



## **CITY OF FOSTER CITY/ ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

**THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF GOVERNMENT CODE SECTION 54953 (AS AMENDED BY AB 361) WHICH AUTHORIZES TELECONFERENCED MEETINGS UNDER THE BROWN ACT DURING CERTAIN PROCLAIMED STATES OF EMERGENCY. THE GOVERNOR OF CALIFORNIA PROCLAIMED A STATE OF EMERGENCY RELATED TO COVID-19 ON MARCH 4, 2020. THIS TELECONFERENCED MEETING IS NECESSARY SO THAT THE CITY CAN CONDUCT ESSENTIAL BUSINESS AND IS PERMITTED UNDER GOVERNMENT CODE 54953 IN ORDER TO PROTECT PUBLIC HEALTH AND SAFETY OF ATTENDEES. MEMBERS OF THE PUBLIC THAT WISH TO ATTEND AND/OR PARTICIPATE IN A MEETING MAY DO SO IN PERSON OR BY JOINING THE ZOOM MEETING [HTTPS://FOSTERCITY-ORG.ZOOM.US/J/84380855312](https://FOSTERCITY-ORG.ZOOM.US/J/84380855312) PUBLIC COMMENTS WILL BE ACCEPTED BOTH IN PERSON AND VIA ZOOM MEETING. ANY EMAILS SENT TO [PUBLICCOMMENT@FOSTERCITY.ORG](mailto:PUBLICCOMMENT@FOSTERCITY.ORG) WILL BE PROVIDED TO THE CITY COUNCIL PRIOR TO THE MEETING.**

Consistent with Government Code Section 54953, this City/District Meeting will be held via teleconference in addition to in person. City Councilmembers/District Board and staff will attend in person or via teleconference.

To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting from home or attend the meeting in person. Below is information on how the public may observe and participate in the meeting.

### **To Attend the Meeting in Person:**

- Location: 620 Foster City Blvd, Foster City, California, 94404

### **To Provide Public Comment in Person:**

- Members of the public wishing to speak will be asked to fill out a Request to Speak Form. Forms will be accepted until the staff presentation on an agenda item ends, or until the public comment period on non-agenda items is closed. For special meetings, public comment is limited to item(s) on the agenda only.

### **To Observe the Meeting via Teleconference/Video Conference:**

- To access the meeting by computer / smartphone, go to: <https://fostercity-org.zoom.us/j/84380855312>
- To dial-in via phone:  
1-669-900-6833 or  
1-408-638-0968

And enter Webinar ID: 843 8085 5312

### **To Participate in the Meeting by Providing Public Comment via Teleconference/Video Conference:**

- **During the Meeting:** Live verbal public comments may be made by members of the public joining the meeting via Zoom. Zoom access information is provided above. Use the “raise hand” feature (for those joining by phone, press \*9 to “raise hand”) during the public comment period for the agenda item you wish to address. The Zoom Host will call on people to speak by name provided or last 4 digits of phone number for dial-in attendees. Please clearly state your full name for the record at the start of your public comment.

**Before the Meeting:** Written public comments for the record may be submitted in advance by 4:00 p.m. the day of the meeting by email to: [publiccomment@fostercity.org](mailto:publiccomment@fostercity.org) and will be made part of the written record but will not be read verbally at the meeting. Written public comments submitted by email should adhere to the following:

- Clearly indicate the Agenda Item No. or specify “Public” in the Subject Line for items not on the agenda

• Include the submitter's full name (Recommended but not required)  
Written public comments received by 4:00 p.m. the day of the meeting will be provided in their entirety to the City Council prior to the meeting and will be made part of the written record but will not be read verbally at the meeting. Written public comments will be posted to the City's website for review prior to the meeting.

## AGENDA

Monday, August 1, 2022 6:30 PM

### REGULAR MEETING AS CITY COUNCIL/EMID BOARD OF DIRECTORS

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Councilmembers/ex officio EMID Directors Jon Froomin, Sanjay Gehani, Sam Hindi, Patrick Sullivan, and Mayor/President Richa Awasthi

4. SPECIAL PRESENTATIONS

5. PUBLIC

Government Code Section 54954.2 E (3) precludes the City Council from discussing or acting upon any topic initially presented during the "Public" portion of the agenda. Information may be received, placed on a future agenda, or referred to the appropriate City staff. FCMC 2.08.240 Addressing the Council. "...Each person desiring to address the Council shall step up to the public rostrum after being recognized to speak by the presiding officer, shall state his/her name and address for the record, state the subject he/she wishes to discuss, state who he/she is representing if he/she represents an organization or other persons and, unless further time is granted by majority vote of the Council, shall limit his/her remarks to three minutes. The City Council may vary the time limit for any speaker, if it deems this necessary." ***Speakers may join the Zoom meeting via the meeting link and using the "raise hand" feature and the Zoom host will call on people.***

6. CITY/EMID CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine by the City Council/EMID Board of Directors and will be enacted by one motion unless removed by a member of the Council/Board, staff, or public. There will be no separate discussion on these items unless a citizen or a Council/Board member so requests. If discussion is required, that item will be removed from the Consent Calendar and will be considered separately after approval of the remaining items on the Consent Calendar. Vote may be by roll call.

**6.1. City/EMID Minutes**

**6.1.1. City/EMID Regular Meeting of July 18, 2022**

**6.2. City/EMID Resolutions for Adoption (First City Resolution Number to be used tonight is 2022-90 and EMID Resolution Number to be used tonight is 3669)**

**6.2.1. A Resolution of the City Council of the City of Foster City Accepting the Work by Mike Brown Electric Co. for the Dynamic Signage for Traffic Relief Pilot Program (CIP 301-694) and Directing the City Clerk to File the Notice of Completion**  
a) Staff Report  
b) Adopt Resolution

**6.2.2. A Resolution of the City Council of Foster City Authorizing a Transfer of \$327,945.50 From Fund 501 to CIP 301-700 and Approving the Issuance of a Request for Proposals for Professional Engineering Design Services Associated With Fuel Systems Improvement Project (CIP 301-700)**  
a) Staff Report  
b) Adopt Resolution

**6.2.3. a) A Resolution of the City Council of the City of Foster City Approving Task Order CSG-2022-01 with CSG Consultants, Inc in the Amount of \$100,000 for City Projects and Without Limitation for Land Development Projects for Temporary Staff Augmentation and Inspection Services; and**  
**b) A Resolution of the Board of Directors of the Estero Municipal Improvement District Approving Task Order CSG-2022-01 with CSG Consultants, Inc in the Amount of \$100,000 for City Projects and Without Limitation for Land Development Projects for Temporary Staff Augmentation and Inspection Services**  
c) Staff Report  
d) Adopt Resolutions

**6.2.4. a) A Resolution of the City Council of the City of Foster City Authorizing Edmund Suen and Mimi Lam as Authorized Signatories for Purposes of Opening, Administering and Closing Any and All Cash and Investment Accounts; and**  
**b) A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing Edmund Suen and Mimi Lam as Authorized Signatories for Purposes of Opening, Administering and Closing Any and All Cash and Investment Accounts**  
c) Staff Report  
d) Adopt Resolutions

- 6.2.5.** a) A Resolution of the City Council of the City of Foster City Authorizing Investment of Monies in the Local Agency Investment Fund; **and**
  - b)** A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing Investment of Monies in the Local Agency Investment Fund
  - c) Staff Report
  - d) Adopt Resolutions

**6.3.** City/EMID Other

- 6.3.1.** Cancel the January 3, 2023 Regular Meeting of the City Council/EMID Board of Directors of the City of Foster City/Estero Municipal Improvement District

**7. NEW BUSINESS**

- 7.1.** Interview and by Minute Order Consider Appointment of Five Residents, One Youth Member, and Representatives from Two Businesses, and One Non-Profit to Either a Two-Year Term or Three-Year Term on the Citizens Sustainability Advisory Committee:
  - Resident applicants: Victoria Blackman, Shilpi Goel, Ronald Haupt, Maxwell Kwan, Nilofer Motiwala, and Lawrence Staley
  - Youth Applicants: Stuti Goel and Siddharth Godi
  - Major Employer Applicant: Nicole Kho (Gilead Sciences)
  - Non-Profit Applicant: Marah Curry (Chamber of Commerce)
  - a) Staff Report
  - b) Interview Applicants
  - c) Take Action By Minute Order
- 7.2.** Consideration of Local Electric Vehicle (EV) and Energy Reach Codes Development Support Services
  - a) Staff Report
  - b) By Minute Order, Provide Policy Direction

**8. REPORTS**

- 8.1.** Consideration of Advocacy Positions on Priority Legislation for the 2022 State Legislature
  - a) Staff Report
  - b) By Minute Order, Provide Policy Direction



## **9. RESOLUTIONS FOR ADOPTION**

- 9.1.** A Resolution of the City Council of the City of Foster City Approving and Authorizing Staff to Issue the Request for Proposal for Professional Design, Bidding, and Construction Support Services for the Recreation Center Replacement Project (CIP 301-678)
- a) Staff Report
  - b) Action - Adopt Resolution

## **10. COMMUNICATIONS**

- 10.1.** City/District Warrants of Demands were Processed and Issued on July 14, 2022 and ACH were processed on July 14, 2022.
- a) Information Item Only
  - b) No Action Required

## **11. CITY/DISTRICT MANAGER REPORTS, COUNCIL/BOARD STATEMENTS AND REQUESTS, AND COUNCIL LIAISON REPORTS**

City/District Manager and Council/EMID Board Members report on their various assignments and liaison roles and Council/EMID Board requests for scheduling future items.

## **12. ADJOURNMENT**

**The public is invited to attend.**

Any attendee wishing special accommodations at the meeting should contact the City Clerk's Department at (650) 286-3250 at least 48 hours in advance of the meeting.

**Any writings or documents provided to a majority of the City Council or EMID Board regarding any item on this agenda after the agenda packet was distributed will be made available for public inspection in the City Clerk Department at City Hall located at 610 Foster City Boulevard during normal business hours and at the meeting.**

**City Council meetings on FCTV on Comcast Channel 27 and AT&T Channel 99:**

**LIVE** every 1<sup>st</sup> and 3<sup>rd</sup> Monday of the month

**REPLAY** next day at 1:00 pm (that week only)

**REPLAY** Saturday at 5:00 pm (only on Saturday the week the actual meeting occurs)

**City Council meetings on <https://www.fostercity.org/community/page/fctv-live-stream>:**

**STREAMED LIVE** every 1<sup>st</sup> and 3<sup>rd</sup> Monday of the month

**City Council meetings on-demand:**

**<https://www.fostercity.org/agendasandminutes>**

**CITY OF FOSTER CITY/  
ESTERO MUNICIPAL IMPROVEMENT DISTRICT**

**REGULAR MEETING OF JULY 18, 2022**

**MINUTES**

**CALL TO ORDER OF CITY COUNCIL/EMID BOARD OF DIRECTORS**

The Regular Meeting of July 18, 2022 of the City Council of the City of Foster City, sitting as said Council and as ex officio the Board of Directors of the Estero Municipal Improvement District (EMID), was called to order at 6:30 p.m. by Mayor/President Richa Awasthi.

Pursuant to Governor Newsom's Executive Order N-29-20, as amended through Order N-08-21, the meeting was held as a hybrid meeting.

**ROLL CALL**

The Deputy City Clerk/Deputy Recording Secretary called the roll:

PRESENT: Councilmembers/ex officio Directors Jon Froomin, Sanjay Gehani, Sam Hindi, Patrick Sullivan, and Mayor/President Richa Awasthi.

ABSENT: None.

STAFF PRESENT: Stefan Chatwin, City/District Manager; Benjamin Stock, City Attorney/District Legal Counsel; Jennifer Phan, Interim Deputy City Manager; Edmund Suen, Finance Director, Marlene Subhashini, Community Development Director; Maria Saguisag-Sid, Human Resources Director; Tracy Avelar, Police Chief; Robert Marshall, Fire Marshal; Mark Lee, Police Lieutenant; Louis Sun, Public Works Director; Derek Schweigart, Parks and Recreation Director; Rob Lasky, IT Manager; Frank Fanara, Parks Manager; Julie Paping, Interim Principal Management Analyst; Francine Magno, Senior Engineer; Shuli Chen, Video Technician and Yelena Cappello, Deputy City Clerk/Deputy Recording Secretary.

**PUBLIC**

The following people addressed the City Council via email regarding the appointment of Shilpi Goel to the Citizens Sustainability Advisory Committee:

1. Naveen Mahmood;
1. Heidi Levy;
2. Nadia Jafri, 696 Venus Court;
3. Lalitha;
4. Mitun Bhattacharjee;

5. Sudipti Gupta;
6. Sharmila Bhavsar;
7. Shenaz Zack;
8. Nagin and Lalitaben Morar;
9. Murli and Mona Melwani;
10. Michael Stephen;
11. MaryAnn Brown;
12. Mehek Talwar;
13. Shilpa Badadare;
14. Shika Gupta;
15. Seema Kalra;
16. Rama;
17. Kalpana Pal;
18. Sameer Kalra and Ritika Narula;
19. Deepa Talwar;
20. Elizabeth Tough, 979 Pizarro Lane;
21. Jyotika Balsara;
22. Poorni Otilingam Lindenfeld;
23. Rosemary Janet Gardiner, 974 Pizarro Lane;
24. Suki Reddy;
25. Aarti Shri;
26. Marisol Melara; and
27. Ghanshyam Patel.

Sofia Medina, representing Porch.com, addressed the City Council via email regarding water pollution.

Wayne Lee, President of the San Mateo County API Caucus, addressed the City Council in person regarding the internship program for the San Mateo County API Caucus.

The following people addressed the City Council via teleconference:

1. Lisa Levinson, Campaign Director at In Defense of Animals, regarding geese mitigation; and
2. Wayne Johnson, regarding geese mitigation.

## **CONSENT CALENDAR**

Motion by Councilmember/Director Gehani, seconded by Councilmember/Director Sullivan, and carried unanimously, 5-0-0, approving the following items on the City/District Consent Calendar:

### City/EMID Consent Calendar

1. Minutes of Regular Meeting of June 20, 2022;
2. Minutes of Special Meeting of June 27, 2022;

3. City Ordinance No. 650, "An Ordinance of the City Council of the City of Foster City Adopting a Transportation Impact Mitigation Fee, Adopting a Public Safety Impact Fee, and Adopting a Park Facilities Impact Fee to Be Imposed on New Development Projects in the City of Foster City (First Reading June 20, 2022);"
4. City Resolution no. 2022-81, "A Resolution of the City Council of the City of Foster City Approving the Summary Vacation of a 10-foot Public Utility Easement Located on or About the Property Identified as 630 Leo Drive (APN 094-410-580);"
5. City Resolution No. 2022-82, "A Resolution of the City Council of the City of Foster City Authorizing the Mayor to Execute a 3-Year Microsoft Enterprise Agreement, Purchased Through SoftwareOne, with a Total Not-to-Exceed Amount of \$297,403.41;"
6. City Resolution No. 2022-83, "A Resolution of the City Council of the City of Foster City Authorizing the Appropriation of Funding for FY 2022-2023 in the Total Amount of \$220,200.73 From the Information Technology Equipment Replacement Fund to Account No. 504-0160-419-4388 for Projects Still In-Progress From FY 2021-2022;"
7. City Resolution No. 2022-84, "A Resolution of the City Council of the City of Foster City Appropriating an Additional \$27,901 in Fiscal Year 2022-2023 to the City Manager's Department General Fund Account;"
8. EMID Resolution No. 3662, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Appropriating an Additional \$27,901 in Fiscal Year 2022-2023 to the City Manager's Office General Fund Account;"
9. City Resolution No. 2022-85, "A Resolution of the City Council of the City of Foster City Authorizing an Appropriation of \$73,290 in Fiscal Year 2022-2023 to the Human Resources General Fund Budget, Account Number 001-1210-415-4251;"
10. EMID Resolution No. 3663, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing an Appropriation of \$73,290 in Fiscal Year 2022-2023 to the Human Resources General Fund, Account Number 001-1210-415-4251;"
11. City Resolution No. 2022-86, "A Resolution of the City Council of the City of Foster City Authorizing the Appropriation of Funding for Fiscal Year 2022-2023 in the Amount of \$50,000 From Fund 001 to Account No. 001-0910-431-4251 and in the Amount of \$100,000 From Fund 001 to Account No. 001-0930-431-4251 and in the Amount of \$15,000 From Fund 129 to Account No. 129-0932-431-4251 and in the Amount of \$158,978.75 From Fund 501 to Account No. 501-0560-431-4384;"
12. EMID Resolution No. 3664, "A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing the Appropriation of Funding for Fiscal Year 2022-2023 in the Amount of \$150,000 From Fund 408 to Account No. 408-0110-413-4385 and in the Amount of \$51,043.10 From Fund 458 to Account No. 458-0110-413-4385;"
13. City Resolution No. 2022-87, "A Resolution of the City Council of the City of Foster City Authorizing the Mayor to Execute Master Agreements With Ruggeri-Jensen-Azar, Wilsey Ham, Inc. , and Bellecci and Associates for Professional On-Call Land Surveying Services; DKS Associates, Hexagon Transportation Consultants, Inc., and Traffic Patterns for Professional On-Call Traffic Engineering and Transportation Services; Huffman Broadway Group, Inc. For Professional On-Call

Environmental Services; Apex Testing Laboratories Inc. And Construction Testing Services for on-call Materials Testing Services; and BKF Engineers and CSG Consultants for Professional On-Call Civil Engineering Services;”

14. EMID Resolution No. 3665, “A Resolution of the Board of Directors of the Estero Municipal Improvement District Authorizing the Mayor to Execute Master Agreements With Ruggeri-Jensen-Azar, Wilsey Ham, Inc., and Bellecci and Associates for Professional On-Call Land Surveying Services; DKS Associates, Hexagon Transportation Consultants, Inc., and Traffic Patterns for Professional On-Call Traffic Engineering and Transportation Services; Huffman Broadway Group, Inc. For Professional On-Call Environmental Services; Apex Testing Laboratories Inc. And Construction Testing Services for on-call Materials Testing Services; and BKF Engineers and CSG Consultants for Professional On-Call Civil Engineering Services;”
15. City Resolution No. 2022-88, “A Resolution of the City Council of the City of Foster City Extending the Proclamation of the Existence of a Local Emergency Caused by the Threat of the Novel Covid-19 Virus, and Proclaiming the Continuing Need for the City Council, Planning Commission and Committees to Meet by Teleconference and Allowing for Increased Meeting Accessibility via in Person and Teleconference Meeting Participation;” and
16. EMID Resolution No. 3666, “A Resolution of the Board of Directors of the Estero Municipal Improvement District Proclaiming the Continuing Need for the Estero Municipal Improvement District Board of Directors, Planning Commission, and Committees to Meet by Teleconference and Allowing for Increased Meeting Accessibility via in Person and Teleconference Meeting Participation.”

#### **ITEM REMOVED FROM CONSENT CALENDAR**

AMENDING SECTIONS 15.12.010 (PURPOSE, OBJECTIVE, INTENT), 15.12.020 (DEFINITIONS), 15.12.170(J) (EXEMPT SIGNS-POLITICAL SIGNS) AND 15.12.180 (TEMPORARY SIGNS) WITHIN CHAPTER 15.12 (SIGN CONTROL) OF TITLE 15, BUILDINGS AND CONSTRUCTION OF THE FOSTER CITY MUNICIPAL CODE RELATING TO TEMPORARY NON-COMMERCIAL RIGHTS-OF-WAY SIGNS. CITY ORDINANCE NO. 651.

Without objection from the City Council, Mayor Awasthi removed this item from the Consent Calendar at the request of Vice Mayor Froomin.

Randy Pilgrim, 845 Castor Street, addressed the City Council via email regarding the location of campaign signs.

Discussion ensued.

Motion by Councilmember Hindi, seconded by Councilmember Sullivan, and carried, 3-2-0, Vice Mayor Froomin and Councilmember Gehani voted “no”, adopting City Ordinance No. 651, “An Ordinance of the City of Foster City Amending Sections 15.12.010 (Purpose, Objective, Intent), 15.12.020 (Definitions), 15.12.170(J) (Exempt Signs-political Signs)

and 15.12.180 (Temporary Signs) Within Chapter 15.12 (Sign Control) of Title 15, Buildings and Construction of the Foster City Municipal Code Relating to Temporary Non-commercial Rights-of-way Signs (First Reading June 20, 2022).”

## **PUBLIC HEARING**

FISCAL YEAR 2022-2023 APPROPRIATIONS LIMIT OF THE CITY/DISTRICT. CITY RESOLUTION NO. 2022-89. EMID RESOLUTION NO. 3667.

Mayor Awasthi opened a public hearing to hear and consider public comments regarding the Fiscal Year 2022-2023 Appropriations Limit of the City/District.

Finance Director Suen presented the staff report.

Without objection from the City Council, Mayor Awasthi closed the public hearing.

No public testimony was received.

Discussion ensued.

Motion by Councilmember Gehani, seconded by Councilmember Sullivan, and carried unanimously, 5-0-0, adopting City Resolution No. 2022-89, “A Resolution of the City Council of the City of Foster City Establishing the Fiscal Year 2022-2023 Appropriations Limit Pursuant to Article XIIB of the California Constitution” and EMID Resolution No. 3667, “A Resolution of the Board of Directors of the Estero Municipal Improvement District Establishing the Fiscal Year 2022-2023 Appropriations Limit Pursuant to Article XIIB of the California Constitution”.

AMENDMENT OF THE MASTER FEES AND SERVICE CHARGES SCHEDULE ESTABLISHING FINES FOR VIOLATIONS OF THE DECLARATION OF WATER SHORTAGE EMERGENCY. EMID RESOLUTION NO. 3668.

President Awasthi opened a public hearing to hear and consider public comments regarding an amendment of the Master Fees and Service Charges Schedule establishing fines for violations of the Declaration of Water Shortage Emergency.

Public Works Director Sun presented the staff report.

Without objection from the City Council, President Awasthi closed the public hearing.

No public testimony was received.

Discussion ensued.

Motion by Director Sullivan, seconded by Director Hindi, and carried unanimously, 5-0-0, adopting EMID Resolution No. 3668, “A Resolution of the Board of Directors of the Estero Municipal Improvement District Establishing Fines for Violations of the Declaration of

Water Shortage Emergency and Certain Provisions of Chapter 8.60, “Water Conservation and Rationing” of the Estero Municipal Improvement District Code, Amending the Master City/district Fees and Service Charges Schedule for FY 2022-2023 to Include Said Fines and Establishing the Appeals Board Pursuant to Section 8.60.090”.

## **REPORTS**

CANADA GOOSE POPULATION MANAGEMENT PLAN UPDATE – PROGRESS UPDATE ON MITIGATION STRATEGIES AND PERMITS. MINUTE ORDER NO. 1863.

Parks and Recreation Director Schweigart presented the staff report.

The following people addressed the City Council via email:

1. Madhu Mehta;
2. Pragna Mehta;
3. Jennifer Lee & Family;
4. Matt Gowdy;
5. Alfredo Kuba, representing in Defense of Animals Coalition;
6. Kristin Lynn;
7. Chim Chune Ko, 913 Catamaran St., Unit 4; and
8. Kay Bushnell.

The following people addressed the City Council in person:

1. Noam Kedem, 606 Waterbury Lane;
2. Michael Schiltz, 320 Cheaspeake Ave;
3. Skip Havorka, 758 Pint Lane;
4. Lynette Harx?, 229 Commons Lane;
5. Oscar Allen;
6. Phyllis McArthur, 1415 Marlin Ave;
7. Jade Stucker, 1000 Foster City Blvd;
8. Angela Stucker, 1000 Foster City Blvd;
9. Jayce Stucker, 1000 Foster City Blvd;
10. Antonia Moore, 1919 Alameda de las Pulgas, SM;
11. Allison Barnard, 1425 Alvarado Ave, Burlingame;
12. Isabel Oprhonopoulos, 1105 Bounty;
13. Evan Adams, 105 Flying Mist Isle; and
14. Kandy O'Mara.

The following people addressed the City Council via teleconference:

1. Susan Rowinski, City of San Mateo Sustainability and Infrastructure Commissioner;
2. Doreen Frega;
3. John Epperson, Board of Director of Sequoia Audobon Society;
4. Jack Gescheidt, Founder of TreeSpirit Project and Consultant of In Defense of Animals Coalition;
5. Geesebusters;

6. Arlene Steinberg, Waterfowl Community Liaison;
7. Dawn Moore; and
8. Erin Rod.

Discussion ensued.

Chris Rudnicki, provider of geese control services, addressed the City Council.

Motion by Councilmember Gehani, seconded by Councilmember Hindi, and carried, 4-0-1, Councilmember Sullivan abstained, adopting Minute Order No. 1863, receiving and accepting the Canada Goose Population Management Plan Update – progress update on Mitigation Strategies and Permits and directing staff to pursue the Migratory Bird Depredation Permit 3-200-13 that is issued by U.S Fish and Wildlife Service (USFWS) allowing for the culling of up to one hundred (100) geese.

RECESS. The meeting recessed at 9:07 p.m. and reconvened at 9:26 p.m.

LEVEE IMPROVEMENTS PROJECT (CIP 327-657) - MONTHLY GENERAL UPDATE.  
MINUTE ORDER NO. 1864.

Public Works Director Sun presented the staff report.

Discussion ensued.

Motion by Councilmember Sullivan, seconded by Councilmember Gehani, and carried unanimously, 5-0-0, adopting Minute Order No. 1862, receiving and accepting the Levee Improvements Project (CIP 327-657) - Monthly General Update.

## **RESOLUTIONS FOR ADOPTION**

POLICY FOR REQUESTING TO ADD ITEMS TO A FUTURE AGENDA.

Interim Principal Management Analyst Paping presented the staff report.

Discussion ensued.

Motion by Vice Mayor/Vice President Froomin, seconded by Councilmember/Director Gehani, and failed, 2-3-0, Mayor/President Awasthi and Councilmember/Director Hindi and Councilmember/Director Sullivan voted “no”, to adopt “A Resolution of the City Council of the City of Foster City Adopting a Policy for Requesting to Add Items to a Future Agenda” and “A Resolution of the Board of Directors of the Estero Municipal Improvement District Adopting a Policy for Requesting to Add Items to a Future Agenda”.

## **COMMUNICATIONS**

CITY/DISTRICT WARRANT OF DEMANDS. NO ACTION TAKEN.



City/District Warrants of Demands were processed and issued on June 15, 2022, June 30, 2022 and July 5, 2022 and ACH were processed on July 5, 2022.

### **COUNCIL/BOARD STATEMENTS AND REQUESTS, COUNCIL LIAISON REPORTS, AND CITY/DISTRICT MANAGER REPORTS**

City/District Manager Chatwin stated that the Traffic Review Committee recruitment will be reopened and encouraged everyone to apply at [fostercity.org/committeeapplication](https://fostercity.org/committeeapplication). He announced that the Deputy City Manager and Principal Management Analyst positions in the City Manager's office are now permanent. He mentioned organizational updates will be presented in the future.

Councilmember/Director Sullivan stated he attended the City/County Association of Governments (C/CAG) Congestion Management & Environmental Quality (CMEQ) Committee meeting on June 27, Pancake Breakfast on July 4, and Infrastructure/Facilities Subcommittee meeting on July 12. He stated the San Mateo-Foster City School District Board meeting and the San Mateo Union High School District Board did not take place in July. He also stated he met with City Manager Chatwin on July 13 and attended the Summer Concert on July 15. He thanked everyone for their support.

Councilmember/Director Gehani congratulated Deputy City Manager Phan and Principal Management Analyst Paping. He made a request to see if there is interest to agendize banning the sale of flavored tobacco and vapes. He received support from Vice Mayor Froomin and Councilmember Sullivan and requested that this item be added to the August 15 meeting agenda.

Councilmember/Director Hindi congratulated Deputy City Manager Phan and Principal Management Analyst Paping. He stated he attended the Gilead Sciences Wellbeing Center and Park opening celebration on June 22 and congratulated Gilead on their 35<sup>th</sup> Anniversary.

Vice Mayor/Vice President Froomin welcomed City Manager Chatwin and congratulated Deputy City Manager Phan and Principal Management Analyst Paping.

Mayor/President Awasthi stated she attended Gilead Sciences Wellbeing Center and Park opening celebration on June 22, Council of Cities dinner hosted by the City of East Palo Alto with Councilmembers Hindi and Sullivan on June 24, the Foster City Rotary Club presentation of State of the City on June 29, and the July 4th Celebration. On July 12, she attended the Infrastructure/Facilities Subcommittee meeting and requested that the Recreation Center process be expedited. She also attended the San Mateo Consolidated Fire Board meeting on July 13, City/County Association of Governments (C/CAG) Board meeting on July 14, and introduced the first Summer Concert series on July 15. She recognized and thanked the Parks and Recreation staff for their hard work. She stated that on July 9 and July 16 she was a speaker and trainer for the San Mateo County API Caucus internship program. She congratulated Deputy City Manager Phan and Principal Management Analyst Paping and thanked them for their consistency and

professionalism. She also requested that the economic development planning is expedited.

## **CLOSED SESSION**

Mayor/President Awasthi recessed the meeting into Closed Session for:

1. Conference with Real Property Negotiators (Government Code Section 54956.8)  
Property: Mariner's Point Golf and Practice Center (APN 094-130-010)  
Agency Negotiators: Stefan Chatwin and Benjamin Stock  
Negotiating Parties: VB Golf, LLC  
Under Negotiation: Price and Terms of Lease
2. Conference with City Labor Negotiators (Pursuant to Government Code Section 54957.6(a))  
Agency designated representatives: Stefan Chatwin, Maria Saguisag-Sid  
Employee Organizations: American Federation of State, County and Municipal Employees (AFSCME), Foster City Police Officers Association (FCPOA) and Management Employees  
Unrepresented employee: Deputy City Clerk, Police Records Supervisor, and Human Resources Technician; and
3. Report Out from Closed Session.

Meeting recessed into Closed Session at 10:35 p.m. and reconvened at 11:25 p.m.

City Attorney Stock reported that no action was taken in Closed Session.

## **ADJOURNMENT**

Hearing no objection from the City Council/EMID Board, Mayor/President Awasthi adjourned the meeting. Meeting adjourned at 11:25 p.m.



DATE: August 1, 2022

TO: Mayor and Members of the City Council

VIA: Stefan Chatwin, City Manager

FROM: Louis Sun, Public Works Director

SUBJECT: DYNAMIC SIGNAGE FOR TRAFFIC RELIEF PILOT PROGRAM  
(CIP 301-694) - NOTICE OF COMPLETION

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### RECOMMENDATION

It is recommended that the City Council approve the attached resolution accepting the work performed by Mike Brown Electric Co. for the construction of Dynamic Signage for Traffic Relief Pilot Program (CIP 301-694) and directing the City Clerk to file the Notice of Completion.

### EXECUTIVE SUMMARY

CIP 301-694 consists of the installation of dynamic signage at East Hillsdale Boulevard/Edgewater Boulevard and East Hillsdale Boulevard/Shell Boulevard, which will be activated from 4:00 PM–7:00 PM, Monday to Friday, and modification of the existing traffic signal systems to accommodate the dynamic signage installation. The work has been completed in conformance with the contract documents. It is recommended that the City Council accept the work and direct the City Clerk to file the Notice of Completion.

### BACKGROUND

City Resolution No. 2021-152, adopted on October 18, 2021 approved the execution of a construction contract with Mike Brown Electric Co. (Mike Brown) in the amount of \$148,500.00 for CIP 301-694 and established a

project contingency of \$23,000.00. Construction began in January 2022, was substantially completed on March 22, 2022, and the contractor has completed all punch list items of work.

## ANALYSIS

The construction work consisted of the relocation of existing underground infrastructure along the medians, installation of new conductors and conduits from the new poles to the traffic signal cabinet, and installation of the City-furnished poles and dynamic signage.

CCO #1 was authorized to pay for unforeseen conditions that were identified during construction and adjusted the final quantities in the original contract to reflect actual quantities constructed.

Design was performed by Traffic Patterns, and the majority of the day-to-day construction management and inspection services were performed by City staff.

A press release was issued on March 7, 2022, and the dynamic signage at both intersections went live on Monday, March 21, 2022. The East Hillsdale Boulevard/Shell Boulevard intersection has been operating smoothly, with motorists adjusting to the left turn restriction. Staff has been actively monitoring the East Hillsdale Boulevard/Edgewater Boulevard intersection for the past few months, as it has taken more time for motorists to adapt to the left turn restriction at this intersection due to the configuration of the lanes at this location. Staff has observed that the latest modification, to remove the U-turn option, has resulted in the highest rate of motorist compliance to date.

Given that Mike Brown Electric has completed its work in conformance with the contract documents. It is recommended that the City Council accept the work and direct the City Clerk to file the Notice of Completion.

## FISCAL IMPACT

The following is the project expenditure summary to date:

### **Project Budget**

CIP 301-694 (FY 2019-2020)	\$ 225,000.00
Additional Funding (FY 2020-2021)	<u>\$ 250,000.00</u>
Total Approved Budget	\$ 475,000.00

**Construction Contract Expenses**

Contract Agreement with Mike Brown	\$ 148,500.00
CCO #1 – Quantities Adjustment Change Order	<u>\$ 5,992.52</u>
Total Construction Contract Expense	\$ 154,492.52

**Other Project Related Expenses**

Design Consultant – Signage	\$ 31,500.00
Design Consultant – Construction Inspections	\$ 7,225.00
City-Furnished Dynamic Signage (National Sign)	\$ 28,044.00
City-Furnished Poles (JAM Services)	\$ 31,325.00
Miscellaneous (advertising, USA markings, etc.)	<u>\$ 21,222.75</u>
Total Other Project Related Expenses	\$ 119,316.75

**Total Project Expenses to date** **\$ 273,809.27**

**Project Budget Balance** **\$ 201,190.73**

The contract work has been completed and the Notice of Completion can now be filed. Tonight's action will establish the official date of completion of the work performed by Mike Brown Electric, formalizing the City's acceptance of the contract work and allowing final payment to the contractor be made, and encumbered funds for construction released back to the project fund.

Any future recommendations (including potential improvements) that may result from the ongoing monitoring and study of the intersection will be brought to a future City Council meeting. The cost of any such improvements will be funded with the balance of the project funds. If there is remaining project budget balance at project close-out, it will be returned to the appropriate originating fund (General Fund and SB1).

**CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA**

This project aligns with the City Council's Value/Priority Area of "City Council Operations and Improved Community Engagement" in that this project stemmed from a Community Dialogue Series hosted by the City in October 2017, where concerns with cut-through traffic on East Hillsdale Boulevard from US-101 connecting to SR-92 in the afternoon commute hours was a major topic raised by the residents, which ultimately led to the Temporary Traffic Relief Pilot Program. This project is the permanent implementation of the Program.

Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - Notice of Completion

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY ACCEPTING THE WORK BY MIKE BROWN ELECTRIC CO. FOR THE DYNAMIC SIGNAGE FOR TRAFFIC RELIEF PILOT PROGRAM (CIP 301-694) AND DIRECTING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

CITY OF FOSTER CITY

WHEREAS, the Public Works Director/City Engineer has filed with the City Clerk the Notice of Completion for the work known as the Dynamic Signage for Traffic Relief Pilot Program (CIP 301-694) located in the City of Foster City, situated in San Mateo County, California; provided to be done under and pursuant to the contract documents and agreement between the City of Foster City and Mike Brown Electric Co. dated October 18, 2021; and

WHEREAS, the Public Works Director/City Engineer and Mike Brown Electric Co. have executed Document 00 6530 – Agreement and Release of Any and All Claims, as required by the agreement; and

WHEREAS, Mike Brown Electric Co. have executed Document 00 6536 – Guaranty, as required by the agreement, and

WHEREAS, it appears to the satisfaction of the City Council that said work has been completed in an acceptable manner.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City hereby authorizes:

1. The acceptance of said work subject to reservation of all City's rights arising from any defective workmanship and/or materials not observed during construction being hereafter discovered and becoming known to City; and
2. The City Clerk to notarize and file for record with the County Recorder of the County of San Mateo after execution of Document 00 6530 – Agreement and Release of Any and All Claims, the Notice of Completion thereof, as required by law, and file a conformed, recorded copy of said notice with the Finance Director and Public Works Director/City Engineer; and
3. The City Clerk to notify Mike Brown Electric Co. that the Construction Performance Bond No. 070215298 from Liberty Mutual Insurance Company may be released one year following the recordation of the Notice of Completion; and

4. The City Clerk to release the Labor and Material Bond No. 070215298 from Liberty Mutual Insurance Company, thirty-five (35) days after the date of recording of the Notice of Completion if no claims or Stop Notices have been received.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 1<sup>st</sup> day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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RICHA AWASTHI, MAYOR

ATTEST:

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PRISCILLA SCHAUS, CITY CLERK



**NOTICE OF COMPLETION**  
**DYNAMIC SIGNAGE FOR TRAFFIC RELIEF PILOT PROGRAM PROJECT**  
**(CIP 301-694)**  
**CITY OF FOSTER CITY**

NOTICE IS HEREBY GIVEN that Mike Brown Electric Co. entered into a contract dated the 18<sup>th</sup> day of October 2021 for the construction of certain improvements in the City of Foster City, situated in San Mateo County, California. Said construction is known as the Dynamic Signage for Traffic Relief Pilot Program Project (CIP 301-694) and consists of the installation of dynamic signage at E. Hillsdale Boulevard at Edgewater Boulevard and E. Hillsdale Boulevard at Shell Boulevard, and modification of the existing traffic signal systems to accommodate the dynamic signage installation.

That said work is located in the City of Foster City, situated in San Mateo County, California, and was completed on the 22<sup>nd</sup> day of March 2022.

That acceptance of said work was ordered by resolution of the City of Foster City adopted on the 1<sup>st</sup> day of August 2022.

That the name and bond number of the surety of the contractor's bond for Labor and Materials on said project is Liberty Mutual Insurance Company and Labor and Material Bond No. 070215298.

That said work and improvements consisted of the furnishing of all labor, materials, tools, equipment, services, and incidentals required to undertake and complete the Dynamic Signage for Traffic Relief Pilot Program Project (CIP 301-694), all in accordance with the contract documents as required by the City of Foster City and more particularly described in the agreement approved by the City Council of the City of Foster City pursuant to City Resolution No. 2021-152 adopted on the 18<sup>th</sup> of October 2021, subject to reservation of all City rights arising from the contract documents and further, any defective workmanship and/or materials not observed during construction being thereafter discovered and known to the City.

DATED: Jul 25, 2022

  
Louis Sun (Jul 25, 2022 08:30 PDT)

Louis Sun  
Public Works Director/City Engineer  
City of Foster City



DATE: August 1, 2022

TO: Mayor and Members of the City Council

VIA: Stefan Chatwin, City Manager

FROM: Louis Sun, Public Works Director

SUBJECT: RESOLUTION AUTHORIZING A TRANSFER OF \$327,945.50 FROM FUND 501 TO CIP 301-700 AND APPROVING A REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH FUEL SYSTEMS IMPROVEMENTS PROJECT (CIP 301-700)

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### RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing:

1. The transfer of \$327,945.50 from the Vehicle Replacement Fund 501 to the Capital Improvement Project Fund 301 and appropriation in CIP 301-700 Account No. 301-0910-700-4251; and
2. The issuance of a Request for Proposals (RFP) for professional engineering design services associated with Fuel Systems Improvements Project (CIP 301-700).

### EXECUTIVE SUMMARY

The City's unleaded and diesel fuel systems are at the end of their useful lives and staff recommends replacing due to safety, regulatory compliance, and environmental concerns.

City consultant Tait Environmental Services, Inc., has performed a condition assessment and conceptual engineering study of the fuel systems and

developed a Technical Memorandum outlining recommendations for improvements. At this time, further services are required to prepare the construction contract documents and provide construction support services to complete the project.

The FY 2021-2022 Capital Improvement Plan included \$250,000 and \$2,500,000 was added in the FY 2022-2023 Capital Improvement Plan for design and construction of this project. Finally, funding in the amount of \$327,945.50 has accumulated in the Vehicle Maintenance Fund 501 toward the replacement of unleaded and diesel systems and is recommended to be transferred to CIP 301-700.

## BACKGROUND

The City has an unleaded fuel system and a diesel fuel system that provide fuel for the vehicles and equipment owned by the City and EMID, the lagoon pump station day tank, two lagoon pump engines, the emergency generator serving the Corporation Yard buildings and Lift Station 59.

1. Two 10,000 gallon underground unleaded fuel storage tanks (UGSTs), at the Corporation Yard entrance.
2. Two 5,000 gallon above ground diesel fuel storage tanks (AGSTs) in a covered, concrete vault immediately adjacent to and west of the lagoon pump station building.
3. One 210-gallon day tank for diesel fuel, located inside the lagoon pump station building.
4. One 1,000 gallon underground diesel fuel storage tank at East Hillsdale and Edgewater Boulevards, which provides power to the emergency generator at Lift Station No. 29 and traffic signal at the intersection.

These four existing fuel systems are at the end of their useful lives and staff has safety, regulatory compliance, and environmental concerns about the existing equipment. In addition to the tanks, the unleaded and diesel fuel dispensers will also be replaced as parts are not readily available and the 30-year old software system is outdated. Funding in the amount of \$327,945.50 has accumulated in the Vehicle Maintenance Fund 501 toward the replacement of the unleaded and diesel systems associated with the vehicle fleet (items 1 and 2 above).

Staff received three (3) proposals to perform a condition assessment and conceptual engineering study of the fuel systems from three firms that

specialize in the design of fuel systems. An evaluation committee consisting of staff members from the Public Works Engineering and Maintenance Divisions reviewed the proposals. After the qualification-based selection process, Tait was determined to be the most qualified firm for the project.

Tait completed a detailed analysis of the existing facilities, and a conceptual engineering study assessment of the City's fuel systems in January 2022, and developed a Technical Memorandum outlining recommendations for improvements including alternative designs, an analysis of vehicle circulation patterns, and regulatory requirements to develop a final scope and budget for the design and construction of the project.

The FY 2021-2022 Capital Improvement Plan included \$250,000 and \$2,500,000 was added in the FY 2022-2023 Capital Improvement Plan for design and construction of this project. Finally, funding in the amount of \$327,945.50 has accumulated in the Vehicle Maintenance Fund 501 toward the replacement of unleaded and diesel systems and is recommended to be transferred to CIP 301-700.

### ANALYSIS

Staff has selected a conceptual design for the project based upon the Technical Memorandum recommendations provided by Tait. Because the Conceptual Design was under \$50,000, an informal bid process was used to select the consultant for that work. It is anticipated that services now required to fully design the selected project alternatives will exceed the City Manager's purchasing authority of \$50,000. Therefore, it is necessary for the City Council to issue the RFP for this work. Given that this is a fairly specialized field, it is unknown whether there will be broad interest, but Staff will alert potential proposers to the availability of the RFP.

### FISCAL IMPACT

There is no cost to issue the RFP. It is anticipated that the cost for the agreement will be over the \$50,000 purchasing authority of the City Manager. The agreement will be brought back to the City Council to award in September 2022. After the design phase, preliminary estimates for the construction phase of the project will be provided when the construction contract Call for Bids is brought to the City Council/EMID Board for approval.

Approval of the resolution will also authorize the transfer of \$327,945.50 that

has been accumulated and is available for the replacement of the fuel system in the Vehicle Replacement Fund 501 to CIP 301-700 Account No. 301-0910-700-4251.

#### CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREAS

This item is in alignment with the Facilities and Infrastructure Value/Priority Area, since it is a phase in the replacement of a system that is essential to the efficient operation of the City/District.

#### Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - Request for Proposals

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF FOSTER CITY AUTHORIZING A TRANSFER OF \$327,945.50 FROM FUND 501 TO CIP 301-700 AND APPROVING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH FUEL SYSTEMS IMPROVEMENT PROJECT (CIP 301-700)

CITY OF FOSTER CITY

WHEREAS, the City's unleaded and diesel fuel systems are at the end of their useful lives and should be replaced due to safety, regulatory compliance, and environmental concerns; and

WHEREAS, Tait Environmental Services, Inc., performed a condition assessment and conceptual engineering study and developed a Technical Memorandum outlining recommendations for improvements; and

WHEREAS, based on the Technical Memorandum, staff has selected a design alternative and recommends engaging a Professional Design Consultant to prepare the design documents; and

WHEREAS, the anticipated cost of design requires City Council to authorize the issuance of the Request for Proposal; and

WHEREAS, funding for CIP 301-700 was appropriated in FY 2021-2022, additional funding is proposed for FY 2022-2023 and funding in the amount of \$327,945.50 has accumulated in the Vehicle Maintenance Fund 501 for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize:

1. The transfer of \$327,945.50 from the Vehicle Replacement Fund 501 to the Capital Improvement Project Fund 301 and appropriation in CIP 301-700 Account Number 301-0910-700-4251; and
2. The issuance of a Request for Proposals for professional engineering services for CIP 301-700 Fuel Systems Improvements (2021-2022).

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 1<sup>st</sup> day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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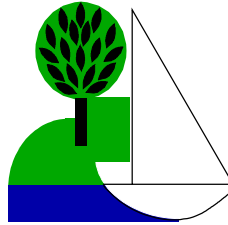
RICHA AWASTHI, MAYOR

ATTEST:

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PRISCILLA SCHAUS, CITY CLERK

**CITY OF FOSTER CITY**



**REQUEST FOR PROPOSAL**

**PROFESSIONAL DESIGN SERVICES FOR FUEL SYSTEMS IMPROVEMENTS  
PROJECT (CIP 301-700)**

**PROPOSAL SUBMITTAL DEADLINE: TUESDAY, AUGUST 16, 2022, at 2:00 PM**

**RETURN PROPOSAL TO:**

City of Foster City  
Public Works Department  
Attn: Louis Sun  
Public Works Director  
610 Foster City Blvd.  
Foster City, CA 94404



## **INDEX**

### **SECTION**

- I. INTRODUCTION
- II. GENERAL INFORMATION
- III. PROPOSAL REQUIREMENTS
- IV. PROPOSAL SUBMITTAL REQUIREMENTS
- V. CONSULTANT SELECTION PROCESS
- VI. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE AND MANAGEMENT AND PROJECT CONTROLS
- VII. STANDARD PROFESSIONAL SERVICES AGREEMENT AND INSURANCE REQUIREMENTS

### **ATTACHMENTS**

- A. STANDARD PROFESSIONAL SERVICES AGREEMENT
- B. TAIT ENVIRONMENTAL SERVICES, INC. CONCEPTUAL DESIGN FOR CIP 301-700 FUEL SYSTEMS IMPROVEMENT PROJECT

## REQUEST FOR PROPOSAL

### PROFESSIONAL DESIGN SERVICES FOR FUEL SYSTEMS IMPROVEMENTS PROJECT (CIP 301-700)

#### SECTION I. INTRODUCTION

The City of Foster City (CITY) is seeking a qualified consulting firm to provide professional design services for Fuel Systems Improvements Project (CIP 301-700). To that end, the CITY invites qualified consulting firms to submit proposals.

Consultants shall examine all information in this Request for Proposal (RFP), including the attachments.

The deadline for submitting questions about the proposal is **Thursday, August 11, 2022, at 5:00 pm**. The CITY will consider proposals received on or before the proposal submittal deadline of **Tuesday, August 16, 2022, at 2:00 pm**.

#### SECTION II. GENERAL INFORMATION

Consultant shall provide a proposal for professional design services for Fuel Systems Improvements Project (CIP 301-700) as described below.

CITY is searching for consultant with extensive experience in designing new fuel tanks and dispensing systems of the type that are considered for the Foster City Corporation Yard. The City has an unleaded fuel system and a diesel fuel system that provide fuel for the vehicles and equipment owned by the City and EMID, the lagoon pump station day tank, two lagoon pump engines, the emergency generator serving the Corporation Yard buildings and Lift Station 59.

1. Two 10,000 gallon underground unleaded fuel storage tanks (UGSTs), at the Corporation Yard entrance.
2. Two 5,000 gallon above ground diesel fuel storage tanks (AGSTs) in a covered, concrete vault immediately adjacent to and west of the lagoon pump station building.
3. One 210-gallon day tank for diesel fuel, located inside the lagoon pump station building.
4. One 1,000 gallon underground diesel fuel storage tank at East Hillsdale and Edgewater Boulevards, which provides power to the emergency generator at Lift Station No. 29 and traffic signal at the intersection.

After completing a Conceptual Design process, the CITY has selected a preferred option for replacing these existing systems and is now looking for design of that option. The Conceptual Design is Attachment 2 to this document.

Staff anticipates recommending approval of the award of an agreement for professional design services to the City Council on September 19, 2022.

Consultants shall bear all costs and assume all liability associated with developing and/or submitting proposals. CITY shall bear no costs and/or assume no liability for developing and/or submitting proposals.

### **SECTION III. PROPOSAL REQUIREMENTS**

To demonstrate the qualifications and experience necessary to perform the professional design services for the project as described in the [Draft Scope of Services, Section VI](#), Consultant shall submit a proposal that includes the information described in this section.

Submit questions regarding the request for proposal, to the Public Works Director, Mr. Louis Sun at [lsun@fostercity.org](mailto:lsun@fostercity.org) on or before **Thursday, August 11, 2022, at 5:00 pm.**

The proposal shall be comprised of one electronic copy containing sections A, B, C, D, E, F, G, H and I described below.

The proposal shall be concise and address qualifications and experience. Consultant shall not include superfluous information or analytical work that would otherwise be performed during the course of work in the proposal. The body of the proposal, excluding appendices, should not exceed 15 pages. As an appendix, provide resumes for the proposed team members. Proposals should be bound with tabs identifying each section herein specified.

#### **Proposal Components**

##### **A. Cover Letter**

Consultant shall provide a cover letter. The person who signs the cover letter shall be authorized to contractually bind the Consultant. The cover letter shall include the following:

- 1) A statement that all the information in the Request for Proposal was examined.
- 2) A statement that the proposal is binding for a 90-calendar day period.
- 3) The name, title, address, email, and telephone number of the individual to whom correspondence and other communications should be directed during the consultant selection process.
- 4) The name, title, address, email, and telephone number of the individual who will negotiate the consulting agreement with CITY, if selected, and is authorized to contractually bind the firm.

B. Executive Summary

Consultant shall provide an executive summary. The executive summary shall include a statement that Consultant reviewed the draft scope of services and is able to provide the required professional services. The summary shall briefly summarize those Consultant qualifications and experience, contained in the proposal, which best highlights its ability to successfully deliver the work.

C. Project Approach

A summary presentation of the proposed approach for performing the services, describing how the firm would be organized and an approach structured to ensure:

- 1) Clearly specifying the scope of work; not to exceed amount; and schedule for the work that will be included in the contract for professional design services.
- 2) Monitoring and controlling the scope of work, communicating potential scope of work changes prior to performing that work, and managing changes in scope of work.
- 3) Monitoring and controlling costs of professional design services to ensure the services are performed within the negotiated not-to-exceed amount.
- 4) Monitoring the schedule and ensuring deliverables are completed on or before schedule milestones.
- 5) Monitoring the progress of the work to ensure that each submittal is complete and has been adequately reviewed prior to submitting deliverables.
- 6) Monitoring the quality of consultant's deliverables to reduce the amount of CITY resources required to review the submittal.
- 7) Responsiveness to CITY Staff.
- 8) Facilitating communications.
- 9) No substituting of staff listed in the proposal and adding staff not listed in the proposal.

D. Proposal Schedule

The purpose of the proposal schedule is to ensure Consultant completes work in a timely manner and to ensure that labor projections are consistent with the proposal schedule.

Consultant shall prepare a schedule for the work described Section VI, Draft Scope of Services and shall show the key activities, their start dates, and end dates. The schedule should include a milestone for each Authorization to Proceed and each submittal identified in Section VI, Draft Scope of Service. The durations required to reach milestones shown in the schedule will be incorporated into Tasks 1 and 2 of Scope of Services for the Professional Services Agreement.

The proposal schedule shall have the sufficient details to achieve the above goals. CITY will request additional detail from the highest ranked consultant which will be incorporated into the Professional Services Agreement.

Consultant shall use **September 20, 2022**, as the start date for the schedule.

E. Labor Projections

Consultant shall provide a schedule of hourly rates and an estimate of the number of hours by staff type to complete the scope of work described in the Draft Scope of Service that is consistent with the schedule created as part of Section D above. Provide descriptions of assumptions made in developing the labor hours.

F. Consultant Information

Consultant shall provide the following information for it and each of its sub-consultants, if any:

- 1) Legal name of firm.
- 2) Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
- 3) Firm's Officers.
- 4) Date firm was established.
- 5) Address of firm's headquarters.
- 6) Current number of people employed by the firm.
- 7) Name of consultant's parent company, if any.
- 8) Name of consultant's subsidiaries, wholly or fractionally owned, if any.
- 9) List of companies associated with the consultant whose work on the design or construction of the projects may potentially give rise to a conflict of interest, if any.
- 10) List of contracts terminated for convenience or default within the past three (3) years, if any. Include contract value, description of work, client's name and telephone number.

G. Consultant Experience and References

Consultant shall provide for it and each of its sub-consultants, if any, details of its experience working on similar projects over the last five (5) years.

Consultant shall provide for it and each of its sub-consultants, if any, details of not less than three (3) similar projects and the details shall include the following:

- 1) Project name.
- 2) Project Owner and contact information.
- 3) Project description including total project cost and location.
- 4) Description of the consultant's role (Prime Consultant or sub-consultant to

- Prime Consultant's Name).
- 5) Description of professional design service provided.
  - 6) Cost Control for professional design services: Describe the original and final contract amount and reasons for differences, if any.
  - 7) Schedule Control for professional design services Contract: Original start date, actual start date, original end date, actual end date, description of reasons for differences. For dates, provide month and year.
  - 8) Project Manager and other key personnel involved.
  - 9) Sub-consultants on the proposed team that worked on the project, if any.
  - 10) Contact information for the project owner.

If Consultant has a standard resume for projects, Consultant may provide the standard resumes with supplemental project information on a separate sheet. Providing supplemental project information on a separate sheet will have no effect on the evaluation process.

CITY will contact Project Owners to discuss the Consultant's current and/or past performance. For Project Owner's contact information, provide Project Owner's name and address, the name of a contact with knowledge of Consultant's performance, as well as contact's phone number and email.

#### H. Project Team Experience and References

For purposes of the proposal and the selection process, the following terms are used to identify consulting team members: Project Manager, Other Key Personnel, and Other Team Members. The Project Manager is responsible for Consultant's work and is CITY's principal contact after the professional services contract is awarded, (2) Other Key Personnel are the keys to Consultant successfully executing the work; and (3) Other Team Members who will play a significant role in successfully executing the work.

Consultant shall provide the following information regarding the consulting team and its team members:

- 1) Consultant shall provide an organization chart showing the proposed relationships and the various roles and/or disciplines required to deliver the work. Within the organization chart, Consultant shall identify the project manager, other key personnel, and other team members. If a team member works for a sub-consultant, identify the sub-consultant. Consultant shall identify at least one person for each role and/or discipline.
- 2) Provide a list of office(s) in which the proposed team members will work. Provide its address, its general phone number, and the name of the principal(s) overseeing proposed staff at the office. Identify the proposed team members working at the office and their roles.
- 3) **Project Manager.** Provide the qualifications and experience of the Project Manager, his/her current commitments to other projects to confirm

Consultant's ability to commit resources to the work, and not less than three (3) references for the Project Manager.

- 4) **Other Key Personnel.** Provide the qualifications and experience of the Other Key Personnel; their current commitments to other projects to confirm Consultant's ability to commit resources to the work; and not less than three (3) reference for each person who is identified as Other Key Personnel.
- 5) **Other Team Members.** Provide the qualifications and experience of the Other Team Members.

CITY will contact project owners who have worked with the project manager and other key personnel to discuss their current and/or past performance. For each reference, list the proposed team member, project name, project owner, project owner's address, the name of contact with knowledge of performance, contact's phone number, and contact's email address. Provide references from different owners, if possible.

#### I. Consultant Fee Schedule and Reimbursable Expenses

Provide the level of effort with reimbursable expenses and hourly rate schedule. The level of effort and reimbursable expenses shall be broken down with a summary table for the entire proposal. CITY and the selected Consultant will endeavor to negotiate a consulting agreement which contains a not-to-exceed amount for professional services, reimbursable expenses, additional services, supplies, materials, and equipment.

To that end, Consultant shall provide for it and its sub-consultants, if any, a Consultant Fee Schedule and list of other costs for other reimbursable items, such as supplies, materials, equipment, other services, and/or other expenses.

### SECTION IV. PROPOSAL SUBMITTAL REQUIREMENTS

Consultant shall submit its proposal in accordance with the following requirements:

- A. CITY will only consider proposals received by CITY at or before the proposal submittal deadline of **Tuesday, August 16, 2022, at 2:00 pm.**
- B. Consultant shall submit proposals to the following address:  
  
City of Foster City  
Public Works Department  
Attn: Louis Sun, Public Works Director  
610 Foster City Blvd.  
Foster City, CA 94404
- C. For e-mailed proposals, CITY encourages each Consultant to confirm that its

proposal was received by CITY at or before the proposal submittal deadline. Contact the Public Works Director, Mr. Louis Sun at [lsun@fostercity.org](mailto:lsun@fostercity.org) or (650) 286-3270 to confirm City's receipt of the proposal.

- D. For hand-delivered proposals, Consultant shall deliver the proposal to the information desk in the building lobby. Consultant shall ensure the proposal is time and date stamped by the attendant prior to leaving the building.

## SECTION V. CONSULTANT SELECTION PROCESS

CITY will review proposals and perform reference checks to evaluate consultants.

CITY may or may not conduct consultant interviews to evaluate Consultants. If CITY chooses to hold interviews as part of the selection process, CITY will notify Consultants approximately three (3) weeks after the proposal submittal deadline.

Principal criteria used to evaluate Consultants will include the following:

- 1) Experience/Qualifications: Consultant's and sub-consultant's experience on similar projects, successfully providing professional design services in the last five years, if any.
- 2) Personnel Assigned: Experience of key personnel assigned to the project, and experience of key team members who will be assigned to the project for its full duration.
  - a. Project Manager's experience successfully providing professional design services and/or other related work on similar projects and their availability to perform work required by his/her role.
  - b. Other Key Personnel's experience successfully providing professional design services and/or other related work on similar projects and their availability to perform the work required by his/her role.
  - c. Other Team Members' experience providing professional design services and/or other related work on similar projects.
- 3) Quality and Completeness of Proposal:
  - a. Clarity and relevance of information contained in the proposal.
  - b. Consultant's understanding of work.
  - c. Consultant's approach to the work.
- 4) References

CITY may waive irregularities in any proposal, accept or reject all or any part of any proposal, or waive any requirements of the request for proposals, as may be deemed to be in the best interest of CITY.



After final evaluation, CITY will identify the highest ranked consultant, which appears to best meet the qualification criteria. CITY will attempt to negotiate a contract with the selected consultant. If the highest ranked consultant and CITY cannot reach agreement, CITY will terminate negotiations and, at its option, negotiate with the next ranked consultant.

Consultants shall bear all costs and assume all liability associated with negotiating a consultant agreement. CITY shall bear no costs and/or assume no liability for developing and/or submitting proposals.

## SECTION VI. DRAFT SCOPE OF SERVICES

### A. Scope of Services:

Following is a draft scope of services. A finalized Scope of Services will be developed during negotiations. The scope of services presented herein is intended to cover the design services necessary and/or other related work to design services for the Fuel Systems Improvements Project (CIP 301-700) identified herein and shall be used as the basis of negotiations. In addition, Consultant shall agree to perform the management and project controls specified in the Draft Scope of Services.

Consultant is encouraged to include in the proposal any additional tasks beyond the Draft Scope of Services that the Consultant may find necessary or beneficial in order to deliver a successful project.

CITY reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. CITY reserves the right to issue notice(s) to proceed for some or all the work up to 90 days after the City Council approves the agreement.

### 1. Description of Project

1.1 Based upon the City-Approved Conceptual Design Study that Tait Environmental Services completed in January 2022, prepare permit/construction packages for the three following alternates:

- Alternate 3 – Involves the installation of two (2) 10,000 gallon Unleaded Aboveground Storage Tanks (ASTs) located northwest of the existing Unleaded Underground Storage Tanks (USTs) and fuel dispensing island. The system will be equipped with two (2) ground mounted dispensers and a canopy over the fueling area.

- Alternate 3A – Involves the removal of the existing Unleaded USTs and fuel dispensing island. This project will be performed after the new AST-based systems (Task 1) are fully functional.
  - Alternate 4 – Involves the installation of one (1) 10,000 gallon diesel fuel AST located northwest of the Lagoon Pump Station. The system will include new underground piping across the yard to a new day tank to serve the lagoon pump engines. It will include an upgrade of the existing diesel fuel island adjacent to the driveway, with new underground piping across the yard to a new dispenser on the existing island. This area will include a canopy over the fueling area. The two (2) existing 5,000-gallon diesel fuel ASTs will be removed after the new AST-based systems are fully functional.
- 1.2 Prepare the construction package(s) in a way that separates the tank removal plans from the AST installation plans and in a way that will be acceptable to all permitting agencies.
  - 1.3 The three alternates are understood to be separated by the Foster City lagoon and, thus, will require different stormwater controls and mitigation measures.
  - 1.4 The ASTs will be equipped with tank mounted fill boxes, new dispensers, new monitor system, associated electrical, card reader, new canopy over the fueling area, and the required civil engineering, including but not limited to stormwater mitigation measures, topographical survey, grading, AST foundation and seismic anchoring.

## 2 Basic Services:

The general scope of work is described below.

- 2.1 Task 1 – Construction Documents/Design Phase Services for Alternate 3 (AST installation) and Alternate 4 (AST installation)
  - Attend Pre-Design project kick off meeting, on-site.
  - Site plan with installation scope of work described. CIP 301-700 Fuel Systems Improvements will be dimensionally located from on-site points (to be determined).
  - Tank cross-section detail sheet, with equipment details and list of materials.
  - Dispenser & piping details sheet, with equipment details and list of materials.
  - Misc. detail sheet as required for a complete construction document set.
  - Monitoring system details, including list of materials.
  - Electrical plans and details, including Title 24 calculations for the canopy lighting. (sub-contracted labor – local electrical engineer)
  - Spill Prevention, Control & Countermeasures (SPCC) Plan. (sub-contracted labor)
  - Civil engineering and plans, including engineer stamp and signature.
    - Topographic survey of the area for the new fuel systems

- Utility Research
- Dimensional Control Plan
- AST Foundation & Anchoring
- Grading Plan
- Water Quality Control Plan
- Demo Plan
- Erosion Control Plan
- Stormwater Management Report
- Meetings & Coordination
- Construction Administration (submittal review & RFI's associated with civil work)
- Project management, meetings & coordination. Progress design meetings as required.
- Construction Document deliverables will be prepared and submitted at approximately 50%, 90%, and 100% progress, or in accordance with City requirements.

## 2.2 Task 2 – Construction Documents/Design Phase Services for Alternate 3A (UST removal) and Alternate 4 (AST removal)

- Site plan with tank removal scope of work described.
- Civil engineering and plans, including engineer stamp and signature
  - Topographic survey of the tank removal areas
  - Utility Research
  - Grading Plan
  - Demo Plan
  - Erosion Control Plan
  - Construction Administration (submittal review & RFI's associated with civil work)
- Project management, meetings & coordination. Progress design meetings as required (assumed 2 phone calls or virtual meetings).
- Construction Document deliverables will be prepared and submitted at approximately 50%, 90%, and 100% progress, or in accordance with City requirements.

## 2.3 Task 3 – Permitting Phase Services

- File for and obtain permits &/or approvals of the new fuel system from:
  - BAAQMD (Phase I vapor recovery system only. No Phase II required, due to ORVR exemption)
  - City Planning Dept. (administrative approval only)
  - City Building Dept. (electrical, AST foundation & anchorage, site work)
  - City Fire Dept. (AST removal & installation)

## 2.4 Task 4 – Construction Phase Services

- Assist City with evaluation of contractor bids.
- Review of contractor submittals.
- Response to contractor RFI's related to the fuel system construction.

- Perform periodic site inspections at appropriate times (assumed 4) and provide progress reports.
- Prepare punch list of items requiring repair, modification, or completion at pre-final construction phase.
- Provide support as required during fuel system commissioning.
- Prepare as-built record plans based on contractor red-lines.

2.5 The following tasks are specifically excluded from the scope of work:

- Geotechnical Soils Report (to be provided by City, if required)
- City Planning Department special permitting (design review, special use permits)
- ADA upgrades to existing facilities
- Sub-surface utility location services
- Phase II Vapor Recovery design (ORVR exempt)
- Canopy engineering, plans & permitting (provided by awarded contractor)
- Offsite work
- LID / SUSMP
- Utility Plans
- SWPPP / NOI

## SECTION VII. STANDARD PROFESSIONAL SERVICES AGREEMENT AND INSURANCE REQUIREMENTS

The standard professional services agreement is attached as **Attachment A**. The selected Consultant should be prepared to sign and comply with all requirements therein.

The insurance requirements are described in Exhibit C Insurance of CITY's Standard Professional Services Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval by CITY as to form and content. The selected consultant shall agree to provide CITY with a copy of said policies, certificates, and/or endorsements.

## **ATTACHMENTS**

- A. STANDARD PROFESSIONAL SERVICES AGREEMENT
- B. TAIT ENVIRONMENTAL SERVICES, INC. CONCEPTUAL DESIGN FOR CIP  
301-700 FUEL SYSTEMS IMPROVEMENT PROJECT

(Start on next page)

PROFESSIONAL SERVICES AGREEMENT  
FOR  
PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH FUEL  
SYSTEMS IMPROVEMENTS (CIP 301-700)

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the City of Foster City hereinafter called "CITY" and  
\_\_\_\_\_ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, CITY desires to engage CONSULTANT to provide professional services in the CITY;

WHEREAS, CONSULTANT is qualified to provide such services to the CITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, CITY may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as CITY may determine in its sole discretion. (c) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONSULTANT commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of CITY's written

notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to CITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY determines that such termination is in CITY's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Invoices for amounts in excess of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of CITY including, without limitation, CONSULTANT's transmittal of all deliverables to CITY required by EXHIBIT A.

CITY shall not incur any charges under this Agreement, nor shall any payments become due to CONSULTANT for any payment period on the Project, until CITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this

Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then CITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon CITY. CITY shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.



CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by CITY, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of CITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as City's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that CITY provides to CITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as CITY's responsibility.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any

sums due CONSULTANT under this Agreement (or CONSULTANT shall promptly reimburse CITY for such expense).

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY:                      City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404-2299  
Attention: Louis Sun, Public Works Director

CONSULTANT:     Consultant Name  
                         Consultant Address  
                         Consultant Address  
                         Attn:  
                         Consultant Phone  
                         Consultant Email

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. 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.
19. Governing Law. This Agreement shall be deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with CITY that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not

limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

22. Liability of CITY.

Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, CITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement,

Notwithstanding any other provision of this Agreement, in no event shall CITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

CITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by CITY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and shall exonerate, indemnify, defend and save harmless CITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, CITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which CITY or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of CITY or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

24. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT, including without limitation failure

to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, “force majeure events”).

25. Entire Agreement. This Agreement, including Exhibits A, B, C, and D comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Richa Awasthi, Mayor

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Benjamin Stock, City Attorney

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Consultant Name/Title

## EXHIBIT A

### **SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR**

#### **PROFESSIONAL ENGINEERING DESIGN SERVICES ASSOCIATED WITH FUEL SYSTEMS IMPROVEMENTS PROJECT (CIP 301-700)**

##### SERVICES TO BE PROVIDED

This is an Exhibit attached to, and made a part of and incorporated by reference to the Agreement dated Date of Agreement, by and between Consultant Name, hereinafter referred to as "CONSULTANT" and the City of Foster City, hereinafter referred to as "CITY" providing for professional services.

##### **1. Description of the Project:**

1.1 DESCRIPTION: Description of Project

##### **2. Basic Services:**

The CITY has developed a general scope of work as described below.

2.1 Task 1 – Description of Task 1

2.2 Task 2 – Description of Task 2

2.3 Task 3 – Description of Task 3

##### PAYMENTS

1. The maximum payment to CONSULTANT under this Agreement for the Project shall be: **Maximum Payment Amount**
2. METHODS OF PAYMENT FOR CONSULTANT'S SERVICES AND EXPENSES: **List Methods of Payment**
3. TIMES OF PAYMENTS. **List Times of Payments**

##### PROJECTS AND SCHEDULE

**List Project Schedule**

##### DELIVERABLES

CONSULTANT's deliverables under the Agreement are enunciated throughout the Professional Services Agreement and include but are not limited to the following:

##### **1. PROJECT DELIVERABLES**

1.1 DELIVERABLES: List of Deliverables

1.2 OTHER:

2. CONSULTANT SERVICES. The deliverables considered part of CONSULTANT's professional services are defined as, but are not limited to, the following deliverables:

2.1 SERVICES: **List of Services**

END OF EXHIBIT A

EXHIBIT B  
FEE SCHEDULE

[Specify Consultant's hourly rates for which services hereunder shall be performed]



## EXHIBIT C INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in herein on the attached form. No substitute form will be accepted.

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between \_\_\_\_\_, hereinafter referred to as "**Consultant**", and the City of Foster City, hereinafter referred to as "**City**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect City and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

### 1.1 Insurance Requirements

#### Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City ), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

\*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City, its Council members, officials, agents, officers, and employees".

☒ Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

☒ Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

☒ Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **City as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the City, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

### 3. Insurance terms and conditions:

#### 3.1 Cancellation of Insurance

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

**ATTACHED**

1. Insurance Coverage Form

**EXHIBIT C**

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: \_\_\_\_\_ Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** **City of Foster City/Estero Municipal Improvement District (CITY)**  
**610 Foster City Boulevard, Foster City, CA 94404**  
**Attention:** \_\_\_\_\_

**Contract Administrator**

<b>Endorsement and Certificates of Insurance Required</b>		<b>Insurer</b>	<b>Policy No.</b>
The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)			
<input type="checkbox"/>	<b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	<b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/>	<b>Other:</b>		
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>		<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/>	<b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/>	<b>Professional Liability:</b>		

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

**SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** (       ) \_\_\_\_\_ **DATE ISSUED:** \_\_\_\_\_

**EXHIBIT D**  
**COVID-19 AMENDMENT/ATTACHMENT**  
**(Consulting Agreement Form)**

This COVID-19 Amendment/Attachment amends the Agreement between the City of Foster City ("City") and \_\_\_\_\_ ("Consultant") dated \_\_\_\_\_.

**1. Definitions**

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as "**COVID-19**".

B. A "**COVID-19 Condition**" is something attributable to COVID-19 not caused by the Consultant (which for purposes herein includes all subconsultants) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Consultant and which are beyond its reasonable control.

C. A "**COVID-19 Proclamation**" includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Consultant acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Consultant's cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Consultant shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An "**Unknown COVID-19 Condition**" is a COVID-19 Condition the Consultant did not know about, and reasonably should not have known about, as of the date the Consultant submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and the Consultant will be deemed to have knowledge of those requirements.

E. An "**Unknown COVID-19 Cost**" is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Consultant's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subconsultants failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

**2. COVID-19 Conditions and Proposal.** Consultant is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and COVID-19 Conditions must be accounted for in the Consultant's price and schedule. In order to be entitled to any relief from a COVID-19 Condition, the Consultant must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

**3. Compliance with COVID-19 Proclamations.**

A. Consultant shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Consultant is responsible to ensure that its subconsultants and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

**4. Delay.** The Consultant is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

**5. City Directed Suspension.** The City may suspend Services due to COVID-19 health concerns, even though the Consultant may be allowed to proceed with the Services based on COVID-19 Proclamations. The City may suspend the Services for its convenience. The Consultant is entitled to a time extension for a City Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Consultant incurs increased costs that are Unknown COVID-19 Costs.

**6. Compensation for COVID-19 Costs.** City will reimburse the Consultant for Unknown COVID-19 Costs that are not included in the schedule of values.

**7. Safe Work Practices.** Consultant shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subconsultants, or others ("worker(s)") at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Consultant remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

**8. Monitoring and Reporting.** City may require the Consultant to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Consultant shall immediately report to City any outbreaks of COVID-19 among its workers. The Consultant shall not knowingly allow any worker who has tested positive with COVID-19 to enter a City building. In the event of an outbreak or an exposure to COVID-19, the City may impose appropriate mitigation strategies which may be in consultation with the public health officer.

**9. Conflicts.** In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the City and Consultant have executed this Covid-19 Amendment as of the date set forth above.

CONSULTANT:

CITY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

## Introduction

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### TAIT Company Summary

TAIT & Associates, Inc. began 57 years ago as a consulting engineering firm dedicated to quality design. TAIT & Associates, Inc. offers engineering services throughout the Western United States. Today, TAIT's environmental subsidiary called TAIT Environmental Services, Inc. (TAIT) offers a wide array of services including fuel system design, construction, testing, compliance, and management, as well as environmental services to clients nationwide. We offer a comprehensive solutions-oriented approach to our clients' needs. TAIT has offered fuel system design since 1964, and fuel equipment testing services since 1984.

Our core expertise is in petroleum storage tank facilities. In fact, we provide ongoing fuel system and environmental services at well over a thousand telecom, hospital, and utility sites nationwide. We take great pride in our work and understand that the operational reliability of these systems can be the difference between life and death. Our expertise enables us to overcome our clients' toughest challenges and has led to a remarkably high rate of repeat business with our existing client base. The TAIT team is uniquely qualified to present this work for the following reasons:

- TAIT understands the unique safety and operational requirements associated with both Aboveground Storage Tank (AST) and Underground Storage Tank (UST) facilities. We have recent experience at local airports, city fleet yards, and many more AST/UST facilities.
- TAIT is an ISO 9001 certified company. Our core expertise is in petroleum storage tank facilities. We have extensive experience with all aspects of fuel storage and dispensing systems, and a deep understanding of the ever-changing regulatory environment affecting the design and use of these systems. We are one of the only Fueling Design Companies in Southern California with a full time Regulatory Affairs Manager who interfaces with the Local CUPA's, local Air Quality Districts, and the local Fire Departments on a routine basis.
- TAIT is the Engineer/Fueling Designer of choice for challenging programs. We recently guided a Fortune 500 client through a California consent judgement that resulted in zero compliance deviations and the non-payment of a \$2.5M



- suspended penalty.
- TAIT has over 30 years of experience in fuel system construction and in conducting storage tank compliance testing. Tens of thousands of tests and inspections have been successfully completed at systems like those operated by Foster City.
  - TAIT has UST Specialists, Construction Supervisors, Designers, Licensed Geologists, Hydrogeologists, Registered Environmental Assessors, Lead and Asbestos Consultants, Health & Safety Professionals, Professional Engineers, and Regulatory Experts on staff which continues to be a trademark of the firm. Our unique combination of talent, scientific understanding and design philosophy has enabled TAIT to steadily grow and prosper.
- ❖ The purpose of this technical memorandum is to provide an assessment of the City's existing fuel systems and present alternatives that will alleviate deficiencies and achieve the City's site-specific goals. TAIT's unique qualifications will ensure that the alternatives address the City's needs while remaining cost-effective, and in compliance of all federal, state, and local regulations.

## SECTION 1 - EXECUTIVE SUMMARY

The City has an unleaded fuel system and a diesel fuel system in its Corporation Yard. The unleaded fuel system provides fuel for vehicles and equipment. The diesel fuel system provides fuel for vehicles, equipment, lagoon pump engines, and the Corporation Yard Emergency Generator. The unleaded fuel system was installed in the early 1990s and the diesel system was installed in the 1960s.

### **Unleaded Fuel System.**

The existing unleaded fuel system includes two 10,000-gallon, double-walled, fiberglass USTs and two fuel dispensers, located at the Lincoln Centre Drive entrance to the Corporation Yard.

It is recommended that a new unleaded fuel system be constructed at a new location (Alternative 3) in the Corporation Yard and the existing unleaded fuel system be removed.

Based on the condition assessment, the unleaded fuel dispensers, electrical system, and piping sumps above the USTs should be replaced as they are defective and have outlasted their useful life. It is recommended that the existing USTs be replaced at the same time as the other elements because the existing USTs will be out of warranty prior to the start of construction.

Construction of a new unleaded fuel system at a different location is recommended so the new fuel system can be placed in service prior to removing the existing fuel system which will eliminate any fuel service interruptions. Otherwise, the City/EMID would be required to fuel at an off-site location or have a third-party fuel provider fuel vehicle(s) on-site.

### **Diesel Fuel System.**

The existing diesel fuel system is located on the west side of the Lagoon Pump Station Building. The diesel fuel system includes two 5,000-gallon concrete ASTs, one fuel dispenser, and a 210-gallon day tank. The day tank provides fuel to the Lagoon Pump Engines and the Corporation Yard Emergency Generator, via an underground diesel supply line that runs across the yard.

It is recommended that a new diesel fuel system be constructed (Alternative 4). The new diesel fuel system would be comprised of (a) a new 10,000-gallon AST at a new location; (b) a new fuel dispenser at the same location as the existing fuel dispenser; and (c) a new 300-gallon day tank at the same location as the existing day tank in the Lagoon Pump Station Building. In lieu of replacing the existing fuel line between the

day tank and the Corporation Yard Emergency Generator, it is recommended that the existing fuel line be abandoned, and a new stand-alone, 6,500-gallon AST be installed for the Corporation Yard Emergency Generator as part of the Emergency Generator Replacement Project (FY 2021-2022).

**NOTE:** There would be a significant cost savings to include this work with the installation of Alternative 3 (if chosen by the City), to install the new 6,500-gallon (Emergency Generator Supportive) Diesel AST at this time to avoid separate planning, permitting, engineering & mobilization costs of a separate project.

The condition assessment concluded that the existing diesel fuel system should be replaced in its entirety as the entire fuel system has outlasted its useful life and the ASTs, day tank, and underground piping lack the required and/or appropriate secondary containment.

Because the new diesel fuel dispenser and day tank will be installed at or near the location of the existing dispenser and day tank, respectively, the City/EMID will likely experience short diesel fuel service interruptions. A temporary diesel fuel source will likely be required during a short period during construction. Construction related to the fuel supply to the lagoon pump engines should take place outside of the wet season.

## SECTION 2 - CONDITION ASSESSMENTS

### EXISTING UNLEADED FUEL SYSTEM

**Description.** The unleaded fuel system includes two 10,000-gallon USTs and two fuel dispensers. It is located at the entrance to the Corporation Yard on Lincoln Centre Drive. The system was installed in the early 1990s. The system has outdated fuel dispensers and an electrical system requiring replacement.

**Existing Fuel Dispensers.** The existing fuel dispensers (Tokheim) are no longer supported by the industry with respect to replacement parts. Certain replacement parts can be found, however any parts found would most likely be used parts and may not meet current industry standards as to their condition for continued use. Finding used parts is also a frustrating process and wastes valuable time. It is recommended that the fuel dispensers be replaced.

**Existing Under Dispenser Containment (UDC).** The existing UDCs are exceedingly small and do not meet the current fuel dispenser footprints requirements. If the existing dispensers are replaced, it is recommended that the UDCs be replaced with

new UDCs that are appropriately sized for the new dispenser.

If the UDCs are not replaced and the new dispensers are installed, new adaptor frames are required to marry the new dispenser with the old UDCs. Also, the depth and small opening of the existing UDCs would hinder maintenance and/or installation of new flex lines, impact valves and sensors for the new dispenser, which is not recommended.

**Existing Under Dispenser Containment Monitoring.** Boudreaux wireless sensors are installed in the existing UDCs. Wireless liquid sensor systems are highly subject to interference from other wireless systems, communication systems, or noise filled electrical systems and are not reliable. Also, the sensors installed are no longer industry supported. It is recommended that the existing underground containment monitoring system be replaced with a hard wired UDC monitoring system.

There appears to be an inadequate number or size of conduits from the existing Veeder Root Console in the office building to the fuel island. The Boudreaux sensors were apparently added later from the original installation date due to regulatory requirements by the State of California Water Resources Control Board or Title 23; however, the manufacturer no longer exists, and the product is no longer supported.

**Existing Electrical Supply System.** The existing electrical system is comprised of a 120 VAC system. The emergency shut off for the electrical system is inadequate to shut down the existing 120-VAC supply to the existing fuel dispensers.

The existing electrical system will not support new fuel dispensers. The existing fuel dispensers are suction type and have ½ HP motors installed to run the pumping units. New fuel dispensers have fuel pumps equipped with 1 HP motors that require larger wiring and in most cases 220-VAC supply.

**Piping Sumps at USTs.** On top of each UST is a piping sump that terminates the product piping between the fuel dispenser UDC and the UST itself. The piping sumps had water present in them at time of inspection and after speaking with site personnel, the sumps have water pumped out several times per week. This indicates that the site may not pass the required Tri-Annual SB-989 testing. Water is being removed in the piping sumps even when no rain events have occurred. This is likely due to worn out piping and/or electrical penetrations into the existing piping sumps and is due to ground water leaking in through these same penetrations. There could also be cracks in the existing piping sumps. It is recommended that the piping sumps be rehabilitated or replaced.

**Existing Underground Storage Tanks (USTs).** Most steel and fiberglass USTs come with a 30-year warranty. The two 10,000-gallon fiberglass tanks were installed in 1992, 29 years ago. The USTs will soon be out of warranty.

The salt water and tidal surges have the biggest effect on the USTs simply due to water pushing on and then flowing out and away from the USTs. The fact the tanks are fiberglass suggest the water table would have far more effect on this type of UST compared to a steel tank which has much less flex but would be subject to corrosion.

Based on the review of the annual monitoring certifications, there appears to be no reason to suspect the current USTs are leaking or ground water is leaking into the USTs.

After a review of federal, state, and local requirements, there appears to be no regulatory drivers that require replacement of the existing USTs.

The unleaded fuel system appears to meet all Federal requirements for *(SPCC Plan 40CFR Part 112) requirements. State requirements (Title 23); and local Fire Code laws (2305.3 Fire Extinguishers) (2303.2 Emergency Stop Switches) (2305.2.3 Dispensing Devices) (2305.3 Spill Control) (2304.3.2 Dispensers 2306.7)(2304.3.3 Emergency Controls) (2304.3.4 Operating Instructions) (2304.3.5 Emergency Procedures) (2304.3.6 Communications) (2304.3.7 Quantity Limits) (2305.6 Warning Signs) (2306.7.7.1 Leak Detection) (2306.7.7 Remote Pumping) (2306.7.9.2.2 Location - Vapor Processing) (5704.2.3.2 Label or Placard) (5704.2.9.7.5.1 Information Signs.*

## **EXISTING DIESEL FUEL SYSTEM**

**Description.** The existing Diesel Fuel System is comprised of two 5,000-gallon concrete ASTs supported in a concrete vault immediately adjacent to the Lagoon Pump Station Building. The tanks supply fuel to one fuel dispenser and a 210-gallon day tank inside the Lagoon Pump Station Building. The day tank supplies fuel to the lagoon pump engines and the Corporation Yard Emergency Generator.

**Existing Fuel Dispenser.** The existing fuel system fuel dispenser (Tokheim) is no longer supported by industry with respect to replacement parts. Certain replacement parts can be found, however any parts found would most likely be used parts and may not meet current industry standards as to their condition for continued use. Finding used parts is also a frustrating process and wastes valuable time. It is recommended that the fuel dispenser be replaced.

**Existing Aboveground Storage Tanks.** The two 5,000-gallon, concrete, single-wall ASTs are supported above the floor of an in-ground concrete vault which is located on the west wall of the Lagoon Pump Station. The tanks were installed in the early 1960s and have outlasted their useful life. The only access to the bottom of the vault is provided by an unsecured ladder.

The vault originally had a flush mounted top and the fuel tanks were considered USTs. Due to regulatory requirement changes, the lid was removed, and an open-air canopy was constructed so the tanks would be visible, and the tanks were re-classified as ASTs. The open-air canopy allows rain to enter the vault. Groundwater and/or rainwater must be removed from the bottom of the vault regularly. Any water in the vault would trigger fuel spill sensors.

The existing system lacks secondary containment for fuel leaks. When the water table is high, groundwater infiltrates the concrete vault, therefore, it is apparent the concrete vault is not adequate secondary containment for the fuel spills from the diesel tanks.

**Day Tank.** A 210-gallon single-wall day tank was installed in the early 1960s in the Lagoon Pump Station Building and has outlasted its useful life. The two 5,000-gallon diesel fuel tanks feed fuel to the day tank which feeds fuel to (a) the lagoon pump engines used to pump water from the lagoon to the bay and (b) the Corporation Yard Emergency Generator which is located across the yard.

The day tank does not have secondary containment. Using the building as a form of secondary containment would not meet the Aboveground Petroleum Storage Act (APSA) for the simple fact that the building cannot hold a diesel spill. Spills from the existing day tank would flow outside the building to lagoon or parking/storage area.

It is recommended that the existing day tank and piping be replaced with a new 300-gallon day tank, associated piping, and appropriate secondary containment.

**Underground Diesel Supply Line between Day Tank and Corporation Yard Emergency Generator.** The underground diesel supply line is part of the diesel fuel system that provides fuel from the day tank to the Corporation Yard Emergency Generator. This line crosses the yard from the southwest corner of the Lagoon Pump Station Building to the Corporation Yard Emergency Generator.

The existing 2" supply line secondary containment pipe is full of groundwater and does not provide the required secondary containment of a leak in the primary pipe. The conclusion was based on visual inspection when the leak monitoring sensor was removed. It is highly likely that both the Veeder Root TLS-250 Leak Monitoring



Console and the leak monitoring sensor are inoperable.

The product line to the Corporation Yard Emergency Generator should either be removed, or triple rinsed, filled with foam, and closed permanently. Removing the line is possible, however, there is a high chance of damaging other underground utilities given all underground utilities that cross the Corporation Yard. Therefore, it is recommended that the primary and secondary pipes be triple rinsed and filled with foam if allowed by the CUPA.

Rather than install a new underground supply line from the day tank to the Corporation Yard Emergency Generator, it is recommended that a stand-alone, diesel AST be installed as part of the Emergency Generator Replacement Project (FY 2021-2022) as a new emergency generator will be installed as part of the contract.

## SECTION 3 – REPLACEMENT ALTERNATIVES

### ALTERNATIVES – GENERAL

The following alternatives for the replacement of facilities were considered:

- **Alternative No.1** – Reconstruct the “top” of existing unleaded UST fuel system at its current location. (existing USTs to remain)
- **Alternative No. 2** – Reconstruct existing unleaded UST fuel system at its current location. (existing USTs to be replaced)
- **Alternative No. 3** – Construct a new unleaded fuel system at a new location in the Corporation Yard and remove the existing fuel system.
- **Alternative 3A** Existing Unleaded UST Removal – Stand Alone Cost Associated with Alternative 3 and would be completed after Alternative 3 was completed.
- **Alternative No. 4** – Install the new diesel fuel system northwest of Lagoon Pump Station and remove the existing diesel fuel system. A new dispenser will be installed at or near the location of the existing dispenser.

All alternatives include a canopy over the fueling operations portion of the fuel systems to comply with the State of California Water Run Off Regulations. (Resolution No. 2013-0032)

As part of this study, placing new unleaded and diesel fuel systems west of the Lagoon Pump Station was considered; however, the alternative was not pursued due to the insufficient space for proper traffic circulation to safely access the unleaded and

diesel dispensers.

As part of this study, the installation of a new stand-alone, diesel fuel AST for the Corporation Yard Emergency Generator was considered. According to City Staff, the new AST would store enough fuel to allow for the Emergency Generator to operate for 168 hours or seven days without commercial power. Based on the existing Emergency Generator's fuel usage of 36-gallons per hour x 168 hours equals a 6,500-gallon AST. Because the existing emergency generator will be replaced with a more fuel-efficient emergency generator as part of the Emergency Generator Replacement Project (FY 2021-2022), the AST will likely be smaller. It is understood that the City intends to include a stand-alone, diesel AST in the Emergency Generator Replacement Project (FY 2021-2022).

### **ALTERNATIVE NO. 1 – RECONSTRUCT “TOP” OF EXISTING UNLEADED UST FUEL SYSTEM AT ITS CURRENT LOCATION**

**Description.** Alternative No. 1 replaces the “top” of the existing unleaded fuel system, which includes the concrete tank top, UST piping and sumps, dispensers, and electrical system. Also, a canopy & footings would be installed over the new fuel dispensing area.

**NOTE:** During construction, the Lincoln Centre Drive entrance to the Corporation Yard will be blocked. The City/EMID will need an alternative vehicle fueling arrangement during construction.

#### **Scope of Work**

- Construction
  - Remove the concrete pad over the USTs.
  - Install spread footing and a single post canopy over the fuel dispensers.
  - Replace the tank top components, e.g., product piping, vent piping, and UDCs.
  - Replace fuel dispensers (Suction Type).
  - Add a NEMA 3R enclosure just inside the secure fence to house the following – (a) new fuel sub-panel fed from the existing sub-panel inside the office building; An emergency shut off system (relays or contactors); new fuel management system; phone line for both the fuel management and one new remote overfills alarm system facing the existing fill buckets.

This work can be completed without having to install vacuum, pressure, and/or hydrostatic (VPH) monitoring on the secondary product piping or wet annular type



monitoring of the UST annular spaces. This would also allow for all high and low voltage wiring to be located between the NEMA 3R enclosure and the fuel system itself with no required trenching into the administration building.

### Budget Estimate

The estimated budget to remove the tank top and upgrade the system as described above, including new components, materials, equipment, labor, per diem, permitting, inspections and final testing:

Item	Budget Amount
Design & Construction Support (35%)	\$50,000
Construction	\$415,000
Construction Management (15%)	\$65,000
Miscellaneous Expenses	\$5,000
<b>Subtotal</b>	<b>\$535,000</b>
Project Contingency (35%)	\$187,250
<b>Project Budget</b>	<b>\$722,250</b>

### ALTERNATIVE NO. 2 – CONSTRUCT A NEW UNDERGROUND UNLEADED FUEL SYSTEM AT THE CURRENT LOCATION OF THE EXISTING UNLEADED FUEL SYSTEM

**Description.** Alternative No. 2 includes removing the existing unleaded fuel system, including the existing USTs, and constructing a new unleaded fuel system in the same location.

During construction, the Lincoln Centre Drive entrance to the Corporation Yard will be blocked. The City/EMID will need to have an alternative vehicle fueling arrangement during construction.

### Scope of Work

- **Construction**
  - Install Shoring System
  - Excavate Tank Hole

- Remove Existing USTs and Related Electrical Systems
- Protect on Site all excavated Pea Gravel for Reuse
- Water and Soil Sampling with Full Stamped Soils Report
- New USTs
- Reinstall Pea Gravel backfill
- Remove Shoring System
- ELD Testing

### Budget Estimate

Item	Budget Amount
Design & Construction Support (25%)	\$100,000
Construction	\$996,000
Construction Management (10%)	100,000
Miscellaneous Expenses	\$15,000
<b>Subtotal</b>	<b>\$1,211,000</b>
Project Contingency (35%)	\$424,000
<b>Project Budget</b>	<b>\$1,635,000</b>

### **ALTERNATIVE NO. 3 – CONSTRUCT A NEW UNLEADED FUEL SYSTEM BETWEEN THE VEHICLE MAINTENANCE FACILITY AND THE CORPORATION YARD EMERGENCY GENERATOR AND REMOVE THE EXISTING UNLEADED FUEL SYSTEM**

**Description.** Alternative No. 3 includes constructing a new unleaded fuel system between the Vehicle Maintenance Facility and the Corporation Yard Emergency Generator and removing the existing unleaded fuel system after the new system is operational.

During the removal of the existing fuel system, the Lincoln Centre Drive entrance to the Corporation Yard will be blocked. The City/EMID will not need to have an alternative vehicle fueling arrangement during construction as the existing unleaded fuel system would be removed after the new fuel unleaded fuel system is operational.

## Scope of Work

### New Unleaded Fuel ASTs between Vehicle Maintenance Facility and Corporation Yard Emergency Generator

- Excavate and install new AST concrete pads
- Two (2) new 10,000-gallon unleaded fuel ASTs
- Fall protection – stair platform
- Two (2) gas (Suction Type) fuel dispensers
- Fuel management system
- Leak detection system
- Canopy over fuel dispensing only

Install two new unleaded 10,000-gallon ASTs, two new fuel dispensers, and related supportive systems. Power will come from the Vehicle Maintenance Facility with the installation of a NEMA 3R Enclosure to house following the components: fuel system electrical sub-panel, existing tank monitor, phone and or Cat 5, E-stop relays, or contactors, and a system remote overfill alarm mounted where fuel system delivery driver can see and hear the alarm.

To take the place of the existing underground piping from the two existing diesel ASTs at the rear of the Lagoon Pump Building, TAIT recommends installing one new diesel 6,500-gallon AST just to the east of the proposed unleaded ASTs. This AST would support the Corporation Yard Emergency Generator. This EG burns 36 gallons of diesel per hour.

- Construction
  - Saw-cut and remove the existing asphalt in the AST area and install grounding and two (2) seismically engineered concrete pads.
  - Install canopy footings.
  - Install two (2) 10,000-gallon unleaded ASTs with stair platform fall protection systems.
  - Core drill existing asphalt for the required bollard installation.
  - Saw-cut and remove asphalt from the work area along the north wall to the side of the maintenance shop for electrical supply conduits.
  - Install NEMA 3R enclosure outside of the Vehicle Maintenance Facility facing the ASTs.
  - Install two (2) surface mounted UDCs in front of ASTs, respectively 26" away from ASTs.

- Install two (2) RDR suction type fuel dispensers – this narrative assumes Phase II exemption.
- Install complete electrical system.
- Install complete tank monitor system.
- Install complete fuel management system
- Install complete canopy and install VR remote overfill alarm on canopy stanchion.

### Budget Estimate

Item	Budget Amount
Design & Construction Support (25%)	\$100,000
Construction	\$950,000
Construction Management (10%)	\$95,000
Miscellaneous Expenses	\$15,000
Subtotal	<b>\$1,160,000</b>
Project Contingency (35%)	\$406,000
<b>Project Budget</b>	<b>\$1,566,000</b>

### ALTERNATIVE NO. 3A – EXISTING UNLEADED UST REMOVAL

**Description** Required Scope of Work to be associated with Alternative 3 and would be completed after Alternative 3 was completed.

#### Scope of Work

- Construction
  - Secure high/low voltage electrical.
  - Saw-Cut remove existing concrete pad over UST, fuel dispensers and island.
  - Install engineered shoring system.
  - Remove fuel island components.
  - Secure soil samples
  - Backfill with existing pea gravel and import fresh class II base rock
  - Finish with new Asphalt
  - Restripe parking area

### Budget Estimate

Item	Budget Amount
Design & Construction Support (25%)	\$100,000
Construction	\$245,000
Construction Management (10%)	\$25,000
Miscellaneous Expenses	\$20,000
Subtotal	<b>\$390,000</b>
Project Contingency (35%)	\$137,000
<b>Project Budget</b>	<b>\$527,000</b>

#### **ALTERNATIVE NO. 4 – CONSTRUCT A NEW DIESEL FUEL SYSTEM AT A NEW LOCATION IN THE CORPORATION YARD AND REMOVE THE EXISTING DIESEL FUEL SYSTEM**

**Description.** Alternative No. 4 includes constructing a new diesel fuel system and removing the existing diesel fuel system on the west side of the Lagoon Pump Station Building.

The City/EMID will need an alternative vehicle fueling arrangement during construction as the existing diesel fuel system will be removed for a period.

#### **Scope of Work**

- Construction
  - Remove two (2) 5,000-gallon concrete diesel ASTs from vault.
  - Remove wall around top of vault, to be even with existing grade.
  - Back fill vault with Caltrans Class II base rock.
  - Install seismically engineered AST concrete pad.
  - Install one (1) new 10,000-gallon diesel AST to supply the diesel fuel dispenser and the new 300-gallon day tank which supplies fuel to the emergency pumps in the Lagoon Pump Station.
  - Trench to existing diesel fuel dispenser and remove replace the product line, high and low electrical conduits.
  - Remove/replace day tank
  - Remove/replace one (1) UDC.
  - Remove/replace one (1) diesel fuel dispenser.
  - Remove/replace fuel management system.
  - Install single post canopy over fueling area.

## Budget Estimate

Item	Budget Amount
Design & Construction Support (25%)	\$100,000
Construction	\$1,000,000
Construction Management (10%)	\$100,000
Miscellaneous Expenses	\$30,000
Subtotal	<b>\$1,130,000</b>
Project Contingency (35%)	\$400,000
<b>Project Budget</b>	<b>\$1,530,000</b>

## SECTION 4 – VAPOR RECOVERY SYSTEMS

The State of California requires vapor recovery systems on unleaded fuel storage tanks to reduce hydrocarbon emissions into the atmosphere. There are two types of vapor recovery systems installed on unleaded fuel systems.

A Phase One Vapor Recovery System will be installed on the unleaded ASTs pursuant to Title 23 of the California Code of Regulations.

We recommend that the City continue its practice of obtaining exemptions from installing the Phase II recovery system and omit a Phase II recovery system from the new unleaded fuel system. We understand that the City's unleaded fuel system is only utilized by City vehicles; the City's vehicles have modern vapor recovery systems, known as, onboard refueling vapor recovery (ORVR) systems; and the City has been exempted by the AQMD from installing the Phase II Vapor Recovery System on the proposed existing unleaded fuel system. For comparison, public gas stations are required to install Phase II recovery systems.

## SECTION 5 – GROUND WATER PERMITTING

During the project's design phase, the City should task its Design Consultant with sampling of soils and water and preparing a soils report. The soils report will perform an assessment of the soils and water that will likely be encountered during construction. The report will help to determine if the soil or water that will be

encountered during construction, contain contaminants.

The information regarding the contaminant levels in the water will be used to determine where to dispose of the water from the dewatering excavations. As part of the Alternative 2 and 3, the construction contractor will dewater the excavation for removing the existing USTs (Alternatives 2 and 3) and installing new USTs (Alternative 3). Where the water will be discharged will determine construction contract requirements and the permits to be obtained by the City and/or the construction contractor.

Depending on the levels of contamination in the water, the water may be disposed of in the sanitary sewer system which requires a wastewater discharge permit for the City of San Mateo; in the storm drain system which requires a permit from the State Water Board, or off hauled and disposed elsewhere.

The time to obtain permits varies greatly. We recommend that the City obtain any permits required by the State prior to issuing a call for bids.

## **SECTION 6 – SOIL REMEDIATION**

It is recommended that the Design Consultant interface with the San Mateo County Environmental Health Certified Unified Program Agency (CUPA) to review the findings in the soil report and State's Department of Toxic Substance Control local and water sampling to determine if fuel has leached from the existing fuel system into the surrounding soil.

- All budget alternatives include soil and water sampling, analytical analysis, chain of custody, mapping and a final stamped soils report as required by new work and will be delivered to the City as well as the CUPA for review and final acknowledgement from the State as to its findings.

### **Notes to Ground Water Permitting**

Foster City is located along the western side of San Francisco Bay. Groundwater levels in the city range from less than five feet Below Ground Surface (Bgs) to approximately 20 feet Bgs. Due to the proximity of the site to the bay, it is likely that groundwater levels at the site are less than 10 feet Bgs. Excavation of the 10,000-gallon underground storage tanks (USTs) will extend to an approximate depth of at least 13 feet Bgs and will likely be below the groundwater level at the site. This situation will require dewatering on the excavation during the UST removal and soil/groundwater assessment sampling related to the UST removal.

To assess the dewatering methodology used at the site, TAIT will utilize a



subcontractor to initially complete a direct-push soil boring to a depth of 20 feet Bgs in the immediate area of the USTs to assess the following:

- Soil lithology and depth to groundwater around the USTs. The lithology of the soils will determine whether wellpoint or sump pumping methodology is best for dewatering the excavation.
- Collect a groundwater sample for analyses by a laboratory to determine the disposal method of the water removed from the excavation.

Based on soil assessments on nearby properties around the site, the soils beneath the site consist of sands, silts, and clays. An initial soil boring will determine the soil lithology in the immediate area of the USTs and the actual depth to groundwater. The recharge rate of the groundwater can be tested in this boring. If the recharge rate is high, then a wellpoint system of individual groundwater extraction borings can be located around the perimeter of the UST area to dewater the excavation during the UST removal. If the recharge rate is low, then dewatering may be necessary by sump pumping methodology of removing water directly from the excavation during UST removal. It is also possible that a combination of wellpoint and sump pumping may be required to adequately dewater the excavation.

Analysis of the groundwater collected from the boring will be critical to determine the best methodology of disposing of the groundwater. Analytical methods will be completed in accordance with state and local requirements. If the groundwater is acceptable for discharge into the sewer or storm drain discharge, permits to allow for discharge will be submitted to the appropriate agencies. If the groundwater is determined to be contaminated, then it will be required to be stored on site prior to transportation and disposal to an approved disposal facility following dewatering procedures.

Prior to completion of any soil borings at the site and geophysical survey should be completed to accurately outline the area of the tanks and associated piping.

### **Soil Sampling Permitting**

The San Mateo County Environmental Health Services, Hazardous Materials Program (County EHS) is the Certified Unified Program Agency (CUPA) for Foster City, and it will be the oversight agency for any required soil/groundwater assessment sampling and remediation related to the petroleum underground storage tanks (USTs). During the permitting of removal and replacement of USTs and associated piping and dispensers, the County EHS may require soil and/or groundwater assessment sampling of the areas beneath the USTs, piping, and dispensers. Sampling locations and numbers of samples will be determined in advance by County EHS and will be completed under the regulatory oversight of the County EHS according to County EHS



requirements. Sample analyses will be dependent upon the fuel historically stored in the USTs and will follow the “Recommended Minimum Verification Analyses” (Revision 08/29/2019) requirements of County EHS.

Waste Oil or Unknown Fuel, and Hydraulic Lifts	TPH as motor oil, hydraulic oil	EPA 8015 (quantified to standard that best matches)
	BTEX, Fuel Oxygenates, naphthalene, Chlorinated Hydrocarbons, and Ethanol; (deepest soil sample or water sample only) Add Lead and Lead Scavengers for tanks and lifts older than 1992	EPA 8260B/C
	SVOCs for PCBs and PAHs	EPA 8270
	Metals: Cd, Cr, Pb, Zn, Ni (soil only)	WET, EPA 6010 or 6020 (ICAP) or EPA 7000 series (AA)
Dry Cleaning Substance	TPH as Stoddard Solvent	EPA 8015
	Chlorinated Hydrocarbons	EPA 8260B/C

BTEX = Benzene, Toluene, Ethylbenzene, and total Xylenes

Fuel Oxygenates = Methyl tert-Butyl Ether (MTBE), tert-Butyl Alcohol (TBA), di-Isopropyl Ether (DIPE), tert-Amyl Methyl Ether (TAME)

Lead Scavengers = Ethyl tert-Butyl Ether (ETBE), 1,2-Dibromoethane (EDB), 1,2-Dichloroethane (EDC) Chlorinated Hydrocarbons: Tetrachloroethane (PCE), Trichloroethene (TCE), cis-1,2-Dichloroethene, trans-1,2- Dichloroethene, and Vinyl Chloride.

PCBs = Polychlorinated Biphenyls

PAHs = Polyaromatic Hydrocarbons, 16 priority pollutant PAHs as defined in [LUFT Manual](#)

WET=Waste Extraction Test method as described in the CCR, Title 22, Division 4.5, Chapter 11

If it is determined that excavated soils can be reused as backfill for the UST excavation at the site, soil samples will be collected from the soil stockpile in accordance with the “Characterization and Reuse of Petroleum Hydrocarbon Impacted Soil” (Revision 09/05/2019) requirements of County EHS. Soil and/or groundwater assessment sampling during the UST, piping, and dispenser removal phase of the project will be completed by an experienced Tait technician under the direct oversight of a California Professional Geologist.

The Professional Geologist will complete, sign, and certify any sampling/tank closure reports required by the County EHS.

Subsequent soil assessment/remediation in the UST/piping/dispenser area may be required based on the results of the assessment sampling during the UST, piping, and dispenser removal phase of the project. The County EHS will determine whether additional assessment is required or if soil and/or groundwater remediation is necessary. Additional assessment, if required may necessitate the use of subsurface investigation techniques using a drill rig and the installation of groundwater monitoring wells. The extent and type of assessment/remediation required, if any, will be determined in consultation with the County EHS following completion of the initial sampling during the UST, piping, and dispenser removal phase of the project.

## **SECTION 7 – FUEL MANAGEMENT SYSTEMS FOR MONITORING AND TRACKING FUEL LEVELS AND USE**

Fuel Management Systems are electronic instrumentation that provides real time monitoring of each fueling transaction, fuel inventory, and fuel system diagnostics.

The systems can track and generate reports for fuel usage by agency, department, and/or vehicle. The level of fuel in the storage tank can also be monitored and alarms can be set for low level so fuel can be ordered when needed. Most systems require network connections to each device and three IP addresses to configure.

## **SECTION 8 – CITY PLANNING DEPARTMENT**

TAIT would recommend that the City complete design and create a final project plan set to submit to the City Planning Department to secure Planning approval prior to publicly announcing the RFP. This is a complicated project, and in our experience, it would be difficult to obtain cost effective bids on a design build basis. Locking down the scope of work, and planning and other regulatory requirements should allow contractors to provide the most competitive proposals. This approved plan set can then be used by the GC awarded the project to submit for construction permits.

TAIT has the team available for preparation of the design plans and coordination with the agencies to obtain approvals prior to putting this project out to bid. Tait can also assist the City by providing construction oversight. if needed. and would also file weekly reports to the City as to project status, safety procedures etc.



DATE: August 1, 2022

TO: Mayor and Members of the City Council

VIA: Stefan Chatwin, City Manager

FROM: Louis Sun, Public Works Director  
Laura Galli, Engineering Manager

SUBJECT: RESOLUTIONS APPROVING TASK ORDER CSG-2022-01  
WITH CSG CONSULTANTS, INC IN THE AMOUNT OF  
\$100,000 FOR CITY/DISTRICT PROJECTS AND WITHOUT  
LIMITATION FOR LAND DEVELOPMENT PROJECTS FOR  
TEMPORARY STAFF AUGMENTATION AND INSPECTION  
SERVICES

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### RECOMMENDATION

It is recommended that the City Council/EMID Board adopt the attached resolutions approving Task Order CSG-2022-01 with CSG Consultants, Inc. (CSG) in the amount of \$100,000 for City projects that are not reimbursed to City/District through developer deposit accounts ("City/District Projects") and without any limitation on compensation for land development projects which are reimbursed through developer deposits ("Developer Projects") for temporary staff augmentation and inspection services under the Master Professional Civil Engineering Services Agreement dated July 18, 2022.

### EXECUTIVE SUMMARY

On July 18, 2022, the City Council/EMID Board approved a Master Professional Civil Engineering Services Agreement with CSG under which the City/District can access on-call professional services to carry out a specific task or project with the approval of a Task Order by the City/District Manager

or City Council/EMID Board (depending upon the scope of the task). Task Order CSG-2022-01 will provide for the continued temporary part-time staff augmentation and inspection services by CSG, for the not to exceed amount of \$100,000 for City/District Projects and without limitation for Developer Projects, which will allow staff to continue the recruitment process for three (3) vacant Assistant/Associate Engineer positions.

## BACKGROUND

The City's Engineering Division has experienced a number of vacancies since April, 2021. While some vacancies have been filled, there are currently three (3) unfilled Assistant/Associate Engineer positions, and the recruitment process is on-going. Recruitment has been much more time-consuming than usual, the position was advertised in December and re-posted in February. No new hires resulted from the process. Since May, recruitment has resumed, and another round of interviews has been scheduled for August.

In April, 2022, the previous City/District Manager approved an agreement under his purchasing authority with CSG for a not-to-exceed amount of \$49,999.99 to provide staff augmentation services in order to continue to provide timely service in the absence of a full complement of engineers. The position has been filled temporarily by a consultant from CSG who has been working part time, approximately 20 hours a week, of which some hours are provided on site and some hours are provided remotely. The consultant is assisting in the review and coordination of the large development projects underway (Gilead, Pilgrim Triton, Bio-med, Pavilion, 388 Vintage Park Drive, etc.); building permit plan check review; with the intent of assisting with open CIP projects to meet the goal of closing out the projects, and other duties as time allows.

On July 18, 2022, the City Council/EMID Board approved a Master Professional Civil Engineering Services Agreement with CSG under which the City/District can access on-call professional services to carry out a specific task or project with the approval of a Task Order by the City/District Manager or City Council/EMID Board (depending upon the scope of the task).

## ANALYSIS

Under the Master Professional Civil Engineering Services Agreement, the Associate Engineer rate is \$180 per hour. Anticipated salary savings from the vacant positions in the amount of \$50,000 will be transferred to the

Contractual Services account, in combination with carry-over funding in the amount of \$50,000 approved by the City Council on July 18, 2022, to provide the funding for City services assignments. Work performed by the contracted staff that is associated with Development projects has been and will continue to be reimbursed from the development deposit accounts.

This Task Order CSG-2022-01, if approved, will be the first Task Order under the Master Professional Civil Engineering Services Agreement with CSG and will ensure continued temporary part-time staff augmentation and inspection services by CSG while City/District staff continues the recruitment process to bring on permanent staffing and do any necessary cross-training.

### FISCAL IMPACT

Task Order CSG-2022-01 sets a not-to-exceed limit of \$100,000 for work completed for City/District Projects and no limitation for Developer Projects. Adequate funding is available in the Public Works Department budget for the City and EMID services work and in the Developer Deposits for reimbursable work.

### CITY COUNCIL/DISTRICT BOARD VALUE/PRIORITY AREA

This action supports the “Staff Empowerment and Operational Excellence” Value/Priority Area. The key outcome is to continue to provide exceptional and uninterrupted service to the Foster City community.

### Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - EMID Resolution
- Attachment 3 - Task Order CSG-2022-01

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING TASK ORDER CSG-2022-01 WITH CSG CONSULTANTS, INC IN THE AMOUNT OF \$100,000 FOR CITY PROJECTS AND WITHOUT LIMITATION FOR LAND DEVELOPMENT PROJECTS FOR TEMPORARY STAFF AUGMENTATION AND INSPECTION SERVICES

CITY OF FOSTER CITY

WHEREAS, the Engineering Division has experienced a number of vacancies since April, 2021 and the recruitment process is on-going; and

WHEREAS, on July 18, 2022, the City Council approved a Master Professional Civil Engineering Services Agreement with CSG Consultants (CSG) under which the City can access on-call professional services to carry out tasks or projects with the City Council's or City Manager's approval of a Task Order, depending upon level of effort; and

WHEREAS, Task Order CSG-2022-01 will provide for continued temporary staff augmentation and inspection services by CSG while City staff continues the recruitment process to bring on permanent staffing and do any necessary cross-training; and

WHEREAS, salary savings from the vacant positions in the amount of \$50,000 will be transferred to the Contractual Services account, in combination with carry-over funding in the amount of \$50,000 approved by the City Council on July 18, 2022, to provide the funding for work performed on City projects while work associated with development projects will be reimbursed from the Development Deposit accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOSTER CITY that the City Council does hereby approve Task Order CSG-2022-01 with CSG Consultants, Inc. (CSG) for temporary staff augmentation and inspection services under the Master Professional Civil Engineering Services Agreement dated July 18, 2022, for a not to exceed amount of One Hundred Thousand Dollars (\$100,000) for projects that are not reimbursed to City/District through Developer deposit accounts and without limitation for land development projects and/or tasks that are reimbursed to City through developer deposit accounts.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 1<sup>st</sup> day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
RICHA AWASTHI, MAYOR

ATTEST:

\_\_\_\_\_  
PRISCILLA SCHAUS, CITY CLERK

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT APPROVING TASK ORDER CSG-2022-01 WITH CSG CONSULTANTS, INC IN THE AMOUNT OF \$100,000 FOR CITY PROJECTS AND WITHOUT LIMITATION FOR LAND DEVELOPMENT PROJECTS FOR TEMPORARY STAFF AUGMENTATION AND INSPECTION SERVICES

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, the Engineering Division has experienced a number of vacancies since April, 2021 and the recruitment process is on-going; and

WHEREAS, on July 18, 2022, the EMID Board approved a Master Professional Civil Engineering Services Agreement with CSG Consultants (CSG) under which the District can access on-call professional services to carry out tasks or projects with the District Board's or District Manager's approval of a Task Order, depending upon level of effort; and

WHEREAS, Task Order CSG-2022-01 will provide for continued temporary staff augmentation and inspection services by CSG while District staff continues the recruitment process to bring on permanent staffing and do any necessary cross-training; and

WHEREAS, salary savings from the vacant positions in the amount of \$50,000 will be transferred to the Contractual Services account, in combination with carry-over funding in the amount of \$50,000 approved by the District Board on July 18, 2022, to provide the funding for work performed on District projects while work associated with development projects will be reimbursed from the Development Deposit accounts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby approve Task Order CSG-2022-01 with CSG Consultants, Inc. (CSG) for temporary staff augmentation and inspection services under the Master Professional Civil Engineering Services Agreement dated July 18, 2022, for a not to exceed amount of One Hundred Thousand Dollars (\$100,000) for projects that are not reimbursed to District through Developer deposit accounts and without limitation for land development projects and/or tasks that are reimbursed to District through developer deposit accounts.



PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 1<sup>st</sup> day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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RICHA AWASTHI, PRESIDENT

ATTEST:

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PRISCILLA SCHAUS, DISTRICT SECRETARY

TASK ORDER NO. CSG-2022-01  
TO MASTER PROFESSIONAL CIVIL ENGINEERING SERVICES AGREEMENT

This Task Order No. CSG-2022-01 ("Task Order") is made and entered into by and between the City of Foster City/Estero Municipal Improvement District ("City/District") and CSG Consultants ("Consultant").

RECITAL

A. City/District and Consultant entered into an agreement entitled Master Professional Civil Engineering Services Agreement ("Agreement") on July 18, 2022, by which the Consultant agreed to perform Civil Engineering services in accordance with Task Orders issued by the City/District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INCORPORATION BY REFERENCE. This Task Order hereby incorporates by reference all items and conditions set forth in the Agreement.
2. SCOPE OF TASK ORDER. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement.
3. PAYMENT. For services performed by Consultant in accordance with this Task Order, City/District will compensate Consultant in accordance with the terms and conditions and at the hourly rates set forth in the Agreement and in the manner described in Exhibit "A". For projects that are not reimbursed to City/District through Developer deposit accounts ("City/District Projects"), the compensation paid to CONSULTANT shall not exceed One Hundred Thousand Dollars (\$100,000). For land development projects and/or tasks that are reimbursed to City through developer deposit accounts ("Developer Projects"), there shall be no maximum compensation limit.
4. SIGNATURES. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Consultant and the City/District.

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

City of Foster City

Consultant

By: Richa Awasthi  
Title: Mayor  
Date: \_\_\_\_\_

By: Cyrus Kianpour  
Title: President  
Date: \_\_\_\_\_  
Tax ID No.: \_\_\_\_\_

EXHIBIT A  
SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS, AND SCHEDULE,  
PROFESSIONAL ON-CALL CIVIL ENGINEERING SERVICES  
TASK ORDER CSG-2022-01

This is an Exhibit attached to and made a part of and incorporated by reference to the Master Professional Civil Engineering Services Agreement dated July 18, 2022, by and between CSG Consultants, hereinafter referred to as "**CONSULTANT**" and the City of Foster City/Estero Municipal Improvement District, hereinafter referred to as "**CITY/DISTRICT**" providing for professional services.

1. **DESCRIPTION OF THE PROJECT:**

Staff augmentation to perform land development review, building permit plan check review, capital improvement project management services, and other duties as required.

2. **PAYMENTS:**

- 2.1 Services shall be provided by an Associate Engineer at the rate set forth in the agreement.
- 2.2 The maximum payment to CONSULTANT under this Task Order for City/District Projects, the compensation paid to CONSULTANT shall not exceed \$100,000.
- 2.3 There shall be no maximum payment to CONSULTANT under this Task Order for projects that are Developer Projects.
- 2.4 Compensation for Consultant's Services shall be on a time-and-expense reimbursement basis
- 2.5 Consultant shall furnish monthly summary for both City/District Projects and Developer Projects that shall include the following:
  - Narrative of specific accomplishments, inspections, etc. during the reporting period.
  - Current period and cumulative expenditures under this Task Order to date.
  - Approved budget and balance remaining for City projects.
  - Itemization by project (e.g.; development or CIP).
  - Actual cost to complete each task within each project.
- 2.6 Invoices are to be submitted monthly. The invoice shall be accompanied by a cost breakdown by discipline, in approved format.

3. **SCHEDULE:**  
CONSULTANT will perform its work based on mutually agreed upon schedules. Services will be performed at 20 hours per week on average, at the discretion of the City. CSG will provide services on an as-requested basis,
4. **DELIVERABLES:** CONSULTANT's deliverables under the Task Order include but are not limited to the following:
  - 4.1 Land development review
  - 4.2 Building permit plan check review
  - 4.3 Capital improvement project management services
  - 4.4 Final maps, Subdivision Maps, Easement review
  - 4.5 Other services as required



DATE: August 1, 2022

TO: Mayor and Members of the City Council  
President and Members of the Estero Municipal Improvement  
District (EMID) Board of Directors

VIA: Stefan Chatwin, City/District Manager

FROM: Edmund Suen, Finance Director

SUBJECT: RESOLUTIONS UPDATING THE AUTHORIZED SIGNATORIES  
FOR CURRENT AND FUTURE BANK AND INVESTMENT  
ACCOUNTS EFFECTIVE AUGUST 9, 2022

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### RECOMMENDATION

It is recommended that the City Council/District Board approve the attached resolutions updating the authorized signatories for current and future bank and investment accounts effective August 9, 2022.

### EXECUTIVE SUMMARY

The City/District invests funds with financial institutions and investment custodians in its day-to-day cash and investment management operations. On January 20, 2015, the City Council authorized Edmund Suen and Fiti Rusli as authorized signatories for the purposes of opening, administering, and closing any and all cash and investment accounts necessary to conduct the financial operations of the City and District. On August 8, Fiti Rusli will be retiring; therefore, there is a need to update the authorized signatories and replace Fiti Rusli with Mimi Lam. The attached resolutions would authorize Edmund Suen (Finance Director/Treasurer) and Mimi Lam (Financial Services Manager), to create and terminate accounts, sign checks, withdraw and

deposit funds, and execute buy and sell investment transactions in accordance with the Investment Policy. These resolutions will be used for all cash and investment accounts excluding the Local Agency Investment Fund (LAIF), which requires a separate resolution that is also on the agenda this evening.

### BACKGROUND AND ANALYSIS

With the upcoming retirement of Assistant Finance Director Fiti Rusli, staff is recommending Mimi Lam as her replacement signatory effective August 9, 2022 for opening, administering, and closing any and all cash and investment accounts necessary to conduct the financial transactions of the City and District. The approval of the attached resolutions allows for an uninterrupted transition and facilitates business continuity.

### FISCAL IMPACT

There is no fiscal impact associated with this report.

### CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is in alignment with the City Council's Vision Statement for a "Sustainable Foster City" under the economic sustainability framework. It allows for business continuity within the City organization.

### Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - District Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY  
AUTHORIZING EDMUND SUEN AND MIMI LAM AS AUTHORIZED SIGNATORIES FOR  
PURPOSES OF OPENING, ADMINISTERING AND CLOSING ANY AND ALL CASH  
AND INVESTMENT ACCOUNTS

CITY OF FOSTER CITY

WHEREAS, the organization conducts cash and investment management operations by opening, administering, and closing various cash and investment accounts with various banks, brokerage firms, investment custodians, and other similar financial and investment institutions; and

WHEREAS, the Finance Director/Treasurer is charged with the responsibility of managing the organization's cash flow, including but not limited to the following functions: opening and closing accounts, signing checks, ordering withdrawal or transfer of funds, endorse and deposit checks and other items payable to the organization, executing buy and sell investment transactions, and transacting other administrative business relating to said accounts; and

WHEREAS, the City Council does hereby find the said functions shall be performed in accordance with the City's Investment Policy and in accordance with all applicable City ordinances; and

WHEREAS, the City Council also desires that any check that is issued requires two authorized signatures

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize the following individuals to be duly authorized signatories/designated account signers to open, administer and close any and all cash and investment accounts necessary to conduct the financial operations of the City effective August 9, 2022:

- Edmund Suen, Finance Director/Treasurer
- Mimi Lam, Financial Services Manager

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Foster City does hereby authorize that any checks issued would require two authorized signatures from the names listed above.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 1<sup>st</sup> day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

RICHA AWASTHI, MAYOR

ATTEST:

---

PRISCILLA SCHAUS, CITY CLERK



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL IMPROVEMENT DISTRICT AUTHORIZING EDMUND SUEN AND MIMI LAM AS AUTHORIZED SIGNATORIES FOR PURPOSES OF OPENING, ADMINISTERING AND CLOSING ANY AND ALL CASH AND INVESTMENT ACCOUNTS

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, the organization conducts cash and investment management operations by opening, administering, and closing various cash and investment accounts with various banks, brokerage firms, investment custodians, and other similar financial and investment institutions; and

WHEREAS, the Finance Director/Treasurer is charged with the responsibility of managing the organization's cash flow, including but not limited to the following functions: opening and closing accounts, signing checks, ordering withdrawal or transfer of funds, endorse and deposit checks and other items payable to the organization, executing buy and sell investment transactions, and transacting other administrative business relating to said accounts; and

WHEREAS, the Board of Directors does hereby find the said functions shall be performed in accordance with the City's Investment Policy and in accordance with all applicable City ordinances; and

WHEREAS, the Board of Directors also desires that any check that is issued requires two authorized signatures

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby authorize the following individuals to be duly authorized signatories/designated account signers to open, administer and close any and all cash and investment accounts necessary to conduct the financial operations of the City effective August 9, 2022:

- Edmund Suen, Finance Director/Treasurer
- Mimi Lam, Financial Services Manager

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby authorize that any checks issued would require two authorized signatures from the names listed above.

PASSED AND ADOPTED as a resolution of the Board of Directors of the Estero Municipal Improvement District at the regular meeting held on the 1<sup>st</sup> day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

RICHA AWASTHI, PRESIDENT

ATTEST:

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PRISCILLA SCHAUS, DISTRICT SECRETARY



DATE: August 1, 2022

TO: Mayor and Members of the City Council  
President and Members of the Estero Municipal Improvement  
District (EMID) Board of Directors

VIA: Stefan Chatwin, City/District Manager

FROM: Edmund Suen, Finance Director

SUBJECT: RESOLUTIONS UPDATING THE AUTHORIZED SIGNATORIES  
FOR DEPOSITING AND WITHDRAWING FUNDS WITH THE  
LOCAL AGENCY INVESTMENT FUND ("LAIF") EFFECTIVE  
AUGUST 9, 2022

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### RECOMMENDATION

It is recommended that the City Council/District Board approve the attached resolutions updating the authorized signatories for depositing and withdrawing funds with the Local Agency Investment Fund ("LAIF") effective August 9, 2022.

### EXECUTIVE SUMMARY

The City/District invests funds with LAIF. Due to the upcoming retirement of Assistant Finance Director Fiti Rusli, there is a need to update the authorized signatories for investment activities with LAIF. The attached resolutions are necessary to meet LAIF's authorization requirements and duly authorizes Edmund Suen (Finance Director/Treasurer) and Mimi Lam (Financial Services Manager), as individuals authorized to deposit and withdraw funds from LAIF.

## BACKGROUND AND ANALYSIS

With the upcoming retirement of Assistant Finance Director Fiti Rusli, staff is recommending Mimi Lam as her replacement signatory effective August 9, 2022 for making deposits and withdrawals of funds from LAIF. The approval of the attached resolutions allows for an uninterrupted transition and facilitates business continuity.

## FISCAL IMPACT

There is no fiscal impact associated with this report.

## CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item is in alignment with the City Council's Vision Statement for a "Sustainable Foster City" under the economic sustainability framework. It allows for business continuity within the City organization.

### Attachments:

- Attachment 1 - City Resolution
- Attachment 2 - District Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY  
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT  
FUND

CITY OF FOSTER CITY

WHEREAS, pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasurer for the deposit of money of a local agency for the purposes of investment by the State Treasurer; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated herein as in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby authorize the deposit and withdrawal of City monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.

BE IT FURTHER RESOLVED that the following City officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund effective August 9, 2022:

Edmund Suen  
Finance Director/Treasurer

Mimi Lam  
Financial Services Manager

\_\_\_\_\_

\_\_\_\_\_

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City, at the Regular Meeting held on the 1<sup>st</sup> day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
RICHA AWASTHI, MAYOR

\_\_\_\_\_  
PRISCILLA SCHAUS, CITY CLERK

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ESTERO MUNICIPAL  
IMPROVEMENT DISTRICT AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL  
AGENCY INVESTMENT FUND

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

WHEREAS, pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Agency Investment Fund in the State Treasurer for the deposit of money of a local agency for the purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated herein as in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Estero Municipal Improvement District does hereby authorize the deposit and withdrawal of City monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein.

BE IT FURTHER RESOLVED that the following District officers or their successors in office shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund effective August 9, 2022:

Edmund Suen  
Finance Director/Treasurer

Mimi Lam  
Financial Services Manager

\_\_\_\_\_

\_\_\_\_\_

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City, at the Regular Meeting held on the 1<sup>st</sup> day of August 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
RICHA AWASTHI, MAYOR

\_\_\_\_\_  
PRISCILLA SCHAUS, DISTRICT SECRETARY



DATE: August 1, 2022

TO: Mayor and Members of the City Council

VIA: Stefan Chatwin, City Manager

FROM: Vanessa Brannon, Senior Management Analyst  
Yelena Cappello, Deputy City Clerk

SUBJECT: APPOINTMENT OF FIVE CITIZENS, ONE YOUTH MEMBER,  
ONE REPRESENTATIVE OF A NON-PROFIT AND MAJOR  
EMPLOYER TO THE CITIZENS SUSTAINABILITY ADVISORY  
COMMITTEE

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### RECOMMENDATION

It is recommended that the City Council, by Minute Order:

1. Appoint five Resident Members to a two or three-year term on the Citizens Sustainability Advisory Committee;
2. Appoint one Youth Member to a two or three-year term on the Citizens Sustainability Advisory Committee;
3. Approve selection of one representative of a Non-Profit based on City Staff's recommendations and Sustainability Subcommittee Council liaisons' feedback and advice and appoint Non-Profit Member to a two or three-year term on Citizens Sustainability Advisory Committee; and
4. Approve selection of one representative of a Major Employer based on City Staff's recommendations and Sustainability Subcommittee Council liaisons' feedback and advice and appoint Major Employer Member to a two or three-year term on Citizens Sustainability Advisory Committee.

## EXECUTIVE SUMMARY

The purpose of the Citizens Sustainability Advisory Committee is to advise the City Council on sustainability issues facing Foster City regarding Environmental, Economic, or Social sustainability and research, review, and provide comments on proposed programs and initiatives, including the updated Climate Action Plan.

The Citizens Sustainability Advisory Committee was established by City Resolution No. 2022-46 at the May 2, 2022 City Council Regular Meeting. A notice of vacancy was advertised for six weeks; additionally, staff conducted direct outreach to businesses and non-profits. Staff received six resident applications and two youth member applications. Additionally, staff offered invitations directly to one major employer and one non-profit, to fill those seats, respectively.

## BACKGROUND/ANALYSIS

The Citizens Sustainability Advisory Committee was established by City Resolution No. 2022-46 at the May 2, 2022 City Council Regular Meeting. Per the Policy Statement of the Committee, membership is as follows:

- Five (5) Foster City Resident voting member seats; and
- One (1) Foster City Resident youth voting member seat; and
- Two (2) In-town Business voting member seats:
  - One (1) business voting member should be from one of the City's major employers
  - One (1) business voting member should be from one of the City's small businesses
- One (1) In-town Non-Profit voting member seat

According to the Policy Statement, generally, each member of the Committee will serve a term of three (3) years beginning on the date of the member's appointment by the City Council. However, because this is the first year of the Committee's existence, the selection of the Members will be for either two or three-year terms in order to stagger the terms of office.

The Policy Statement provides that the City Council will select four of the Members appointed to the committee to serve an initial two (2) year term and the remaining Members for three (3) year terms. All appointments after this



initial appointment will be for three (3) year terms.

A notice of vacancy to fill full terms on the newly created Citizens Sustainability Advisory Committee was advertised in the local newspapers, the City's electronic newsletter, and posted on social media, and displayed on the City's website for six (6) weeks with the application deadline of June 30, 2022. The following residents (listed in alphabetical order) have submitted applications:

- Victoria Blackman
- Shilpi Goel
- Ronald Haupt
- Maxwell Kwan
- Nilofer Motiwala
- Lawrence Staley

Two applications were received for the youth member seat. The applicants are:

- Siddharth Godi
- Struti Goel

Additionally, as outlined in the [May 2, 2022 Staff Report](#), Staff sent out invitations to one of the City's large business employers and non-profits.

Pursuant to the Policy Statement of the Committee, the five (5) Resident Members and one (1) Youth Member shall be selected through an application and the City Council selection process. The two businesses and non-profit seats will be selected by City Staff with advice and feedback from the Sustainability Subcommittee Council liaisons, and final approval of the City Council.

City staff recommends, with feedback and advice from the the Sustainability Subcommittee Council liaisons, the following for the City's major employer and non-profit:

<b>Member Seat</b>	<b>Name</b>	<b>Other</b>
Non-Profit	Marah Curry	Representing the Foster City Chamber of Commerce; Previously served on the Environmental Sustainability Task Force in 2008-2009 as a Foster City resident
Major Employer	Nicole Kho	Representing Gilead Sciences; Director of Sustainability for Gilead Sciences

Staff reached out to the Chamber of Commerce for assistance filling the small business member seat. Unfortunately, at the time of this meeting, we could not find a representative for that seat. However, Staff will continue to pursue a representative for the Small Business Member Seat.

Additionally, although the representatives for the Major Employer and Non-Profit would be appointed by name to the Citizens Sustainability Advisory Committee, there is a desire from the Gilead representative to secure an alternate to ensure continuity if the person appointed is unable to attend a meeting. The alternate will also be brought before City Council for appointment consideration.

All applicants have been invited to attend this City Council meeting.

### FISCAL IMPACT

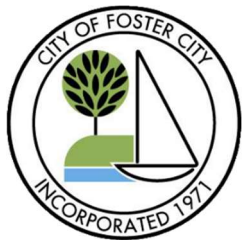
There is no fiscal impact.

### CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREAS

Climate Action Planning and corresponding outreach efforts align with the "Innovation and Sustainability" and "Improved Community Engagement" Value/Priority Areas.

Attachments:

- Attachment 1 - News Release
- Attachment 2 - Resident Committee Applications
- Attachment 3 - Youth Member Committee Applications
- [Link - May 2, 2022 Staff Report - Establishing a Citizens Sustainability Advisory Committee](#)



# NEWS RELEASE

The City of Foster City  
Priscilla Schaus, Public Information Officer  
[PSchaus@fostercity.org](mailto:PSchaus@fostercity.org); (650) 286-3250

## FOR IMMEDIATE RELEASE

Press Release #051922-01

## Citizen Advisory Committees Recruiting Now

**Contact:** Priscilla Schaus, Communications Director/City Clerk, (650) 286-3250, [pschaus@fostercity.org](mailto:pschaus@fostercity.org)

Foster City, CA; May 19, 2022 – Foster City residents willing to help improve the local quality of life are needed to serve their community by volunteering time and expertise to filling vacancies on the two following citizen advisory committees:

- **Citizens Sustainability Advisory Committee:** Residents with a passion for sustainability are encouraged to apply to join the Citizens Sustainability Advisory Committee (CSAC). CSAC will serve in an advisory capacity at the pleasure of the City Council, providing feedback and comment on issues facing Foster City regarding environmental, economic, or social sustainability. Additionally, CSAC can research, review, and provide comments on proposed sustainability programs and initiatives.

Five vacancies, with either two- or three-year terms based on City Council discretion, are open for Foster City residents who are at least 18 years old. Additionally, there is one vacancy available for a youth member-at-large, who is under 18 years old and is entering or already in grades 9 through 12.

Those interested are invited to submit applications by **5:00 p.m. on Thursday, June 30, 2022**. Applicants are required to attend the **August 1, 2022** City Council meeting for consideration of official appointment. Subject to public health conditions, applicants may be invited to join the meeting via teleconference. For more information and to download an application, visit [www.fostercity.org/bc-csac](http://www.fostercity.org/bc-csac). Return completed applications by email to [clerk@fostercity.org](mailto:clerk@fostercity.org). Please note that incomplete applications will not be accepted.

- **Traffic Review Committee:** Foster City residents who are interested in addressing traffic and transportation issues should apply to the Traffic Review Committee. The Committee receives and reviews appeals or requests from citizens or staff regarding traffic matters and makes recommendations to the City Council.

There is one partial vacancy with a term ending December 31, 2022 open for a Foster City resident.

Those interested are invited to submit applications by 5:00 p.m. on **Thursday, June 23, 2022**. Applicants are required to attend the **August 1, 2022** City Council meeting for consideration of official appointment. Subject to public health conditions, applicants may be invited to join the meeting via teleconference. For more information and to download an application, visit [www.fostercity.org/bc-trc](http://www.fostercity.org/bc-trc). Return completed applications by email to [clerk@fostercity.org](mailto:clerk@fostercity.org). Please note that incomplete applications will not be accepted.

###

**COMMITTEE/COMMISSION RECEIVED**Application for Appointment  
By City Council/Board of Directors

2022 JUN 14 P 5:38

Return completed application forms to:  
Communications/City Clerk Department  
610 Foster City Boulevard  
Foster City, CA 94404  
(650) 286-3250  
clerk@fostercity.orgCITY OF FOSTER CITY  
COM. COMMUNICATIONS  
5:00PM THURSDAY  
DEADLINE FOR FILING: June 30, 2022For more information, visit [www.fostercity.org](http://www.fostercity.org)Please type or print in **BLACK INK ONLY**

Date: June 10, 2022 Committee or Commission for Which Application is Filed: Citizens Sustainability Advisory Committee

Name: Victoria Blackman E-mail Address: [REDACTED]

Present Street Address: [REDACTED] Foster City, Ca 94404

Cell Phone: 650 [REDACTED] Home Phone: n/a How long have you lived in Foster City? 31 years

What is your occupation? Retired elementary teacher/ Tutor

Employer's Name: Previously taught at the Wornick Jewish Day School in Foster City for 20 years

Employer's Address: [REDACTED] Foster City, Ca. 94404

Your Present Position: Substitute teacher/tutor Length of Employment: 21 years

Self Employed:

Name and Description of Business: n/a

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Length of Ownership: \_\_\_\_\_

Have you ever served on a public board, committee or commission? no

If yes, please explain: \_\_\_\_\_

Do you have any relatives presently employed by the city or serving in any official capacity? no

If yes, please give names(s) and relationship: \_\_\_\_\_

Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

I volunteer with Samaritan House in the Weecare (school outreach) program. I am responsible I for conducting all school tours.

Previously I volunteered at Foster City School PTO, Bowditch Drama boosters, San Mateo High school

Quiz Kids program, Girl Scouts and Boy Scouts.

Please list individuals who are well acquainted with your personal and/or professional qualifications

Jenny Saba	Samaritan House	Director Volunteers	650 [REDACTED]
Name	Address	Occupation	Phone
Adam Eilath	Wornick Jewish Day School	Head of School	650 [REDACTED]
Name	Address	Occupation	Phone
Barbara Gereboff	[REDACTED] FC	VP Education Programs	818 [REDACTED]
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission:

I would like to be a member of the Citizens Sustainability Advisory Committee because I have lived in Foster City for 32 years and have invested my time and heart in this wonderful community. I would like to help lead it forward in ways that are healthy for the people, environment and businesses here. I am uniquely qualified from my personal experience, my business experience and my teaching years here in Foster City.

Sustainability means promoting the balance between environmental, social and economic interests. Or, more succinctly, the needs of people, profits and the planet have to be all considered for growth and stability. Sustainability also implies that Foster City meets the needs of the present without compromising the future.

As an educator for over 20 years, one of my passions was teaching students how to take care of the planet. I worked diligently to make sure they not only understood recycling and composting, but why we do them. We looked at such things as education and food injustice in the county as well - understanding the human needs and deficits, as well as our responsibilities for correcting them.

I am a volunteer with Samaritan House too, helping with the WeeCare program in the schools within San Mateo County. I am responsible for leading virtual tours with students ranging from Kindergarten to Middle School and spotlighting the needs of county families and what students can do to help. I also worked in Silicon Valley for many years, giving me a broad understanding of the importance of business success.

I know we have a lot to do here in Foster City — and I want to help be part of the solution. Our planet demands we pay attention. And our citizens are willing as well ... our job is to lead and teach.

**Please note, no attachments to this form will be accepted.**



RECEIVED  
2022 - May - 23 10:34 AM  
City of Foster City/Estero Municipal  
Improvement District

## COMMITTEE/COMMISSION

Application for Appointment  
By City Council/Board of Directors

Return completed application forms to:  
Communications/City Clerk Department  
610 Foster City Boulevard  
Foster City, CA 94404  
(650) 286-3250  
clerk@fostercity.org

5:00PM THURSDAY

DEADLINE FOR FILING: June 30, 2022

For more information, visit [www.fostercity.org](http://www.fostercity.org)

Please type or print in **BLACK INK ONLY**

Date: 05/19/2022 Committee or Commission for Which Application is Filed: Citizens Sustainability Advisory Committee

Name: Shilpi Goel E-mail Address: [REDACTED]

Present Street Address: [REDACTED] Foster City CA 94404

Cell Phone: 650 [REDACTED] Home Phone: [REDACTED] How long have you lived in Foster City? 22 yrs

What is your occupation? Salon Owner

Employer's Name: Self Employed

Employer's Address: [REDACTED]

Your Present Position: [REDACTED] Length of Employment: [REDACTED]

Self Employed:

Name and Description of Business: My Fair Lady Salon

Address: 100 Grand lane Foster city Phone: 6503725130

Length of Ownership: 21

Have you ever served on a public board, committee or commission? No

If yes, please explain: [REDACTED]

Do you have any relatives presently employed by the city or serving in any official capacity? No

If yes, please give names(s) and relationship: [REDACTED]



Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

Monthly Clean up ( team up clean up )

Foster City Diwali Event 2018 and 2019, 2021

Clean up with Pacific Beach Coliation

Earth Day Clean Up

Please list individuals who are well acquainted with your personal and/or professional qualifications

Baljeet Vijon	[REDACTED]	Software engineer	650 [REDACTED]
Name	Address	Occupation	Phone
Prabha	[REDACTED] Foster City, CA 94404	pre school	(650) [REDACTED]
Name	Address	Occupation	Phone
Mary Ann	[REDACTED]	Retired Flight attend	652 [REDACTED]
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission:

We are in crisis of saving the Mother Earth right now. By 2050, we'll have more plastic in ocean than fish. With increse in human population, more trash is created every day. We still have no proper disposal and recycle of this trash. We need to stop use of single use plastic compltely. For last few years I stopped using disposable utensils completely. Climate change is one side effect of Mother Earth changing. We need to take action NOW, Think if bathroom is leaking and instead of closing the faucet, we are mopping and trying to clean the spill . I want to encourage people to change habits and take action.

**Please note, no attachments to this form will be accepted.**



RECEIVED  
2022 - June - 23 6:25 PM  
City of Foster City/Estero Municipal  
Improvement District

**COMMITTEE/COMMISSION**  
**Application for Appointment**  
**By City Council/Board of Directors**

Return completed application forms to:  
Communications/City Clerk Department  
610 Foster City Boulevard  
Foster City, CA 94404  
(650) 286-3250  
clerk@fostercity.org

**5:00PM THURSDAY**

**DEADLINE FOR FILING: June 30, 2022**

For more information, visit [www.fostercity.org](http://www.fostercity.org)

**Please type or print in BLACK INK ONLY**

Date: 6/20/2022 Committee or Commission for Which Application is Filed: Citizens Sustainability Advisory Committee

Name: Ronald (Ron) Haupt E-mail Address: [REDACTED]

Present Street Address: [REDACTED] Foster City, CA 94404

Cell Phone: (650) [REDACTED] Home Phone: (650) [REDACTED] How long have you lived in Foster City? 55 years

What is your occupation? Mechanical Engineer

Employer's Name: Pressure Piping Engineering Associates, inc.

Employer's Address: [REDACTED] Foster City, CA 94404

Your Present Position: Senior Consultant and President Length of Employment: 39 years

Self Employed:

Name and Description of Business:

Address:  Phone:

Length of Ownership:

Have you ever served on a public board, committee or commission? Yes

If yes, please explain:

CSAC 2018-2020

Do you have any relatives presently employed by the city or serving in any official capacity? No

If yes, please give names(s) and relationship:

Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

CSAC 2018-2020

AYSO 1976-1983 (Coach 6 years, Board 3 years)

Please list individuals who are well acquainted with your personal and/or professional qualifications

Gary Hursh	[REDACTED] Sacramento, CA 95841	Attorney	(916) [REDACTED]
Name	Address	Occupation	Phone
Bob Serb	[REDACTED] Richmond, CA 94803	Civil Engineer	(510) [REDACTED]
Name	Address	Occupation	Phone
Bernard Barcos	[REDACTED] CA 93117	Retired Microwave Engineer & Restaurateur	(805) [REDACTED]
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission:

I thank Foster City for believing that a permanent Citizens Sustainability Advisory Committee (CSAC) is advisable, perhaps somewhat based of the previous limited CSAC's efforts.

Sustainability is a complex issue. Some see sustainability rather narrowly as an ecological issue. But I see sustainability more broadly, involving not just ecology, but how we live and work in Foster City and how Foster City exists and works with it's neighboring cities, the region and more. To survive we must attend to the physical environment certainly -- bay level rise, earthquake, energy, air, and water problems need to be addressed. But business and social issues, how we work and best relate to one another, how we work and best relate to the many local and global levels of government. development, and social organizations, also need to be addressed. David Brower (Friends of the Earth) first said, "Think globally, act locally!" I'm not sure there is a single identifiable most important problem facing Foster City, rather I think it is a combined ecological, growth, interpersonal, evolving problem. There are a lot of big problems, getting bigger, needing big solutions. But they seem so vast that it is daunting to contemplate them. It seems that many small individual mistakes have incrementally lead to our big problems and are only going to be corrected by many small incremental individual solutions. With limits to our resources and real limits to growth, sustainable methods must be found to meet our real needs, as distinct from our wants. Finding sustainable methods within a small city such as Foster City seems to be a small but logical step toward incrementally achieving mutually larger solutions. Ideally CSAC should extend the eyes and ears of the Foster City Council and staff in searching for the best sustainability solutions, which may not be currently known or agreed upon. But, I believe CSAC can be Foster City's small but significant incremental step to finding mutual solutions to the larger sustainability problems. I'd like to help.

**Please note, no attachments to this form will be accepted.**



RECEIVED  
2022 - June - 30 8:00 AM  
City of Foster City/Estero Municipal  
Improvement District

## COMMITTEE/COMMISSION

Application for Appointment  
By City Council/Board of Directors

Return completed application forms to:  
Communications/City Clerk Department  
610 Foster City Boulevard  
Foster City, CA 94404  
(650) 286-3250  
clerk@fostercity.org

5:00PM THURSDAY

DEADLINE FOR FILING: June 30, 2022

For more information, visit [www.fostercity.org](http://www.fostercity.org)

Please type or print in **BLACK INK ONLY**

Date: June 30, 2022 Committee or Commission for Which Application is Filed: Citizens Sustainability Advisory Committee

Name: Maxwell Kwan E-mail Address: [REDACTED]

Present Street Address: [REDACTED] Foster City, CA 94404

Cell Phone: 650 [REDACTED] Home Phone: n/a How long have you lived in Foster City? 16 years

What is your occupation? Architecture Student | College of Environmental Design

Employer's Name: University of California Berkeley

Employer's Address: Bauer Wurster Hall, Berkeley, CA 94720

Your Present Position: Student Length of Employment: 4-6 Years

Self Employed: \_\_\_\_\_

Name and Description of Business: n/a

Address: n/a Phone: n/a

Length of Ownership: n/a

Have you ever served on a public board, committee or commission? Yes

If yes, please explain:

In my senior year, I was elected as the Senior Representative, which has led me to lead multiple initiatives, serve on numerous boards to review school proposals, and attend weekly meetings regarding current issues. I have been apart of school leadership and have contributed to the school community by planning, running, and cleaning up events such as movie nights, dances, and student orientations. I worked my way up from a member of the Spirit sub-team, to a member of the Fundraising sub-team, and eventually was elected as the Head of Fundraising for my Junior and Senior year.

Do you have any relatives presently employed by the city or serving in any official capacity? No, I do not.

If yes, please give names(s) and relationship:

n/a



Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

ACE Mentorship Program (Architecture, Construction, and Engineering): 2019-2022, NEXTinARCHITECT  
 RENDER3D: 2021-2022 | Club President, Grindstone Software Inc.: 2021-2022 | Marketing Director, D.Ha  
 Rescue the Underdog: 2018-2019 | Website Manager, D.Leadership: 2019-2022 | Member & Head of Fun  
 Oracle Education Foundation: 2019-2022, Innovation Diploma: 2020-2022, Team 5940 (Robotics): 2019-2  
 Communitree (Installation Art): 2019 | Head of Technology, Design Tech High School Ambassador: 2019-

Please list individuals who are well acquainted with your personal and/or professional qualifications

Melissa Mizel	[REDACTED]	Redwood C School Director at Design	415. [REDACTED]
Name	Address	Occupation	Phone
Thomas Saito	[REDACTED]	Redwood C Student at Stanford Univer	650 [REDACTED]
Name	Address	Occupation	Phone
Cynthia Munoz	[REDACTED]	Architect and Partner at St	650 [REDACTED]
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission:

During my senior year, the importance and necessity for sustainability were instilled in me through my choice to take Advanced Environmental Science. As a student studying architecture through Berkeley's College of Environmental Design, I will continue to develop my understanding of climate change, sustainable building practices, and solutions that we can incorporate as individuals and a city to better our planet. I believe that my passion and skills will be a valuable asset to the CSAC, which in turn will benefit each resident as we aim for a greener future. I have spent the past four years in a LEED Certified Gold high school, while working with numerous LEED and sustainability experts, such as an architect for Apple and a sustainability manager for Facebook. My connections within the realm of environmentalism will become a resource for both this committee and Foster City. I have always been extremely involved within my school community and feel that I can offer my time, expertise, and ambition by branching out and having an even greater impact. Foster City has been an incredible place for me to grow up, so it is important that we preserve and protect it for the next generations to enjoy.

**Please note, no attachments to this form will be accepted.**



RECEIVED  
2022 - June - 29 1:50 PM  
City of Foster City/Estero Municipal  
Improvement District

**COMMITTEE/COMMISSION**  
**Application for Appointment**  
**By City Council/Board of Directors**

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**5:00PM THURSDAY**

**DEADLINE FOR FILING: June 30, 2022**

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**Please type or print in BLACK INK ONLY**

Date: 06/29/2022 Committee or Commission for Which Application is Filed: Citizens Sustainability Advisory Committee

Name: Nilofer Motiwala E-mail Address: [REDACTED]

Present Street Address: [REDACTED] Foster City, CA 94404

Cell Phone: 650-[REDACTED] Home Phone: [REDACTED] How long have you lived in Foster City? 10 years

What is your occupation? Community Service. Previously (2002-2018) Software Engineer and Engineering Manager

Employer's Name: [REDACTED]

Employer's Address: [REDACTED]

Your Present Position: Volunteer at non profits Length of Employment: [REDACTED]

Self Employed: [REDACTED]

Name and Description of Business: [REDACTED]

Address: [REDACTED] Phone: [REDACTED]

Length of Ownership: [REDACTED]

Have you ever served on a public board, committee or commission? No

If yes, please explain: [REDACTED]

Serving on board of Non Profit Organization [REDACTED]

Do you have any relatives presently employed by the city or serving in any official capacity? No

If yes, please give names(s) and relationship: [REDACTED]

Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

Sustainability Committee at Carey School - Chair

Foster City Team Up and Clean Up - Organizer and Volunteer

Plastic Free Future - Volunteer

Please list individuals who are well acquainted with your personal and/or professional qualifications

Rushabh Doshi	Menlo Park, CA	CPO at Digit	650 [REDACTED]
Name	Address	Occupation	Phone
Melissa Warhaftig	San Mateo, CA	Marketing Director at Appple	201 [REDACTED]
Name	Address	Occupation	Phone
Shiraz Kanga	Foster City, CA	Realtor	650 [REDACTED]
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission:

Sustainability has been a core value of my upbringing and the framework with which I think through decisions. Early on, I was driven from a perspective of valuing natural resources (water, trees, food). As I engaged with the climate discussion, I expanded to understand the effects at scale and thinking about leverage (industry, transportation, buildings). When I took the Masters in Local Sustainability class (offered by San Mateo Office of Sustainability), I understood the economic impact, the disparity in choices and outcomes across our diverse community. In 2019, I had the privilege of attending a few of the Foster City CSAC meetings and participated as a member of the public.

As a member of the committee, I would like to

- 1) Bring my passion around Sustainability, engage with the larger community and find creative ways to solve challenges in the realm of Environmental, Economic and Social sustainability
- 2) Bring my background as an engineering manager to frame discussions around choices, cost, risk and expected outcome
- 3) Learn from and collaborate with fellow committee members and council members; listen to their perspective, understand their priorities and collaborate on proposals.

**Please note, no attachments to this form will be accepted.**



RECEIVED  
2022 - June - 27 11:39 AM  
City of Foster City/Estero Municipal  
Improvement District

**COMMITTEE/COMMISSION**  
**Application for Appointment**  
**By City Council/Board of Directors**

Return completed application forms to:  
Communications/City Clerk Department  
610 Foster City Boulevard  
Foster City, CA 94404  
(650) 286-3250  
clerk@fostercity.org

**5:00PM THURSDAY**

**DEADLINE FOR FILING: June 30, 2022**

For more information, visit [www.fostercity.org](http://www.fostercity.org)

**Please type or print in BLACK INK ONLY**

Date: June 27, 2022 Committee or Commission for Which Application is Filed: Citizens Sustainability Advisory Committee

Name: Lawrence E. (Larry) Staley E-mail Address: [REDACTED]

Present Street Address: [REDACTED] Foster City, CA 94404

Cell Phone: 650 [REDACTED] Home Phone: 650 [REDACTED] How long have you lived in Foster City? 38 Years

What is your occupation? Sustainability Program Manager and Analyst

Employer's Name: Optimal Business Consulting Services (OBCS) (my own firm)

Employer's Address: [REDACTED] Foster City, CA 94404

Your Present Position: Principal Length of Employment: Eight years

Self Employed:

Name and Description of Business: OBCS, Provide consulting areas for varied sustainability needs using analytical and data analysis solutions

Address: [REDACTED] Foster City, CA 94404 Phone: 650 [REDACTED]

Length of Ownership: Eight years

Have you ever served on a public board, committee or commission? Yes

If yes, please explain:

Most recently as member of the original CSAC plus previous, served on other Foster City committees including Technology Advisory Committee and former Arts and Culture Committee.

Do you have any relatives presently employed by the city or serving in any official capacity? No

If yes, please give names(s) and relationship:



Please list names of any community organizations or activities to which you belong or in which you have participated, including dates of participation and offices held, if any:

Foster City Citizens Sustainability and Advisory Committee (Original Version), (2018-2020)

Foster City Information Technology Advisory Committee (2000s)

Foster City Arts and Culture Advisory Committee (1990s)

Foster City Historical Society (1998 - Now). Past President and one of the Founding Members

Foster City 25th Anniversary Planning Committee, Member, Publicity Chair (1996)

Please list individuals who are well acquainted with your personal and/or professional qualifications

Ronald Haupt	[REDACTED] FC, CA 94404	Physical Engineer	650. [REDACTED]
Name	Address	Occupation	Phone
Petra Silton	[REDACTED] Redwood City, CA 94055	Director, Advocacy and Education	650. [REDACTED]
Name	Address	Occupation	Phone
Rich Bennion	[REDACTED] Foster City, CA 94404	Retired	650. [REDACTED]
Name	Address	Occupation	Phone

Please state reasons and objectives for desiring to become a member of this committee/commission:

I served on the original Foster City Citizens Sustainability Committee (CSAC), during its life, from 2018 - 2020. I greatly was honored to serve. I was able to interact positively with the other members as we authored very important content, eventually summarized and provided to the City Council who adopted it for providing the initial sustainability goals for our city. While on CSAC, I also had the opportunity to participate in some important community wide publicity efforts as well as education endeavors intended to better get the citizens of our community more acquainted with the varied sustainability issues. Naturally, I would very much look forward to serving on the permanent CSAC. We have so much more to do in these areas and I would like to be a key contributor.

More personally, I have always had a strong, passionate interest, plus practical application particularly in the area of economic and environmental sustainability. My thesis, in earning a graduate degree, M.S. in Cybernetic Systems, at San Jose State University, focused on the development of a computer simulation model to study economic development and water use in Santa Clara County. More recently, in completing work for a Data Analytics Certification, I oversaw a study using predictive analytics, applied to climate change in San Mateo County, including flooding. This was done partnering with Sustainable San Mateo County (SSMC).

I have also focused on economic issues integrated around both housing and employment stability. I helped support efforts at my church to bring in a wide number of speakers on various housing issues in our County plus helped support a major housing forum at our church. I am a huge proponent of finding jobs for everyone and especially for older workers (as I have been challenged there myself). To that end, I also served on the Board of CSIX Peninsula and was active in Job Search Empowerment on the Peninsula (JSEP), an accountability group organized to provide support for those looking for work opportunities.

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RECEIVED

2022 - June - 21 12:22 PM

City of Foster City/Estero Municipal  
Improvement District**Youth Member – Citizens Sustainability Advisory Committee**

Application for Appointment by City Council

**Please return completed applications to:**

Communications/City Clerk Department  
610 Foster City Boulevard  
Foster City, CA 94404  
(650) 286-3250

**Return Completed Application by:**

June 30, 2022, at 5:00 PM

For more information, visit [www.fostercity.org](http://www.fostercity.org)**Please print clearly**Name: Stuti Goel Birthdate: [REDACTED]Address: [REDACTED]Phone: [REDACTED] Email: [REDACTED]School and Grade: Aragon High School 11th grade

Extra-curricular activities: \_\_\_\_\_

I am a member of Aragon Robotics and I have been on the team for 2 years. I love being on this team, and it has really showed me the importance of teamwork and communication, as it is essential for everyone to be on the same page to have a functioning robot. Additionally, I am currently partaking in a Climate Change Mitigation summer abroad program to Monteverde, Costa Rica, and I hope that I can share my experience here and all the knowledge that I have gained in my time here.

Why do you want to be a Youth member for the Citizens Sustainability Advisory Committee? \_\_\_\_\_

I am extremely passionate about climate change and want to help our community become more green and also sustainable. I have lived in Foster City my whole life, and I want everyone to be able to enjoy all of Foster City's amazing beauty for many years to come. I have been taught from a very young age from parents and teachers that the future of our beautiful planet is in the hands of my generation, and I believe as a Youth member for the Citizens Sustainability Advisory Committee, I can help bring about change.

What do you feel you can offer as a Youth member of this committee? \_\_\_\_\_

I hope to offer a perspective to the idea of sustainability in our community that younger generations can relate to, bringing a voice and representation to the youth of Foster City. As a 16-year-old, the effects of climate change greatly compromise my generation's future, which is why it is extremely important that a passionate member of the community is listening to what my generation has to say and is working towards a better future for everyone. I believe that I can be that person, as I have first-hand seen the effects of climate change, not only in our community but in other parts of the world, and I understand the need for action.

**Requirements**

As a Youth member of the Citizens Sustainability Advisory Committee, you must:

1. Be a resident of Foster City.
2. Be *currently* entering or already in grades 9 through 12.
3. Be available for meetings on the second Wednesday of the month at 6:30 to 7:30 PM.
4. Be willing to attend additional meetings as necessary.



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Improvement District

## Youth Member – Citizens Sustainability Advisory Committee

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610 Foster City Boulevard  
Foster City, CA 94404  
(650) 286-3250

Return Completed Application by:

June 30, 2022, at 5:00 PM

For more information, visit [www.fostercity.org](http://www.fostercity.org)

Please print clearly

Name: Siddharth Gogi Birthdate: [REDACTED]

Address: [REDACTED] Foster City

Phone: 650-[REDACTED] Email: [REDACTED]

School and Grade: Entering 10th grade at San Mateo High School

Extra-curricular activities: I am an attorney on my school's Mock Trial Team, a guitar player in the Jazz Band, and a member of the tennis team.

Why do you want to be a Youth member for the Citizens Sustainability Advisory Committee? I have always been interested in sustainability—especially regarding our environment, and have done some research on the topic of climate change (Around 1.5 years ago, I turned vegan largely because of this reason). Additionally, I have been learning a lot about policy, economics, morality, and how it plays into today's society. I've lived in Foster City my whole life, and as a result, I'm very invested in its growth and sustainability— which is why I recently attended the 2022 Earth Day Clean Up.

What do you feel you can offer as a Youth member of this committee? As a youth constituent, I would assist fellow committee members in their research, and provide insight into how any programs and initiatives might affect Foster City's younger citizens. By drawing from my own experiences and research, I could help comment on and review sustainability proposals for the city. I am an efficient worker with lots of experience working within a team, and because of this, I would provide the committee with a well-informed youth perspective.

### Requirements

As a Youth member of the Citizens Sustainability Advisory Committee, you must:

1. Be a resident of Foster City.
2. Be *currently* entering or already in grades 9 through 12.
3. Be available for meetings on the second Wednesday of the month at 6:30 to 7:30 PM.
4. Be willing to attend additional meetings as necessary.



DATE: August 1, 2022

TO: Mayor and Members of the City Council

VIA: Stefan Chatwin, City Manager

FROM: Marlene Subhashini, Community Development Director  
Marty Cooper, Chief Building Inspector

SUBJECT: POLICY DIRECTION FOR LOCAL ELECTRIC VEHICLE (EV)  
AND ENERGY REACH CODES DEVELOPMENT SUPPORT  
SERVICES

---

### RECOMMENDATION

It is recommended that the City Council provide direction, by Minute Order, on whether or not to adopt Reach Codes and which of the following options should be considered regarding consultant services to conduct analysis on the economic impacts and engineering infrastructure impacts of adopting Reach Codes:

1. Receive and accept this report and take no action; or
2. Return to City Council for authorization to issue an Request For Proposals (RFP) for consultant services to perform said work; or
3. Return to City Council for execution of an agreement with ID360 for consultant services to perform said work.

### EXECUTIVE SUMMARY

Every three (3) years, cities and counties across California adopt new Building Standards Code (Standards) or Title 24 of the California Code of Regulations. This regular update is referred to as a “code cycle.” The next code cycle will be effective January 1, 2023. Cities can also choose to adopt local Reach Codes. A Reach Code is a local building energy code that goes

beyond the state minimum requirements for energy use in building design and construction, creating opportunities for local governments to pave the way for clean air, reduce greenhouse gas emissions (GHGs), address climate change, and renewable energy solutions. Most cities update local building codes including Reach Codes concurrently with state-required adoption of the 2022 standards. Cities and counties that adopt local Reach Codes to implement specific electrification or energy efficiency measures that exceed the state code requirements would need to file with the California Energy Commission (CEC). Currently, the City of Foster City enforces the state of California Energy Code and California Green Building Standards Code (CalGreen). These are the minimum energy and sustainability standards required by the Building Standard Commission (BSC) and the California Public Utility Commission (CPUC).

During a recent Economic Development/Sustainability Subcommittee (“Subcommittee”) meeting, the Subcommittee requested City staff to bring this item forward to the City Council for their consideration. City staff is requesting policy direction from the City Council regarding the adoption of Reach Codes and whether to contract for consultant services to conduct analysis on the economic impact and engineering infrastructure impacts of adopting Reach Codes in the City for existing residential buildings, new residential buildings, existing commercial/industrial buildings, and new commercial/industrial buildings.

## BACKGROUND

The City Council at their October 21, 2019 meeting directed that City Staff do further research and, in conjunction with Peninsula Clean Energy (PCE), develop Reach Codes specific to the local conditions of Foster City. City staff met with PCE on December 11, 2019, prior to the Subcommittee meeting of January 27, 2020. The Subcommittee asked City staff to analyze options and do some level of cost analysis for the different options in order to understand the impact of Reach Codes on homeowners and businesses. Building Division Staff contacted a local energy Reach Code consultant to determine the costs to commission the above referenced energy savings and cost analysis studies. Options discussed included adoption of an Ordinance to require electrification of existing buildings during remodel, tenant improvements, or new construction and provisions for private and public Electric Vehicle (EV) charging stations. There was also discussion related to a voluntary electrification policy and providing incentives to promote electrification. On July 27, 2020, through a memorandum to the Interim City

Manager, staff conveyed that the total estimated cost to the City for Reach Code Development Support Services would be approximately \$90,000. With the Emergency Declaration of the COVID-19 pandemic, City staff was directed to shift its priorities and put a hold on Reach Code related initiatives.

On May 24, 2022, the Subcommittee met and resumed its discussion on the implementation of Reach Codes. The Subcommittee requested City staff to move forward with seeking policy direction from the entire City Council.

## ANALYSIS

Beginning January 1, 2023, the following new state regulations will be implemented, which include:

**Regulations to increase building energy efficiency while staying cost-effective for building owners over the lifespan of a building.** For single-family homes, the 2022 California Energy Code requires changing from using natural gas furnaces to electric heat pumps to heat new homes. All domestic hot water piping must be insulated, and requirements are added when gas water heaters are installed to support future heat pump water heater installation. There are requirements for kitchen hoods dependent upon whether a range is run by electricity or natural gas. The single-family home must have the infrastructure in place to install Energy Storage Systems (ESS), Heat Pump Space Heater, Electric Cooktop, and Electric Clothes Dryer. Heat pumps are mandated for multifamily residences and businesses for water and space heating. This will increase energy efficiency, reduce GHGs, and enable load flexibility.

The 2022 California Energy Code extends solar systems and introduces battery storage standards for the following building types:

- High-rise multifamily (apartments and condos)
- Hotel-motel
- Tenant space
- Office, medical office, and clinics
- Retail and grocery stores
- Restaurants

**Adoption of Reach Codes beyond what is mandated by the State can be enacted by the City of Foster City upon approval of an Ordinance by the City Council.** Local governmental agencies can modify California Energy

Code and CalGreen Code to be more stringent when documentation is provided to the California Building Standards Commission and the CEC. Any adoption of a local ordinance that includes such energy standards (voluntary or mandatory measures) would need to be submitted to the CEC. Public Resources Code Section 25402.1(h)2 and Section 10-106 of the Building Energy Efficiency Standards establish a process which allows local adoption of energy standards that are more stringent than the statewide standards. This process allows local governmental agencies to adopt and enforce energy standards for newly constructed buildings, additions, alterations, and repairs to existing buildings provided the CEC finds that the standards will require buildings to be designed to consume no more energy than permitted by Title 24, Part 6.

**Reach Codes promote building and transportation electrification measures with the goal of reducing GHG emissions.** They may include ‘Prescriptive’ codes that mandate one or more specific energy measures or ‘Performance’ codes that require a building to perform more efficiently based on accepted computer modeling and allowing trade-offs between energy efficiency measures, thereby providing more flexibility. Adoption of Reach Codes would mandate an increased cost of construction and building maintenance onto property owners and businesses, along with requiring additional ongoing internal jurisdiction resources be allocated to the City of Foster City Community Development Department (CDD).

As noted previously, the next edition of the California Building Standards is effective January 1, 2023. In anticipation of the new state regulations, CDD Staff contacted a Local Energy Reach Code consultant (Melanie Jacobson, of Integrated Design 360 - ID360), to determine the estimated cost to commission Reach Codes and perform state mandated energy savings and cost analysis studies.

Adoption of a local ordinance that mandates Reach Codes and includes energy standards, would need to be submitted to the CEC. The documentation would contain the local energy standards and supporting analysis on the energy savings with the cost effectiveness of the local regulations. The applicable state laws can be found at: California Energy Standards [§10-106](#) - Locally Adopted Energy Standards, along with Public Resources Code Sections [§25402.1](#), [§21080.4](#), and [§21153](#).

The Reach Code consultant would help to develop a Local Energy Reach Code Ordinance. The content and scope of the Ordinance is yet to be

determined, but will be based upon stakeholder input from the Foster City residents, property owners, businesses, and potential developers. Based upon stakeholder input, economic analysis, and the engineering study, the Reach Code Ordinance could include such measures as:

- Performance requirements for mixed fuel and all-electric buildings;
- Performance requirements for mixed-fuel only (no requirement for all-electric designs);
- CALGreen Tier 1: Residential and Nonresidential measures;
- Third party green building certification, including energy audits at time of listing, sale, or remodel;
- Sustainable roofs (PV, solar thermal or vegetative roof);
- Increase the number of “EV-Capable” and/or “EV-ready” parking spaces beyond mandatory CALGreen requirements for private and public improvements;
- Bay Area Water Supply and Conservation Agency (BAWSCA) Model Water Efficient Landscape Ordinance (MWELO).

The consultant would provide support services to develop the cost-effectiveness studies necessary to file with the State. The consultant would also meet with the Subcommittee, conduct community outreach, prepare engineering studies, and draft an Ordinance and present their findings to the City Council. After adoption of the Reach Code Ordinance, the consultant would represent the City of Foster City before the CEC.

If the City Council directs staff to prepare and adopt Reach Codes, there could be a fiscal impact associated with the additional resources needed for implementation of Reach Codes. Reach Code measures incorporated into building design and construction would require additional staffing to plan check, document, and enforce the adopted Reach Codes. As an example, the City would need to hire a permanent full-time energy Plans Examiner who is also a Certified Energy Inspector. Alternatively, the City could contract with an outside agency for a full-time energy Plans Examiner who is also a Certified Energy Inspector. The charges for these services could be passed through to the property owners or businesses.

The City Council may consider the following options to provide policy direction to staff as it relates to Reach Codes:

Option #1 – No Action

Should the City decide not to take any action on the adoption of Reach



Codes, the current or any new energy efficiency standards prescribed by the State would remain applicable. Under the current State code requirements, a homeowner or developer may ‘voluntarily’ incorporate any number of higher energy efficiency and sustainability standards above and beyond the mandatory measures prescribed in the state codes.

Option #2 – Authorize the issuance of a Request for Proposals (RFP) for Reach Codes consultant services inclusive of developing and adopting a Local Energy Reach Code Ordinance and performing an electrical capacity study of the City of Foster City. In conjunction with the City of Foster City Climate Action Plan (CAP) policy development, the consultant would provide consulting services to support the City to adopt a Local Energy Reach Code Ordinance achieving energy efficiency.

If an RFP is approved by the City Council, the scope of the RFP would include program initiation and project management, research and community outreach, neighborhood by neighborhood electrical capacity study, development of draft policy criteria, support for local policy adoption and implementation, liaison with the State Agency for approval, ongoing permit application technical support. City staff would return to City Council with the RFP and a resolution seeking authorization to issue the RFP.

Option #3 – Accept the proposal from ID360 (Attachment 1), who has been involved with several similar local reach codes in neighboring cities including the Cities of Palo Alto, San Mateo, and Menlo Park. City staff will then return to City Council with a contract for approval without issuing an RFP.

## CONCLUSION

Reach Codes create opportunities for local governments to pave the way for clean air, reduce greenhouse gas emissions (GHGs), address climate change, encourage renewable energy solutions and reduce our carbon footprint. Electrification can transition from burning natural gas and other fossil fuels to power provided by clean, carbon-free sources of electricity. However, the CEC, who writes the California State Energy Code (the most stringent and advanced in the nation) does not believe that we as a state are at the “tipping” point yet where a full electric home pencils out with upfront cost and energy usage. Hence, their 2022 requirement is for homes to be only ‘electric ready.’ In addition, the 2025 California Energy Code will continue to improve upon the 2022 California Energy Code for new construction of, and additions and

alterations to, residential and nonresidential buildings. These standards will be developed through stakeholder input from local jurisdictions, investor-owned utilities, municipal utilities, community-shared solar and renewables advocates, environmental advocates, solar PV and battery storage manufacturers, the CPUC, the California Air Resources Board (CARB), and members of the public, among others representing a variety of viewpoints and interests to achieve consensus on the California Energy Standards.

### CEQA

This item is not a project subject to the California Environmental Quality Act (CEQA), because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. (CEQA Guidelines Section 15378(b)(5).)

### FISCAL IMPACT

For Options #2 or #3 discussed above, a cost-effectiveness study needs to be conducted to analyze costs associated with building design strategies that are more stringent than the upcoming California Energy Code prior to implementation. The ID360 proposal (Attachment 1) includes code development, public outreach, stakeholder input, drafting the Ordinance, and representation before the CEC. ID360 is proposing to contract on a time and materials basis for labor and travel per diem expenses. Based upon the proposal, the cost to the City for Reach Code Development Support Services is initially estimated to be \$122,322.

Additional costs are anticipated with implementing Reach Code measures, including additional staffing, such as a full-time Plans Examiner to plan check, document, and enforce the proposed Reach Codes and a Certified Energy Inspector. Alternatively, the City could contract with an outside agency for a full-time energy Plans Examiner who is also a Certified Energy Inspector. The charges for these contract services would be passed through to the property owners or businesses.

### CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

Consideration of this policy is consistent with the City Council's "Innovation and Sustainability" Value/Priority area insofar as it promotes implementation of measures to address GHGs and address climate change.

Attachment:

- Attachment 1 - Integrated Design 360 Proposal for Consulting Services

Sub: May 06, 2022

Rev: May 17, 2022



# Consulting Services for Developing a Local Green Building Standard Ordinance "Reach Code"

## STATEMENT OF WORK City of Foster City

Web  
[www.ID360.green](http://www.ID360.green)

Email  
[info@integrateddesign360.com](mailto:info@integrateddesign360.com)

Phone  
650.830.0042

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## A. Cover Letter

To: Marty Cooper, City of Foster City  
From: Melanie Jacobson, ID360  
Date: 05/17/2022  
Re: City of Foster City Energy Reach Code Proposal



Dear Marty,

Thank you for the opportunity to submit a proposal to support the City of Foster City in developing a custom reach code that is reflective of the electrical capacity in your city. Enclosed is our Statement of Work inclusive of developing and adopting a local energy reach code and a performing an electrical capacity study of the city.

Once we get started, we will need approximately 12 months to complete Tasks 1-4 and 6. For Task 5, we will begin after policy adoption to support with initial enforcement.

Thank you for the opportunity to serve the City of Foster City!

Primary Contact for this Proposal:

Company: ID360

Name/Position: Melanie Jacobson, LEED AP + BD&C, Principal

Phone: 650.830.0042 ext. 01

Email: [melanie@integrateddesign360.com](mailto:melanie@integrateddesign360.com)

Mailing address:

Integrated Design 360 LLC

809 Laurel Street #308

San Carlos, California 94070

This proposal is valid for six (6) months.

Best regards,

A handwritten signature in cursive script, appearing to read "Melanie Jacobson", is written over a light blue horizontal line.

Melanie Jacobson  
Principal

## B.

### Executive Summary



The City of Foster City is in a continued state of economic growth and development opportunity. The future of Foster City focuses on innovation, technology, and sustainable development. The facilities built within the City must be a reflection of the City's environmental commitment.

The City of Foster City is committed to being a leader in environmental sustainability and has adopted a local Climate Action Plan. The City is currently considering the adoption of a local energy reach Code. If adopted, the energy reach code would align with the 2022 California energy code. The City is seeking consulting services to assist staff in developing and adopting policies to meet the energy reach code goal. Integrated Design 360 LLC is pleased to provide a Time-and-Materials Statement of Work for advisory, policy development, and other services to assist the city staff.

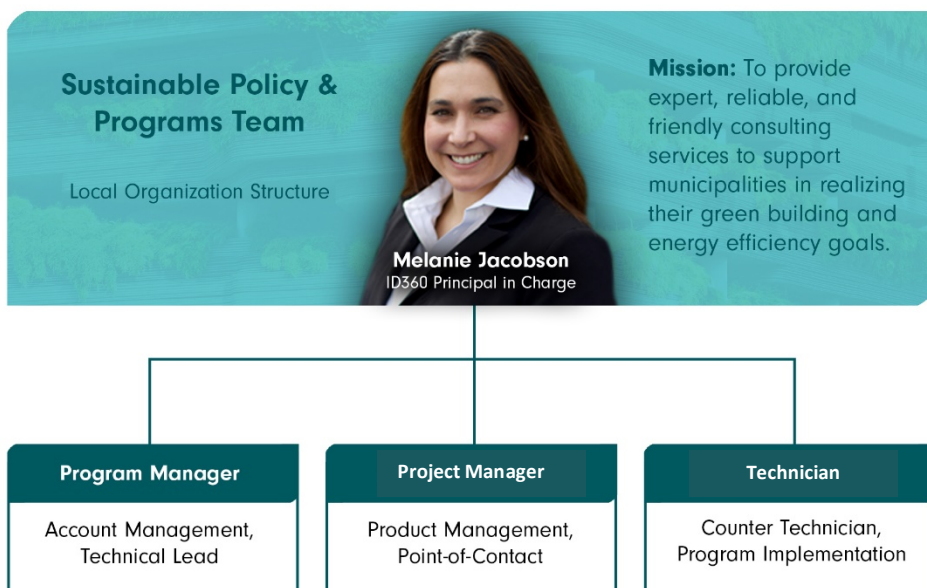
We will provide local green building and energy reach code ordinance development support for the 2022 building code cycle. The scope includes providing technical support to develop ordinance language and present to City Council for adoption. The ID360 Team will collaborate with city staff and stakeholder groups in creation of new green building and energy policies and guidelines that forward the City's vision to be a leader in sustainable development. We will draw on best-in-class examples and latest advances in technology to promote this goal. We will use exceptional writing and communication skills to craft and articulate these policies and guidelines.

The approach includes the project management and support services required to adopt a local energy reach code. See Chapter D scope of work implementation containing the details on activities and deliverables.

## C. Company History, Background and Experience

### ID360 Information

ID360 is an experienced green building consulting firm offering Sustainable Policy & Programs and Sustainable Building Services to City governments across California and the United States. ID360 provides a range of services including local policy development, program management, stakeholder engagement, CALGreen compliance services and, plan check and inspection. Located in Menlo Park, CA, ID360 is proud to be a certified, women-owned small business, utilizing integrated, collaborative processes to improve building performance and government organizational processes. Melanie Jacobson, Principal, founded ID360 in 2011. ID360 has a Dunn & Bradstreet Account with a DUNS number of 83-849-8504. The local organizational structure includes the company's Principal, Melanie Jacobson, acting as the Principal and Sponsor, with a Program Manager, Project Manager, and Associate assigned to fulfill project commitments.





## We are all about decarbonizing our buildings and communities.

57

Projects

12

Ordinances

12

Community Programs

25

Certifications

ID360 is a Menlo Park-based sustainability consulting company with a focus on innovative sustainable design policy, community program development, green building project management, contract education, and strategy consulting. We are experts in green building codes, rating systems, and municipal green building and sustainability programs.

We have developed local ordinances and community programs for several local jurisdictions in California including the cities of South San Francisco, Palo Alto, San Luis Obispo, Menlo Park, Foster City, and San Mateo. We utilize integrated, collaborative processes to improve efficiency for buildings and government organizations. We lead in climate change, sustainability, green building, energy efficiency, water efficiency and resilience. Our firm offers a high-quality and on-demand Virtual Help Desk as a green building community program. The Help Desk supports building permit applicants on behalf of the green building program for a city's building department staff.

We have worked with several private sector clients to advance their sustainability goals including Safeway, Inc., Alexander and Baldwin, Vantage Data Centers, and Hensel Phelps Construction Co. ID360 is a Woman-Owned Small Business (WOSB), Small Business Enterprise (SBE), and Disadvantage Business Enterprise (DBE). We are fully certified by the state and federal government. Melanie Jacobson, Principal founded ID360 in 2011.



1M metric tons of  
CO2 emissions  
reduction



102M gallons of  
water saved



18M BTU of  
energy saved

### SERVICES

- Policy Development & Adoption
- Green Building Certification & Wellness Consulting
- Community Program Development & Implementation
- Green Building Virtual Help Desk
- Local Government Operational Support
- Community College Partnerships & Industry Exam Preparation



# Services



Sustainable Policy  
& Programs



Sustainable Building  
Services

Supporting City Managers, Planning Directors, Building Officials, and Public Works Directors in Demonstrating Green Building and Sustainability Leadership!



Policy



Green Building



Education/Certification



Compliance



Policy Development  
& Adoption



Policy Compliance  
Support



Custom Program  
Development



Education &  
Outreach

# Sustainable Policy and Program Services



## Green Carpet Service

Supporting organizations in fulfilling sustainability goals.

### Sustainability & Climate Action Implementation Support Services

We offer sustainability and climate action plan implementation services to clients enabling organizations to fulfill on their sustainability objectives. Our services are flexible to meet the needs of our customers.

### Strategy & Governance

Strategic services to assist senior management in developing and creating innovative solutions to complex challenges.

### Program Management

Sustainability program support services to turn sustainability and climate action visions into reality. We create intelligent systems to fulfill on program requirements.

### Project Management

Project Management services aimed to deliver projects on-time and on-budget.

### Policy Development & Facilitation Support Services

We support the development of new local policy to reflect the community commitment to sustainability, climate change, green building, electrification, electric vehicles, and Construction & Demolition. and resilience.

### Policy Support

Support the development of local policies around sustainability, green building, climate change, and resilience.

### Stakeholder Engagement

Coordination support for stakeholder groups tasked at producing a measurable result.

### Stakeholder Meeting Support

Strategy and technical support to conduct and facilitate stakeholder meetings or when speaking before elected officials.

### Staff Extension Support Services

Some specific initiatives do not require new staff but instead would be better fulfilled by professional program managers. Our staff is available for program management via on-site or remote services.

### Virtual Green Building Help Desk

Professional staff ready to take questions and facilitate results for public customers.

### Education & Outreach Support

Professional education & outreach to support community engagement.

### Plan Check Support & Training

Technical Plan check to enforce codes and standards.

### Inspection Support & Training

Field inspection to enforce codes and standards.

# Clients

ID  
360°

## Public Sector Clients

### Demonstrating Leadership in Climate Change and Sustainability

From decarbonizing buildings to implementing new bold policies, ID360 provides consulting services to help fulfill sustainability goals and position your organization and community as a sustainable leader for the future.



# Virtual Help Desk



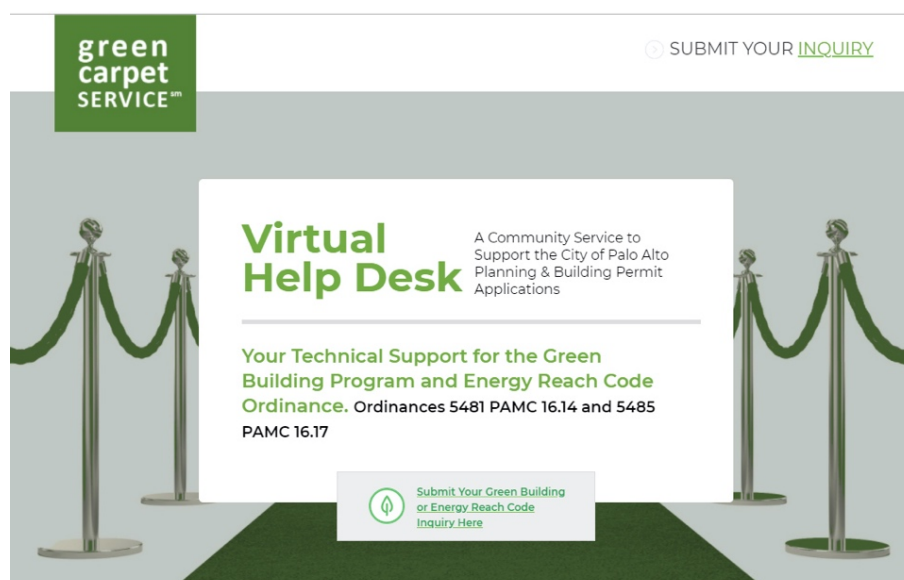
Green Carpet  
Service

## Helping City Officials Lead and Administer Sustainability Programs with Confidence

The ID360 staff has been working on green building and energy regulations with local city officials on the SF Peninsula since 2014. The rapidly changing economics and policies related to green building and energy codes can seem like a moving target to city leaders. The changing policies increase the environmental stewardship responsibilities of city officials while staff seem to have less and less time to devote to these complex challenges.

Community members are requesting staff attention be put on these subjects and city officials are seeking methods to lead in the community. ID360 has developed the Green Carpet Service for City Officials by leveraging our expertise, technology, and superior customer service to provide exceptional resources regarding green building and energy related codes. We are here to help your staff lead and are always available when you need us!

We have developed an innovative service model to support our clients using our Virtual Help Desk for Sustainable Community Programs.



### Example Virtual Help Desk

Visit [www.greencarpetservice.com/COPA](http://www.greencarpetservice.com/COPA) to view example active site.

# Virtual Help Desk



## Our Green Building Officials Are On-Demand at Your Service!™

We know it isn't easy keeping up with the ever-changing sustainability guidelines, rules and regulations of the building industry. We are here to help! We provide expert and reliable technical support and are on-call and ready to help.



Applicant



Email



Help Desk Tickets & Next  
Business Day Response  
Time



Live Chat  
Monday-Friday 9am - 12pm  
PST, excluding holidays


### Green Building

Help Desk Provides:

---

- > On-Call Technical Experts for the Palo Alto Green Building & Energy Reach Code
- > Green Building Help Desk Available by Email and Chat
- > Ticket System & Next Business Day Response Time for Inquiries
- > Solutions to Local Green Building & Energy Reach Code Challenges
- > Solutions to Your Local Green Building & Energy Reach Code Compliance Issues During the Permit Process

At Green Carpet Services we are poised to help communities, builders, contractors and architects meet the local Green Building & Energy Reach Code standards.


[Submit Your Inquiry](#)



Established 2020

# ID360 Academy

In partnership with the College of San Mateo, we can offer a Green Building Certificate to your staff to help them stay up to speed to implement the city's innovative policies!

Keep your staff up to date with our comprehensive 4-day bootcamp to teach building officials, plan checkers, and special inspectors about the California Green Building reach codes and code compliance. We are here to help!

Enterprise pricing available



Academy

In Partnership





[REGISTER TODAY!](#)



**Green Building Certificate**  
Online Program 2021-2022

**The building codes are only getting greener.**  
Are you Prepared?

With recent changes in federal and state policy, we can expect our building codes to have more and more green features in the future. As new enforcement measures and green building ordinances are adopted, we are your resource to help you stay informed on current requirements and implementation methods.

[Learn More](#) [Enroll Now!](#)

## D.

## Scope of Work and Implementation

### Background

The City of Foster City staff and community members are committed to environmental sustainability and the proposed local reach code is a reflection of this commitment for facilities built within the city.

### Goal

The goal of this scope of work is to provide policy development and adoption consulting services to support the City to adopt a local energy reach code ordinance in accordance with the requirements of the California Energy Commission (CEC) and reflective of the local building department permit data.

The top priority is to ensure the reach code will achieve long-term goals within the City's Climate Action Plan (CAP) and ultimately result in new development in the City projects achieving energy efficiency.

### Activities

The Workplan is organized into the following tasks and is based on the RFP and our experience in developing similar policies:

- Task 1 – Program Initiation and Project Management
- Task 2 – Perform and Report Initial Research
- Task 3 – Community Outreach & Develop Draft Policy Criteria
- Task 4 – Local Policy Adoption, State Agency and Rollout
- Task 5 – Permit Applicant Technical Support
- Task 6 – Electrical Capacity Study

SCHEDULE				
	2022		2023	
Task	Q3	Q4	Q1	Q2
Task 1				
Task 2				
Task 3				
Task 4				
Task 5				
Task 6				



ID360 WORKPLAN: POLICY DEVELOPMENT & ADOPTION			
#	Task Name	Duration	Total Hours
	<b>Task 1 - Program Initiation &amp; Project Management</b>		<b>34.0</b>
a	o <b>Project Definition Meeting &amp; Develop Schedule:</b> Organize and attend a project definition conference call with the City staff project lead to discuss strategy and overall project. Assumes meeting prep with Agenda, attend meeting, and deliver meeting minutes and project schedule.	1 week	12.0
b	o <b>Project Kick-off:</b> Organize and attend a project Kick off with City Staff to discuss the project scope, goals, timeline and deliverables. Assumes meeting prep with Agenda and PowerPoint, attend meeting, and deliver meeting minutes.	1 Day	12.0
c	o <b>Progress Meetings:</b> Attend a monthly project meeting with City Staff to discuss progress to date on the Workplan and address any coordination items and technical requirements.	Monthly	10.0
	<b>Task 2 - Perform and Report Initial Research</b>		<b>40.0</b>
d	o <b>Preliminary Policy Analysis Report:</b> Collaborate with City Staff to obtain relevant permit data of the past two calendar years. Perform an analysis of the permit data and suggest permit type(s) that would be most relevant for application of an energy reach code in the City. The report will cover relevant state and local building codes and best practices related to building electrification and energy efficiency of new and existing buildings. The report will contain a range of energy saving building policies feasible for implementation in climate zone 16.	1 week	23.0
e	o <b>Presentation, Meeting Materials, and Attend City Council Session:</b> Provide a memorandum summary of the permit data analysis and energy reach code policy summary suggestions for the City Council study session. The style of content will target a non-technical audience without specialized knowledge in energy codes. Provide content for 12-15 PowerPoint slides to support the meeting.	1 Day	17.0
	<b>Task 3 - Community Outreach and Develop Draft Policy Criteria</b>		<b>125.0</b>
f	o <b>Industry Stakeholder Engagement Meetings Agenda Development, Marketing, and Technical Support:</b> Attend and facilitate two (2) 90-minute industry stakeholder engagement meetings with local contractors, architects, and building owners for gathering feedback on the energy reach code regulation. For each meeting the following will be prepared: a) community meeting agendas, b) powerpoints, c) "Event Brite" webpage for signup, d) email blast to stakeholders e) correspondence with community members via email as directed by City staff, f) meeting minutes. Assemble results into a summary table and narrative paragraphs to use in the staff report.	8 weeks	17.0

g	<ul style="list-style-type: none"> <li>o <b><u>Community Engagement Meetings Agenda Development, Marketing, and Technical Support:</u></b> Attend and facilitate two (2) 90-minute community member engagement meetings with local members of the Community for gathering feedback on the energy reach code regulation. For each meeting the following will be prepared: a) community meeting agendas, b) powerpoints, c) "Event Brite" webpage for signup, d) email blast to stakeholders e) correspondence with community members via email as directed by City staff, f) meeting minutes. Assemble results into a summary table and narrative paragraphs to use in the staff report.</li> </ul>	8 weeks	17.0
h	<ul style="list-style-type: none"> <li>o <b><u>Develop Policy Direction Matrix with 'strawman' model code regulation in Excel and Update throughout Tasks 2 and 3:</u></b> Using the list of ideal policy requirements from City Staff, create the outline of the policy language to be used as a baseline. The matrix is a tool to house and think through the details of the possible model code language, the interested community organizations, educational aspects, compliance process, related municipal code sections, etc. The matrix will house the cost-effectiveness results (developed by others). The intent will be to update and revise the document as the project evolves. Assumes initially one iteration and three (3) round of comments and updates.</li> </ul>	6 weeks	26.0
i	<ul style="list-style-type: none"> <li>o <b><u>Policy Development, Cost-Effectiveness &amp; Research Support:</u></b> Coordinate project content to align with the results of the cost-effectiveness study. Cost-effectiveness study to be performed by others. Perform policy research to support the changes to the policy criteria in the local municipal code. Perform State and Federal policy research for amendment to the State code within the municipal code. Communicate with State and Federal agency staff, as needed, regarding the evolving policy development direction.</li> </ul>	4 weeks	23.0
j	<ul style="list-style-type: none"> <li>o <b><u>Statewide Cost-Effectiveness Study Analysis and Local Electrical Capacity Study:</u></b> Perform policy research and analysis on the results and recommendations from the 2022 Statewide Cost-Effectiveness Studies for New Construction with respect to local stakeholder input. Provide feedback and recommendations on next steps in summary memorandum. Provide data collection support for a local electrical capacity study. The City will pursue to develop a localized cost-benefit and economic impact analysis (to be performed under task 6).</li> </ul>	4 weeks	42.0
<b>Task 4 - Local Policy Adoption, State Agency Approval, Rollout</b>			<b>65.0</b>
k	<ul style="list-style-type: none"> <li>o <b><u>Codification Support:</u></b> Deliver the Final Policy Matrix to the project team. Attend one meeting with City Staff to finalize the regulation requirements in coordination with the cost-effectiveness consultant. The final version in the Policy Direction Matrix will house the final model code language. It is assumed that the final code will be written and approved by the City Attorney.</li> </ul>	3 weeks	23.0

l	<p>o <b><u>Staff Report Writing &amp; City Council Meeting Technical Support for Code Adoption/Public Hearing:</u></b> Provide technical writing support to assemble Staff Report for model code language. Provide PowerPoint Presentation for Council meeting. Attend one City Council meeting and provide presentation support to City Staff for code adoption. Assumes City Council packet is due six weeks prior to City Council meeting. Assumes PowerPoint Presentation is due two weeks prior to City Council meeting.</p>	8 weeks	27.0
m	<p>o <b><u>Submittal to the California Energy Commission:</u></b> Provide technical writing support to assemble a cover letter to be sent by City Staff to the California Energy Commission. Work with staff to obtain a wet signature to the City Council approved ordinance. The Submittal to the CEC shall include the Cover letter, Staff Report, Ordinance with wet signatures, and the Cost-Effectiveness Study. Remain in regular communication with the Building Official regarding obtaining notice of receipt from CEC. Work with staff to request assignment of a public comment period and preliminary CEC business meeting date. Note: The CEC will only grant a spot on the Business Meeting agenda after the close of the public comment period.</p>	2 weeks	3.0
n	<p>o <b><u>Support Staff During Statewide Public Comment Period:</u></b> Provide technical support to City Staff during the statewide public comment period administered by the California Energy Commission. Address specific questions posed by the CEC and community members during the comment period and before the Business Meeting.</p>	Up to 15 days	3.0
o	<p>o <b><u>Request CEC Business Meeting Date &amp; Attend CEC Business Meeting by Phone:</u></b> Attend CEC Business Meeting, via conference call, to witness approval of local code and to be available to CEC staff immediately following the Business Meeting to address questions. Once approved, work with City Staff to obtain formal letter from CEC for submission to the Building Standards Commission. The City may be required to wait up to 2 months to appear on California Energy Commission Business Meeting agenda. Assumes 60 Days to complete this task to include waiting time to get on agenda. In the event that updates are needed to the ordinance.</p>	4 Weeks	3.0
p	<p>o <b><u>Support staff to submit to Building Standards Commission:</u></b> Support staff to obtain official letter from the CEC to submit to the Building Standards Commission to gain permission to enforce the ordinance. Provide example letter for submittal.</p>	1 week	3.0
q	<p>o <b><u>Staff Stakeholders List &amp; Coordination Matrix :</u></b> Work with senior staff to create an internal coordination matrix as a staff management tool to define coordinated efforts for each type of electrical related permit. Document operational procedures and all existing forms, worksheets, checklists and identify new documents to create. Assumes initially one iteration and one (1) round of comments and updates.</p>	1 week	3.0

	<b>Task 5 - Permit Applicant Technical Support</b>		<b>86.0</b>
r	<u>o Create a video summarizing the Energy Reach Code &amp; Electrification topic areas:</u> Create technical content, audio voiceover, and editing for a 5-minute compliance video summarizing the energy reach code and electrification related permit processes. ID360 to provide audio content and PowerPoint presentation for video and shall perform editing in Camtasia Software.	<b>4 weeks</b>	41.0
s	<u>o Launch Web Page, Video &amp; News Release:</u> Launch program webpage as developed in Task 2. Work with City Staff to incorporate content, upload guideline, video, and contact info. Provide News Release content for email blasting announcing the new regulation.	<b>1 week</b>	15.0
t	<u>o Energy Reach Code "Green Carpet Service" Technical Support via Phone, Email, and Virtual Counter:</u> Provide initial technical support to building permit applicants and City Staff by phone, email, and virtual counter support services. Assumes an average of 2-3 hours a week of program support and assumes 2 hours of scheduled "virtual counter hours" each week for the first three months of the program. Deliver a monthly inquiry log that summarizes program activities.	<b>Monthly</b>	30.0
	<b>Task 6 - Electrical Capacity Study (To be performed by Frontier)</b>		<b>288.0</b>
u	<u>o Develop hourly profiles for mixed fuel and all-electric buildings to represent the major building types within Foster City.</u> Both residential and non-residential building types will be evaluated up to five total. Consultant will use standard prototypes developed for other purposes, such as state and local code development. Electric vehicles will be accounted for.	<b>4 weeks</b>	78.0
v	<u>o Calculate the increase in load going from the status quo to fully electrified for each building type.</u> Estimate the impact across the existing building stock on a neighborhood basis. Consultant will work with Foster City staff to segment the city into neighborhood regions that reflect the existing capacity considerations of Foster City.	<b>4 weeks</b>	80.0
w	<u>o Review the capacity of the existing utility infrastructure and estimate how much additional distribution capacity is required to support a fully electrified city.</u> This will be evaluated at the neighborhood level as determined under item 2 above as well as at the city-level.	<b>4 weeks</b>	80.0
x	<u>o Provide a report and/or presentation to city staff summarizing the results of the study.</u> Provide Background calculations and spreadsheets as requested by the Client.	<b>4 weeks</b>	50.0

## E.

### Project Budget

ID360 is proposing to contract on a time and materials basis for labor and travel per diem expenses.

The schedule for completing the activities presented in this Statement of Work will be developed in cooperation with the City staff.

FEE SUMMARY		
Task	Description	Proposed Fee
Task 1	Program Initiation & Project Management	\$5,744
Task 2	Perform and Report Initial Research	\$7,130
Task 3	Community Outreach and Develop Draft Policy Criteria	\$23,948
Task 4	Local Policy Adoption, State Agency Approval, Rollout	\$12,200
Task 5	Permit Applicant Technical Support	\$14,500
Task 6	Electrical Capacity Study	\$49,000
	Task 6 Contract Administration 20%	\$9,800
	<b>Travel Cost</b>	
	<b>Total Costs:</b>	<b>\$122,322</b>

ID360 HOURLY RATES	
Labor Category	Rate (2022)
Principal	\$263.00
Project Manager	\$167.00
Associate	\$116.00

FRONTIER HOURLY RATES	
Labor Category	Rate (2022)
Engineering Manager	\$245.00
Senior Engineer	\$198.00
Senior Analyst	\$150.00
Engineer	\$165.00
Analyst	\$130.00

## CASE STUDY



# CITY OF PALO ALTO

## PROGRAM DESCRIPTION

Since 2014, ID360 has supported the City of Palo Alto to ensure the highest quality control and implementation management for the roll-out and enforcement of the Green Building Program.

ID360 supports an interdepartmental group of staff stakeholders to ensure the green building and energy policy is enforced properly on projects during the Planning, Plan Check, Inspection, and Post-Occupancy phases. ID360 has developed a customized program to sync with the entitlement process and compliance procedures.

As a strategy & policy consultant to the City of Palo Alto, ID360 has worked with stakeholders and city staff to adopt and implement local green building and energy reach code regulations that are more aggressive than the State of California requirements.



## PROGRAM HIGHLIGHTS

- Green Building and Energy Reach Code Ordinance development assistance
- Stakeholder engagement and public meeting facilitation
- Program coordination amongst city planning and building departments
- Entitlement support for green building and energy compliance
- Plan check and inspection support for green building and energy regulation
- Green Building Help Desk technical support staff
- Building Electrification Study
- City Council and Commissions presentations and technical support

# CITY OF MENLO PARK

## PROGRAM DESCRIPTION

ID360 teamed with DNV-GL to create an innovative LEED Review Program for the City of Menlo Park. The ID360 staff incorporated our proven green building program design elements as a guide to inform the structure, strategy, and delivery model. The program is a pathway for the enforcement of the local municipal green building ordinance. The program ensures the highest level of quality control and implementation management for the roll-out and enforcement of the Green Building Program.

The program is designed to create predictability and transparency for the project applicants in all phases of Planning, Plan Check, and Inspection.



## PROGRAM HIGHLIGHTS

- Development of LEED Review Compliance Instructions aimed to support city staff in maintaining a predictable compliance pathway for public applicants
- Custom green inspections program to help staff streamline operations
- Program coordination to support the city's planning and building departments
- Entitlement compliance support for local LEED municipal requirements
- Plan check and inspection compliance procedures for local green building and energy regulation using the LEED Rating System as a guide.

# CITY OF SAN MATEO

## PROGRAM DESCRIPTION

The City of San Mateo Climate Action Plan outlines progressive measures related to the built environment concerning renewable energy, energy efficiency, and electric vehicle (EV) charging.

ID360 supported city staff and stakeholders to create a solar power mandate and EV charging infrastructure policy to comply with the requirements within the City of San Mateo Climate Action Plan. The policy focuses on a solar power mandate and EV charging infrastructure for new commercial, multi-family, and single-family residential construction.



## PROGRAM HIGHLIGHTS

- Solar Power & EV Charging Infrastructure development assistance
- Coordination with California Energy Commission staff for Energy Reach Code compliance and public comment
- Project alignment and compliance with the Climate Action Plan
- Plan check compliance guideline for green building and energy regulation
- City Council and Commissions presentations and technical support



## PROGRAM DESCRIPTION

The City of South San Francisco has a unique set of circumstances and challenges related to reach code. ID360 was contracted to support the City in the adoption of a local Energy Reach Code and EV Reach Code and address the policy barriers present in the city. Our team has assisted staff in developing and adopting policies to meet the Energy Reach Code and Electric Vehicle Charging Ordinance goals. ID360 has provided advisory, policy development, and program design and implementation services.

The project approach included the project management and support services required to adopt a local Energy Reach Code based upon the model ordinances developed by Peninsula Clean Energy (PCE) which include all electric and mixed-fuel scenarios. The project was coordinated with a team of internal stakeholders to define the policy requirements. ID360 worked with city staff, and other supporting consultants, to develop the reach code criteria for local adoption.



## PROGRAM HIGHLIGHTS

- Energy Reach Code policy research and development support
- Electric Vehicle Charging Infrastructure ordinance development
- Community outreach and city council meetings support
- Policy and program roll-out support in alignment with compliance strategy

## CASE STUDY

# CITY OF SAN LUIS OBISPO

## PROGRAM DESCRIPTION

ID360 worked with city staff to develop a comprehensive and easy-to-follow compliance program for the Clean Energy Choice Program. The program is for new buildings and is an energy reach code ordinance that outlines local amendments to the 2019 California Energy Code, Title 24, Chapter 6. For residential construction, the ordinance addresses two energy compliance pathways, the all-electric design and the mixed-fuel design. All newly constructed mixed-fuel design buildings must also meet the city's Enhanced Building Energy Performance and Pre-Wire "Retrofit Ready" requirements for the electrification of future systems. This includes readiness for future systems including heat pump water heaters and all-electric stoves. Buildings designed as all-electric, without the presence of natural gas, are exempt from Enhanced Building Energy Performance requirements. New low-rise single-family buildings, including townhomes and duplexes, and new multi-family buildings are required to demonstrate compliance.



## PROGRAM HIGHLIGHTS

- Compliance program development and start-up of program operations
- City staff and community education and outreach
- Program alignment and compliance with the Climate Action Plan
- Plan check compliance guideline for green building and energy regulation
- Green Carpet Service technical support for the community

## Consulting Team

### Melanie Jacobson, Principal

LEED AP BD&C, ICC CALGreen  
Plans Examiner and Inspector,  
QWEL



#### Professional Registrations

LEED Accredited Professional,  
U.S. Green Building Council

CALGreen Plans Examiner and  
Inspector, International Code  
Council

#### Affiliations & Volunteer

Chair, CHPS Materials Technical  
Committee

Member, California Building  
Energy Consultants (CABEC)

National Member, U.S. Green  
Building Council

Member, U.S. Green Building  
Council Northern California  
Chapter

Adopter, 2030 Challenge

Member, Collaborative for High  
Performance Schools (CHPS)

#### Education

Bachelor of Science in  
Environmental Design, Minor in  
Communication, University of  
California, Davis, 2004

Design Management, Parsons  
School of Design, New York,



Melanie Jacobson is Principal of Integrated Design 360 LLC and a green building and sustainable design strategy expert for local governments. Melanie works with local jurisdictions to integrate feasible and applicable sustainable design and operational strategies for planning and building departments in support of city council governance. Melanie brings leadership in zero-net energy and zero-net water policy and implementation. Melanie is a versatile leader and innovator. She has a track record of creating measurable results that are both environmentally sound and cost-effective. Melanie has worked with municipal customers including the City of Palo Alto, the City of Menlo Park, the City of San Mateo, and the City of San Luis Obispo. She has also worked with corporate customers including Safeway, Inc., Apple, Inc., The Ritz Carlton Hotel Company, and Vantage Data Centers.

Melanie holds a Bachelor of Science in Environmental Design from University of California Davis. Melanie is the former Sub-Committee Chair of the Sustainable Materials Technical Committee for the CHPS green building rating system. She is a LEED Accredited Professional and certified as a California Green Building Code Plans Examiner and Inspector through the International Code Council. She is a member of the California Building Energy Consultants (CABEC), the U.S. Green Building Council Northern California Chapter, and the Project Management Institute.

#### Representative Work

##### Sustainability Policy & Programs

- Green Building Program Development, City of Palo Alto
- Zero Net Energy Local Reach Code Ordinance, City of Palo Alto
- Green Building Ordinance, City of Palo Alto
- Electric Vehicle Charging Ordinance, City of Palo Alto
- Solar Power Mandate Ordinance, City of San Mateo
- Electric Vehicle Ready Charging Ordinance, City of San Mateo
- Green Building Program, Vantage Data Centers
- Sustainable Design & Engineering Program, Digital Realty Trust
- Confidential, Ritz Carlton Hotel Company
- Confidential, Apple, Inc.

##### Selected Commercial Development Projects

- LEED Platinum – Comstock Campus, Santa Clara, CA
- LEED Gold - Safeway Store (Flagship), Santa Cruz, CA
- LEED Silver - Municipal Transit Authority, San Francisco, CA
- LEED Certified - Ritz Carlton Highlands, Truckee, CA

## Leila DeSilva, Project Manager

LEED Green Associate,  
ICC CALGreen Plans Examiner  
& Inspector, QWEL



### Professional Registrations

CALGreen Plans Examiner and  
Inspector, International Code  
Council

LEED GA, U.S. Green Building  
Council

Wilderness Basics Certified, Sierra  
Club

### Education

Bachelor of Liberal Arts and  
Sciences in Sustainability, Minor in  
Recreation Administration, San  
Diego State University, 2015

Ms. DeSilva is a Project Manager with Integrated Design 360. She is committed to sustainable design and construction and ensuring customer satisfaction is achieved on each project. She is skilled at educating others on sustainability concepts and providing superior customer service to our customers. Ms. DeSilva has experience with incorporating green building design concepts into construction documents and supporting architects, engineers and contractors in understanding how to meet a range of environmental standards including CALGreen, CHPS, LEED, T24 Energy Code Compliance, PCBs regulations, and Commissioning requirements. She is certified as a California Green Building Code Plans Examiner and Inspector through the International Code Council.

Ms. DeSilva has received her Bachelor of Liberal Arts and Sciences in Sustainability from San Diego State University.

### Representative Work

#### Highlighted Projects

- CHPS Verified, Fremont High School, Oakland, CA
- CHPS Verified, Folia PreFAB, Oakland Unified School District
- LEED Silver, Ho'okele Shopping Center, Maui, HI
- Energy Ready Reach Code, City of Palo Alto
- EV Permit & Inspection Guidelines, City of San Mateo
- Green Building Program Development, City of Palo Alto
- Green Building Ordinance Development, City of San Mateo
- Energy Reach Code, City of San Mateo
- CALGreen Plan Check & Inspection, City of Palo Alto

#### Programs

- Dewatering Monitoring Program, City of Palo Alto
- PCBs Compliance Program Development, City of Palo Alto
- Deconstruction and Source Separation Program, City of Palo Alto
- Green Building Program Administration, City of Palo Alto

## G. Subcontractor Background and Resume



### Frontier Energy

*Creative solution to achieve energy goals.*

A professional consulting firm that specializes in energy efficiency solutions for residential and commercial buildings, food service, transportation and next generation grid.

Supercharge utility and CCA investments energy, efficiency and EV programs for residential, multifamily, commercial, and industrial customers with programs, rate design and software.

Work with federal, state and local government to support energy and environment goals with codes and standards, regulatory support, data analysis and a focus on equity.

Work with new development and building retrofits to design, implement and monitor, and improve energy systems and zero emission fuel infrastructure, including finding incentives and rebates.

As energy consulting and research company, Frontier Energy is committed to practicing efficiency and sustainability across all our offices and operations. We believe every employee can help protect the integrity of our planet for future generations.

### Experience & Innovation



**1,000+**

distributed energy systems  
being monitored today



**30+ YEARS**

of R&D and policy  
studies/reports



**100,000s**

of people reached annually



**42,400+**

low-income residents served



**69**

organizations using  
Frontier Energy software



**56,600+**

hours of training provided



**Alea German**, Engineering Manager

Alea has worked in the energy field since 2006. Her focus is on whole building energy optimization, technology assessment, and code development, particularly as it relates to zero net energy (ZNE) design. Alea is a skilled energy modeler with over a decade of experience using software including CBECC-Res, CBECC-Com, EnergyPlus, BEopt, eQuest, and EnergyPro. Overseeing Frontier's energy code consulting services, she has a broad understanding of California's Title 24, Part 6 code and leads statewide

technical code change proposals. For the development of the 2019 and 2022 Residential Title 24 Standards she led the High Performance Walls and Residential Additions and Alterations Codes and Standards Enhancement (CASE) initiatives. Alea provides technical support to local governments on adopting ordinances intended to support meeting local and/or statewide energy and greenhouse gas reduction goals.

#### **EDUCATION/CERTIFICATIONS/TRAINING**

M.S., Mechanical & Aeronautical Engineering, University of California, Davis, 2012 B.S., Mechanical Engineering, Johns Hopkins University, Baltimore, MD, 2003 Registered Mechanical Engineer, State of California (M 36710), 2012 CABEC Certified Energy Analyst (R19-13-30076, NR19-14-30028)

#### **FRONTIER ENERGY EXPERIENCE, 2010 TO PRESENT**

Statewide Title 24 Codes & Standards A. German – 2

- Reach Code Technical Support, 2016 to present - Conduct technical analysis to assist PG&E and local governments in evaluating cost effectiveness of initiatives to support meeting local and/or statewide energy and greenhouse gas reduction goals. Studies have covered efficiency, PV and battery measures, new construction and existing homes, and options that support all-electric designs.
- Codes and Standards Enhancements Team, 2016 to present - Leads statewide technical code change proposals that identify cost-effective enhancements to the California Energy Code. This process involves robust stakeholder outreach, market analysis, estimating statewide energy and cost savings, and code language development. Sonoma Clean Power Lead Locally EPIC Project, 2018 to present
- Lead technical analysis using annual energy simulation tools to develop optimal retrofit packages. The analysis will evaluate energy, greenhouse gas, and cost impacts of technologies and inform how to package optimal measure combinations and value equipment incentives based on existing home characteristics. U.S. Department of Energy Building America Program, 2010 – 2015
- Marine Climate Deep Energy Retrofit, 2014
- West Village Zero Net Energy Evaluation, 2013
- Evaporative Cooled Condenser Evaluation, 2012
- Air to Water Heat Pump & Radiant Delivery, 2011 – 2012
- Sonoma Passive House Retrofit, 2010 – 2011





**Thomas Vagts**, Project Manager/Consultant



Thomas has led numerous multimillion-dollar projects through a career in the energy industry that spans nearly 30 years. He is a consummate professional in managing projects through design, permitting, construction and commissioning, ensuring every detail is done right. Vagts is a trusted consultant who frequently partners with the Frontier Energy team. He currently is CEO of Reliable and Renewable Energy of Monticello, MN, a company he started to provide solar and backup power to commercial and residential customers. His prior experience includes three years as a national account manager for National Power of Raleigh, NC, eight years as president of Titan Energy Systems of Eden Prairie, MN., and multiple positions with other energy companies managing proposals, business development, sales and engineering projects.

### **EDUCATION/CERTIFICATIONS/TRAINING**

Master of Business Administration, University of St. Thomas, St. Paul/Minneapolis, Minn. Bachelor of Electrical Engineering, University of Minnesota, Minneapolis/St. Paul, Minn. Professional Engineer, State of Minnesota

### **PROFESSIONAL EXPERIENCE**

*CEO, Reliable and Renewable Energy, Monticello, MN, April 2020-Present*

- Provides solar and backup power to commercial and residential customers; utilizes Aurora Solar software for system design, financial analysis and customer proposals; systems have ranged from 900 watts to 40 kW; serves as a Generac residential dealer for standby generators, transfer switches and solar battery storage

*National Account Manager, National Power, Raleigh, NC, Oct. 2017-April 2020*

- Led business development for western half of the United States; provided design/build solutions for UPS to inverter replacements, DC power plants, DC battery strings, battery distribution fuse bays and DC bus ducts; provided proposals for data center cooling packages, back-up generators, new buildings and control centers

*Proposal Manager, Siemens, Minnetonka, MN, Feb. 2017-July 2017*

- Coordinated responses to RFPs for electric utility grid control. Proposals included technical responses and pricing for Transmission Network Applications, (TNA) Distributions Network Applications (DNA), Supervisory Control and Data Acquisitions (SCADA) and other applications

*Business Development, MTU Onsite Energy, Mankato, MN, Jan. 2014-Feb. 2017*

- Managed relationships with corporate accounts exceeding \$100M per year; identified new opportunities with engineering firms, general contractors, electrical contractors, design/build firms and end users; assisted with project design and provided customer communication from time of quote through delivery and commissioning; provided customer service for equipment failures bringing the right service teams into the solutions.



**Stephen Becker**, Engineer



Stephen is an Engineer-in-training with experience in zero net energy building research, model development, data analysis, and air quality research. He has built an understanding of residential and commercial building mechanical systems and controls through studies that included modeling building energy use and thermal properties, designing temperature control strategies for a building's radiant-based system to reduce energy use, and testing new control strategies to demonstrate how the addition of solar panels would result in a zero net energy building. Stephen's skills encompass computer model design,

testing and experimental design, equipment inspection and calibration, engineering plans evaluation, and data analysis.

### **EDUCATION/CERTIFICATIONS/TRAINING**

B.S., Mechanical Engineering, University of California at Davis, 2017 Engineer-In-Training, Mechanical Engineering, State of California, License #165704

### **FRONTIER ENERGY EXPERIENCE October 2019 to Present**

- Building energy simulation for multiple research projects, including Sonoma Clean Power's Optimized Strategies project, Honda's Smart Home, and the Central Valley Research Homes project (CVRH).
- Analysis of energy efficiency compliance options for Title 24.
- Modeling of energy efficiency measures for inclusion in reach codes and code development.
- Support of field and lab testing for multiple technologies, including phase change materials used for insulation, aerosol air sealing technology, air to water heat pumps, and radiant systems.

### **PRIOR EXPERIENCE**

*Undergraduate Research Engineer, Western Cooling Efficiency Center, Davis, CA, June 2017 – September 2017 (Continuation of Senior Design Project)*

- Analyzed the engineering drawings of a local commercial building to develop an EnergyPlus computer model of the building and its unique radiant-based HVAC system.
- Adjusted the building model's mechanical, electrical, and thermodynamic characteristics to accurately simulate the building's energy usage and thermal properties.
- Designed temperature control strategies that exploited the unique thermal properties of the building's radiant-based system in order to reduce energy use.
- Utilized the EnergyPlus model to test the energy efficiency of the new control strategies and demonstrate that adding solar panels would result in a zero net energy building.
- Conducted studies comparing the energy efficiencies and temperature control abilities of the radiant system and a traditional forced air system used in similar conditions.
- Co-authored and presented a comprehensive report describing the findings and methods used to create and validate the building energy model.







DATE: August 1, 2022

TO: Mayor and Members of the City Council  
President and Members of the Estero Municipal Improvement District (EMID) Board of Directors

VIA: Stefan Chatwin, City/District Manager

FROM: Jennifer Phan, Deputy City Manager  
Marlene Subhashini, Community Development Director  
Dane Hutchings, Lobbyist Consultant, Renne Public Policy Group

SUBJECT: PRIORITY LEGISLATION FOR THE 2022 STATE  
LEGISLATURE AND RECOMMENDED ADVOCACY  
POSITIONS

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### RECOMMENDATION

It is recommended that the City Council, by Minute Order:

1. Review certain priority legislation for 2022 and staff recommended advocacy positions on those bills and authorize the Mayor to sign letters of support or opposition on behalf of the City Council; and
2. Authorize the City Manager and staff to formally engage in legislative activities to support those positions throughout the legislative session.

### EXECUTIVE SUMMARY

In an effort to advance the City's public policy advocacy efforts, the City's lobbyist consultant, Renne Public Policy Group (RPPG) has been tracking priority legislation on behalf of the City. Some of these bills will have an impact in our community as well as impact the City's ability to retain local control, make decisions, conduct operations, and/or create new financial and

legal liability. In order to ensure that the City's voice is heard in Sacramento, it is critical that the City with the help of RPPG relay their concerns directly to state lawmakers in a timely manner. One of the means for the City to remain actively engaged in the state law-making process is by taking advocacy positions on certain high priority bills.

Provided in this report is an update on the fourteen (14) bills that were being monitored and in which City staff had previously provided to the City Council for consideration. Of that fourteen (14), three (3) did not advance and the remaining eleven (11) has been reassessed by City staff and the recommended advocacy positions on those bills are now as follows:

<b>BILL NO.</b>	<b>TITLE</b>	<b>RECOMMENDED POSITION</b>
<b>SB 1131</b>	Address confidentiality: public entity employees and contractors	Support
<b>AB 2807</b>	Transportation funding programs: eligibility: commercial harbor craft: public transportation ferries	Support
<b>SB 922</b>	California Environmental Quality Act: exemptions: transportation-related projects	Support
<b>AB 2953</b>	Department of Transportation and local agencies: streets and highways: recycled materials	Oppose
<b>SB 1157</b>	Urban water use objectives	Oppose
<b>AB 2011</b>	Affordable Housing and High Road Jobs Act of 2022	Oppose
<b>AB 2234</b>	Planning and zoning: housing: post-entitlement phase permits	Neutral
<b>AB 2097</b>	Residential, commercial, or other development types: parking requirements	Watch
<b>SB 897</b>	Accessory dwelling units: junior accessory dwelling units	Watch
<b>AB 916</b>	Zoning: accessory dwelling units: bedroom addition	Watch
<b>AB 2449</b>	Open meetings: local agencies: teleconferences	Watch

## BACKGROUND

In 2020, the City Council expressed the need for the City to be actively involved with what is happening in Sacramento by engaging with lawmakers on legislation of interest to the City. In an effort to take a more proactive

approach in engaging with the State on legislation, the City Council retained the services of RPPG on a one-year service agreement in January 2021, followed by a two-year extension in March 2022 that included grant writing services with the legislative advocacy services.

RPPG is a full-service lobbying and consulting practice firm based in Sacramento that strives to advance the policy interests of public agencies. Sustained and consistent review and legislative tracking is critical in assessing the thousands of measures introduced each legislative year. In 2021, RPPG monitored and/or engaged on 519 pieces of state legislation as well as multiple updates, and engagement on federal issues specific to COVID-19 relief and the Federal Infrastructure package. From those 519 pieces of State legislation, RPPG actively engaged on 52 of those measures to assess specific applicability to the City including drafting memos, providing legislative analysis, advising City staff, meeting with state lawmakers, their staff, drafting state and federal position letters, etc.

In total, Foster City officially positioned on 13 pieces of State legislation. RPPG was able to successfully advocate for the desired outcome on/or secured significant amendments on 11 of those measures. Most notably, the City of Foster City's first piece of sponsored legislation, Assembly Bill (AB) 1029, was signed which allows jurisdictions to seek state funding opportunities for the preservation of existing affordable housing through the extension of local affordability covenants.

May 27, 2022, marked one of the more significant deadlines in the State legislative session. The "House of Origin" deadline signals the half-way point in each legislative session. All majority vote bills introduced in their respective House must be voted on —garnering at least a majority from their colleagues (21 out of 40 in the Senate, 41 out of 80 in the Assembly) and advance to the opposite House in order to move forward in 2022. June closed out a busy several months of fiscal and legislative deadlines for the Administration and Legislature, including the deadline for all bills to pass through policy committees in the second legislative chamber. In addition, June 30 marked the end of Fiscal Year (FY) 2021-2022 which requires that a new FY 2022-2023 state budget be adopted and signed by the Governor. The Legislature adjourned on June 30, 2022 for its annual summer recess. During this time, all legislation remained static meaning that no bills were amended in the month of July. Lawmakers returned to Sacramento August 1 and will continue their work through August 31, 2022. From there, the Governor will have 30 days to sign or veto all pending legislation that has advanced to his

desk for consideration. September 30 will mark the official end of the 2021-2022 legislative session. Lawmakers will return on December 5 for one day in order to swear in new members, assign committees, and other house cleaning items in advance of the 2023-2024 legislative session. The 2023-2024 legislative session will officially resume on Monday, January 3, 2023.

To date for this second year of the legislative session, 314 bills have been chaptered, 4 have been vetoed, 5 are enrolled and awaiting the Governor's signature or veto, 1802 failed, and 1623 continue to make their march through the legislative process in August. RPPG continued to track 1,143 bills for the City, many of which have now stalled in the legislative session by failing to meet the house of origin and second house policy deadlines.

This item was originally placed on the June 6, 2022 City Council Regular Meeting agenda. However, a motion was made by Councilmember Hindi, seconded by Councilmember Sullivan, and carried unanimously, 5-0-0, to continue the item to a following City Council meeting date.

### ANALYSIS

At the August 2, 2021 City Council meeting, there was a discussion regarding adopting a legislative platform and policy (Attachment 1). A legislative platform is a set of guiding principles that reflects the overarching ideals and vision of the Council. It provides a framework for the City to respond to legislative issues of importance in a timely manner. A "legislative policy" is the procedure or approved process of adopting positions that align with the spirit of the legislative platform. The positions contained in the platform are intended to support the strategic goals outlined in Foster City's Strategic Plan. The City Council, by Minute Order No. 1795, directed staff to agendize the item for further discussion and to narrow the list of legislative items to those of most concern and use broader statements.

While staff will work with RPPG to bring the legislative platform and policy for City Council consideration at a future meeting, the City through RPPG can continue to engage on legislation of interest to Foster City. Such engagement may include, reissuance of city position letters, negotiating on specific amendments, and other duties to ensure the City's position is well represented on State policy.

At the June 6, 2022 City Council meeting, City Council provided direction to continue the item on recommended advocacy positions on priority legislation

for the 2022 State Legislature to a following City Council meeting. The June 6, 2022 Staff Report included fourteen (14) bills for City Council consideration including an attachment of a full priority bill list. However, since that time, a majority of those measures were either amended, were pending amendments that had not gone into print or did not move forward. Given the new information and rapidly changing legislative process, staff continued working with RPPG to reassess each measure, and decide which measures are still relevant to the City and are appropriate to be presented to City Council for consideration.

This staff report includes an update on the fourteen (14) bills that were previously included in the June 6, 2022 Staff Report, the amended bill language (if applicable), an updated advocacy position on those bills and an updated full priority bill list (Attachment 2).

Advocacy positions that the City may consider when taking positions on bills is outlined as follows:

**Support:** Foster City supports both the spirit of the policy as well as the specific drafted policy itself. There are no policy concerns, and no changes are needed.

**Support if Amended:** Foster City may support the spirit of the policy but may wish to see technical changes to the specific drafted policy itself. If said policy changes are made, the City would then move into a full support position. **Note:** that some state legislative policy committees do not recognize this position and will not reflect it on a legislative analysis.

**Oppose:** Foster City opposes both the spirit of the policy as well as the specific drafted policy. Barring significant amendments, it is unlikely that the proposal could feasibly be amended to remove all concerns.

**Oppose Unless Amended:** Foster City may oppose the spirit and/or the specific policy as currently drafted. Conversely, the City may support the spirit of the policy but object to the specific approach taken. Amendments to address concerns would be needed prior to moving to a neutral position or even a support position.

**Neutral:** Foster City is indifferent on a specific policy proposal. This position is taken typically after amendments have been made to a bill that

may remove the City's opposition but does not push them to a point of formal support.

**Watch:** Foster City is currently undecided on a course of action, and is actively dedicating staff resources to monitor, find more information or begin initial conversations with stakeholders on the proposal's intent. Concerns can also be expressed to an author and stakeholders with a "Watch" position.

Of the fourteen (14) bills that were included in the June 6, 2022 Staff Report, three (3) bills did not advance forward. The three (3) bills that were stalled in committee and are now presumed to be "dead" for the year include:

AB 2053 (Lee) – The Social Housing Act  
AB 1944 (Lee) – Local government: open and public meetings  
AB 2357 (Ting) – Surplus Lands Act

Of the remaining eleven (11) bills, staff has reviewed the amended language and updated its recommended advocacy positions as applicable. The order in which these are arranged are such that, the bills that City staff recommends taking a position on are listed first followed by the ones where City staff has either no recommended position or advises a 'watch' position. The staff report includes highlights of each bill followed by staff comments on the recommended advocacy positions. For a comprehensive background on each of the bills, please refer to the link to the bill language included in the report or Attachment 3.

### **1. SB 1131 (NEWMAN) – ADDRESS CONFIDENTIALITY: PUBLIC ENTITY EMPLOYEES AND CONTRACTORS (AS AMENDED ON 06/23/22)**

**Bill Highlights:** SB 1131 will allow election officials, their staff, and poll workers to enroll in the State's address confidentiality program to shield their personal data from public exposure.

Current law authorizes this for reproductive health care service providers, employees, volunteers, and patients who must complete an application to be approved by the Secretary of State for the purposes of enabling state and local agencies to respond to requests for public records without disclosing a program participant's residence address contained in any public record and otherwise provide for confidentiality of identity for that person, subject to

specified conditions. Applicants seeking address confidentiality under this program due to their affiliation with a reproductive health care services facility are required to provide a certified statement signed by a person authorized by the reproductive health care services facility stating that the facility or any of its providers, employees, volunteers, or patients is or was the target of threats or acts of violence within one year of the date of the application.

Aside from making the program more encompassing by extending to election workers, this bill would authorize an applicant seeking address confidentiality under this program to submit a certified statement that they have been the target of threats, harassment, or acts of violence, or a workplace violence restraining order, instead of a certified statement from their employer.

The Secretary of State will be required to submit to the Legislature no later than January 10 of each year a report that includes: the total number of applications received for the program; discloses the number of program participants within each county; and describes any allegations of misuse relating to election purposes.

**Staff Comments:** The bill was introduced in response to growing threats and verbal attacks on election officials, their staff, and poll workers. The proposed changes to existing law protect the confidentiality of election workers; and also allows individuals who face threats of violence, harassment, and violence because of their work for public entities to participate in the Secretary of State's address confidentiality program with added ease and flexibility. If enacted, SB 1131 expands California's "Safe at Home" program. City staff finds that this bill extends protections on a voluntary basis, is timely in preparation of the upcoming elections, and understands that League of California Cities and California City Clerks Association have also urged the support of this bill.

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommended position is to 'Support.'

**Bill Information:** The official text of SB 1131 can be found here: [Link](#)



**2. AB 2807 (M. BONTA) – TRANSPORTATION FUNDING PROGRAMS:  
ELIGIBILITY: COMMERCIAL HARBOR CRAFT: PUBLIC  
TRANSPORTATION FERRIES (AS AMENDED ON 06/21/22)**

**Bill Highlights:**

Current law establishes the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program, which is administered by the State Air Resources Board, in conjunction with the State Energy Resources Conservation and Development Commission, to fund development, demonstration, precommercial pilot, and early commercial deployment of zero- and near-zero-emission truck, bus, and off-road vehicle and equipment technologies.

Current law also establishes the Clean Transportation Program, administered by the State Energy Resources Conservation and Development Commission, to provide funding to certain entities to develop and deploy innovative technologies that transform California's fuel and vehicle types to help attain the state's climate change policies.

Current law further establishes the Air Quality Improvement Program, administered by the State Air Resources Board, for the purpose of funding air quality improvement projects relating to fuel and vehicle technologies, including, but not limited to, providing funding for research to determine and improve the air quality impacts of alternative transportation fuels and vehicles, vessels, and equipment technologies.

Lastly, current law establishes the Low Carbon Transit Operations Program, administered by the Department of Transportation, to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility. Among other things, it authorizes capital or operating assistance for new or expanded waterborne transit as an eligible expenditure under the program.

AB 2807 would expand the programs and projects that are eligible to receive funds from various State programs for zero- and near-zero-emissions transportation technologies, with the goal of accelerating the commercialization of commercial harbor craft and alternative and renewable fuels, in addition to programs and projects to retrofit fleets of commercial harbor craft with technologies that create higher fuel efficiencies, and/or would result in new or expanded waterborne transit.

AB 2807 now reference funding may be applied to the purpose of “commercial harbor craft” technologies. Under the California Code of Regulations, commercial harbor craft (CHC) or harbor craft is defined as “any private, commercial, government, or military marine vessel including, but not limited to, passenger ferries, excursion vessels, tugboats, ocean-going tugboats, towboats, push-boats, crew and supply vessels, work boats, pilot vessels, supply boats, fishing vessels, research vessels, U.S. Coast Guard vessels, hovercraft, emergency response harbor craft, and barge vessels that do not otherwise meet the definition of ocean-going vessels or recreational vessels.”

**Staff Comments:** AB 2807 is co-sponsored by the San Francisco Bay Area Water Emergency Transportation Authority (WETA) and the Golden Gate Bridge Highway and Transportation District, with support from many other regional groups, such as Bay Area Council and Bay Planning Coalition. AB 2807, in essence, would allow commercial harbor crafts as eligible recipients for all state funded zero-emission funding programs. Most state funding programs for green facilities and fleets focus on trucks, buses, and rail, and are ambiguous as to whether commercial harbor craft or ferries are included. AB 2807 will ensure that state funding programs explicitly include public transportation commercial harbor crafts as being eligible to participate. In light of the State’s efforts to reduce greenhouse gas (GHG) emissions, as well as Foster City’s own environmental sustainability goals coupled with its interest to build a multimodal transportation network, the expansion of eligibility for these funds may open up more opportunities for the City to vie for funding for a hover craft/ferry system in the future.

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommended position is to ‘Support.’

**Bill Information:** The official text of AB 2807 can be found here: [Link](#)

### **3. SB 922 (WIENER) – CALIFORNIA ENVIRONMENTAL QUALITY ACT: EXEMPTIONS: TRANSPORTATION-RELATED PROJECTS (AS AMENDED 05/11/22)**

**Bill Highlights:** SB 922 expands the California Environmental Quality Act (CEQA) exemptions for specified transit, bicycle, and pedestrian projects, and extends these exemptions from 2023 to 2030. CEQA exempts from its

requirements bicycle transportation plans for an urbanized area for restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and related signage for bicycles, pedestrians, and vehicles under certain conditions. This bill would specify that the requirement that the bicycle transportation plan is for an urbanized area or urban cluster, as designated by the United States Census Bureau. The bill would extend the exemption to an active transportation plan or pedestrian plan in an urbanized area or urban cluster. The bill would define “active transportation plan” and “pedestrian plan.” The bill would specify that individual projects that are a part of an active transportation plan or pedestrian plan remain subject to the requirements of CEQA unless those projects are exempt by another provision of law.

**Staff Comments:** This measure streamlines otherwise onerous CEQA requirements on a variety of local transportation projects aimed at reducing greenhouse gas emissions (GHGs) including pedestrian and bicycle facilities, restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and related signage for bicycles, pedestrians, and vehicles.

A related bill, SB 288 (Wiener), was signed into law back in 2020 temporarily exempting from CEQA certain clean transportation projects. Under current law, these CEQA exemptions sunset on January 1, 2023. SB 922 would make the sunset of SB 288 into permanent law to advance critically needed and community-supported sustainable transportation projects, in addition to providing greater clarity when such exemptions may be applied. SB 922 is supported by a large coalition of local governments and business organizations.

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommended position is to ‘Support.’

**Bill Information:** The official text of SB 922 can be found here: [Link](#)

#### **4. AB 2953 (SALAS) – DEPARTMENT OF TRANSPORTATION AND LOCAL AGENCIES: STREETS AND HIGHWAYS: RECYCLED MATERIALS (AS AMENDED 03/17/22)**

**Bill Highlights:** AB 2953 is a state-mandated local program that would require the Department of Transportation (Caltrans) and a local agency that

has jurisdiction over a street or highway, to the extent feasible and cost effective, to use advanced technologies and material recycling techniques that reduce the cost of maintaining and rehabilitating streets and highways and that exhibit reduced levels of greenhouse gas emissions through material choice and construction method.

Beginning January 1, 2024, a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, would be required to apply standard specifications that allow for the use of recycled materials in streets and highways. Until January 1, 2027 those standard specifications must allow recycled materials at or above the level allowed in Caltrans' standard specifications that were in effect on October 22, 2018 for recycled base and subbase materials, reclaimed asphalt pavement and other materials in asphalt, and reclaimed aggregate, fly ash, returned plastic concrete, and other materials in concrete, as specified.

The bill would exempt cities and counties whose revenues do not exceed specified thresholds of not more than 0.02% of the total of all California city revenues, or any county whose revenue is not more than 0.10% of the total of all California county revenues.

**Staff Comments:** City staff acknowledges that the use of recycled materials in road construction helps preserve natural aggregate materials, diverts significant amounts of construction waste from landfills, and reduces greenhouse gas emissions related to the production and transportation of new materials to construction sites – which would contribute to the City's overall environmental sustainability goals.

However, the requirement to comply to such standard specifications may result in increased costs to Foster City as this would likely constitute an unfunded (or suspended) state mandate. Moreover, this approach may not be appropriate given its current applicability to larger projects that are addressing a greater volume of traffic, versus the City's local streets and roads. Each specified local agency, including Foster City, must review the Caltrans specifications for the use of recycled materials at specified levels, and make a determination of the feasibility and cost effectiveness of adopting them for local projects. Therefore, actual local costs are unknown at this time.

Furthermore, a recommended amendment to the exemption clause posed in AB 2953 would be to exempt cities based on population instead of annual revenues, which may be an unreliable and variable metric.

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommended position is to 'Oppose'.

**Bill Information:** The official text of AB 2953 can be found here: [Link](#)

#### **5. SB 1157 (HERTZBERG) – URBAN WATER USE OBJECTIVES (AS AMENDED 06/16/22)**

**Bill Highlights:** SB 1157 would effectively lower the statewide indoor residential water use standard from 55 gallons per capita daily (gpcd) to 47 gpcd beginning January 1, 2025 and from 50 gpcd to 42 gpcd beginning January 1, 2030.

The Department of Water Resources, in coordination with the State Water Resources Control Board, and including collaboration with and input from stakeholders, would be required to conduct necessary studies and investigations to assess and quantify the economic benefit and impacts of meeting the 2030 indoor residential use standard on water, wastewater, and recycled water systems.

**Staff Comments:** SB 1157 is in response to California's persistent cycles of drought and dry conditions. It aims to make strides in water efficiency, to reduce wasteful water usage and improve future water supply reliability, and ultimately makes the state more adaptable and resilient to drought and the impacts of climate change.

The measure is being strongly opposed by over 50 California water agencies, dozens of municipalities, and statewide local government organizations. The total anticipated cost range for reasonably complying with a 2030 standard in which all providers achieve a residential indoor per capita volume of 42 gallons per capita daily by 2030 is likely between \$2.8 and \$4.6 billion.

While the indoor residential water use standard is only one component of the overall water use objective, given the separately enforceable component of water loss, it is anticipated that public water agencies will need to make significant additional investments to reduce indoor residential use to meet the overall objective. Ultimately, this substantial financial investment will only save 354,000-acre feet of water per year over the current 2030 standard – approximately half a percent of statewide water use.

In addition to these direct costs, there will be substantial secondary costs adversely impacting water affordability, wastewater collection systems, and recycled water facilities. A few examples of potential impacts include increased sewer gas production, accelerated rate of corrosion of pipes and manholes, increased occurrences of sewer blockages and overflows, degradation of wastewater influent quality, and reductions in recycled water quantity. Mitigating these impacts will require considerable investment.

More thorough analyses and studies could be conducted on the potential impacts and to better justify this more rigorous indoor residential water use standards.

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommended position is to ‘Oppose.’

**Bill Information:** The official text of SB 1157 can be found here: [Link](#)

## **6. AB 2011 (WICKS) – AFFORDABLE HOUSING AND HIGH ROAD JOBS ACT OF 2022 (AS AMENDED ON 06/23/22)**

**Bill Highlights:** This measure would allow certain housing developments by right on commercially zoned lands, and mixed-income housing by right along commercial corridors, as long as the projects meet specified affordability, labor, and environmental criteria. Specifically, 100% affordable housing will be allowed in commercial zones by right in a zone where office, retail, or parking are a principally permitted use and subject to a streamlined review if it meets certain criteria.

A “Commercial Corridor” as defined in section 360 of the vehicle code is a “Highway” – a way or a place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes street. The bill allows for ministerial review and approval criteria applicable to both project types including specific timelines for local agencies to provide written documentation to the developer if it is determined that the proposed development is in conflict with any of the City standards and timelines for design review. The bill provides that a determination of whether or not a proposed development is in conflict with objective planning standards is not a “project” under the California Environmental Quality Act (CEQA). Furthermore, the bill prohibits a local agency from imposing any

requirements, including increased fees or inclusionary housing requirements, solely or partially on the basis that the project is eligible for streamlined ministerial approval under this Act.

In order to build on these new sites, the bill requires developers to meet a range of responsible wage and training standards such as:

- Prevailing wages requirement on all projects
- For projects of 50 or more units, requirement of health benefits for workers
- Requirement that contractors must either participate in a state-approved apprenticeship program or request the dispatch of apprentices from a program. If no apprentice workers are available, the project can still move forward.
- New enforcement mechanisms to ensure these payroll and benefits requirements are being met

AB 2011 also specifies the residential densities for a metropolitan jurisdiction and nonmetropolitan jurisdictions. It defines “metropolitan jurisdiction” consistent with existing law, which generally designates cities and counties located within a Metropolitan Statistical Area (MSA) with a population of more than two million, or cities in smaller MSAs with a population of greater than 100,000. Note: Foster City is a nonmetropolitan jurisdiction. In a jurisdiction that is a nonmetropolitan jurisdiction, the residential density for the development is required to meet or exceed the greater of the densities prescribed in the bill including height limits.

**Staff Comments:** AB 2011 is not the first bill that would allow rezoning of commercial sites for housing. SB 1385 (Caballero, 2020) was a similar bill that would have made housing an allowable use on commercial sites. SB 1385 failed passage in the Assembly Local Government Committee. SB 6 (Caballero), which the City opposed last year, is substantially similar to SB 1385. SB 6 is currently pending in the Assembly Housing and Community Development Committee. The City through its consultant will continue to engage and advance its position on SB 6.

AB 2011 undermines the local land use and planning processes by allowing ministerial approval, without condition or discretion, certain affordable housing and mixed-use housing developments in commercial zones as a principally permitted use regardless of any inconsistency with the City’s General Plan, Zoning Ordinance, or other City Regulations. It ignores the potential impact of

recent changes to housing element laws. Cities are already subject to many new housing element law provisions. The Housing Accountability Act (HAA), the No Net Loss Act, the Housing Crisis Act, and other updates to Housing Element law, to name a few, all include provisions that would allow for ministerial approval of housing projects. Under HAA, cities cannot deny a housing project that meets objective standards. Without an understanding of how all these recent amendments are going to impact cities and new development, the State needs to 'pause' before introducing more bills such as AB 2011.

Neighborhood concerns about traffic, parking, water, sewer, infrastructure, and other development impacts are typically heard as part of the public engagement process when a project is subject to discretionary review. The concerns are often addressed by working with the developer and coming up with solutions to mitigate these impacts. While the City is committed to streamlining development review processes, a ministerial approval would completely eliminate public participation and transparency from the local planning process while also taking away local land use planning and zoning control.

The City will be undertaking a comprehensive update of its General Plan in the near future. Bills such as AB 2011 have an impact on the long-term vision for a master planned community such as ours by interfering with local land use planning process that reflects the needs and values of our community. Additionally, by allowing residential land uses by-right in commercial zones, AB 2011 removes the ability of a local jurisdiction to continue to thoughtfully zone and balance land uses in a manner that does not cause economic impacts.

Cities in California go through a housing planning process every eight (8) years and are currently undergoing the sixth cycle of their Housing Element Update. As part of this process, they identify housing sites and commercial sites for rezoning that are suitable for new housing units to accommodate the RHNA. AB 2011 disregards this state-mandated local planning effort by allowing housing developments by right in commercial areas. If developers can build housing in office, retail, and parking areas by right, it defeats the purpose of RHNA.

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommends a position of 'Oppose.'



**Bill Information:** The official text of AB 2011 can be found here: [Link](#)

## **7. AB 2234 (R. RIVAS) – PLANNING AND ZONING: HOUSING: POST-ENTITLEMENT PHASE PERMITS (AS AMENDED ON 06/23/22)**

**Bill Highlights:** This bill establishes time limits and procedures for approval of, and requires online permitting of, post-entitlement permits. The bill defines “post-entitlement phase permits” to include all nondiscretionary permits and reviews after the discretionary entitlement process has been completed that are require or issued by the local agency to begin construction of a development that is intended to be at least two-thirds residential, excluding planning permits, entitlements, and other permits and reviews that are covered by the State Permit Streamlining Act (PSA).

The bill requires that a jurisdiction specify in detail the information that will be required from any applicant for a post-entitlement phase permit. In addition, the local agency shall:

- Post an example of a complete, approved application and an example of a complete set of post-entitlement phase permits for at least five types of house development projects including but not limited to: ADUs, Duplexes, Multi-family, Mixed-Use, and Townhomes.
- Provide a notice and cure provision for an incomplete application submitted to the public agency
- Be prohibited from providing additional items not required on the original list.

Failure to comply with timelines as specified would result in a violation of Gov Code Section 65589.5 of the Housing Accountability Act.

**Staff Comments:** According to the bill author, “There is no standardized process or timeline to approve the array of post-entitlement “building” permits. Many projects spend months or even years waiting for building permit approvals – despite the fact that the housing development has already been reviewed and approved. Developers do not always provide all the required information to the city when applying for the permits, and cities do not always provide timely, necessary feedback to applicants. These delays of months or years increase the costs of the projects and slow overall housing production, which exacerbates California’s housing crisis. The Permit Streamlining Act

does not resolve this issue because it does not apply to building permits.”

Many local agencies are concerned about the timeframes in the bill, which may fail to take into account various circumstances for an individual project or the available resources. There are concerns about additional costs and staff time that will be required to implement the provisions of the bill. AB 2234 creates an unfunded technology mandate by mandating costly electronic permitting, but does not provide any state funding to accomplish this goal, despite the significant costs identified in the Statewide Housing Plan.

The City of Foster City has already implemented electronic permitting processes which allow for electronic submittal of plans. The City continues to streamline planning and building review processes. Given that the recent amendments to the bill language (for cities with a population of under 75,000 and in Counties with less than 1.1 million population) grant a delay of 5 years (to January 1, 2028) and an additional five years if the local agency makes a written finding that adopting an online permitting system on or before January 1, 2028, would require substantial increases in permitting fees, the City does not need to take a position on this bill.

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommended position is to remain ‘Neutral.’

**Bill Information:** The official text of AB 2234 can be found here: [Link](#)

#### **8. AB 2097 (FRIEDMAN) – RESIDENTIAL, COMMERCIAL, OR OTHER DEVELOPMENT TYPES: PARKING REQUIREMENTS (AS AMENDED ON 06/23/22)**

**Bill Highlights:** This bill prohibits public agencies from imposing parking minimums on developments near public transit, as specified. Specifically, it prohibits public agencies located within a county with a population size of 600,000 or more from imposing or enforcing a minimum automobile parking requirement if located within one-half mile of transit. Public Transit means a Major Transit Stop as defined in § 21064.3 of the Public Resources Code and further explained below:

- An existing rail or bus rapid transit station.
- A ferry terminal served by either a bus or rail transit service.

- The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods

For counties with a population of 600,000 or more (such as San Mateo County), this measure would apply on any of the following developments if the parcel is located within one-half mile or public transit:

- a residential development of 40 or fewer units,
- a mixed-use development within 40 or fewer units,
- residential or mixed-use development of any size in which at least 11 percent of the units will be affordable to very low-income households, 20 percent of the units will be affordable to lower income households, or 40 percent of the units will be affordable to moderate-income households for at least 55 years.
- Commercial or other development

The bill exempts hotels, motels, bed and breakfast inn or other transient lodging uses as well as event centers from the bill's provisions.

**Staff Comments:** This bill is substantially similar to AB 1401 (Friedman), which was opposed by the City last year and stalled in the Senate Appropriations committee. It should be noted that AB 1401 as originally introduced, applied the parking restrictions more broadly than AB 2097 as most recently amended. The City's land use policies and development standards for residential and commercial development take into consideration minimum on-site parking requirements to ensure residents and visitors have access to homes and businesses. On-site parking requirements prevent congestion due to on-street parking demand that may cause unsafe traffic conditions including affecting emergency response times. According to the bill author "there are plenty of communities that have access to high-quality transit, or where cars are underutilized, that need housing far more than they need parking." However, cities argue that restricting parking requirements within one-half mile of a high-frequency transit route does not guarantee individuals living, working, or shopping on those parcels will actually use transit. Many residents will continue to rely on automobiles and require nearby parking, which will only increase parking demand and congestion. Cities currently have development standards in place that keep in mind the local constraints and they are committed to maintaining and enhancing a high quality of life and safety for its residents as reflected in its General Plan. When supported by facts and evidence, cities are able to develop innovative

solutions to address parking needs by enforcing parking minimums. These are not arbitrary standards.

AB 2097 would essentially allow developers to dictate parking requirements in large area of many cities because the definition of public transit includes entire bus routes with 15-minute service intervals. Neighborhoods in Foster City currently do not meet the criteria of a Major Transit Stop. However, this may change in the future should transit agencies dramatically shift transit routes and/or the city explores alternate modes of public transit to alleviate traffic, reduce Vehicle Miles Traveled (VMT) as well as advance Climate Action goals such as reduced Greenhouse Gas Emissions (GHGs).

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommends a position of ‘Watch.’

**Bill Information:** The official text of AB 2097 can be found here: [Link](#)

## **9. SB 897 (WIECKOWSKI) – ACCESSORY DWELLING UNITS: JUNIOR ACCESSORY DWELLING UNITS (AS AMENDED ON 06/30/22)**

**Bill Highlights:** SB 897 makes numerous changes to the laws governing Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). Some of the significant changes are noted below:

- The bill imposes objective standards on accessory dwelling units that include but are not limited to: parking, height, setback, landscape, architectural review, maximum size of a unit etc.
- It modifies the ability of local agencies to apply building code requirements to ADUs by stating that the construction of an ADU shall not constitute a Group R occupancy change under the local building code, as specified.
- It prohibits local agencies from requiring the installation of fire sprinklers on a proposed or existing primary residence when an ADU is built on the parcel.
- It requires a local agency to approve or deny, rather than to merely act, on an ADU or JADU permit application within 60 days of receipt of a completed application, whether or not the local agency has adopted an ordinance regulating the creation of ADUs.
- It expands restrictions on the ability of local agencies to impose parking requirements on parcels with ADUs as follows:

- prohibits local agencies from imposing any parking standards when a developer submits concurrent permit applications to create an ADU and a new single-family dwelling on the same lot; and
- requires local agencies to reduce the number of parking spaces required for new multifamily dwellings by two parking spaces for each ADU that is proposed on the same lot when the applications are submitted concurrently.

The **previous** version of the bill increased the 16-foot height standard that local agencies may impose on an ADU on parcels with proposed or existing single family dwellings or multifamily dwellings as follows:

- Requires local agencies to allow detached ADUs as tall as 25 feet.
- Requires local agencies to allow an ADU that is attached to a primary residence to be 25 feet tall, or as tall as the local zoning ordinance that applies to the primary residence allows, whichever is lower.

The amended version of the bill states that a local agency may impose a height limitation for a detached ADU of not less than 18 feet in height under the following circumstances:

- One-half mile of a major transit stop or a high-quality transit corridor (as defined above in AB 2097)
  1. A local agency shall allow an additional 2 feet a roof pitch that is aligned with the roof pitch of the primary residence
- If the unit is on a lot that has an existing multifamily, multiunit dwelling

The amended version states that a local agency may impose a height limitation for an attached ADU of not less than 25 feet in height or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower.

**Staff Comments:** Cities and various organizations were opposed to the previous version of the bill which would have essentially allowed two-story ADUs and ‘shoehorning’ a 25-foot structure into a backyard of a single-story ranch style home. Current State law appropriately authorizes cities and counties to restrict ADU height to 16 feet, thus helping ensure that these ADUs blend into the existing neighborhood. Mandating the two-story ADUs

would've contradicted the stated belief that ADUs are a way to increase density in a modest fashion that is not disruptive to established communities. Furthermore, there is a plethora of State ADU laws that have been substantially amended nearly every year since 2016. Local agencies are barely able to keep up with the ever-changing requirements of ADU laws and the constant changes are sending cities back to the drawing board resulting in frequent amendments to the ordinance, staff training, etc. However, the revised height limitations in the amended bill language and the applicable criteria (major transit stop or a high quality transit corridor which are non-existent in Foster City) seem more palatable than the previous bill language. Given the fact that the City is committed to promoting the production of ADUs through its various new Housing Element Programs and Policies, the City can continue to monitor the bill as it moves through the legislative process.

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommended position is to 'Watch.'

**Bill Information:** The official text of SB 897 can be found here: [Link](#)

#### **10. AB 916 (SALAS) – ZONING: ACCESSORY DWELLING UNITS: BEDROOM ADDITION (AS AMENDED ON 06/23/22)**

**Bill Highlights:** This bill prohibits a city or county from adopting or enforcing an ordinance that requires a public hearing as a condition of reconfiguring existing space to increase the bedroom count within an existing dwelling.

- The bill provides that this prohibition only applies to applications for adding no more than two additional bedrooms within an *existing* unit, and that it shall not be construed to prohibit a local agency from requiring a public hearing for a proposed project that would increase the number of *dwelling* units within an existing structure.

AB 916 also increases the height that must be allowed to 25 feet\*\*\* (from 16 feet in existing law) if the ADU is within one half mile walking distance of a major transit stop or high-quality transit corridor, as defined, or if the ADU is attached to the primary dwelling.

**\*\*Note:** Amendments are not yet in print, however the author has agreed, on

the record during the Senate and Governance Finance committee (06/29) to amend the bill in August to align with the height requirements outlined in SB 897 (Wieckowski)\*\*

**Staff Comments:** Current Foster City ADU Ordinance does not require a public hearing based on the bedroom count and therefore, staff will continue to monitor this bill through the rest of the legislative session.

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommended position is to ‘Watch.’

**Bill Information:** The official text of AB 916 can be found here: [Link](#)

#### **11. AB 2449 (RUBIO) – OPEN MEETINGS: LOCAL AGENCIES: TELECONFERENCES (AS AMENDED ON 06/30/22)**

**Bill Highlights:** AB 2449 would authorize, until January 1, 2026, for a local agency to use teleconferencing without complying with those specified teleconferencing requirements (noticing each teleconference location or making it publicly accessible) if at least a quorum of the members of the legislative body participates in person from a singular location clearly identified on the agenda that is open to the public and situated within the local agency’s jurisdiction. The provisions further would require that the teleconferencing member(s) participate through both audio and video.

The bill would impose prescribed requirements for this exception relating to notice, agendas, the means and manner of access, and procedures for disruptions. For example, the teleconferencing member(s) must notify the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for “emergency circumstances” or “just cause,” including a general description not to exceed 20 words of the circumstances relating to their need to appear remotely at the given meeting. The legislative body must then also take action at the beginning of the meeting on the teleconferencing member(s) request and ability to participate remotely. The teleconferencing member(s) must also publicly disclose at the meeting whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member’s relationship with any such individuals.

Lastly, the bill would require the legislative body to implement a procedure for

receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with federal law.

**Staff Comments:** Early in the pandemic, Governor Gavin Newsom issued a series of Executive Orders to expand public access to meetings by suspending some of the restrictions placed on teleconferencing. Lawmakers then passed AB 361 (Rivas, Robert) in 2021, which allows cities to meet remotely under similar conditions during a declared state of emergency after the executive orders expired (until January 1, 2024).

Many cities, including Foster City, still use AB 361 to conduct public meetings safely and transparently. However, there is a strong desire to continue some of the flexibility allowed under AB 361 beyond a declared state of emergency. The pandemic has made it abundantly clear that the Brown Act needed to be modified to provide cities the flexibility to conduct business safely while also maintaining transparency, access, and public engagement. AB 2449 attempted to achieve this, but after several iterations, now introduces amendments that pose further questions. Arguably, these amendments also substantially undermine the bill's overall usefulness and its original intent to ease restrictions. This includes:

- Added language that requires a legislative body to conduct meetings subject to the Brown Act consistent with applicable state and federal civil rights, language access, and other nondiscrimination laws. Under the Brown Act there are already specific requirements related to translation for non-English speakers. However, the term "language access" here is used broadly and it is unclear if this would impose a new requirement.
- Added language to limit each member from participating in meetings remotely for more than three consecutive months or 20 percent of the regular meetings for the local agency within a calendar year. Although City staff agrees with this provision in spirit, it should be closely monitored for potential impacts. For example, if Foster City has approximately 20-24 regular meetings in a calendar year, that means each elected official may not teleconference more than four (4) times in that given year (despite circumstances that may warrant so).
- Added provision that a legislative body may not take any further action in the event of a disruption that prevents broadcasting the meeting to the public, or in the event of a disruption that prevents the public from offering public comments remotely, until it can restore



public access to the meeting. City staff is less concerned with this, but acknowledges the need to verify it can adequately address such a requirement.

In all, the amendments may overly complicate and be onerous, making it far less likely that cities will opt-in to this new section of the Brown Act should it advance. Instead, City staff would recommend further discussions on the future of remote participation in local public meetings before such measures are imposed.

**Staff Recommended Advocacy Position:** Given the reasons stated above, City staff recommended position is to ‘Watch.’

**Bill Information:** The official text of AB 2449 can be found here: [Link](#)

The full bill text to any measure can be found by going to the State’s legislative information website, that can be accessed by [clicking here](#): (<https://leginfo.legislature.ca.gov/faces/billSearchClient.xhtml>).

From a timing perspective, this will be the final opportunity for City Council to direct staff and its legislative consultant to engage in meaningful and impactful advocacy in the 2021-2022 legislative session. Should City Council move to adopt positions on legislation, position letters would be immediately drafted and submitted to the appropriate legislative offices. RPPG would then work to advance the City’s legislative goals by meeting with individual legislative offices over the remainder of the legislative session. Equally as important, it will be critical that Foster City’s advocacy positions be shared directly with the Governor’s office. As detailed in the background section of this report, there is still time to engage in both the direct legislative process (concluding August 31) as well as with the Administration in advance of the “Sign/Veto” deadline. This provides another opportunity for the City, by way of its legislative advocacy firm to engage on behalf of the City directly with the Administration, to share Foster City’s unique perspectives, provide data, and urge the Governor to either sign bills the City supports or veto bills that the City opposes. The Governor’s Sign/Veto deadline concludes on September 30, 2022.

## FISCAL IMPACT

There is no fiscal impact associated with the recommended actions.

## CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This action aligns with the City's Vision and Mission statements by taking efficient actions that enhance neighborhood livability and quality of place for current and future generations. Specifically, this item is directly related to the project/initiative under the "Smart Planning, Development, and the Local Economy" Value/Priority Area with the key outcome to develop a legislative advocacy arm for Foster City that advances City Council's policies and goals.

### Attachments:

- Attachment 1 – [August 2, 2021 Staff Report](#)
- Attachment 2 – Updated Full Priority Bill List
- Attachment 3 – Summary of Bill Amendments

## **Priority Legislation July 31, 2022**



### **Brown Act**

#### **AB 2449 (Rubio, Blanca) Open meetings: local agencies: teleconferences. (Amended: 6/30/2022) [Link](#)**

Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. This bill would revise and recast those teleconferencing provisions and, until January 1, 2026, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction. This bill contains other related provisions and other existing laws.

**Status:** 6/30/2022-Read second time and amended. Re-referred to Com. on APPR.

#### **SB 1100 (Cortese) Open meetings: orderly conduct. (Amended: 6/6/2022) [Link](#)**

Current law requires every agenda for regular meetings of a local agency to provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body. Current law authorizes the legislative body to adopt reasonable regulations to ensure that the intent of the provisions relating to this public comment requirement is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. Current law authorizes the members of the legislative body conducting the meeting to order the meeting room cleared and continue in session, as prescribed, if a group or groups have willfully interrupted the orderly conduct of a meeting and order cannot be restored by the removal of individuals who are willfully interrupting the meeting. This bill would authorize the presiding member of the legislative body conducting a meeting to remove an individual for disrupting the meeting.

**Status:** 6/22/2022-Read second time. Ordered to third reading.

### **Children, Youth and Recreation**

#### **AB 1737 (Holden) Childrens camps: safety. (Amended: 6/30/2022) [Link](#)**

Existing law requires the State Public Health Officer to establish rules and regulations establishing minimum standards for organized camps. Existing law requires the State Fire Marshal to adopt minimum fire safety regulations for organized camps. Existing law requires local health officers to enforce building standards relating to organized camps and the other rules and regulations adopted by the State Public Health Officer. Existing law defines organized camp, for these purposes, as a site with a program and facilities established for the primary purposes of providing an outdoor group living experience with social, spiritual, educational, or recreational objectives, for 5 days or more during one or more seasons of the year, except as specified. This bill additionally would define childrens camp as a camp that offers daytime or overnight experiences administered by adults who provide social, cultural, educational, recreational, or artistic programming to more than 5 children between 3 and 17 years of age for 5 days or longer, except as specified. The bill would exempt youth sports leagues and teams, and camps owned or operated by local education agencies, from the definition of a childrens camp. This bill contains other related provisions.

**Status:** 6/30/2022-Read second time and amended. Re-referred to Com. on APPR.

### **Elections, Political Reform and Redistricting**

#### **AB 1416 (Santiago) Elections: ballot label. (Amended: 6/23/2022) [Link](#)**

Current law defines the ballot label as the portion of the ballot containing the names of the candidates or a statement of a measure. For statewide measures, existing law requires the Attorney General to prepare a condensed version of the ballot title and summary, including the fiscal impact summary prepared by the Legislative Analyst that is printed in the state voter information guide. This bill would additionally require the ballot label for statewide measures, and, at the option of a county, the ballot label or similar description on the ballot of county, city, district, and school district measures, to include a listing of nonprofit organizations, businesses, or individuals taken from the signers or the text of ballot arguments printed in the voter information guide that support and oppose the measure, as specified. The bill would require a nonprofit organization, business, or individual to meet certain criteria before being listed on the ballot label or similar description of the measure on the ballot. The bill would require the signers of the ballot arguments to submit the lists of supporters and opponents to the Secretary of State or the respective elections official and would require the Secretary of State or respective elections official to provide those lists to county elections officials as part of the ballot label.

**Status:** 6/23/2022-Read second time and amended. Re-referred to Com. on APPR.

**Calendar:** 8/1/2022 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, Chair,

#### **AB 2582 (Bennett) Recall elections: local offices. (Amended: 5/2/2022) [Link](#)**

The California Constitution reserves to the electors the power to recall an elective officer and requires the Legislature to provide for recall of local officers. Current law requires a recall election to include the question of whether the officer sought to be recalled shall be removed from office and an election for the officers successor in the event the officer is removed from office. This bill would instead require a recall election for a local officer to include only the question of whether the officer sought to be recalled shall be removed from office. If a local officer is removed from office in a recall election, the bill would provide that the office is vacant until it is filled according to law.

**Status:** 6/22/2022-Read second time. Ordered to third reading.

**SB 1131 (Newman) Address confidentiality: public entity employees and contractors. (Amended: 6/23/2022) [Link](#)**

Current law authorizes reproductive health care service providers, employees, volunteers, and patients to complete an application to be approved by the Secretary of State for the purposes of enabling state and local agencies to respond to requests for public records without disclosing a program participants residence address contained in any public record and otherwise provide for confidentiality of identity for that person, subject to specified conditions. Current law requires an applicant seeking address confidentiality under this program due to their affiliation with a reproductive health care services facility to provide a certified statement signed by a person authorized by the reproductive health care services facility stating that the facility or any of its providers, employees, volunteers, or patients is or was the target of threats or acts of violence within one year of the date of the application. Under current law, any person who makes a false statement in an application is guilty of a misdemeanor. This bill would authorize an applicant seeking address confidentiality under this program to submit a certified statement by the employee, patient, or volunteer for a reproductive health care services facility that they have been the target of threats, harassment, or acts of violence, or a workplace violence restraining order issued because of threats or acts of violence connected with a reproductive health care services facility, as specified, instead of a certified statement from a representative of the reproductive health care services facility.

**Status:** 6/28/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (June 28). Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,

**Energy****AB 2838 (O'Donnell) Electrical corporations: green tariff shared renewables program. (Amended: 6/22/2022) [Link](#)**

Current law requires the Public Utilities Commission to require each electrical corporation with 100,000 or more customer accounts in California to administer a green tariff shared renewables program to enable ratepayers to participate directly in offsite electrical generation facilities that use eligible renewable energy resources, as specified. Current law requires the commission to ensure that charges and credits associated with an electrical corporations program are set in a manner that ensures nonparticipant ratepayer indifference for the remaining bundled service, direct access, and community choice aggregation customers and ensures that no costs are shifted from participating customers to nonparticipating ratepayers. This bill would authorize the commission, on and after April 1, 2023, to authorize those electrical corporations to terminate their green tariff shared renewables programs.

**Status:** 6/22/2022-Read second time and amended. Re-referred to Com. on APPR.

**Notes:** 5/27/22 SG: Added to tracker per CAL CCA position. Letter shared with RPPG lobbying team

**SB 379 (Wiener) Residential solar energy systems: permitting. (Amended: 6/20/2022) [Link](#)**

Would require every city, county, or city and county to implement an online, automated permitting platform that verifies code compliance and issues permits in real time or allows the city, county, or city and county to issue permits in real time for a residential solar energy system, as defined, that is no larger than 38.4 kilowatts alternating current nameplate rating and a residential energy storage system, as defined, paired with a residential solar energy system that is no larger than 38.4 kilowatts alternating current nameplate rating.

**Status:** 6/29/2022-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 12. Noes 0.) (June 29). Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,

**SB 833 (Dodd) Community Energy Resilience Act of 2022. (Amended: 6/30/2022) [Link](#)**

Current law establishes within the Natural Resources Agency the State Energy Resources Conservation and Development Commission. Current law assigns the commission various duties, including applying for and accepting grants, contributions, and appropriations, and awarding grants consistent with the goals and objectives of a program or activity the commission is authorized to implement or administer. This bill, the Community Energy Resilience Act of 2022, would require the commission to develop and implement a grant program to award grants through a noncompetitive process for local governments to develop community energy resilience plans that help achieve energy resilience objectives and state clean energy and air quality goals.

**Status:** 6/30/2022-Read second time and amended. Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,

**Environmental and Climate**

**AB 1985 (Rivas, Robert ) Organic waste: recovered organic waste product procurement targets. (Amended: 6/30/2022) [Link](#)**

Existing law requires, no later than January 1, 2018, the State Air Resources Board to approve and begin implementing a comprehensive short-lived climate pollutant strategy to achieve a reduction in statewide emissions of methane by 40%, hydrofluorocarbon gases by 40%, and anthropogenic black carbon by 50% below 2013 levels by 2030. This bill would require the departments regulations to allow a local jurisdiction to procure a product made from California, landfill-diverted recovered organic waste, as provided, to comply with these recovered organic waste product procurement target requirements. The bill would allow a local jurisdiction, in procuring recovered organic waste products, to utilize California-derived recovered organic waste that is processed outside of the state. The bill would require any penalties imposed by the department on a local jurisdiction that fails to meet its recovered organic waste procurement target to be imposed pursuant to a specified schedule based on the percentage of the local jurisdictions recovered organic waste product procurement target achieved.

**Status:** 6/30/2022-Read second time and amended. Re-referred to Com. on APPR.

**AB 2142 (Gabriel) Income taxes: exclusion: turf replacement water conservation program. (Amended: 4/6/2022) [Link](#)**

Current law provides an exclusion from gross income for any amount received as a rebate or voucher from a local water or energy agency or supplier for the purchase or installation of a water conservation water closet, energy efficient clothes washers, and plumbing devices, as specified. This bill would, for taxable years beginning on or after January 1, 2022, and before January 1, 2027, under the Personal Income Tax Law and the Corporation Tax Law, provide an exclusion from gross income for any amount received as a rebate, voucher, or other financial incentive issued by a public water system, as defined, local government, or state agency for participation in a turf replacement water conservation program.

**Status:** 6/27/2022-In committee: Referred to suspense file.

**AB 2160 (Bennett) Coastal resources: coastal development permits: fees. (Amended: 5/5/2022) [Link](#)**

The California Coastal Act of 1976 requires any person wishing to perform or undertake any development in the coastal zone, as defined, in addition to obtaining any other permit required by law from any local government or from any state, regional, or local agency, to obtain a coastal development permit, as provided. The act further provides for the certification of local coastal programs by the California Coastal Commission. The act prohibits the commission, except as provided, from exercising its coastal development permit review authority, as specified, over any new development

within the area to which the certified local coastal program, or any portion thereof, applies. Current law requires a local government, if it has been delegated authority to issue coastal development permits, to recover any costs incurred from fees charged to individual permit applicants. Current law authorizes the local government to elect to not levy fees, as provided. This bill would, at the request of an applicant, as defined, for a coastal development permit, authorize a city or county to waive or reduce the permit fee for specified projects. The bill would authorize the applicant, if a city or county rejects a fee waiver or fee reduction request, to submit the coastal development permit application directly to the commission.

**Status:** 6/14/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 2.) (June 14). Re-referred to Com. on APPR.

### **Government Operations and Economic Development**

#### **AB 2164 (Lee) Disability access: certified access specialist program: funding. (Amended: 5/19/2022) [Link](#)**

Current law requires the State Architect to establish and publicize a program for voluntary certification by the state of any person who meets specified criteria as a certified access specialist (CAsp), as provided. Current law, on and after January 1, 2018, and until December 31, 2023, inclusive, requires any applicant for an original or renewal of a local business license or equivalent instrument or permit to pay an additional fee of \$4 for that license, instrument, or permit, or in any city, county, or city and county that does not issue a business license or an equivalent instrument or permit, existing law requires an applicant for a building permit to pay an additional fee of \$4, to be collected by the city, county, or city and county that issued the license, instrument, or permit for specified purposes related to disability access, including the CAsp program. Commencing January 1, 2024, that fee is reduced to \$1. Current law requires a portion of those fees to be deposited in the Disability Access and Education Revolving Fund. This bill would repeal the provision reducing the fee to \$1 commencing January 1, 2024, thereby extending the operation of this fee at the amount of \$4 indefinitely. By expanding the increased fee deposited into the Disability Access and Education Revolving Fund, this bill would make an appropriation.

**Status:** 6/29/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 10. Noes 0.) (June 28). Re-referred to Com. on APPR.

#### **SB 1044 (Durazo) Employers: state of emergency or emergency condition: retaliation. (Amended: 6/29/2022) [Link](#)**

Would prohibit an employer, in the event of a state of emergency or an emergency condition, as defined, from taking or threatening adverse action against any employee for refusing to report to, or leaving, a workplace within the affected area because the employee feels unsafe, except as specified. The bill would also prohibit an employer from preventing any employee, including employees of public entities, as specified, from accessing the employees mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety. The bill would require an employee to notify the employer of the state of emergency or emergency condition requiring the employee to leave or refuse to report to the workplace, as specified. The bill would clarify that these provisions are not intended to apply when a declared official state of emergency remains in place but emergency conditions that pose an imminent and ongoing risk of harm to the workplace, the worker, or the workers home have ceased.

**Status:** 6/29/2022-Read second time and amended. Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,



### **Homelessness/Tenant Protections**

#### **AB 2339 (Bloom) Housing element: emergency shelters: regional housing need. (Amended: 6/20/2022) [Link](#)**

The Planning and Zoning Law requires the legislative body of each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city that includes a housing element. Current law requires that the housing element identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, and make adequate provision for the existing and projected needs of all economic segments of a community. Current law also requires that the housing element include an analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels. This bill would revise the requirements of the housing element, as described above, in connection with zoning designations that allow residential use, including mixed use, where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. The bill would delete language regarding emergency shelter standards structured in relation to residential and commercial developments and instead require that emergency shelters only be subject to specified written, objective standards.

**Status:** 6/28/2022-Read second time. Ordered to third reading.

#### **SB 847 (Hurtado) COVID-19 relief: tenancy: grant program. (Amended: 6/16/2022) [Link](#)**

The COVID-19 Tenant Relief Act, until October 1, 2025, establishes procedural requirements and limitations on evictions for nonpayment of rent due to COVID-19 rental debt, as defined. Current law, among other things, prohibits a tenant that delivers to a landlord or files with the court a declaration, under penalty of perjury, of COVID-19-related financial distress, as defined, from being deemed in default with regard to the COVID-19 rental debt, as prescribed. This bill would, until January 1, 2025, create a grant program under the administration of the Department of Housing and Community Development and would require the department to, among other things, award a program grant, as defined, to a qualified applicant who submits a complete application, as defined, on a first-come, first-served basis, except that the bill would require the department to provide grants to all tier one applicants, as defined, before processing the applications of other applicants, as specified. The bill would define qualified applicant to mean a landlord who has applied for rental assistance funds pursuant to the State Rental Assistance Program and satisfies certain criteria, including that the landlord has received a negative final decision, as specified.

**Status:** 6/29/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (June 29). Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,

### **Housing, Land Use and Planning**

#### **AB 916 (Salas) Zoning: accessory dwelling units: bedroom addition. (Amended: 6/23/2022) [Link](#)**

Would prohibit a city or county legislative body from adopting or enforcing an ordinance requiring a public hearing as a condition of reconfiguring existing space to increase the bedroom count within an existing dwelling unit. The bill would apply these provisions only to a permit application for no more than 2 additional bedrooms within an existing dwelling unit. The bill would specify that these provisions are not to be construed to prohibit a local agency from requiring a public hearing for a proposed project that would increase the number of dwelling units within an existing structure. The bill would include findings that ensuring adequate housing is a matter of statewide concern and is not a municipal affair, and that the provision applies to all cities, including charter cities.

**Status:** 6/30/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 0.) (June 29). Re-referred to Com. on APPR.



**Calendar:** 8/1/2022 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, Chair,

**AB 2011 (Wicks) Affordable Housing and High Road Jobs Act of 2022. (Amended: 6/23/2022) [Link](#)**

Would create the Affordable Housing and High Road Jobs Act of 2022, which would make certain housing developments that meet specified affordability and site criteria and objective development standards a use by right within a zone where office, retail, or parking are a principally permitted use, and would subject these development projects to one of 2 streamlined, ministerial review processes. The bill would require a development proponent for a housing development project approved pursuant to the streamlined, ministerial review process to require, in contracts with construction contractors, that certain wage and labor standards will be met, including a requirement that all construction workers be paid at least the general prevailing rate of wages, as specified. The bill would require a development proponent to certify to the local government that those standards will be met in project construction. By expanding the crime of perjury, the bill would impose a state-mandated local program.

**Status:** 6/30/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 0.) (June 29). Re-referred to Com. on APPR.

**Calendar:** 8/1/2022 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, Chair,

**AB 2097 (Friedman) Residential, commercial, or other development types: parking requirements. (Amended: 6/23/2022) [Link](#)**

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a land use element, and a conservation element. Current law also permits variances to be granted from the parking requirements of a zoning ordinance for nonresidential development if the variance will be an incentive to the development and the variance will facilitate access to the development by patrons of public transit facilities. This bill would prohibit a public agency, in a county with a population of 600,000 or more, from imposing or enforcing a minimum automobile parking requirement, on any of specified residential, commercial, or other development types if the project is located within 1/2 mile of public transit, as defined. The bill would also prohibit a public agency, in a county with a population of less than 600,000, and a city with a population of 75,000 or more, from imposing or enforcing a minimum automobile parking requirement on specified residential, commercial, or other development types if the project is located within 1/4 mile of public transit. For a city with a population of less than 75,000, or a county with a population of less than 600,000, the bill would authorize that city or county to adopt an ordinance or resolution that applies certain prohibitions regarding the above-described parking requirements within its boundaries. When a project provides parking voluntarily, the bill would authorize a public agency to impose specified requirements on the voluntary parking.

**Status:** 6/23/2022-Read second time and amended. Re-referred to Com. on APPR.

**Calendar:** 8/1/2022 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, Chair,

**AB 2234 (Rivas, Robert ) Planning and zoning: housing: postentitlement phase permits. (Amended: 6/23/2022) [Link](#)**

Would require a local agency to compile a list of information needed to approve or deny a postentitlement phase permit, as defined, to post an example of a complete, approved application and an example of a complete set of postentitlement phase permits for at least 5 types of housing development projects in the jurisdiction, as specified, and to make those items available to all applicants for these permits no later than January 1, 2024. The bill would define local agency for these purposes to mean a city, county, or city and county.

**Status:** 6/23/2022-Read second time and amended. Re-referred to Com. on APPR.

**Calendar:** 8/1/2022 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, Chair,

**AB 2656 (Ting) Housing Accountability Act: disapprovals: California Environmental Quality Act. (Amended: 6/23/2022)**

[Link](#)

The Housing Accountability Act prohibits a local agency from disapproving a housing development project, as described, unless it makes certain written findings based on a preponderance of the evidence in the record. The act defines disapprove the housing development project as including any instance in which a local agency either votes and disapproves a proposed housing development project application, including any required land use approvals or entitlements necessary for the issuance of a building permit, or fails to comply with specified time periods. Current law, the California Environmental Quality Act (CEQA), requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that the lead agency proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if the lead agency finds that the project will not have that effect. This bill would define disapprove the housing development project as also including any instance in which a local agency fails to issue a project an exemption from CEQA for which it is eligible, as described, or fails to adopt a negative declaration or addendum for the project or to approve another comparable environmental document, if certain conditions are satisfied. Among other conditions,

**Status:** 6/30/2022-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 4. Noes 0.) (June 29).

**SB 6 (Caballero) Local planning: housing: commercial zones. (Amended: 6/20/2022)** [Link](#)

The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. Current law requires that the housing element include, among other things, an inventory of land suitable and available for residential development. If the inventory of sites does not identify adequate sites to accommodate the need for groups of all households pursuant to specified law, existing law requires the local government to rezone sites within specified time periods and that this rezoning accommodate 100% of the need for housing for very low and low-income households on sites that will be zoned to permit owner-occupied and rental multifamily residential use by right for specified developments. This bill, the Neighborhood Homes Act, would deem a housing development project, as defined, an allowable use on a parcel that is within a zone where office, retail, or parking are a principally permitted use, if the development and site meet specified requirements, including that the site is not adjacent to an industrial use or agricultural use. The bill would require the density for a housing development under these provisions to meet or exceed the density deemed appropriate to accommodate housing for lower income households according to the type of local jurisdiction, including a density of at least 20 units per acre for a suburban jurisdiction. The bill would require the housing development to meet all other local requirements, other than those that prohibit residential use, or allow residential use at a lower density than that required by the bill.

**Status:** 6/29/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 1.) (June 29). Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,

**SB 897 (Wieckowski) Accessory dwelling units: junior accessory dwelling units. (Amended: 6/30/2022)** [Link](#)

The Planning and Zoning Law, authorizes a local agency, by ordinance or ministerial approval, to provide for the creation of accessory dwelling units in areas zoned for residential use, as specified. Current law authorizes a local agency to impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, and maximum size of a unit. This bill would require that the standards imposed on accessory

dwelling units be objective. For purposes of this requirement, the bill would define objective standard as a standard that involves no personal or subjective judgment by a public official and is uniformly verifiable, as specified. The bill would also prohibit a local agency from denying an application for a permit to create an accessory dwelling unit due to the correction of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and are not affected by the construction of the accessory dwelling unit.

**Status:** 6/30/2022-Read second time and amended. Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,

**SB 1032 (Becker) State Energy Resources Conservation and Development Commission: electrical transmission grid development and expansion: study. (Amended: 6/27/2022) [Link](#)**

Would require the State Energy Resources Conservation and Development Commission, on or before January 1, 2024, to submit to the Governor and the Legislature a study identifying proposals to accelerate the development of, and reduce the cost to ratepayers of expanding, the states electrical transmission grid as necessary to achieve the states goals, and meet the states requirements, to reduce the emissions of greenhouse gases, as specified.

**Status:** 6/27/2022-Read second time and amended. Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,

**Public Safety and EMS**

**AB 2294 (Jones-Sawyer) Diversion for repeat retail theft crimes. (Amended: 4/18/2022) [Link](#)**

Current law requires a peace officer to release a person who has been arrested for a misdemeanor after securing that persons promise to appear, as specified, unless certain conditions are met for nonrelease, including, among others, there is reason to believe that the person would not appear as required or there was a reasonable likelihood that the offense or offenses for which the person was arrested would continue or resume. This bill, until January 1, 2026, would include in the reasons for nonrelease that the person has been cited, arrested, or convicted for misdemeanor or felony theft from a store in the previous 6 months and that there is probable cause to believe that the person arrested is guilty of committing organized retail theft.

**Status:** 6/22/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 4. Noes 0.) (June 21). Re-referred to Com. on APPR.

**Calendar:** 8/1/2022 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, Chair,

**SB 1338 (Umberg) Community Assistance, Recovery, and Empowerment (CARE) Court Program. (Amended: 6/30/2022) [Link](#)**

Would enact the Community Assistance, Recovery, and Empowerment (CARE) Act, which would authorize specified persons to petition a civil court to create a voluntary CARE agreement or a court-ordered CARE plan and implement services, to be provided by county behavioral health agencies, to provide behavioral health care, including stabilization medication, housing, and other enumerated services to adults who are currently experiencing a severe mental illness and have a diagnosis of schizophrenia spectrum and psychotic disorders and who meet other specified criteria. The bill would specify the process by which the petition is filed and reviewed, including requiring the petition to be signed under penalty of perjury, and to contain specified information, including the facts that support the petitioners assertion that the respondent meets the CARE criteria. The bill would also specify the schedule of review hearings required if the

respondent is ordered to comply with an up to one-year CARE plan by the court. The bill would make the hearings in a CARE proceeding confidential and not open to the public, thereby limiting public access to a meeting of a public body. The bill would authorize the CARE plan to be extended once, for up to one year, and would prescribe the requirements for the graduation plan. By expanding the crime of perjury and imposing additional duties on the county behavioral health agencies, this bill would impose a state-mandated local program.

**Status:** 6/30/2022-Read second time and amended. Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,

### **Revenue and Taxation**

#### **AB 1951 (Grayson) Sales and use tax: exemptions: manufacturing. (Amended: 5/19/2022) [Link](#)**

The Sales and Use Tax Law provides various exemptions from those taxes, including a partial exemption from those taxes, on and after July 1, 2014, and before July 1, 2030, for the gross receipts from the sale of, and the storage, use, or other consumption of, qualified tangible personal property purchased by a qualified person for purchases not exceeding \$200,000,000, for use primarily in manufacturing, processing, refining, fabricating, or recycling of tangible personal property, as specified; qualified tangible personal property purchased for use by a qualified person to be used primarily in research and development, as provided; qualified tangible personal property purchased for use by a qualified person to be used primarily to maintain, repair, measure, or test any qualified tangible personal property, as provided; and qualified tangible personal property purchased by a contractor purchasing that property for use in the performance of a construction contract for the qualified person, that will use that property as an integral part of specified processes. Current law, on and after January 1, 2018, and before July 1, 2030, additionally exempts from those taxes the sale of, and the storage, use, or other consumption of, qualified tangible personal property purchased for use by a qualified person to be used primarily in the generation or production, as defined, or storage and distribution, as defined, of electric power. This bill would, on and after January 1, 2023, and before January 1, 2028, make this a full exemption for purchases not exceeding \$200,000,000. The bill would repeal these provisions on January 1, 2028, and would revert to the above-described partial exemption on that date.

**Status:** 6/30/2022-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 5. Noes 0.) (June 29).

**Notes:** 03/03/22 DH: Sent detailed breakdown of bills implications to client for review. No further direction provided.

### **Transportation and Public Works**

#### **AB 1717 (Aguiar-Curry) Public works: definition. (Amended: 5/19/2022) [Link](#)**

Current law requires that, except as specified, not less than the general prevailing rate of per diem wages, determined by the Director of Industrial Relations, be paid to workers employed on public works projects. Current law defines the term public works for purposes of requirements regarding the payment of prevailing wages to include construction, alteration, demolition, installation, or repair work done under contract and paid for using public funds, except as specified. Current law makes a willful violation of laws relating to the payment of prevailing wages on public works a misdemeanor. This bill would expand the definition of public works to include fuel reduction work done under contract and paid for in whole or in part out of public funds performed as part of a fire mitigation project, as specified.

**Status:** 6/27/2022-In committee: Referred to suspense file.

**AB 2807 (Bonta, Mia) Transportation funding programs: eligibility: commercial harbor craft: public transportation ferries. (Amended: 6/21/2022) [Link](#)**

Current law establishes the California Clean Truck, Bus, and Off-Road Vehicle and Equipment Technology Program, which is administered by the State Air Resources Board, in conjunction with the State Energy Resources Conservation and Development Commission, to fund development, demonstration, precommercial pilot, and early commercial deployment of zero- and near-zero-emission truck, bus, and off-road vehicle and equipment technologies. This bill would expand the purposes of the program to include the funding of the development, demonstration, precommercial pilot, and early commercial deployment of zero- and near-zero-emission commercial harbor craft technologies.

**Status:** 6/29/2022-From committee: Do pass and re-refer to Com. on APPR with recommendation: To Consent Calendar. (Ayes 7. Noes 0.) (June 29). Re-referred to Com. on APPR.

**Calendar:** 8/1/2022 10 a.m. - 1021 O Street, Room 2200 SENATE APPROPRIATIONS, PORTANTINO, Chair,

**AB 2953 (Salas) Department of Transportation and local agencies: streets and highways: recycled materials. (Amended: 3/17/2022) [Link](#)**

Would require the Department of Transportation and a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to use advanced technologies and material recycling techniques that reduce the cost of maintaining and rehabilitating streets and highways and that exhibit reduced levels of greenhouse gas emissions through material choice and construction method. The bill would require, beginning January 1, 2024, a local agency that has jurisdiction over a street or highway, to the extent feasible and cost effective, to apply standard specifications that allow for the use of recycled materials in streets and highways, as specified. The bill would exempt cities and counties whose revenues do not exceed specified thresholds from these requirements. By increasing the duties of local agencies, this bill would impose a state-mandated local program.

**Status:** 6/27/2022-In committee: Referred to suspense file.

**SB 922 (Wiener) California Environmental Quality Act: exemptions: transportation-related projects. (Amended: 5/11/2022) [Link](#)**

The California Environmental Quality Act (CEQA) until January 1, 2030, exempts from its requirements bicycle transportation plans for an urbanized area for restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and related signage for bicycles, pedestrians, and vehicles under certain conditions. This bill would delete the requirement that the bicycle transportation plan is for an urbanized area. The bill would extend the exemption to an active transportation plan or pedestrian plan. The bill would define active transportation plan and pedestrian plan. The bill would specify that individual projects that are a part of an active transportation plan or pedestrian plan remain subject to the requirements of CEQA unless those projects are exempt by another provision of law.

**Status:** 6/30/2022-Read second time. Ordered to third reading.

**SB 932 (Portantino) General plans: circulation element: bicycle and pedestrian plans and traffic calming plans. (Amended: 6/20/2022) [Link](#)**

Requires the legislative body of a city or county, upon the next substantive revision of the circulation element occurring on or after January 1, 2025, to develop or update the plan for a balanced, multimodal transportation network, as specified, and to ensure that the plan includes bicycle plans, pedestrian plans and traffic calming plans for any urbanized area, as defined, within the scope of the county or city general plan. Requires a city or county to begin implementation of the plan within two years of the date of adoption of the modified circulation element that includes the bicycle,

pedestrian and traffic calming plans.urrent law states the Legislatures intention that a county or city general plan and the elements and parts of that general plan comprise an integrated, internally consistent and compatible statement of policies for the adopting agency.This bill would emphasize the intent of the Legislature to fight climate change with these provisions.

**Status:** 6/28/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 10. Noes 2.) (June 27). Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,

### Water

#### **AB 2106 (Rivas, Robert ) Water quality: permits. (Amended: 6/30/2022) [Link](#)**

Under existing law, the State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the federal national pollutant discharge elimination system (NPDES) permit program established by the federal Clean Water Act and the Porter-Cologne Water Quality Control Act. Existing law requires each regional board to formulate and adopt water quality control plans for all areas within the region, as provided. This bill would require, on or before December 31, 2024, the state board to modernize its stormwater data collection systems through specified actions.This bill contains other related provisions and other existing laws.

**Status:** 6/30/2022-Read second time and amended. Re-referred to Com. on APPR.

#### **SB 1157 (Hertzberg) Urban water use objectives. (Amended: 6/16/2022) [Link](#)**

Current law, until January 1, 2025, establishes 55 gallons per capita daily as the standard for indoor residential water use. Current law establishes, beginning January 1, 2025, the greater of 52.5 gallons per capita daily or a standard recommended by the Department of Water Resources and the State Water Resources Control Board as the standard for indoor residential water use, and beginning January 1, 2030, establishes the greater of 50 gallons per capita daily or a standard recommended by the department and the board as the standard for indoor residential water use. Current law requires the board, in coordination with the department, to adopt by regulation variances recommended by the department and guidelines and methodologies pertaining to the calculation of an urban retail water suppliers urban water use objective recommended by the department. This bill would eliminate the option of using the greater of 52.5 gallons per capita daily and the greater of 50 gallons per capita daily, as applicable, or a standard recommended by the department and the board as the standard for indoor residential water use. The bill would instead require that from January 1, 2025, to January 1, 2030, the standard for indoor residential water use be 47 gallons per capita daily and beginning January 1, 2030, the standard be 42 gallons per capita daily.

**Status:** 6/16/2022-Read second time and amended. Re-referred to Com. on APPR.

**Calendar:** 8/3/2022 9 a.m. - 1021 O Street, Room 1100 ASSEMBLY APPROPRIATIONS, HOLDEN, Chair,



### ATTACHMENT 3 – SUMMARY OF BILL AMENDMENTS

Bill No. & Author	Summary of Bill as Amended (After 06/06/22)
SB 1131 (Newman)	<p>Changed Address Confidentiality for Election Workers program to be encompassed by Address Confidentiality for Reproductive Health Care Service Providers, Employees, Volunteers, and Patients, and Other Individuals Who Face Threats or Violence Because of Work for a Public Entity</p> <p>Would allow individuals who face threats of violence, harassment, or violence because of their work for a public entity to participate in the SOS's existing address confidentiality program for reproductive health care service providers.</p> <ul style="list-style-type: none"> <li>• The newly expanded SOS program would have the same application requirements for both those in the reproductive health care field, and the more general category of those who face threats, harassment, or violence because of their work for a public entity.</li> <li>• adds "harassment" as a basis for reproductive health care workers and others in that field to qualify for the existing Safe at Home program for reproductive health care service providers.</li> <li>• Individuals who work for public entities would also be able to qualify for the program based upon "harassment."</li> <li>• in order to qualify for the newly expanded SOS address confidentiality program, applicants would have to provide the following, virtually identical to the application process for reproductive health care workers, volunteers, and patients under current law:               <ol style="list-style-type: none"> <li>(1) Documentation showing that the individual is to commence employment or is currently employed in an occupation where employees have faced threats of violence, harassment, or violence from the public because of their work for a public entity.</li> <li>(2) A sworn statement that the applicant fears for their safety or the safety of their family, or the safety of the minor or incapacitated person on whose behalf the application is made, due to their work for a public entity.</li> </ol> </li> </ul> <p>Allows additional flexibility to both reproductive health care workers and the new category of individuals who face violence, harassment or threats of violence because of their work for a public entity by allowing them to submit one of the following <i>in lieu of</i> a certified statement by the employer.</p> <ol style="list-style-type: none"> <li>(1) a certified statement signed by the applicant, stating that they have been the target of threats, harassment, or acts of violence within one year of the date of the application because of their occupation or (in the case of a reproductive health care worker only) volunteer work;</li> <li>(2) one of the following types of restraining orders issued after a noticed hearing: (a) a workplace violence restraining order described in Section 527.8 of the Code of Civil Procedure, or (b) a civil restraining order described in Section 527.6 of the Code of Civil Procedure, issued on the basis of threats or acts of violence connected with the work, employment, or (in the case of a reproductive health care worker only) volunteer service which protects the applicant or the minor or incapacitated person on whose behalf the application is made.</li> </ol>

	<p>Defines:</p> <ul style="list-style-type: none"> <li>• “Harassment” as repeated, unreasonable, and unwelcome conduct directed at a targeted individual that would cause a reasonable person to fear for their own safety or the safety of an immediate family member, domestic partner, or co-habitant. Harassing conduct may include, but is not limited to, following, stalking, phone calls, or written correspondence.</li> <li>• “Public entity” means a federal, state, or local government agency.</li> <li>• “Work for a public entity” means work performed by an employee of a public entity, or work performed for a public entity by a person pursuant to a contract with the public entity.</li> </ul> <p>As Amended 6.16-</p> <ul style="list-style-type: none"> <li>• title changed: <del>Safe at Home program: election workers and reproductive health care providers.</del> Address confidentiality: public entity employees and contractors.</li> <li>• Changed “election worker” to “qualified worker”</li> <li>• “Qualified worker” means a person who is employed by or contracts with the Secretary of State or a local election office who performs election-related work and interacts with the public or is observed by the public doing election-related work, but does not include a person who is a precinct board member who does not otherwise perform election-related work. For the purposes of this section, a qualified worker is not limited to those who exclusively perform direct election-related work for the Secretary of State or local election offices.</li> </ul> <p>Requires the Secretary of State to submit to the Legislature no later than January 10 of each year a report that includes the total number of applications received for the program established by this section and that discloses the number of program participants within each county and describe any allegations of misuse relating to election purposes.</p>
AB 2807 (Bonta)	<p>Expands the definition of zero or near-zero emission vehicles to include public transportation ferries (now defined as a <i>commercial harbor craft</i>)</p> <p>Allows zero or near-zero emission vehicles to be eligible to receive funding from:</p> <ul style="list-style-type: none"> <li>• The Clean Truck and Bus Program <ul style="list-style-type: none"> <li>○ By specifically listing commercial harbor craft as eligible to apply for funding instead of requiring them to rely on the statute’s “including, but not limited to” language to be viewed as a permitted applicant.</li> </ul> </li> <li>• The Clean Transportation Program (CTP)</li> <li>• The Air Quality Improvement Program (AQIP) <ul style="list-style-type: none"> <li>○ By specifically listing commercial harbor craft as eligible to apply for funding instead of requiring them to rely on the statute’s “including, but not limited to” language to be viewed as a permitted applicant</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>• The Low Carbon Transit Operations Program (LCTOP)</li> </ul>
SB 922 (Weiner)	<p>Exempts from CEQA, until January 1, 2030, active transportation plans and pedestrian plans, if the lead agency holds noticed public hearings and files a notice of exemption (NOE) with the Office of Planning and Research (OPR).</p> <p>For the exemptions added by SB 288 (Weiner, enacted, 2020) , extends the January 1, 2023 sunset until 2030, and makes the following changes to SB 288's general requirements:</p> <ul style="list-style-type: none"> <li>• Allows a local agency, instead of requiring a public agency, to carry out the project and be the lead agency.</li> <li>• Prohibits a project from inducing single-occupancy vehicle trips, adding additional highway lanes, widening highways, or adding physical infrastructure or striping to highways except as specified.</li> </ul> <p>Makes the following changes to individual SB 288 project exemptions:</p> <ul style="list-style-type: none"> <li>• Applies to pedestrian and bicycle facilities that improve safety, access, or mobility.</li> <li>• Expands “transit prioritization projects” to include: <ul style="list-style-type: none"> <li>○ Signal and sign changes such as the installation of traffic signs or new signals.</li> <li>○ Conversion to dedicated transit lanes, including transit queue jump or bypass lanes and turn restrictions.</li> <li>○ Narrowing of lanes to allow for dedicated transit lanes or transit reliability improvements.</li> <li>○ Widening of existing transit travel lanes by removing or restricting street parking.</li> <li>○ Transit stop access and safety improvements.</li> </ul> </li> </ul> <p>Exempts the designation and conversion of general-purpose lanes to high-occupancy vehicle lanes or bus-only lanes, or highway shoulders to part-time transit lanes.</p> <p>Defines “part-time transit lanes” as designated highway shoulders that support the operation of transit vehicles during specified times and are not open to nonpublic transit vehicles at any time.</p> <p>Exempts projects for the institution or increase of existing BRT, bus, or light rail service, including the rehabilitation of stations, terminals, or existing operations facilities, as specified. Retroactively applies these changes to projects where lead agency filed an NOE before January 1, 2023.</p> <p>Expands exemption for projects to construct or maintain infrastructure to charge or refuel zero-emission buses to include infrastructure for zero-emission transit trains and ferries. Requires specified noticed public meetings for this exemption to apply.</p>

	<p>Exempts eliminating minimum parking requirements, instituting parking maximums, removing or restricting parking, and implementing transportation demand management requirements or programs.</p> <p>Requires, for SB 288 projects that exceed \$100 million the local agency to complete an analysis of residential displacement and suggest anti-displacement strategies, designs, or actions where 50 percent of the project or project's stops and stations are located in an area that is at-risk of residential displacement, as identified by the lead agency, and that will have a maximum of 15-minute peak headways.</p>
AB 2953 (Salas)	<p>Requires:</p> <ul style="list-style-type: none"> <li>• Caltrans and local agencies, to the extent feasible and cost effective, to use advanced technologies and material recycling techniques that reduce the cost of maintaining and rehabilitating streets and highways, and that exhibit reduced levels of greenhouse gas emissions through material choice and construction method – this is current law for agencies that receive funding from the Road Maintenance and Repair Account.</li> <li>• Local agencies, beginning January 1, 2024 and to the extent feasible and cost effective, to apply standard specifications that allow for the use of recycled materials in streets and highways.</li> <li>• Until January 1, 2027 those standard specifications must allow recycled materials at or above the level allowed in Caltrans' standard specifications that were in effect on October 22, 2018 for recycled base and subbase materials, reclaimed asphalt pavement and other materials in asphalt, and reclaimed aggregate, fly ash, returned plastic concrete, and other materials in concrete, as specified.</li> </ul> <p>Exempts any city whose revenue is not more than 0.02% of the total of all California city revenues, or any county whose revenue is not more than 0.10% of the total of all California county revenues, as defined. (*CalCities ran an analysis of city operating revenues and this would apply to most cities statewide; Author states intent is to exclude the lowest 25% of cities and counties)</p>
SB 1157 (Hertzberg)	<p>Beginning January 1, 2025 this bill would change the change the standards for indoor residential water use gallon per capita daily (gpcd) to reflect those recommended by DWR and the SWRCB in a November 2021 report to the Legislature. Specifically:</p> <ul style="list-style-type: none"> <li>• Beginning January 1, 2025, until January 1, 2030 – 47 gpcd.</li> <li>• Beginning January 1, 2030 – 42 gpcd.</li> </ul> <p>The bill would additionally require the department, in coordination with the board to conduct necessary studies and investigations to assess and quantify the economic benefit and impacts of meeting the 2030 indoor residential use standard on water, wastewater, and recycled water systems and to submit a report of the same to the Legislature.</p>

	<p>DWR to conduct necessary studies and investigations to assess and quantify the economic benefits and impacts of meeting the 2030 indoor residential use standard on water, wastewater, and recycled water systems</p> <ul style="list-style-type: none"> <li>• Shall include saturation end-use studies.</li> <li>• The studies and investigations shall build on studies undertaken pursuant to 106902 (c).</li> <li>• To facilitate these studies and investigations, the board may request necessary information from wastewater agencies including, monthly influent flow, actions taken to reassess treatment processes, and the impact of the implementation of this chapter on wastewater operations, maintenance, and capital investment.</li> <li>• DWR shall summarize the findings of these studies and investigations in a report to the Legislature by January 1, 2027.</li> <li>• If DWR in coordination with the SWRCB determines that achieving the 2030 indoor residential use standard unduly impacts affordability of water and wastewater services, the department and board may jointly recommend to the Legislature a more appropriate timeframe to achieve the 2030 indoor residential use standard.</li> <li>• Based upon the studies and investigations conducted, the board shall consider whether to adopt additional variances to accommodate unique challenges related to residential indoor water use pursuant to section 10609.2.</li> <li>• Variance options may include, but are not limited to, stranded assets, impacts on disadvantaged communities, impacts to environmental flows, or adverse impacts to wastewater systems.</li> </ul> <p>By January 1, 2028, DWR in coordination with SWRCB shall submit a report to the Legislature on the progress of urban retail water suppliers towards achieving their urban water use objective.</p> <ul style="list-style-type: none"> <li>• The requirement for submitting a report is inoperative on January 1, 2032.</li> </ul>
AB 2011 (Wicks)	<p>This measure is incredibly comprehensive and places a variety of requirements and standards on developers and local agencies. As it pertains to local agencies. This measure:</p> <p><b>By Right Approval for Affordable Housing in Commercial Corridor:</b>  <i>“Commercial Corridor” is defined as section 360 of the vehicle code <b>that is not a freeway</b> as defined in section 332 of the vehicle code <b>and</b> that has a right-of-way, as defined in Section 525 of the vehicle code <b>of at least 70 and not greater than 150 feet.</b></i></p> <ul style="list-style-type: none"> <li>• VEH 360: “Highway” is a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes street.</li> <li>• VEH 332: “Freeway” is a highway in respect to which the owners of abutting lands have no right or easement of access to or from their abutting lands or in respect to which such owners have only limited or restricted right or easement of access.</li> <li>• “Right-of-way” is the privilege of the immediate use of the highway.</li> </ul>

Notwithstanding any inconsistent provision of a local government's general plan, specific plan, zoning ordinance, or regulation, a housing development shall be a use by right within a zone where office, retail, or parking are a principally permitted use and shall be subject to streamlined, ministerial review if the development satisfies all of the following:

- It is a legal parcel or parcels that meet either of the following:
- It is within a city where the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau.
- It is in an unincorporated area, and the legal parcel or parcels are wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- At least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. For purposes of this subdivision, parcels that are only separated by a street or highway shall be considered to be adjoined.
- It is not on a site or adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use.
- For purposes of this subdivision, parcels only separated by a street or highway shall be considered to be adjoined.
- For purposes of this subdivision, "dedicated to industrial use" means either of the following:
- The square footage is currently being used as an industrial use.
- The most recently permitted use of the square footage is an industrial use.
- It is not located within 500 feet of a freeway, as defined in Section 332 of the Vehicle Code
- One hundred percent of the units within the development project, excluding managers' units, shall be dedicated to lower income households at an affordable cost, Or an affordable rent set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee.
- The units shall be subject to a recorded deed restriction for a period of 55 years for rental units and 45 years for owner-occupied units.
- The development shall be a multifamily housing development project.
- The residential density for the development will meet or exceed the applicable density deemed appropriate to accommodate housing for lower income households in that jurisdiction as specified in paragraph (3) of subdivision (c) of Section 65583.2.
- The development will meet the following objective zoning standards, objective subdivision standards, and objective design review standards:
- The applicable standards shall be those for the zone that allows residential use at a greater density between the following:
- The existing zoning designation for the parcel if existing zoning allows multifamily residential use.

**By Right Approval: Mixed-Income Housing Development Along Commercial Corridors**

Notwithstanding any inconsistent provision of a local government's general plan, specific plan, zoning ordinance, or regulation, a housing development shall be a use by right within a zone where office, retail, or parking are a principally permitted use and shall be subject to streamlined, ministerial review if the development satisfies all of the following:

- It is located on a legal parcel or parcels that meet either of the following:
- It is within a city where the city boundaries include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau.
- It is in an unincorporated area, and the legal parcel or parcels are wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.
- The project site abuts a commercial corridor and has a frontage along the commercial corridor of a minimum of 50 feet.
- The site is not greater than 20 acres.
- At least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. For purposes of this subdivision, parcels that are only separated by a street or highway shall be considered to be adjoined.
- It is not on a site or adjoined to any site where more than one-third of the square footage on the site is dedicated to industrial use.
- For purposes of this subdivision, parcels only separated by a street or highway shall be considered to be adjoined.
- For purposes of this subdivision, "dedicated to industrial use" means either of the following:
  - The square footage is currently being used as an industrial use.
  - The most recently permitted use of the square footage is an industrial use.
- It is not located within 500 feet of a freeway, as defined in Section 332 of the Vehicle Code.
- The **development is not located** on a site where any of the following apply:
  - The development would require the demolition of the following types of housing:
  - Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
  - Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
  - Housing that has been occupied by tenants within the past 10 years, excluding any manager's units.
  - The site was previously used for permanent housing that was occupied by tenants, excluding any manager's units, that was demolished within 10 years before the development proponent submits an application under this article.
  - The development would require the demolition of a historic structure that was placed on a national, state, or local historic register.
  - The property contains four or fewer dwelling units.
  - The property is vacant and zoned for housing but not for multifamily residential use.

- The existing parcel of land or site is governed under the Mobilehome Residency Law or the Special Occupancy Parks Act

**Ministerial Review and Approval Criteria Applicable to Both Project Types:**

- Ministerial review of a development application under this bill must comply with the following:
  - Requires the local agency to provide written documentation to the development proponent if it determines that the proposed development conflicts with any of the objective planning standards identified in this Act within:
    - 60 days of the submittal to the local government for projects fewer than 150 units.
    - 90 days of the submittal to the local government for projects of more than 150 units.
    - Provides that the development shall be deemed in compliance if the required documentation of a conflict with the objective planning standards is not provided.
    - Deems a development consistent with objective planning standards if substantial evidence exists that would allow a reasonable person to conclude that it is consistent.
- **Provides that a determination of whether or not a proposed development is in conflict with objective planning standards is not a “project” under the California Environmental Quality Act (CEQA).**
- **Deems a subdivision application exempt from CEQA if it is consistent with all objective subdivision standards in the local subdivision ordinance.**
- Requires design review to be performed (within 90 days for projects less than 150 units and 180 days for projects with more than 150 units) by the planning commission, other equivalent board or commission, or the local legislative body. The design review must meet specified “objective” criteria that is similar to other objective design review processes included in recently enacted state laws.
- Provides that projects approved under this Act shall be subject to the expiration timeframes in Sec. 65913(f), which are unlimited if the project both relies on public subsidies (beyond tax credits) and at least 50 percent of the units are for lower income households, or three years from the date of the approval, with additional extensions for projects deemed “in progress.”
- Allows for project modifications if they are submitted to the local agency before issuance of the final building permit, in accordance with various criteria specified in Sec. 65913(g).
- Prohibits a local agency from imposing any requirements, including increased fees or inclusionary housing requirements, solely or partially on the basis that the project is eligible for streamlined ministerial approval under this Act.
- Requires the local agency to issue subsequent permits and undertake public improvements consistent with the provisions of Sec. 65913(h) (2) and (3).

	<p><b>Density Requirements</b>  Defines “<b>metropolitan jurisdiction</b>” consistent with existing law, which generally designates cities and counties located within a Metropolitan Statistical Area (MSA) with a population of more than two million, or cities in smaller MSAs with a population of greater than 100,000. <b>Note:</b> Foster City is a <b>nonmetropolitan</b> jurisdiction.</p> <p>In a jurisdiction that is a nonmetropolitan jurisdiction, the residential density for the development shall meet or exceed the greater of the following:</p> <ul style="list-style-type: none"> <li>• The residential density allowed on the parcel by the local government. <ul style="list-style-type: none"> <li>○ For sites of less than one acre in size, 20 units per acre.</li> <li>○ For sites of one acre in size or greater located on a commercial corridor of less than 100 feet in width, 30 units per acre.</li> <li>○ For sites of one acre in size or greater located on a commercial corridor of 100 feet in width or greater, 50 units per acre.</li> <li>○ The height limit applicable to the housing development shall be the greater of the following:</li> <li>○ The height allowed on the parcel by the local government.</li> <li>○ For sites on a commercial corridor of less than 100 feet in width, 35 feet.</li> <li>○ For sites on a commercial corridor of 100 feet in width or greater, 45 feet</li> <li>○ Notwithstanding for sites within one-half mile of a major transit stop, 70 units per acre.</li> </ul> </li> </ul> <p><b>New Housing Element Requirements</b>  Requires projects in this measure be included in the housing element. More specifically:</p> <ul style="list-style-type: none"> <li>• The location of a proposed project</li> <li>• The status of the project, including whether it has been entitled, whether a building permit has been issued, and whether or not it has been completed.</li> <li>• The number of units in the project.</li> <li>• The number of units in the project that are rental housing.</li> <li>• The number of units in the project that are for-sale housing.</li> <li>• The household income category of the units</li> </ul>
AB 2234 (Rivas)	<p>Requires that a jurisdiction specifying in detail the information that will be required from any applicant for a postentitlement phase permit. In addition, the local agency shall:</p> <ul style="list-style-type: none"> <li>• Post an example of a complete, approved application and an example of a complete set of postentitlement phase permits for at least five types of house development projects including but not limited to:</li> </ul>

	<ul style="list-style-type: none"> <li>○ Accessory dwelling unit</li> <li>○ Duplex</li> <li>○ Multifamily</li> <li>○ Mixed use, and;</li> <li>○ Townhome</li> </ul> <ul style="list-style-type: none"> <li>● Provides a notice and cure provision for an incomplete application submitted to the public agency</li> <li>● Prohibits local agency from providing additional items not required on the original list.</li> </ul> <p>For a housing development project with 25 or fewer units the local agency shall complete review and reach a determination on each postentitlement phase permit requested not later than 30 business days after the local agency determines that an application for a postentitlement phase permit is complete. (This time is extended to 60 days on projects of 26+ units).</p> <ul style="list-style-type: none"> <li>● Failure to comply with timelines as specified results in a violation of Gov Code Section 65589.5 (Housing Accountability Act)</li> </ul> <p>Requires jurisdictions within a county with a population of less than 1.4 million or any city with a population less than 75,000 as determined by the 2020 census to comply with the following provisions no later than January 1, 2028:</p> <p><b>“Postentitlement phase permit”</b> includes all nondiscretionary permits and reviews filed after the discretionary entitlement process has been completed that are required or issued by the local agency to begin construction of a development that is intended to be at least two-thirds residential, excluding planning permits, entitlements, and other permits and reviews that are covered under Chapter 4.5 (commencing with Section 65920). A postentitlement phase permit includes, but is not limited to, all of the following:</p> <ul style="list-style-type: none"> <li>(i) Building permits, and all inter-departmental review required for the issuance of a building permit.</li> <li>(ii) Permits for minor or standard off-site improvements.</li> <li>(iii) Permits for demolition.</li> <li>(iv) Permits for minor or standard excavation and grading.</li> </ul> <p>A postentitlement phase permit <b>does not include</b> a permit required and issued by the California Coastal Commission, a special district, or a utility that is not owned and operated by a local agency.</p>
AB 2097 (Friedman)	<p>Prohibits public agencies located within a county with a population size of 600,000 or more imposing minimum parking requirements for the following if located within one-half mile of transit as defined:</p> <ul style="list-style-type: none"> <li>● a residential development of 40 or fewer units,</li> <li>● a mixed-use development within 40 or fewer units,</li> </ul>



	<ul style="list-style-type: none"> <li>residential or mixed-use development of any size in which at least 11 percent of the units will be affordable to very low-income households, 20 percent of the units will be affordable to lower income households, or 40 percent of the units will be affordable to moderate-income households for at least 55 years.</li> <li>Sets applicability requirements based on the population of the County in which the agency is located in (e.g., more than 600K and less than 600K)</li> <li>Exempts hotels, motels, bed and breakfast inn or other transient lodging uses as well as event centers from the bill's provisions.</li> <li>States that these provisions do not apply to commercial parking requirements of it conflicts with an existing contractual agreement of the public agency that was executed on or before January 1, 2023, provided that all of the required commercial parking is shared with the public.</li> <li>Defines public transit as <ul style="list-style-type: none"> <li><b><i>a site containing any of the following:</i></b> <ul style="list-style-type: none"> <li><b><i>An existing rail or bus rapid transit station.</i></b></li> <li><b><i>A ferry terminal served by either a bus or rail transit service.</i></b></li> <li><b><i>The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods."</i></b></li> </ul> </li> </ul> </li> </ul> <p>If a jurisdiction is located within a county of less than 600,000 there are various changes of applicability, most notably a reduction of applicability to one-quarter mile within transit as defined above.</p>
SB 897 (Wieckowski)	<p>Imposes objective standards on accessory dwelling units that include but are not limited to: Parking, height, setback, landscape, architectural review, maximum size of a unit and standards to prevent adverse impacts on any real property as listed in the California Register of Historical resources.</p> <p>States that a local agency may impose a height limitation <b><u>for a detached ADU of not less than 18 feet in height</u></b> under the following circumstances:</p> <ul style="list-style-type: none"> <li>One-half mile of a major transit stop or a high-quality transit corridor <ul style="list-style-type: none"> <li>A local agency shall allow an additional 2 feet a roof pitch that is aligned with the roof pitch of the primary residence</li> </ul> </li> <li>If the unit is on a lot that has an existing multifamily, multiunit dwelling</li> </ul> <p>States that a local agency may impose a height limitation for <b><u>an attached ADU of not less than 25 feet in height</u></b> or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower</p>

	<p>A local agency shall not impose parking standards for an ADU in the following circumstances:</p> <ul style="list-style-type: none"> <li>• Where the unit is located within one-half mile of public transit.</li> <li>• Where the unit is located within an architecturally and historically significant district</li> <li>• Where the unit is part of the proposed or existing primary residence or accessory structure</li> <li>• When there is a car share vehicle located within one block of the unit</li> </ul> <p>Local building code requirements that apply to detached dwellings except that the construction of an accessory dwelling unit <b>shall not constitute a Group R occupancy change</b> under the local building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations). Nothing in this clause shall be interpreted to prevent a local agency from changing the occupancy code of a space that was only permitted for nonresidential use and was subsequently converted into a residential use</p> <p>A local agency shall not deny a permit for an unpermitted ADU that was constructed before January 1, 2018 due:</p> <ul style="list-style-type: none"> <li>• The ADU is in violation of building standards pursuant to Article ` chapter 5 of Part 1.5 of Division of 13 of the Health and Safety Code.</li> <li>• The ADU does not comply with Section 65852.2 or any local ordinance regulating ADUs</li> <li>• Notwithstanding the above, a local agency may deny a permit if the local agency makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure.</li> <li>• Provides that these provisions <b>do not apply</b> to a building that is deemed substandard pursuant to 17920.3 of the Health and Safety Code (Note: this section is comprised of comprehensive list of various building standards).</li> <li>• Defines transit stop as <ul style="list-style-type: none"> <li>○ <b><i>a site containing any of the following:</i></b></li> <li>○ <b><i>An existing rail or bus rapid transit station.</i></b></li> <li>○ <b><i>A ferry terminal served by either a bus or rail transit service.</i></b></li> </ul> </li> <li>• Defines high-quality transit corridor as: <ul style="list-style-type: none"> <li>○ <b><i>means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.</i></b></li> </ul> </li> </ul>
AB 916 (Salas)	<p>Prohibits a city or county from adopting or enforcing an ordinance that requires a public hearing as a condition of reconfiguring existing space to increase the bedroom count within an existing dwelling.</p> <ul style="list-style-type: none"> <li>• The bill provides that this prohibition only applies to applications for adding <b><u>no more than two additional bedrooms within an existing unit</u></b>, and that it shall not be construed to prohibit a local agency from requiring a public hearing for a proposed project that would increase the number of <b><u>dwelling</u></b> units within an existing structure.</li> </ul>

	<p>AB 916 also <b>increases the height that must be allowed to 25 feet***</b> (from 16 feet in existing law) if the ADU is within one half mile walking distance of a major transit stop or high-quality transit corridor, as defined, or if the ADU is attached to the primary dwelling.</p> <p><b>**Note:</b> Amendments are not yet in print, however the author has agreed, on the record during the Senate and Governance Finance committee (06/29) to amend the bill in August to align with the height requirements outlined in SB 897 (Wieckowski)***</p>
AB 2449 (Rubio)	<p>If a legislative body <b><u>elects to engage in teleconferencing without posting the physical location of officials who are not present the local agency shall be required to:</u></b></p> <ul style="list-style-type: none"> <li>• Require that a quorum of the legislative body be in a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction.</li> <li>• Provide at least one of the following <ul style="list-style-type: none"> <li>○ A two-way audiovisual platform</li> <li>○ A two-way telephonic service and a live webcasting of the meeting.</li> </ul> </li> <li>• Properly notice the manner in which the public can engage as outlined above.</li> </ul> <p>States that is an official is participating remotely (without posting physical location and making it accessible to the public) they must:</p> <ul style="list-style-type: none"> <li>• Member must notify the legislative body at the earliest convenience, including at the start of the meeting of their need to participate remotely.</li> <li>• Must provide a not-to-exceed 20-word general description as to the need to participate remotely</li> <li>• The Member must publicly disclose at the meeting prior to action being taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member and the general nature of the relationship with that individual(s).</li> <li>• The Member must participate through both audio and visual technology</li> <li>• The legislative body must take action to permit the member to participate in the meeting at the start of the meeting.</li> </ul> <p>A member of a legislative body can only participate remotely (without posting physical location and making it accessible to the public) for <b><i>Emergency Circumstances</i></b> or <b><i>Just Cause</i></b> in the following circumstances:</p> <ul style="list-style-type: none"> <li>• <b>Emergency circumstances:</b> a physical or family medical emergency that prevents a member from attending in person.</li> <li>• <b>Just cause:</b> <ul style="list-style-type: none"> <li>○ A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"><li>○ A contagious illness that prevents a member from attending in person.</li><li>○ A need related to a physical or mental disability (as defined)</li></ul> <p>Measure has a delayed implementation until January 1, 2024, and expires on January 1, 2026</p>
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DATE: August 1, 2022

TO: Mayor and Members of the City Council

VIA: Stefan Chatwin, City Manager

FROM: Derek Schweigart, Parks and Recreation Director  
Louis Sun, Public Works Director

SUBJECT: REQUEST FOR PROPOSAL FOR PROFESSIONAL DESIGN,  
BIDDING, AND CONSTRUCTION SUPPORT SERVICES –  
RECREATION CENTER REPLACEMENT PROJECT (CIP 301-  
678)

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### RECOMMENDATION

It is recommended that the City Council adopt the attached resolution approving and authorizing staff to issue the attached Request for Proposal (RFP) for professional design, bidding, and construction support services for the Recreation Center Replacement Project (CIP 301-678).

### EXECUTIVE SUMMARY

The Recreation Center is nearly 50 years old and necessary investment in infrastructure improvements are required to meet current structural, seismic, and programmatic needs; as well as emergency shelter readiness. CIP 301-678 consists of the replacement of the City's Recreation Center using a build-to-budget approach. Staff is recommending issuing an RFP for design, bidding, and construction support services to hire a consultant team to assist staff in providing a complete and usable facility with the intention to construct the new facility roughly within the same building footprint as the existing building. In alignment with the City's Climate Action Plan, it is also assumed at this time that a minimum of LEED Silver certification will be required, and

energy efficient upgrades/improvements are to be incorporated where possible.

Adequate funding is available in the project budget for design, bidding, and construction support services. The attached resolution authorizes staff to issue the RFP and initiate the consultant selection process. Staff anticipates the award of an agreement for design, bidding, and construction support services will be considered by the City Council in November 2022.

## BACKGROUND

The William E. Walker Recreation Center opened to the public in 1974. Due to its location as a central amenity in Foster City's Leo J. Ryan Park, the center is a hub of activity in the community.

The current Recreation Center consists of the original building that was built in 1974 and two expansion wings that were constructed in the 1990s. The current structure contains approximately 18,500 square feet of meeting room/user space in the 36,000 square foot building, with the remaining space allocated to lobbies, storage, mechanical rooms and long hallways to access the phased additions. Because the building was originally three separate structures that were combined into one building with one roof in 1997, multiple roof penetrations were added to install HVAC equipment and aesthetic screens on the flat deck of the roof. Due to the construction history and the piecemeal way in which it was constructed, several structural issues are known or anticipated related to water intrusion. The age of the building and its emergency shelter readiness are all factors that should be considered when addressing its infrastructure needs.

In 2016, the City Council began exploring a rebuild of the Recreation Center. Significant outreach was conducted from 2016 to 2017 to assess community needs regarding the Recreation Center. In 2018, the City entered into an agreement with Burks Toma Architects to develop a conceptual design plan for a new facility. In 2019, the City Council agreed on a design concept, but ultimately opted for a build-to-budget option with a cost not to exceed \$40 million. However, the project was placed on hold in August 2019. In 2021, the City Council requested staff to revisit the Recreation Center Replacement Project, and in June 2021 the City Council received an update on the status of the project.

At the regular City Council meeting on August 2, 2021, staff provided a report

on the engagement process for the Recreation Center Replacement Project, including a draft Recreation Center and Parks System Survey. Following that meeting, staff worked with Zencity, a civic engagement platform, to distribute a community survey to validate programming and use options, and how those may have changed as a result of the COVID-19 pandemic.

At the City Council special meeting on January 31, 2022, staff provided an update on the Recreation Center Replacement Project including the results of the Recreation Center and Parks System Survey, funding options, and provided additional information regarding the build process and design options. The City Council accepted the Recreation Center and Parks System Survey results and proposed to move forward with the “build-to-budget” option with a not-to-exceed budget of \$55 million by using \$36 million from the Capital Asset Acquisition and Replacement Fund (CAAR Fund 326) and \$19 million from General Fund 001 Reserves.

Subsequently, at the City Council regular meeting on March 7, 2022, the City Council confirmed via Minute Order No. 1843 its intent to transfer the funds, as well as provided direction to City staff to proceed with the RFP process for design, construction management, inspection services, and materials testing, including the request for additional staffing to support the project among other needs within the Public Works Department. On March 21, 2022, the City Council adopted Resolution No. 2022-26 authorizing the aforementioned transfer of funds. The City Council formally approved additional staffing with the adoption of the City budget on June 20, 2022.

## ANALYSIS

It is a standard practice for the City to use consultants for professional engineering services and other specialty professional services for CIP projects and private development projects to support the operations of the City. Consultants assist staff with specific areas of technical and professional expertise necessary to complete the project. Consultants are solicited through an open and competitive RFP process. The RFP process is used to identify consulting firms with the necessary background and experience to provide services as well as to make certain the cost for services is competitive. Staff coordinated outreach with various local agencies regarding their experience with soliciting services for similar projects, which included recommendations on the process/scope and example documents from which language was incorporated.

The City will request proposals from qualified firms to provide the various professional design services required for the design-bid-build process of the Recreation Center Replacement Project. The selected firm may develop up to two conceptual floor plans prior to refinement and development of construction documents. The selected firms will be required to have completed similar projects and possess experience in the services mentioned above. Staff members will review the submitted proposals per a qualification-based selection process and rank the top three firms for interview by an evaluation committee. Staff recommends the evaluation committee include representation from the Parks and Recreation Department, Public Works Department, Parks and Recreation Committee, and the City Council Infrastructure/Facilities Subcommittee. The top three scoring design firms will present their proposals to the evaluation committee for consideration. The evaluation committee will deliberate and select the final firm. City staff will negotiate with the selected firm on the final scope and fee amount to recommend to City Council for approval.

The attached resolution authorizes staff to issue the RFP and initiate the consultant selection process. Staff anticipates the award of the agreement for design, bidding, and construction support services will be considered by the City Council in November 2022.

### FISCAL IMPACT

There is no significant cost to issue the RFP. The cost for the consultant contract will be brought to the City Council along with the contract approval action.

At the City Council regular meeting on March 21, 2022, the City Council adopted Resolution No. 2022-26 authorizing the appropriation of funds in the amount of \$36 million from the Capital Asset Acquisition and Replacement Fund and \$19 million from the General Fund Reserves to City CIP Fund 301 for CIP 301-678. The approved balance increase of \$55 million includes adequate funding for the professional design, bidding, and construction support services contract.

### CITY COUNCIL VISION, MISSION, AND VALUE/PRIORITY AREA

This item directly aligns with the City Council's "Facilities and Infrastructure" Value/Priority Area which prioritizes maintaining, "a standard of excellence with regards to infrastructure, including... City facilities to preserve and



enhance quality of life for future generations.”

Attachments:

- Attachment 1 - Resolution
- Attachment 2 - Request for Proposal

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOSTER CITY APPROVING AND AUTHORIZING STAFF TO ISSUE THE REQUEST FOR PROPOSAL FOR PROFESSIONAL DESIGN, BIDDING, AND CONSTRUCTION SUPPORT SERVICES FOR THE RECREATION CENTER REPLACEMENT PROJECT (CIP 301-678)

CITY OF FOSTER CITY

WHEREAS, the City of Foster City wishes to seek qualified consultants to provide design, bidding, and construction support services for the Recreation Center Replacement Project (CIP 301-678); and

WHEREAS, the Request for Proposal (RFP) process is used to identify consulting firms with the necessary background and experience to provide services and ensure the cost for services is competitive; and

WHEREAS, the RFP for these services was prepared; and

WHEREAS, funding in the amount of \$300,000 was approved in FY 2017/2018 for CIP 301-678; and

WHEREAS, an appropriation of additional budget of \$55 million to CIP 301-678 was authorized in FY 2021/2022; and

WHEREAS, hiring a consultant firm with qualified personnel experienced in the services required will provide assistance to staff in specific areas of technical and professional expertise; and

WHEREAS, there is adequate funding available in the approved budget for CIP 301-678 to fund the design, bidding, and construction support services; and

WHEREAS, with City Council approval, staff will issue the RFP and initiate the consultant selection process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Foster City does hereby:

1. Approve the attached Request for Proposal for design, bidding, and construction support services for the Recreation Center Replacement Project (CIP 301-678); and
2. Authorize the issuance of the Request for Proposal; and
3. Authorize the initiation of the consultant selection process.

PASSED AND ADOPTED as a resolution of the City Council of the City of Foster City at the regular meeting held on the 1st day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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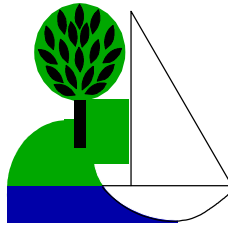
RICHA AWASTHI, MAYOR

ATTEST:

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PRISCILLA SCHAUS, CITY CLERK

**CITY OF FOSTER CITY**



**REQUEST FOR PROPOSAL**

**PROFESSIONAL DESIGN, BIDDING, AND  
CONSTRUCTION SUPPORT SERVICES  
FOR  
THE RECREATION CENTER REPLACEMENT PROJECT  
(CIP 301-678)**

**PROPOSAL SUBMITTAL DEADLINE: FRIDAY, SEPTEMBER 2, 2022 at 2:00 PM**

**RETURN PROPOSAL TO:**

City of Foster City  
Public Works Department  
Attn: Francine Magno  
Senior Civil Engineer  
610 Foster City Blvd.  
Foster City, CA 94404

## INDEX

### SECTION

- I. INTRODUCTION
- II. GENERAL INFORMATION
- III. MANDATORY, PRE-PROPOSAL MEETING
- IV. PROPOSAL REQUIREMENTS
- V. PROPOSAL SUBMITTAL REQUIREMENTS
- VI. CONSULTANT SELECTION PROCESS
- VII. SCOPE OF SERVICES AND SCHEDULE OF PERFORMANCE AND  
MANAGEMENT AND PROJECT CONTROLS
- VIII. STANDARD PROFESSIONAL SERVICES AGREEMENT AND INSURANCE  
REQUIREMENTS

### ATTACHMENTS

- A. DRAFT SCOPE OF SERVICES
- B. STANDARD PROFESSIONAL SERVICES AGREEMENT AND SAMPLE  
INSURANCE REQUIREMENTS

**REQUEST FOR PROPOSAL**  
**FOR PROFESSIONAL DESIGN, BIDDING, AND**  
**CONSTRUCTION SUPPORT SERVICES**  
**FOR**  
**THE RECREATION CENTER REPLACEMENT PROJECT**  
**(CIP 301-678)**

**SECTION I. INTRODUCTION**

The City of Foster City (City) is seeking a professional consultant team to provide design, bidding, and construction support services for the Recreation Center Replacement Project (CIP 301-678). To that end, the City invites qualified consulting firms to submit proposals.

Consultants shall examine all information in this Request for Proposal (RFP), including the attachments.

Consultants are encouraged to attend a mandatory, pre-proposal meeting on **Tuesday, August 16, 2022**. The deadline for submitting questions about the proposal is **Monday, August 22, 2022 at 5:00 pm**. The City will consider proposals received on or before the proposal submittal deadline of **Friday, September 2, 2022 at 2:00 pm**. The City may extend the proposal submittal deadline if the City receives an inadequate amount of applicant response. Interested consultants will be notified via an addendum.

**SECTION II. GENERAL INFORMATION**

Consultant shall provide a proposal for professional design, bidding, and construction support services for CIP 301-678 as described below.

CIP 301-678 involves the replacement of the City's Recreation Center. The current center, located at 650 Shell Boulevard, was opened to the public in 1974. Due to its location as a central amenity in Foster City's Leo Ryan Park, the center is a hub of activity in the community. The current Recreation Center consists of the original building that was built in 1974 and two expansion wings that were constructed in the 1990s. The current structure contains approximately 18,500 square feet of meeting room/user space in the 36,000 square foot building, with the remaining space allocated to lobbies, storage, mechanical rooms and long hallways to access the phased additions. Because the building was originally three separate structures that were combined into one building with one roof in 1997, multiple roof penetrations were added to install HVAC equipment and aesthetic screens on the flat deck of the roof. Due to the construction history, several structural issues are known or anticipated related to water intrusion. The age of the building and the piecemeal way in which it was constructed contribute to the current need for a rebuild that would best meet the recreational needs of the Foster City community and the infrastructure needs of the City both now and in the years to come.

The Recreation Center is designated as an Emergency Shelter and is classified as an essential facility. The Recreation Center is to be designed, constructed, and maintained in conformance with the California Health and Safety Code sections 16000 through 16022 and the California Building Standards. Consultants shall have an adequate level of expertise and experience applicable to essential facilities.

In 2016-2017, the City performed comprehensive outreach to engage the community for the project. A variety of methods, including one-on-one meetings, focus groups, public meetings, and an online and paper survey, were used to engage a wide variety of stakeholders and collect diverse viewpoints and opinions. Using the input received during the public outreach process, several conceptual design plans were produced by Burks Toma Architects to help focus the options and opportunities for the facility. As part of the professional design services for CIP 301-678, the scope will include conceptual design refinement, during which time the conceptual design options will be revisited or reconsidered based upon new input and budget constraints.

Consultants shall bear all costs and assume all liability associated with developing and/or submitting proposals. The City shall bear no costs and/or assume no liability for developing and/or submitting proposals.

### SECTION III: MANDATORY, PRE-PROPOSAL MEETING

Interested consultants shall attend a mandatory, pre-proposal meeting. The pre-proposal meeting will be held at City Hall located at 610 Foster City Boulevard, Foster City, CA 94404 on **Tuesday, August 16, 2022 at 9:00 AM**.

The meeting will also be accessible via Zoom. Dial-in information is provided below. If consultants have any questions about the pre-proposal meeting, please contact the Senior Civil Engineer, Ms. Francine Magno at [fmagno@fostercity.org](mailto:fmagno@fostercity.org), (650) 286-3388.

One tap mobile: US: [+16699006833](tel:+16699006833),82338509603# or [+14086380968](tel:+14086380968),82338509603#

Meeting URL: [https://fostercity-org.zoom.us/j/82338509603?pwd=CrgLPiOYtACXLd\\_8CfzyO8wErtuVSk.1&from=addon](https://fostercity-org.zoom.us/j/82338509603?pwd=CrgLPiOYtACXLd_8CfzyO8wErtuVSk.1&from=addon)

Meeting ID: 823 3850 9603

Passcode: 1

#### **Join by Telephone**

*For higher quality, dial a number based on your current location.*

*Dial:*

US: +1 669 900 6833 or +1 408 638 0968 or +1 346 248 7799  
or +1 253 215 8782 or +1 646 876 9923 or +1 301 715 8592

Meeting ID: 823 3850 9603

Consultants shall bear all costs associated with attending the pre-proposal meeting. The City shall bear no costs and/or assume no liability for consultants attending the pre-proposal meeting.



## SECTION IV. PROPOSAL REQUIREMENTS

To demonstrate the qualifications and experience necessary to perform the professional design, bidding, and construction support services for the project, as described in the **Attachment A, Draft Scope of Services**, consultant shall submit a proposal that includes the information described in this section.

If Consultants have questions regarding the proposal, submit questions to the Senior Civil Engineer, Ms. Francine Magno at [fmagno@fostercity.org](mailto:fmagno@fostercity.org) on or before **August 22, 2022 at 5:00 pm**.

The proposal shall be comprised of two (2) parts:

- Part 1 is comprised of five (5) copies of a bound and tabbed document containing sections A, B, C, D, E, F, G and H described below. Consultant shall also provide a flash drive with electronic copies for Part 1 only.
- Part 2 is one (1) copy of section I submitted in a sealed envelope.

The proposal shall be concise and address qualifications and experience. Consultant shall not include superfluous information or analytical work that would otherwise be performed during work in the proposal. The body of the proposal, excluding appendices, should not exceed 15 pages. As an appendix, provide resumes for the proposed team members. Proposals should be bound with tabs identifying each section herein specified.

### **PART 1**

#### **A. Cover Letter**

Consultant shall provide a cover letter. The person who signs the cover letter shall be authorized to contractually bind the consultant. The cover letter shall include the following:

- 1) A statement that all the information in the Request for Proposal was examined.
- 2) A statement that the proposal is binding for a 90-calendar day period.
- 3) The name, title, address, email, and telephone number of the individual to whom correspondence and other communications should be directed during the consultant selection process.
- 4) The name, title, address, email, and telephone number of the individual who will negotiate the consulting agreement with the City, if selected, and is authorized to contractually bind the firm.

#### **B. Table of Contents**

Consultant shall provide a table of contents for all material contained in the proposal.

C. Executive Summary

Consultant shall provide an executive summary. The executive summary shall include a statement that consultant reviewed the draft scope of services and is able to provide the required professional services. The summary shall briefly summarize those consultant qualifications and experience, contained in the proposal, which best highlight its ability to successfully deliver the work.

D. Project Approach

A summary presentation of the proposed approach for performing the services, describing how the project team would be organized to:

- 1) Clearly specify the scope of work; not to exceed amount; and schedule for the work that will be included in the contract for professional engineering services.
- 2) Monitor and control the scope of work, communicate potential scope of work changes prior to performing that work, and manage the change in scope of work.
- 3) Monitor and control costs of professional design services to ensure the services are performed within the negotiated not-to-exceed amount.
- 4) Monitor the schedule and ensure that deliverables are completed on or before schedule milestones.
- 5) Monitor the progress of the work to ensure that each submittal is complete and has been adequately reviewed prior to submitting deliverables.
- 6) Monitor the quality of consultant's deliverables to reduce the amount of City resources required to review the submittal.
- 7) Ensure responsiveness to City Staff.
- 8) Facilitate communications.
- 9) No substituting of staff listed in the proposal and adding staff not listed in the proposal.

E. Proposal Schedule

The purpose of the proposal schedule is to ensure consultant completes work in a timely manner and to ensure that labor projections are consistent with the proposal schedule.

Consultant shall prepare a schedule for the work described in **Attachment A**, Draft Scope of Services and shall show the key activities, their start dates, and end dates. The schedule should include a milestone for each Authorization to Proceed and each submittal identified in **Attachment A**, Draft Scope of Service. The durations required to reach milestones shown in the schedule will be incorporated into Tasks 1 and 2 of Scope of Services for the Professional Services Agreement.

The proposal schedule shall have the sufficient details to achieve the above goals. The City will request additional detail from the highest ranked consultant which will be incorporated into the Professional Services Agreement.

Consultant shall use **January 3, 2023**, as the start date for the schedule.

F. Consultant Information

Consultant shall provide the following information for it and each of its sub-consultants, if any:

- 1) Legal name of firm.
- 2) Type of organization (partnership, corporation, etc.) and where incorporated, if applicable.
- 3) Firm's Officers.
- 4) Date firm was established.
- 5) Address of firm's headquarters.
- 6) Current number of people employed by the firm.
- 7) Name of consultant's parent company, if any.
- 8) Name of consultant's subsidiaries wholly owned or fractionally owned, if any.
- 9) List of companies associated with the consultant whose work on the design or construction of the projects may potentially give rise to a conflict of interest, if any.
- 10) List of contracts terminated for convenience or default within the past three (3) years, if any. Include contract value, description of work, client's name, and telephone number.

G. Consultant Experience and References

Consultant shall provide for it and each of its sub-consultants, if any, details of its experience working on similar projects over the last five (5) years.

Consultant shall provide for it and each of its sub-consultants, if any, details of not less than three (3) similar projects and the details shall include the following:

- 1) Project name.
- 2) Project Owner and contact information.
- 3) Project description including total project cost and location.
- 4) Description of the consultant's role (Prime consultant or sub-consultant to Prime consultant's Name).
- 5) Description of professional design service provided.
- 6) Cost Control for professional design services: Describe the original and final contract amount and reasons for differences, if any.
- 7) Schedule Control for professional design services Contract: Original start date, actual start date, original end date, actual end date, description of

reasons for differences. For dates, provide month and year.

- 8) Project Manager and other key personnel involved.
- 9) Sub-consultants on the proposed team that worked on the project, if any.

If consultant has a standard resume for projects, consultant may provide the standard resumes with supplemental project information on a separate sheet. Providing supplemental project information on a separate sheet will have no effect on the evaluation process.

The City will contact Project Owners to discuss the consultant's current and/or past performance. For Project Owner's contact information, provide Project Owner's name and address, the name of a contact with knowledge of consultant's performance, as well as contact's phone number and email address.

#### H. Project Team Experience and References

The consulting team is key to delivering a successful project.

For purposes of the proposal and the selection process, the following terms are used to identify consulting team members: Project Manager, Other Key Personnel, and Other Team Members. The Project Manager is responsible for Consultant's work and is the City's principal contact after the professional services contract is awarded, (2) Other Key Personnel are the keys to consultant successfully executing the work; and (3) Other Team Members who will play a significant role in successfully executing the work.

Consultant shall provide the following information regarding the consulting team and its team members:

- 1) Consultant shall provide an organization chart showing the proposed relationships and the various roles and/or disciplines required to deliver the work. Within the organization chart, consultant shall identify the project manager, other key personnel, and other team members. If a team member works for a sub-consultant, identify the sub-consultant. Consultant shall identify at least one person for each role and/or discipline.
- 2) Provide a list of office(s) in which the proposed team members will work. Provide its address, its general phone number, and the name of the principal(s) overseeing proposed staff at the office. Identify the proposed team members working at the office and their roles.
- 3) **Project Manager.** Provide the qualifications and experience of the Project Manager, his/her current commitments to other projects to confirm consultant's ability to commit resources to the work, and not less than three (3) references for the Project Manager.
- 4) **Other Key Personnel.** Provide the qualifications and experience of the Other Key Personnel; their current commitments to other projects to confirm consultant's ability to commit resources to the work; and not less than three

- (3) reference for each person who is identified as Other Key Personnel.
- 5) **Other Team Members.** Provide the qualifications and experience of the Other Team Members.

The City will contact project owners who have worked with the project manager and other key personnel to discuss their current and/or past performance. For each reference, list the proposed team member, project name, project owner, project owner's address, the name of contact with knowledge of performance, contact's phone number, and contact's email address. Provide references from different owners, if possible.

## **PART 2**

### **I. Consultant Fee Schedule and Reimbursable Expenses**

Provide one (1) copy in a sealed envelope, including the level of effort with reimbursable expenses and hourly rates schedule. The level of effort and reimbursable expenses shall be broken down with a summary table for the entire proposal and shall include an estimate of the number of hours by staff type to complete the work described in Attachment A, Draft Scope of Service, that is consistent with the schedule created as part of Section D in Part 1. Provide descriptions of assumptions made in developing the labor hours. The City and the selected consultant will endeavor to negotiate a consulting agreement which contains a not-to-exceed amount for professional services, reimbursable expenses, additional services, supplies, materials, and equipment.

To that end, consultant shall provide for it and its sub-consultants, if any, a consultant Fee Schedule, and list of other costs for other reimbursable items, such as supplies, materials, equipment, other services, and/or other expenses.

## **SECTION V. PROPOSAL SUBMITTAL REQUIREMENTS**

Consultant shall submit its proposal in accordance with the following requirements:

- A. The City will only consider proposals received by City at or before the proposal submittal deadline of **Friday, September 2, 2022 at 2 pm**. The City may extend the proposal submittal deadline if the City receives an inadequate response submitted. Interested consultants will be notified via an addendum.
- B. Consultant shall submit proposals to the following address:

City of Foster City  
Public Works Department  
Attn: Francine Magno  
Senior Civil Engineer

610 Foster City Blvd.  
Foster City, CA 94404

- C. For mailed proposals, the City encourages each consultant to confirm that its proposal was received by the City at or before the proposal submittal deadline. Contact the Senior Civil Engineer, Ms. Francine Magno at [fmagno@fostercity.org](mailto:fmagno@fostercity.org) or (650) 286-3388 to confirm City's receipt of the proposal.
- D. For hand-delivered proposals, consultant shall deliver the proposal to the information desk in the building lobby. Consultant shall ensure the proposal is time and date stamped by the attendant prior to leaving the building.

## SECTION VI. CONSULTANT SELECTION PROCESS

The City will review proposals and perform reference checks to evaluate consultants.

The City will conduct consultant interviews with the top scoring proposals. The City will notify consultants approximately three to four weeks after the proposal submittal deadline.

Principal criteria used to evaluate consultants will include the following:

- 1) Experience/Qualifications: Firm's experience on similar projects in the last five years.
  - a. Consultant's and sub-consultant's, if any, experience successfully providing professional engineering services on similar projects in the last five (5) years.
- 2) Personnel Assigned: Experience of key personnel assigned to the project, and experience of key team members who will be assigned to the project for its full duration.
  - a. Project Manager's experience successfully providing professional design, bidding, and construction support services and/or other related work on similar projects and their availability to perform work required by his/her role.
  - b. Other Key Personnel's experience successfully providing professional design, bidding, and construction support services and/or other related work on similar projects and their availability to perform the work required by his/her role.
  - c. Other Team Members' experience providing professional design, bidding, and construction support services and/or other related work on similar projects.
- 3) Quality and Completeness of Proposal:
  - a. Clarity and relevance of information contained in the proposal.
  - b. Consultant's understanding of work.
  - c. Consultant's approach to the work.

#### 4) References

The City may waive irregularities in any proposal, accept or reject all or any part of any proposal, or waive any requirements of the request for proposals, as may be deemed to be in the best interest of the City.

After final evaluation, the City will identify the highest ranked consultant, which appears to best meet the qualification criteria. The City will attempt to negotiate a contract with the selected consultant. If the highest ranked consultant and the City cannot reach agreement, the City will terminate negotiations and, at its option, negotiate with the next ranked consultant.

Consultants shall bear all costs and assume all liability associated with negotiating a consultant agreement. The City shall bear no costs and/or assume no liability for developing and/or submitting proposals.

#### SECTION VII. SCOPE OF SERVICES

##### A. Scope of Services:

A general draft scope of services is given in **Attachment A**. A detailed Scope of Services will be developed during negotiations. The scope of services presented herein is intended to cover the professional design, bidding, and construction support services necessary and/or other related work and shall be used as the basis of negotiations. In addition, consultant shall agree to perform the management and project controls specified in the Draft Scope of Services.

Consultant is encouraged to include in the proposal any additional tasks and/or deliverables beyond the Draft Scope of Services that the consultant may find necessary or beneficial in order to deliver a successful project.

The City reserves the right to enter into agreements for none, a portion, modified portions, or all of the work listed in this Request for Proposal. The City reserves the right to issue notice(s) to proceed for some or all the work up to 90 days after the City Council approves the agreement.

#### SECTION VIII. STANDARD PROFESSIONAL SERVICES AGREEMENT AND INSURANCE REQUIREMENTS

The standard professional services agreement is attached as **Attachment B**.

The insurance requirements are described in Section 12 Insurance of the City's Standard Professional Services Agreement. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. The selected consultant shall agree to provide the City with a copy of said policies, certificates, and/or

endorsements.



**ATTACHMENT A  
DRAFT SCOPE OF SERVICES  
  
FOR PROFESSIONAL DESIGN, BIDDING, AND CONSTRUCTION  
SUPPORT SERVICES  
FOR  
THE RECREATION CENTER REPLACEMENT PROJECT (CIP 301-678)**

**GENERAL**

The Foster City Recreation Center contains meeting and event space for use by the City and private rental by the general public and contains specialized spaces, kitchens, an art studio, fitness room, and staff offices. The building is a designated emergency shelter. The scope of services describes professional consultant services necessary for CIP 301-678. Consultant(s) shall be responsible for providing the design, documentation, and support necessary for the permitting, bidding, and construction of a new Recreation Center in roughly within the same building footprint as the existing 36,000 square foot building. The construction budget for the project including site improvements is approximately \$42M.

The project will be run through the Foster City Parks and Recreation Department with assistance from other City departments. The selected consultant shall provide leadership for the entire consultant team and is expected to work closely with City staff, Parks and Recreation Committee, Planning Commission, and the broader community to identify project needs and potential solutions. Consultant(s) shall attend coordination meetings and other special purpose meetings as delineated.

The City will be responsible for the entitlements and CEQA process, however the consultant shall include environmental services for CEQA/Cultural clearance as an alternative/add-on. The consultant(s) shall be responsible for providing all the drawings and text required to support any required CEQA documents, and to participate in all meetings associated with the planning process. Should the services of additional consultants, such as a traffic or historic resources specialist, be required for the environmental review process, those consultants could be hired directly by the City.

While Burks Toma Architects has already prepared conceptual design options for the Recreation Center, there will be a conceptual design refinement task, during which time the conceptual design options will be revisited or reconsidered based upon new input, current conditions, and budget constraints. Staff does not believe the preferred conceptual design plan, Concept 3, is feasible due to fiscal impacts associated with the project.

Consultant(s) shall be responsible for facilitating community outreach in coordination with the City. While significant outreach was conducted for the project in 2016-2017, the City intends to build upon what has already been done and provide additional public outreach

and opportunities for feedback through the design tasks. Most of these additional outreach efforts will take place during the conceptual design refinement and schematic design phases but follow up during later phases may also be required.

It is assumed at this time that a minimum of LEED Silver certification will be required for this project, and the consultant(s) will be responsible for submitting all necessary documentation to the USGBC, as well as for coordinating the construction phase submittals by the general contractor. During the design process, the City may choose to not pursue LEED Silver certification based on estimated construction costs.

Zero Net Energy performance will not be pursued for the new Recreation Center, however the consultant shall incorporate energy efficient upgrades/improvements where possible. Consultant may also be directed to incorporate energy generation (solar) and battery storage capacity.

The consultant team shall include all disciplines necessary to design a complete and usable facility. The following is a list of anticipated consultant services required. Additional optional consultants/services could include lighting designers, sustainability consultants, CEQA consultants, and other specialists at the discretion of each firm and/or the City if mutually agreed to by the City and consultant.

Consultant Team Services:

- Surveying
- Geotechnical Engineering
- Architecture
- Civil Engineering
- Landscape Architecture
- Structural Engineering
- Mechanical/Plumbing/Fire Protection Engineering
- Electrical Engineering (including Lighting Design)
- Code Required Signage Design
- Furniture Layouts (could consider Furniture selections and finishes)
- Acoustical Engineer: Room acoustics, sound isolation, and mechanical equipment noise/vibration
- Telecom/Data Designer
- Audio Visual Design: Built in audio-visual systems
- Electronic Security System design: Access control, CCTV cameras, intrusion detection
- Cost Consultant
- Emergency Generator design
- Photovoltaic System Design
- Graphic Design
- Interior Design
- Wayfinding Signage (non-code signage)
- Public Outreach

The design shall comply with all federal and local codes and requirements, including those for accessibility and energy compliance. All required code compliance documentation must be included in the construction document package.

Furniture procurement may be completed by utilizing existing contracts available to public agencies.

Except where otherwise specified in this Agreement, summaries of decisions, design direction, and establishment of project requirements may be communicated and documented through written meeting minutes and e-mails.

The scope of services is arranged into seven (7) tasks, which may change as a result of negotiations.

- 1) Project Management and Website Content Support
- 2) Conceptual Design Refinement and Schematic Design
- 3) Design Development Documents
- 4) Use Permit and Construction Documents
- 5) Furniture, Fixtures, & Equipment and Signage
- 6) Bidding and Construction Support
- 7) Record Documents

### **SCOPE OF WORK BY TASK**

The anticipated scope of services is divided into seven (7) tasks. The City will authorize, in writing, consultant(s)' work on each task. The City may issue written authorization to proceed with a task prior to the completion of a preceding task.

Upon receipt of a written authorization to proceed, consultant(s) shall begin work on the designated task and diligently prosecute the work to completion.

Consultant and its sub-consultants, if any, shall separately track and report costs for each project and task.

The City may reject incomplete submittals or submittals which, in its sole judgement, were not subjected to an adequate quality control review.

A list of expected deliverables is included for each task. Consultant is encouraged to include in the proposal any additional deliverables beyond the Draft Scope of Services that the consultant may find necessary or beneficial in order to deliver a successful project.

### **I. TASK 1 – PROJECT MANAGEMENT AND WEBSITE CONTENT SUPPORT**

## **A. Project Management and Controls**

1. The consultant shall designate a Project Manager acceptable to the City. The Project Manager will be responsible for the work including developing the work plan; implementing the project management procedures and controls; and maintaining effective communications among the sub-consultants, City, and other involved agencies and organizations for the duration of the project.

If Consultant wishes to propose a substitute at any time during the duration of the project, the City shall approve consultant's Project Manager.

2. Within fifteen (15) calendar days after receipt of the Notice to Proceed, the consultant shall submit to the City a final work plan that shall include:
  - a) Description of the consultant's approach to performing the scope of services, including any constraints, specific strategies, or special considerations that apply. (This may be as outlined in the consultant's proposal).
  - b) The roles and responsibilities of the project team members including sub-consultants.
  - c) Procedures for maintaining quality control and, particularly, adherence to budget and schedule.
  - d) A schedule that details activities of each sub-consultant's service in an appropriate time frame consistent with the duration of this Agreement.
  - e) A control budget that is supported by monthly cost and resource forecasts for each task.

Consultant shall prepare a project work plan for each task. The project work plan shall be prepared in the degree and detail appropriate to each phase of the project and shall be updated as the project progresses. The project work plan shall be approved by the City project manager and shall provide the basis for determining timeliness and cost effectiveness of the consultant's execution of the Scope of Services.

3. To support each invoice, the consultant shall furnish a project update that shall include the following:
  - a) A narrative progress report of specific accomplishments during the reporting period, problems encountered, or anticipated accomplishments scheduled for the next reporting period, and results of quality control programs, technical evaluations, inspections, etc.
  - b) A cost report for each specific consultant's service that shows:
    - b.1. The current period and cumulative expenditures to date.
    - b.2. The estimated cost to complete each task.
    - b.3. The estimated date to complete each task.

- b.4. The approved budget.
    - b.5. A comparison of the estimated cost with the approved budget to show any variance.
  - c) A schedule report that compares actual to planned performance in terms of time and percent complete for each designated service. The control report may include, when appropriate, special submittals based upon productivity analyses or detailed performance projections as requested by the City project manager.
4. Project control reports are to be submitted monthly, together with invoice submittal, unless directed otherwise by the City project manager. The invoice shall be accompanied by a cost breakdown by discipline, in approved format. Failure of the consultant to submit and update plans or furnish required reports as directed shall constitute cause for suspension of payment of invoices.
  5. The consultant shall be available for consultation with the City project manager at all reasonable times and shall immediately advise the project manager of requests, technical decisions, or problems that may materially affect a project's scope, quality, schedule, or cost.
  6. Other project management tasks include:
    - Organize and document weekly team meetings.
    - Review work completed to date including goals, scoping, site assessment, conceptual design options, and energy efficiency goals.
    - Review the previous conceptual design plans reviewed and accepted - by the City Council/Planning Commission.
    - Complete a preliminary land use and building code review with the City to confirm requirements for entitlements, land use, site, utilities and building construction permits (including fire, life, and safety issues).
    - Prepare a community participation schedule for the City's review. Set the dates for the necessary rounds of community engagement during the design phases.
    - Project Directory

**Deliverables:**

- Kick-Off Meeting
- Project directory
- Agendas / Summaries for team meetings
- Work Plan for each task, including schedule showing all submittals.
- Monthly Invoice Submittals including project control reports and supporting document
- Community Participation Plan
- Staff reports and presentations for public meetings (Planning Commission, Parks and Recreation Committee and City Council)

## **B. Project Website**

- Develop and maintain a dedicated project website to be the primary source of all Recreation Center Replacement Project information throughout the duration of the project.
- Consultant shall supply graphic materials representing building and site plans, material examples, project layout, information from the latest Council meetings, and project schedule and status updates.

### **Deliverables:**

- Website, website domain, language, documents, graphics, and any other relevant information for posting on the City's Project Website throughout the project duration.

## **II. TASK 2 – CONCEPTUAL DESIGN REFINEMENT AND SCHEMATIC DESIGN**

### **A. Conceptual Design Refinement**

Conceptual design options for the Recreation Center have been developed, however the consultant(s) shall revisit, validate, or reconsider design options based upon new input, current conditions, and budget constraints. The City Council's preferred Conceptual Design Plan can be downloaded on the Recreation Center Replacement Project page or RFP page on the City's website. Staff does not believe the preferred conceptual design plan is feasible due to fiscal impact associated with the project. The expectation is that the consultant(s) would use Concept 3 as a base design, scaled down with add-on options to have the flexibility to include or remove add-on options based on the final bid price.

Conceptual Design Refinement tasks shall include:

1. Review work completed to date including plans, documents, goals, scoping, and site assessment.
2. Provide land surveying services, consisting of the following:
  - a) Obtain block maps for water systems, storm drains, sanitary sewer and streetlights.
  - b) Review existing infrastructure to be mapped onto topographic survey.
  - c) Site visits to verify field conditions.
  - d) Topographic Survey
  - e) Base sheet Production
  - f) Record Boundary
  - g) Underground service alert
3. Provide geotechnical services, consisting of evaluation of subsurface soil conditions in the vicinity of the proposed improvements and provide

geotechnical recommendations relating to the foundation and earthwork components of the project. The initial services shall include:

- a) County drilling notification form
- b) Underground service alert
- c) Subsurface exploration
- d) Laboratory testing
- e) Office Studies

The Engineer will review the field and laboratory data and perform engineering analyses to evaluate the planned recreation center improvements, from a geotechnical perspective, including building foundations, basement retaining walls, slabs-on-grade, pavements, tie earthwork, and surface drainage.

The Engineer will prepare a report that summarizes the investigation and conclusions and presents geotechnical recommendations for design of the proposed improvements. The Engineer will provide site class and spectral accelerations for seismic design based on the current California Building Code. To graphically illustrate the site conditions, several figures will be presented in the report, including a vicinity plan, site plan, local geologic map, boring logs, and laboratory test results.

4. Based on the previous preferred Conceptual Plan and current budget constraints, develop, and present a refined conceptual design package to City staff that includes:
  - a) Up to two (2) conceptual floor plan options.
  - b) Design values and sustainability goals with the City and community input.
  - c) Building massing studies for each floor plan option.
  - d) Preliminary cost models for each alternative.
  - e) Floor plan evaluation criteria with City and community input.
  - f) Floor plan and massing options with City and select preferred plan.
  - g) Exterior materials palette.
  - h) On-site parking requirement to reflect selected site option.
5. Refine selected conceptual design option and prepare final conceptual design exhibits:
  - Site plans, floor plans and elevations
  - Narrative specifications and system descriptions
  - 3D digital model of massing
  - Vignettes of exterior and/or interior
  - Preliminary cost model of initial options
  - Refined cost model for preferred option
  - Phasing plan showing the major project phases
  - Estimated project schedule for future phases

6. Coordinate with the City staff to refine programming and prepare a document that presents the findings such that the participants in the process will be able to verify that the Design Team has the correct information from which the develop to most successful layout. The programming document will provide the basis for the interior design finishes, system, and hardware for the Construction Document phase of the work.
7. Anticipate up to 3 coordination meetings with the City staff for design input.
8. Anticipate up to 6 public meetings for presentation to City Council, Parks and Recreation Committee and/or Planning Commission.
9. Possible refinement of drawings based on public meetings.
10. Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
11. Conceptual Design shall be approved by the City before proceeding to development of schematic design documents.
12. The City would like the Consultant to incorporate an operation revenue analysis report based on the conceptual plan options in the proposal which shall be considered an optional service.

**Deliverables:**

- Site Topographic Survey and Record Boundary
- Geotechnical Report
- Refined Programming Document
- Conceptual design package including:
  - Site options diagrams
  - Building massing study
  - Floor plan options
  - Site plans, floor plans and elevations
  - Narrative specifications and system descriptions
  - 3D digital model of massing
  - Vignettes of exterior and/or interior
  - Updated estimate of on-site parking needs
  - Preliminary cost models for each option
- Refined Conceptual Design Package
- Agendas / Summaries for team meetings.
- Participation and/or supporting documents for outreach processes, posting on the City's project website, and any special purpose meeting including, but not limited to, graphic materials, project layout, presentations, 3D renderings, models, and fly-throughs.



- (Optional Service) Prepare an updated operational revenue analysis report based on the concept design options.

## **B. Develop Schematic Design**

Upon approval of the preferred Conceptual Design option by the City Council, written Notice to Proceed by the City, and receipt of the City's comments on the Conceptual Design documents, the consultant shall advance the design of the Community Center during the schematic design phase.

Schematic Design tasks shall include:

1. Develop the schematic design package for Architectural, Landscape, Civil, Structural, Mechanical, Electrical, Plumbing, Kitchen, Audio Visual, and Security and Access Control for the Recreation Center building consisting of:
  - a) Civil Site Plan, including parking layout, preliminary grading, drainage, hydrology, utility routing
  - b) Landscape preliminary site plan showing hardscape and landscape areas
  - c) Floor and roof plans
  - d) Reflected ceiling plans
  - e) Exterior elevations
  - f) Building sections
  - g) Structural design sketches and narrative and preliminary sizes of key structural members
  - h) Preliminary lighting plan- building and site
  - i) Renderings (two interior and two exterior)
  - j) Outline specifications and/or narratives of each of the major building systems
  - k) Building program spreadsheet
  - l) LEED checklist (for reference)
2. Specific submittals to the City shall be made at the 50% and 100% schematic design stages. Outline specifications and/or narratives may be submitted at the 100% submittal only.
3. Preliminary estimate of probable project costs, including construction costs, soft costs, miscellaneous costs, and other owner's costs, shall be prepared, and submitted with each submittal (50% and 100%).
4. Coordinate with utility companies to help develop Schematic Design plans.
5. Provide Life Cycle Cost Analysis for HVAC Building Systems and Building Envelope.

6. Develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.
7. Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
8. Anticipate up to four (4) coordination meetings with the City.
9. Anticipate up to four (4) coordination meeting with the Building, Fire, and Police Departments to review the updated schematic code analysis.
10. Anticipate up to four (4) technical meeting with the Planning Department to review the schematic site and building plans.
11. Anticipate up to six (6) public meetings for schematic design review including City Council, Planning Commission, and Parks & Recreation Committee.

*Deliverables:*

- 50% and 100% Schematic Design Package submittals
- Schematic design level estimate of probable costs for the entire project budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- Preliminary material template.
- Possible refinement of drawings based on reviews from public meetings.
- Proposed plan and assumption of costs to meet the City's energy reducing.
- Life Cycle Cost Analysis
- An updated project schedule.
- Agendas / Summaries for team meetings.
- Participation and supporting documents for outreach processes, posting on the City's project website, and any special purpose meeting including, but not limited to, graphic materials, project layout, presentations, 3D renderings, models, and fly-throughs.

### III. TASK 3 – DESIGN DEVELOPMENT DOCUMENTS

Upon receipt of written Notice to Proceed by the City and City's comments on the Schematic Design package, the consultant shall develop the Design Development Documents that will include plans, elevations, building sections, renderings, and other documents that will describe the character and scale of the project components.

Design Development tasks shall include:

1. Update and refine design, budget, sustainable design strategies.

2. Conduct technical meetings with City representatives as needed to focus on specific aspects of the project, such as confirmation of the code compliance strategy.
3. Prepare design development level building systems design and coordination for landscape and civil disciplines, structural, mechanical, plumbing, and electrical disciplines, fire alarm/fire protection and telecommunications/data disciplines.
4. Update the estimate of probable construction cost to reflect the decisions made in this phase.
5. Submit draft specifications.
6. Specific submittals to the City shall be made at the 50% and 100% design stages.
7. An updated estimate of probable project costs shall be prepared and submitted with each submittal (50% and 100%). Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
8. Work with City and utility companies to produce Design Development drawings and plans.
9. Perform cost effectiveness adjustments to design as required by the City.
10. Anticipate up to four (4) coordination meetings with the City.
11. Anticipate up to four (4) coordination meeting with the Building, Fire, and Police Departments to review the updated schematic code analysis.
12. Anticipate up to four (4) technical meeting with the Planning Department to review the schematic site and building plans.
13. Anticipate up to six (6) public meetings for schematic design review including City Council, Planning Commission, and Parks & Recreation Committee.

**Deliverables:**

- 50% and 100% Design Development Drawings and Draft Specifications submittals including plans, interior elevations, building drawings, and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, general building arrangements, and sections for Architectural, Landscape, Civil, Structural, Mechanical, Electrical, Plumbing, Fire Alarm/Fire Protection, Telecommunications/Data)

- 50% and 100% Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs.
- A value engineering report identifying line-item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Necessary approvals from regulatory agencies for entitlements and permits.
- An updated project schedule.
- Agendas / Summaries for team meetings.
- Participation and supporting documents for outreach processes, posting on the City's project website, and any special purpose meeting including, but not limited to, graphic materials, project layout, presentations, 3D renderings, models, and fly-throughs.

#### IV. TASK 4 – USE PERMIT AND CONSTRUCTION DOCUMENTS

##### A. **Use Permit Submittal**

Consultant shall prepare and submit Use Permit documents to the City for review and coordination. Consultants shall make the appropriate revisions and provide written responses to the review comments and resubmit to the City for verification of comprehensive and accurate responses. The Use Permit documents shall be considered as the 25% design submittal of the construction documents task.

Following is a submittal checklist indicating the kinds of drawings to be submitted for review. All drawings shall have the same compass orientation.

**Interdepartmental Evaluation Committee (IDEC)** — (10) Ten copies of the following items shall be submitted electronically:

##### A. Site Plan including:

1. Lot size
2. North arrow
3. Graphic scale
4. Significant dimensions (setbacks, lot lines, etc.)
5. Property lines of subject and adjacent properties and identification of surrounding uses
6. Easements (public and private)
7. Utility companies' equipment, with dimensions (PG&E, AT&T, CATV)
8. Internal circulation — streets, sidewalks, driveways, and parking and loading areas (public and private)
9. Lagoon or bay/slough waterlines (MHHW and MLLW) on adjacent property
10. Building outlines, stating number of stories, of project buildings and those on adjacent property.
11. Fences, walls, and windbreaks, indicating heights

12. Decks, patios, planter boxes, docks, stairs, ramps, pools and tubs, and equipment enclosures
  13. Landscape plan
  14. All other structures exceeding six feet in height (patio covers, carports, trellises, arbors, gazebos, storage sheds, cabanas, flagpoles, etc.)
  15. Site data table including the percentage and square footage of landscape coverage, paving coverage, building coverage, etc. (see sample Table 1)
  16. Vicinity map
  17. Recreation areas and equipment
  18. Pedestrian and vehicular circulation patterns (on and off-site)
- B. Engineering site grading plans, including proposed finished grades, all public improvements, and site drainage.
- C. Floor plans (1/8" or 1/4" scale) — Existing and Proposed  
Complete floor plans showing door and window openings, room designations and dimensions, utility equipment locations and trash enclosures, specifying materials and colors.
- D. Elevations (1/8" or 1/4" scale) - Existing and Proposed  
Full building elevations of all building sides with details of all wall penetrations such as windows, doors, vents, etc.; exposed equipment such as air conditioners, meters, piping, etc.; all decorative elements such as trim, equipment screens, molding, appliques, etc.; and all appurtenant and accessory structures on the site plans specifying all building materials and colors.
- E. An illustration of the basic "concept" of the site.  
This can be accomplished by submitting a concept diagram (8 1/2" x 11"), "bubble" diagram, or other graphic representation that shows key design elements and their relationships with one another. For example, circulation, key nodes, open areas, screened areas, areas with views, windy areas, accent points, entrances, etc., can all be shown on a concept diagram. This diagram should also contain a short paragraph explaining the basic design concept, how the concept relates to the site, and how the concept relates to the context of Foster City.

**Planning Commission Study Session and/or Public Hearing** - (8) Eight copies of the following items should be submitted at least four weeks prior to the public meeting:

- A. Anticipate (1) one public meeting
- B. Site plans, as above, with any revisions; a reduced reproducible print or an electronic file in pdf format (8 1/2" x 11" in size) of the site plan shall also be submitted
- C. Floor plans, as above, with any revisions

- D. Floor area tabulations, specified by uses
- E. Elevations, as above, with any revisions
- F. Engineering plans, as above, with any revisions
- G. Typical building sections
- H. Colored perspective rendering at an angle from lagoon view
- I. Roof plan, showing all vents, equipment, skylights, etc.
- J. Colors and Materials: A list of colors and materials with product names and descriptions is required with samples mounted on a board if possible. Performance specifications may be required. Color and materials samples boards will remain the property of the City.
- K. Table of land and building area (see sample below): Schedule of lot sizes, building sizes and mix, lot coverage and project density, area of lands held in common and area of open space

	Square Feet	Percent
Building Area		
Parking/Hardscape Area		
Landscape Area		
Total Lot Area		

## B. Construction Documents

Upon receipt of written Notice to Proceed by the City, approval of the Use Permit documents, and City's comments on the Design Development package, the consultant shall develop the Construction Documents for the building systems and design concepts that will include construction details and calculations. All building systems, including structural, mechanical, electrical, plumbing, lighting design, telecom and security, interior design concepts, and finished will be documented and refined.

Construction Documents tasks shall include:

- Update and refine design, budget, sustainable design strategies, and schedule information that reflects the most current project information.
- Meet with the City and Stakeholders to review and evaluate options for finishes and other interior design elements.
- Perform Title 24 Calculations for applicable interior areas and prepare Compliance Documents.
- Develop code required signage in conjunction with the design concepts for non-wayfinding community center signage and branding as outlined in Task 5 - FURNITURE, FIXTURES AND EQUIPMENT AND SIGNAGE TASK. The Construction Documents shall comply with applicable laws and regulations including, but not limited to, ADA requirements, Building Code requirements, City codes and standards, applicable Federal rules and

regulations, and occupation safety and health regulations enforced at the time the Construction Documents are issued.

- Specific submittals to the City shall be made at the 25%, 50%, 75% and final design stages. The Use Permit documents shall be considered as- the 25% design submittal.
- Detailed estimated construction cost estimates shall be prepared and submitted with each submittal (25%, 50%, 75% and final). Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Consultant shall submit 75% documents to the City and other agencies for the specific purpose of obtaining the building permit and coordination review. Consultants shall make the appropriate revisions and provide written responses to the review comments and resubmit to the City and other agencies for verification of comprehensive and accurate responses. Project documents shall clearly identify document requirements for review and approval by the Fire Marshal and Building Official.
- Assist the City in the selection of Special Inspectors required by the project.
- Assist the City in coordination with any utility companies.

**Deliverables:**

In addition to the materials, drawings, and documents described above, provide the following:

- A final technical memo clearly presenting a life-cycle cost analysis of anticipated building systems and materials.
- 25%, 50%, 75% Construction Document Submittals and detailed estimated probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous costs, and other owner's costs with each submittal (25%, 50%, 75% and final).
- Response to comments following each submittal
- Prepare Final (100%) plans and specifications suitable for the purpose of bidding and construction.
- An updated project schedule.
- A final value engineering report identifying line-item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Specific criteria that the City has for completion specific portions of the work include the following:

**CIVIL PLANS**

- A. Existing topographic drawings shall be included and may not be combined with the demolition plan, provided that information is clear and not obscured. Both contours and spot elevations shall be used to delineate the topography. Existing utilities, including size and material to the extent that the information has been made available shall be shown on the plans. Benchmarks and horizontal control monuments shall be clearly shown and identified.

- B. Demolition Plan – Show all existing buildings on the property clearly indicating which structures will be demolished and location of all building and site utilities (gas, electrical, sewer, water, stormwater). Provide the existing building size (square footage) and year built, type of construction, and if sprinklered. Identify all existing trees and irrigation proposed to be removed and which will remain. Include the hauling plan and hauling, as applicable. Provide a copy of the erosion and sediment control plan and dust control plan. Provide a waste management plan.
- C. Site Plan – Location all new work by dimensions from prominent existing features or survey base lines. Use same scale and orientation as the existing topography plan. Locate Contractor's storage area on this or an equivalent plan.
- D. Grading Plan – Show finished contours at intervals not greater than one foot and have them clearly distinguishable from existing contours. Clearly show where all surface water will drain. Use spot elevations to clarify grading requirements, drainage flow patterns, curb elevations, gutter elevations, pavement corner elevations, ground and pavement surface elevations at building corners, top of catch basins, etc. Show finished floor elevations and pad elevations. Use same scale and orientation as the existing topography plan.
- E. Utility Plan – Locate by dimensions all new water, fire protection, sanitary sewer and storm drain lines and appurtenances. Indicate sizes of pipes, top and invert elevations of manholes and catch basins and points of connection.
- F. Details – City standard details shall be used where applicable. Other details shall be added as necessary to clearly show the work to be performed.

## **ARCHITECTURAL PLANS**

Architectural plans shall include pertinent City ordinance details and the following plans:

- A. Cover Sheet/Title Plan – including project info, vicinity, and location maps, drawing index
- B. Plans for Code Compliance – accessibility plan, exiting plan, fire control room, pertinent City ordinance details
- C. Floor Plan (1/8" scale minimum)
- D. Exterior Elevations
- E. Building Sections
- F. Roof Plan and Roof Details
- G. Reflected Ceiling Plans
- H. Typical Wall Sections



- I. Room Finish Schedule
- J. Door, Hardware, and Window Schedules
- K. Door and Window Details
- L. Large Scale Plans (1/4" scale minimum for toilet rooms, control rooms and other special activity rooms)
- M. Interior Elevations
- N. Acoustical Treatments, if any
- O. Signage details required for code compliance
- P. Fire Control Room

## **STRUCTURAL PLANS**

Structural plans shall include all special inspection, requirements and necessary structural elements that require approvals (epoxy, grout, etc.) and the following plans:

- A. Foundation Plans
- B. Framing Plans
- C. Details and Sections
- D. Schedules

## **MECHANICAL AND PLUMBING PLANS**

Mechanical and Plumbing plans shall be prepared for a complete and functional mechanical system and include the following plans:

- A. Site Plan - Required for all outside mechanical systems and shall show all new systems and structures served, if applicable.
- B. Piping and Duct Work Plans - Heating, ventilating and air conditioning system work shall not be shown on the same drawing with the plumbing system work. Piping and ductwork plans shall be coordinated with the architectural, civil, structural, mechanical, and electrical plans to avoid conflicts. Adequate space shall be provided to meet manufacturer's required maintenance clearances and access needs. Clearly define where all work begins and ends. Design cfm's shall be shown at the supply and return registers and at the units.
- C. Fire Sprinkler System – Plans and specifications for a complete fire sprinkler and standpipe system including fire pump, auxiliary water supply, controls, water flow (vane type), valve supervisory (tamper) switches to result in fully operational system, to be in compliance with the current issue of the California Fire Code (CFC) and Title 19 of the California Code of Regulations.
- D. Elevations and/or Sections - Mechanical elevations and/or sections shall be shown where necessary. Sufficient elevations and sections shall be provided to facilitate accurate take-offs.

- E. Details - Plans shall include such details as necessary to enable the contractor to properly fabricate, assemble and/or install equipment or systems as shown. Details shall be to a scale large enough to be clear as to intent. Congested areas and racked piping shall be dimensioned to provide adequate clearance for clamps, hanger, insulation, flanges, valves, fittings, etc.
- F. Piping Diagrams - Incorporate isometric and/or schematic diagrams showing the piping configurations as required to clarify the fluid flow paths.
- G. Control Diagrams - Control diagrams shall be included as required to clarify function of various control systems involved in mechanical installations. Controls for mechanical equipment shall be coordinated with the electrical design so that all equipment supplied by electrical work and mechanical work is clearly defined.
- H. Sequence of Operation - Step-by-step sequences of operation shall be included in the specifications (and whenever practical, in the drawings) for each control system where similar vendors or manufactures may have differing levels of use.
- I. Equipment Schedule - Mechanical and plumbing plans shall include equipment schedules indicating capacity and description of each item of equipment. Provide voltage, phase, horsepower, or amperage of all equipment requiring electrical power.
- J. Seismic Anchorage - Plans shall include sufficient details for the attachment and anchorage of all mechanical equipment, piping systems, hangers, supports, sway braces, etc. to be in compliance with the current issues of the California Building Code (CBC) and California Mechanical Code (CMC).

## **ELECTRICAL PLANS**

Electrical plans shall provide adequate information so that the electrical installation is complete and there is a clear indication as to where the work begins and ends. Tables shall identify circuits, protective devices, ratings, loads, phasing, controls, instrumentation, and other pertinent information concerning the installation. Plans shall include:

- A. Plot Plan - Required for overhead and underground power, street lighting, telephone conduit, fire alarm and distribution systems.
- B. Wiring Design - Service shall include power, fire alarm source available and any other special connections to outside systems, show locations of entering conduits and service racks. Service disconnect shall be rated to

suit the conditions of the case. Metering shall be required unless directed otherwise. Panel boards shall include breakers for feeders and branches of suitable rating. Conditions shall be analyzed to ensure that the wiring method used is acceptable and economical for the intended use of the facilities. Select branch wiring voltage and system to produce a satisfactory power and lighting installation. Show conductors by size, number, voltage, and type of insulation.

- C. Riser Diagram - A riser diagram with notations shall indicate the use, rating and location of panel and equipment.
- D. Single-Line Diagram - Provide single-line diagram to simplify understanding of power and lighting systems. Use single lines and symbols to indicate the course and component devices or parts of the electrical circuits.
- E. Lighting Plan - Lighting fixtures shall be clearly indicated with dimensioned sketched and description, including the method of hanging. Lumination plan for exterior lighting shall be provided to the City for review and approval.
- F. Seismic Anchorage - Plans shall include sufficient details for the attachment and anchorage of all electrical equipment and fixtures to be in compliance with the current issues of California Building Code (CBC) and California Electrical Code (CEC).
- G. Fire Alarm System - Plans and specifications shall include controls, stations, speakers, heat detectors, smoke detectors, flow switches, door releases, and any other devices that are electrically a part of the system, to be in compliance with the current issues of the California Fire Code (CFC) and California Electrical Code (CEC)

## **CATHODIC PROTECTION**

Cathodic protection shall be provided for all facilities subject to corrosion.

## **V. TASK 5 – FURNITURE, FIXTURES & EQUIPMENT (FF&E) AND SIGNAGE**

Concurrent with Tasks 1-7, the consultant will develop the furniture and signage procurement packages.

### **A. Furniture:**

1. Consultant shall work with the project team to set the furniture budget, and work with the City/Parks and Recreation Committee to develop furniture

concepts and select furniture and finishes that enhance the architectural design concepts and meet the program goals. The furniture package will be developed to facilitate procurement of the FFE through established pre-negotiated contracts available to the City.

2. Based on direction given by the City, the consultants shall provide the following procurement services for furniture:
  - a) The consultant shall prepare furniture plans and specifications to identify selected furniture, finishes and quantities.
  - b) The consultant shall assist the City in preparing purchase details. The City will be responsible for preparing and processing purchase orders.

B. Signage:

1. Consultant shall work with the project team to develop design concepts for community center signage and branding. Signage will include graphic “wayfinding” signage that enhances usability and customer experience, as well as building, room, donor, and code-required signage.
2. The consultant shall prepare signage concepts for review with the City and integrate that code-required signage into the Construction Documents.
3. Based on direction given by the City, the consultants shall provide the following procurement services for signage:
  - a) The consultant shall prepare Design Intent documents consisting of illustrative diagrams, worksheets and/or specifications
    - i. The consultant will assist the City in preparing purchasing details. The City will be responsible for preparing and processing purchase orders.
    - ii. The consultant shall review shop drawings and material samples.

C. The consultant shall provide the following installation services for furniture and signage.

1. The consultant will attend one (1) signage pre-installation walk through with the signage contractor.
2. The consultant will provide up to two (2) consecutive days to observe furniture installation.
3. The consultant shall prepare a punch list of outstanding furniture or signage installation issues.

D. Anticipate up to three (3) coordination meetings with the City.

E. Anticipate up to two (2) meetings for review by the Parks & Recreation Committee.

**Deliverables:**

- FF&E Options and Procurement Package
- Signage Options and Procurement/bid package
- Installation Review

## VI. TASK 6 – BIDDING AND CONSTRUCTION SUPPORT

### **BIDDING**

- Consultant shall assist with the evaluation and response to contractor questions.
- Attend a pre-bid conference and give a brief presentation of the project.
- Prepare addenda as required to clarify the bid documents.
- Consultant shall provide an analysis of bids received compared to the consultant's final estimated construction cost.

### **CONSTRUCTION SUPPORT**

- Attend one pre-construction meeting. Provide documents, graphic, etc. for City and Construction Manager as necessary for the meeting.
- Attend weekly construction meetings (anticipate 100 meetings, which is based on an estimated two (2) year construction period). Meeting minutes will be prepared by the City's construction manager.
- Conduct an observation of construction work at appropriate intervals. Prepare a written documents describing the general nature of work observes and identify any areas observed that are not in general conformance with the construction contract documents.
- Review and recommend appropriate professional action on submittals that are required by the construction contract documents. Submittals may take the form of tests, reports, certificate of guarantee, shop drawings, samples, data sheets, or other physical or written items. Consultant shall review and mark up each submittal with appropriate comments, professional stamp, sign and date each submittal with appropriate action as defined in the construction contract documents and return each submittal to the City within the time period specified. Consultant shall review operations manual submittals for appropriateness to the equipment being specified. Anticipate approximately 60 submittals/resubmittals.
- Provide consultation to the City to clarify the intent and interpretation of the construction contract documents as necessary, prepare supplementary information and/or sketches to clarify or supplement the construction contract documents.
- Respond in writing, including necessary design clarifications, to Requests for Information (RFI's) after such requests have been reviewed by the construction manager for appropriateness. Anticipated reasonable number of RFI's for a project of this type and size is approximately 105.
- Review and make recommendations regarding "or equal" substitutions and well-documented value engineering alternatives.
- Review requests for change orders as to content and appropriateness of the work proposed.

- Be present during the initial start-up of systems.
- At a point where the contractor and the City deem the project, or major portions of the project, to be substantially complete, the consultant shall conduct a thorough walk through and identify any visible elements of the work that the consultant judges not to be complete or acceptable. These findings shall be documented in the written form of a “punchlist”.
- When the items on the “punchlist” have been resolved, the consultant shall conduct a final walk through to verify resolution and issue a Notice of Completion to the City.

*Deliverables:*

- Addenda, as required.
- Analysis of bids.
- Supporting documents as needed for the pre-construction meeting.
- Documents describing observation of work at appropriate intervals
- Submittal, RFI, and Change Order responses, including any plan revisions as necessary

## VII. TASK 7 – RECORD DOCUMENTS

- Consultant shall assemble and provide to the City a comprehensive set of the most current documents, including the documents supplied by the contractor.
- A complete set of the construction contract documents incorporating all changes made by the consultant shall be provided to the City in electronic format. The plans shall be in AutoCAD 2020 and a complete set of reproducible specifications shall be in Microsoft Word.
- Record drawings based upon changes during construction shall be provided in .pdf format.

*Deliverables:*

- Comprehensive set of all project documents, including documents supplied by the contractor.
- Conformed set of construction contract documents.
- Record Drawings

## ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT  
FOR PROFESSIONAL DESIGN, BIDDING AND CONSTRUCTION SUPPORT  
SERVICES  
FOR  
THE RECREATION CENTER REPLACEMENT PROJECT (CIP 301-678)

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the City of Foster City hereinafter called "CITY" and  
\_\_\_\_\_ hereinafter called "CONSULTANT".

### RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, CITY desires to engage CONSULTANT to provide professional services in the CITY;

WHEREAS, CONSULTANT is qualified to provide such services to the CITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

### TERMS AND CONDITIONS

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT. (b) Notwithstanding the provisions of (a) above, CITY may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as CITY may determine in its sole discretion. (c)

CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONSULTANT commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of CITY's written notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to CITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) CITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever CITY determines that such termination is in CITY's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services. A copy of CONSULTANT's hourly rates for which services hereunder shall be performed are set forth in CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum \_\_\_\_\_ (\$\_\_\_\_\_). Invoices for amounts in excess of \_\_\_\_\_ (\$\_\_\_\_\_ ) shall not be paid unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) evidenced by motion duly made and carried and a written contract amendment having been executed.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of CITY including, without limitation, CONSULTANT's transmittal of all deliverables to CITY required by EXHIBIT A.

CITY shall not incur any charges under this Agreement, nor shall any



payments become due to CONSULTANT for any payment period on the Project, until CITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then CITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon CITY. CITY shall not be liable for, and CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

4. **Employee Wages; Records; Apprentices:** Consultant shall pay prevailing wages to its employees on any agreement in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by the Director of the State of California Department of Industrial Relations, are on file at the County's Capital Projects Office and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. Consultant shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Consultant and all subconsultants shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. Consultant shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Consultant shall pay federal Davis Bacon wages and comply with applicable federal requirements.
5. **Additional Services.** In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the City Manager (for contracts less than \$50,000) or City Council (for contracts \$50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

6. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
7. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
8. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by CITY, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of CITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

9. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.

10. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as City's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that CITY provides to CITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as CITY's responsibility.
11. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

12. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, City of Foster City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify City of Foster City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Sections 2782 and 2782.8 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

13. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to CITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required insurance throughout the term of this Agreement and as otherwise provided in EXHIBIT C. In the event CONSULTANT fails to maintain any required insurance, and notwithstanding Paragraph 3 above, CITY may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due CONSULTANT under this Agreement (or CONSULTANT shall promptly reimburse CITY for such expense).

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

14. WORKERS' COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
15. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during

employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

16. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404-2299  
Attention: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_  
(Fill in CONSULTANT Name, Address, Phone Number, Project Manager and Email Address for CONSULTANT)

17. Non-Assignment. This Agreement is not assignable either in whole or in part.
18. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
19. Validity. 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.
20. Governing Law. This Agreement shall be deemed to have been executed in the County of San Mateo, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of San Mateo, California unless the parties agree otherwise in a written amendment to this Agreement.
21. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal

action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

22. Conflict of Interest. CONSULTANT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with CITY that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing CITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

23. Liability of CITY. Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, CITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement,

Notwithstanding any other provision of this Agreement, in no event shall CITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

CITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by CITY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and shall exonerate, indemnify, defend and save harmless CITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, CITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which CITY or CONSULTANT may

have under this Agreement or any applicable law. All rights and remedies of CITY or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

24. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

25. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT, including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "force majeure events").

[For consideration if applicable:] Any Force Majeure event with a duration in excess of [TBD by Owner—recommend not less than 30] days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation.

26. Entire Agreement. This Agreement, including Exhibits A, B, C, and D comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF FOSTER CITY

Dated: \_\_\_\_\_

\_\_\_\_\_, City Manager  
(for contracts less than \$50,000)  
[REMOVE signature line if \$50,000 or more]

Dated: \_\_\_\_\_

\_\_\_\_\_  
Richa Awasthi, Mayor  
(for contracts \$50,000 or more)  
[REMOVE signature line if less than \$50,000]

ATTEST:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Priscilla Schaus, City Clerk

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Benjamin Stock, City Attorney

CONSULTANT

Dated: \_\_\_\_\_

\_\_\_\_\_  
Type Name & Title of CONSULTANT  
Authorized to Sign



## EXHIBIT A

### SERVICES TO BE PROVIDED, PAYMENTS, PROJECTS AND SCHEDULE, AND DELIVERABLES FOR

#### THE RECREATION CENTER REPLACEMENT PROJECT (CIP 301-678)

[EITHER COMPLETE EXHIBIT A OR ATTACH A PROPOSAL/SCOPE OF WORK THAT CONTAINS ALL THE INFORMATION BELOW AND DELETE THE TEXT BELOW]

#### SERVICES TO BE PROVIDED

This is an Exhibit attached to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Consultant Name](#), hereinafter referred to as "**CONSULTANT**" and the City of Foster City, hereinafter referred to as "**CITY**" providing for professional services.

1. **Description of the Project:**

1.1 DESCRIPTION: [Description of Project](#)

2. **Basic Services:**

The DISTRICT has developed a general scope of work as described below.

2.1 Task 1 – [Description of Task 1](#)

2.2 Task 2 – [Description of Task 2](#)

2.3 Task 3 – [Description of Task 3](#)

#### PAYMENTS

1. The maximum payment to CONSULTANT under this Agreement for the Project shall be: [Maximum Payment Amount](#)

2. METHODS OF PAYMENT FOR CONSULTANT'S SERVICES AND EXPENSES: [List Methods of Payment](#)

3. TIMES OF PAYMENTS. [List Times of Payments](#)

#### PROJECTS AND SCHEDULE

[List Project Schedule](#)

#### DELIVERABLES

CONSULTANT's deliverables under the Agreement are enunciated throughout the Professional Services Agreement and include but are not limited to the following:

1. **PROJECT DELIVERABLES**

1.1 **DELIVERABLES:** [List of Deliverables](#)

1.2 **OTHER:**

2. **CONSULTANT SERVICES.** The deliverables considered part of CONSULTANT's professional services are defined as, but are not limited to, the following deliverables:

2.1 **SERVICES:** [List of Services](#)

END OF EXHIBIT A

## EXHIBIT B

### CONSULTANT'S FEE SCHEDULE

[Specify Consultant's hourly rates for which services hereunder shall be performed]

## EXHIBIT C

### INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in herein on the attached form. No substitute form will be accepted.

This is an Exhibit to, and made a part of and incorporated by reference to the Agreement dated [Date of Agreement](#), by and between [Consultant Name](#), hereinafter referred to as "**Consultant**", and the City of Foster City, hereinafter referred to as "**City**", providing for professional services.

1. **Consultant's Duty to Show Proof of Insurance.** Consultant, in order to protect City and its Council members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's acts, errors, or omissions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the City's authorized insurance representative, insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon, Consultant shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or City as an additional insured.

#### 1.1 Insurance Requirements

##### Commercial General Liability Insurance

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the City ), Products-Completed Operations Hazard, liability for slander, false arrest and invasion of privacy arising out of professional services rendered hereunder, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least five million dollars (\$5,000,000) each occurrence and five million dollars (\$5,000,000) aggregate.

\*Please note, the City will require a separate additional insured endorsement for the Commercial General Liability policy, listing the "City of Foster City, its Council members, officials, agents, officers, and employees".

**[FOR THE FOLLOWING INSURANCE REQUIREMENTS, PLEASE CONSIDER IF EACH IS APPROPRIATE FOR THE SERVICE TO BE PROVIDED AND FOR THE CONSULTANT. UNCHECK THE CHECKBOX FOR ANY INSURANCE REQUIREMENT THAT IS NOT APPLICABLE. PLEASE CONTACT THE CITY MANAGER'S OFFICE WITH ANY QUESTIONS.]**

☒ Business Automobile Liability Insurance

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of Services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least two million dollars (\$2,000,000) each occurrence.

☒ Workers' Compensation Insurance

Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

☒ Professional Liability Insurance

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with no exclusion for claims of one insured against another insured, with coverage equal to the policy limits, which shall not be less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

1.2 Self-Insured Retention

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of insurance or other documentation provided to City and must be approved by the City Risk Manager.

1.3 Claims-Made Basis Coverage

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

2. **City as Additional Insured**

On Consultant's Commercial General Liability and Automobile policies, the City, its Council members, officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10

01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.

**3. Insurance terms and conditions:**

**3.1 Cancellation of Insurance**

The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

3.2 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII Any exception to these requirements must be approved by the City Risk Manager.

3.3 If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The City will not accept such coverage unless the City determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.

3.4 For any claims related to the Agreement, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3.5 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

3.6 Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, City may purchase such required insurance coverage, and without further notice to Consultant, City shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by City for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse City for the premiums and any associated costs, Consultant agrees to reimburse City for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by City to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

3.7 Should any of the required insurance (other than errors and omissions insurance) be provided under a form of coverage that includes a general annual aggregate limit or provides that

claims investigation or legal defenses costs be included in such general aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limit specified above.

3.8 City may (but is under no obligation to) secure project-specific insurance, wrap-up insurance, or administer an owner controlled insurance program ("OCIP"), in which case Consultant and its subconsultants shall communicate this fact to their insurance carriers and request that the risk of this project be excluded from their practice policies. Consultant's fees under this Agreement (and the fee of its subconsultants under subconsultant agreements) shall be reduced by the amount of insurance premiums that may be avoided by Consultant and its subconsultants by virtue of the City's obtaining the project-specific insurance, wrap-up insurance or administering an OCIP, and the exclusion of this project from coverage of Consultant's and subconsultants policies. Construction Manager and its subconsultants shall afford City access to their books and records and cooperate with City in verifying the amount of savings realized.

## **ATTACHED**

1. Insurance Coverage Form

**EXHIBIT C**

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: \_\_\_\_\_ Effective Work Date(s): \_\_\_\_\_

Description of Work/Locations/Vehicles: \_\_\_\_\_

**ADDITIONAL INSURED:** **City of Foster City/Estero Municipal Improvement District (CITY)**  
**610 Foster City Boulevard, Foster City, CA 94404**  
**Attention:** \_\_\_\_\_

**Contract Administrator**

<b>Endorsement and Certificates of Insurance Required</b> The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)		<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/>	<b>General Liability:</b> (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/>	<b>Auto Liability:</b> the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<b>Other:</b>			
<b>Certificates of Insurance Required (no endorsement needed) (Check all that apply)</b>		<b>Insurer</b>	<b>Policy No.</b>
<input type="checkbox"/>	<b>Workers Compensation:</b> work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<b>Professional Liability:</b>			

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

**PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

**Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.**

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)**

**ORGANIZATION:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** (     ) \_\_\_\_\_ **DATE ISSUED:** \_\_\_\_\_



EXHIBIT D  
**COVID-19 AMENDMENT/ATTACHMENT**  
**(Consulting Agreement Form)**

This COVID-19 Amendment/Attachment amends the Agreement between \_\_\_\_\_  
("City") and \_\_\_\_\_ ("Consultant") dated \_\_\_\_\_.

**1. Definitions**

A. The 2019 novel coronavirus and the disease it causes are collectively referred to herein as **"COVID-19"**.

B. A **"COVID-19 Condition"** is something attributable to COVID-19 not caused by the Consultant (which for purposes herein includes all subconsultants) and beyond its reasonable control including but not limited to COVID-19 Proclamations and supply chain disruptions due to COVID-19, and other circumstances concerning COVID-19 not caused by the Consultant and which are beyond its reasonable control.

C. A **"COVID-19 Proclamation"** includes but is not limited to orders, directives and guidance concerning COVID-19 that have been issued, and which may be issued from time to time, by public agencies or regulatory bodies, the CDC or OSHA or Cal/OSHA, including without limitation the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards. Consultant acknowledges that those orders, directives and guidance may require the Project to shut down or otherwise increase the Consultant's cost or time of performance by calling for things such as social distancing and the use of personal protective equipment. In the event of conflicting COVID-19 Proclamations, the Consultant shall follow the most applicable, restrictive and newest COVID-19 Proclamations.

D. An **"Unknown COVID-19 Condition"** is a COVID-19 Condition the Consultant did not know about, and reasonably should not have known about, as of the date the Consultant submitted its proposal. The requirements contained in COVID-19 Proclamations issued before submission of a proposal are not Unknown COVID-19 Conditions, and the Consultant will be deemed to have knowledge of those requirements.

E. An **"Unknown COVID-19 Cost"** is a cost that: (i) is solely attributable to an Unknown COVID-19 Condition; (ii) is reasonable and unavoidable under the circumstances; (iii) is not the result of the Consultant's failure to comply with the contract documents or a COVID-19 Proclamation; and (iv) is not the result of a subconsultants failure to comply with a COVID-19 Proclamation in connection with the performance of the Services.

**2. COVID-19 Conditions and Proposal.** Consultant is expected to know and is deemed to have known about COVID-19 Conditions when it submits its proposal, and COVID-19 Conditions must be accounted for in the Consultant's price and schedule. In order to be entitled to any relief from a COVID-19 Condition, the Consultant must demonstrate that the issue, cost or delay is due to an Unknown COVID-19 Condition.

**3. Compliance with COVID-19 Proclamations.**

A. Consultant shall comply with COVID-19 Proclamations in the performance of the Services, irrespective of when the COVID-19 Proclamations are issued, and as they pertain to performance of the Services. The cost of such compliance is non-compensable, except as otherwise expressly stated herein.

B. Consultant is responsible to ensure that its subconsultants and suppliers comply with COVID-19 Proclamations at all times in connection with the performance of their Services.

**4. Delay.** The Consultant is entitled to a reasonable time extension for an Unknown COVID-19 Condition. Such time extension is non-compensable.

**5. City Directed Suspension.** The City may suspend Services due to COVID-19 health concerns, even though the Consultant may be allowed to proceed with the Services based on COVID-19 Proclamations. The City may suspend the Services for its convenience. The Consultant is entitled to a time extension for a City Directed Suspension, and the contract amount will be equitably adjusted if and to the extent Consultant incurs increased costs that are Unknown COVID-19 Costs.

**6. Compensation for COVID-19 Costs.** City will reimburse the Consultant for Unknown COVID-19 Costs that are not included in the schedule of values.

**7. Safe Work Practices.** Consultant shall implement safe work practices recommended by CDC or OSHA or Cal/OSHA, which may include, inter alia, screening all employees, subconsultants, or others ("worker(s)") at all locations where Services are performed for signs and symptoms of COVID-19; adopting staggered work schedules, e.g., providing alternating workdays or extra shifts, to reduce the total number of employees on a site at any given time and to ensure physical distancing; identifying choke points where workers are forced to stand together, such as hallways and elevators, ingress and egress points, break areas, and buses, and implement policies to maintain social distancing; coordinating deliveries in line with the employer's minimal contact and cleaning protocols; and instituting a rigorous housekeeping program to reduce dust levels at all exterior locations. Consultant remains fully responsible for following and complying with changes to recommended safe work practices from time to time.

**8. Monitoring and Reporting.** City may require the Consultant to actively monitor the health of its workers through temperature checks and questionnaires of major COVID-19 symptoms, including but not limited to cough, fever above 100.4 degrees Fahrenheit and shortness of breath. Consultant shall immediately report to City any outbreaks of COVID-19 among its workers. The Consultant shall not knowingly allow any worker who has tested positive with COVID-19 to enter a City building. In the event of an outbreak or an exposure to COVID-19, the City may impose appropriate mitigation strategies which may be in consultation with the public health officer.

**9. Conflicts.** In the event of an inconsistency between this COVID-19 Amendment and the Agreement, this Addendum shall control.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, the City and Consultant have executed this Covid-19 Amendment as of the date set forth above.

CONSULTANT:

CITY:

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Signature

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Signature

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Print Name & Title

---

Print Name & Title

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/14/2022	146266	AARON LINKIN	SUMMER CONCERT - 7/22/22	2,000.00
7/14/2022	146267	ALEXANDER VOLOKITIN	UNIFORM ALLOWANCE - POLICE	60.00
7/14/2022	146268	ALLIANT INSURANCE SERVICES INC	2022 - 2023 POLLUTION LIABILITY PREMIUM INSURANCE	2,924.56
7/14/2022	146269	ALPHA ANALYTICAL LABORATORIES INC.	LAGOON WATER QUALITY TEST	900.00
7/14/2022	146270	ANIMAL DAMAGE MANAGEMENT, INC.	GROUND SQUIRREL CONTROL	350.00
7/14/2022	146271	BAY AREA BARRICADE SERVICE, INC.	SIGNS- STREET PROGRAM	2,641.72
7/14/2022	146272	BAY AREA WATER SUPPLY & CONSERVATION AGENCY	EARTH CAPADES	8,041.98
7/14/2022	146273	BAYSIDE BUILDING MATERIALS	MISCELLANEOUS SUPPLIES - PARK PROGRAM	2,072.27
7/14/2022	146274	BURKE, WILLIAMS & SORENSEN, LLP	CITY ATTORNEY SERVICES - APRIL 2022	67,114.50
7/14/2022	146275	BURR PLUMBING & PUMPING INC.	GREASE TRAP MAINTENANCE	225.00
7/14/2022	146276	C/CAG	GENERAL FUND ASSESSMENT	107,534.00
7/14/2022	146277	MIKE CABRAL	SYNTHETIC TURF REBATE	1,200.00
7/14/2022	146278	CASEY DOSS	SUMMER CONCERT - 8/12/2022	1,500.00
7/14/2022	146279	CHEMSEARCH	ECO FLOW BIOAMP PROGRAM	1,893.28
7/14/2022	146280	CHRISTOPHER S. RUDNICKI	GOOSE CONTROL SERVICES	9,845.00
7/14/2022	146281	CINTAS CORPORATION	UNIFORM/LAUNDRY SERVICE - JUNE 2022	203.54
7/14/2022	146282	CITY OF SOUTH SAN FRANCISCO	7/22/2022 MEETING - JON FROOMIN, PATRICK SULLIVAN, RICH A WASTHI, SAM HINDI, & SANJAY GEHANI	250.00
7/14/2022	146283	CLARK PEST CONTROL OF STOCKTON INC	PEST AWAY SERVICE - JULY 2022	227.00
7/14/2022	146284	COMMUNICATION ACADEMY	INSTRUCTOR FEE - WRITING	168.00
7/14/2022	146285	COOKING ROUND THE WORLD	INSTRUCTOR FEE - COOKING	2,778.00
7/14/2022	146286	CORE & MAIN LP	MISCELLANEOUS SUPPLIES - STREET PROGRAM	9,210.95
7/14/2022	146287	CORY CALL	POST TRAINING - CORY CALL	1,331.07
7/14/2022	146288	COUNTY OF SAN MATEO	LAFCO OPERATING EXPENSES -FY 2022-2023	8,843.00
7/14/2022	146289	CREATE MIX & MINGLE	INSTRUCTOR FEE - CREATE MIX & MINGLE	3,008.00
7/14/2022	146290	CRESCO EQUIPMENT RENTALS	MISCELLANEOUS SUPPLIES - STREET PROGRAM	1,956.16

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/14/2022	146291	CSG CONSULTANTS INC.	FOSTER SQUARE - LENNAR DEVELOPMENT BALANCE	40.00
7/14/2022	146292	CYGNET ENTERPRISES INC.	LAGOON WATER QUALITY TEST	5,925.39
7/14/2022	146293	DANIEL WEBER	VISION REIMBURSEMENT - DANIEL WEBER	182.66
7/14/2022	146294	DEPARTMENT OF CONSERVATION	SMIP FOR 04/1/2022 - 06/30/2022	3,732.21
7/14/2022	146295	DIVISION OF THE STATE ARCHITECT	SB 1186 FOR - APRIL 1, 2022 - JUNE 30, 2022	80.80
7/14/2022	146296	DOUGLAS YOUNG	VISION REIMBURSEMENT 1 OF 2 - DOUGLAS YOUNG	41.54
7/14/2022	146297	DOUGLAS YOUNG	VISION REIMBURSEMENT 2 OF 2 - DOUGLAS YOUNG	147.66
7/14/2022	146298	ERLER & KALINOWSKI, INC.	WATER SUPPLY ASSESSMENT	3,534.70
7/14/2022	146299	EOA, INC.	LAGOON WATER TEST - 2/2022 - 6/2022	2,533.00
7/14/2022	146300	ERIC DREESMAN	EMPLOYEE REIMBURSEMENT - ERIC DRESSMAN	37.91
7/14/2022	146301	ESTERO MUNICIPAL IMPROVEMENT DISTRICT	WATER SERVICES - APRIL - JUNE 2022	344.96
7/14/2022	146302	EWING IRRIGATION PRODUCTS	MISCELLANEOUS MATERIAL & IRRIGATION SUPPLIES - PARKS	922.75
7/14/2022	146303	FANCY LEONG	CLASS REFUND - BREAKAWAY 22-3	520.00
7/14/2022	146304	FILCO LLC	EVENT CONCESSIONS DEPOSIT	2,500.00
7/14/2022	146305	FIREMASTER	KITCHEN HOOD & DUST SYSTEM	815.78
7/14/2022	146306	ROGER FISHER	UNIFORM ALLOWANCE - POLICE	60.00
7/14/2022	146307	FITI RUSLI	VISION REIMBURSEMENT - FITI RUSLI	200.00
7/14/2022	146308	FORELAND PARTS INC.	AUTO PARTS	128.20
7/14/2022	146309	GANESH SUBRAMANI BABU	CLASS REFUND - WAYOUTBACK22-4	960.00
7/14/2022	146310	GARRETT GOTTHARDT	VISION REIMBURSEMENT - GARRETT GOTTHARDT	171.74
7/14/2022	146311	GAWFCO ENTERPRISES INC	CARWASH SERVICES - JUNE 2022	404.55
7/14/2022	146312	SANJAY GEHANI	SYNTHETIC TURF REBATE	1,680.00
7/14/2022	146313	GENARO MUNOZ	VISION REIMBURSEMENT - GENARO MUNOZ	200.00
7/14/2022	146314	GEORGE BEAVERS	VISION REIMBURSEMENT - GEORGE BEAVERS	182.63
7/14/2022	146315	GLOBAL INDUSTRIAL	INDUSTRIAL SUPPLIES & MATERIALS - PARKS	3,304.88
7/14/2022	146316	GOETZ BROTHERS SPORTING GOODS	MEN'S & WOMEN'S SOFTBALLS	1,749.65

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/14/2022	146317	THE GOODYEAR TIRE & RUBBER COMPANY	AUTO PARTS	1,282.19
7/14/2022	146318	RUEDI GRAF	INSTRUCTOR FEE - SOCCER	2,198.00
7/14/2022	146319	GRAINGER	MISCELLANEOUS SUPPLIES - WATER PROGRAM	2,188.82
7/14/2022	146320	GRANITE ROCK COMPANY #26462	MISCELLANEOUS SUPPLIES - STREET PROGRAM	3,657.81
7/14/2022	146321	GRAPHIC ELECTRONICS, INC.	MEMORIAL BENCH PLATE	235.00
7/14/2022	146322	HOME DEPOT CREDIT SERVICES	MISCELLANEOUS SUPPLIES - PARKS, SEWER, AND WATER PROGRAM	6,159.47
7/14/2022	146323	ICMA MEMBERSHIP RENEWALS	ICMA MEMBERSHIP FY2022/2023	200.00
7/14/2022	146324	INTERSTATE TRAFFIC CONTROL PROD INC	MISCELLANEOUS SUPPLIES - STREET PROGRAM	4,592.44
7/14/2022	146325	IWONA SAMSEL	CLASS REFUND - BREAKAWAY 22-3	420.00
7/14/2022	146326	JAMES GERANIOS	EMPLOYEE REIMBURSEMENT - JAMES GERANIOS	4,086.38
7/14/2022	146327	JAY'S TOWING SERVICE LLC	TOWING SERVICES	95.00
7/14/2022	146328	ZHIMEI JIANG	INSTRUCTOR FEE - CREATE & LEARN INC	183.40
7/14/2022	146329	JOANNE DAI	UTILITY OVERPAYMENT REFUND	135.98
7/14/2022	146330	JOE TAMAYO	VISION REIMBURSEMENT - JOSE TAMAYO	200.00
7/14/2022	146331	JOSE ROJO	VISION REIMBURSEMENT - JOSE ROJO	193.78
7/14/2022	146332	JULIO CLEANING AND MAINTENANCE	JANITORIAL SERVICE - 7/4/2022	2,160.00
7/14/2022	146333	JUSTIN LEVERS	VISION REIMBURSEMENT - JUSTIN LEVERS	200.00
7/14/2022	146334	KATRINA RELOS	LAGOON ROOM REFUND	500.00
7/14/2022	146335	KELLY-MOORE PAINT COMPANY INC.	PAINT SUPPLIES	145.71
7/14/2022	146336	KOFF & ASSOCIATES, INC.	CLASSIFICATION STUDY SERVICES - JUNE 2022	1,842.50
7/14/2022	146337	KOFFLER ELECTRICAL MECHANICAL	PUMP REPAIR	20,739.22
7/14/2022	146338	L & M DISTRIBUTION INC	TENNIS COURT SUPPLIES	1,104.42
7/14/2022	146339	LDVALI, LLC	INSTRUCTOR FEE - LINE DANCE	495.00
7/14/2022	146340	LORAL LANDSCAPING INC.	REPAIR IRRIGATION LEAK - EAST HILLSDALE & FOSTER CITY BLVD.	295.00
7/14/2022	146341	LYNGSO GARDEN MATERIALS, INC.	GROUND REDWOOD BARK	5,127.50

**City of Foster City, CA**  
**Accounts Payable Check Register**

Check Date	Check Number	Vendor Name	Description	Check Amount
7/14/2022	146342	MARLENE SUBHASHINI	EMPLOYEE REFUND - MARLENE SUBHASHINI	10.07
7/14/2022	146343	MAROON VIBES	SUMMER CONCERT - 8/5/2022	1,000.00
7/14/2022	146344	MCMASTER-CARR	TAGS AND TAPE	65.20
7/14/2022	146345	MELISSA LIN	VISION REIMBURSEMENT - MELISSA LIN	200.00
7/14/2022	146346	METRO LIGHTING DBA WESCHEM INC.	LIGHTING SUPPLIES	410.68
7/14/2022	146347	MIMI LAM	VISION REIMBURSEMENT - MIMI LAM	200.00
7/14/2022	146348	MISSION LINEN SUPPLY-UNIFORM	LAUNDRY SERVICES	98.00
7/14/2022	146349	MORRIS MOUSSA	INSTRUCTOR FEE - YOUTH CERAMICS	1,802.50
7/14/2022	146350	MURRAYSMITH INC	CIP690:SEISMIC IMPROVEMENT MANAGEMENT	5,248.00
7/14/2022	146351	N. GLANTZ & SON LLC	SIGN MAKING MATERIALS	875.65
7/14/2022	146352	NANOGAN SCIENCE & SERVICES, LLC	INSTRUCTOR FEE - MAD SCIENCE	4,008.00
7/14/2022	146353	NAVIA BENEFIT SOLUTIONS, INC.	PARTICIPANT FEE - JUNE 2022	99.00
7/14/2022	146354	NBC SUPPLY CORP	LATEX EXAM GLOVES	2,955.05
7/14/2022	146355	NORCAL SOUND CO.	SOUND SERVICES - JULY 2022	7,650.00
7/14/2022	146356	NWESTCO LLC	UST OPERATOR INSPECTION	250.00
7/14/2022	146357	OFFICE DEPOT	OFFICE SUPPLIES	845.29
7/14/2022	146358	OPEN AIR CINEMA LLC	PROJECTOR KIT	5,931.00
7/14/2022	146359	GREGORY N ORDUYAN	INSTRUCTOR FEE - GRAPHIC DESIGN	1,449.00
7/14/2022	146360	NATHAN OWENS	SUMMER CONCERT - 7/29/22	2,000.00
7/14/2022	146361	PAGE GLASS COMPANY	WINDOW REPAIRS	879.64
7/14/2022	146362	PACIFIC GAS & ELECTRIC COMPANY	ELECTRICITY AND GAS - JUNE 2022	11,053.99
7/14/2022	146363	PACIFIC OFFICE AUTOMATION, INC	COPIER USAGE CHARGES	1,553.66
7/14/2022	146364	ANTHONY REY PADILLA	UNIFORM ALLOWANCE - POLICE	60.00
7/14/2022	146365	PEI MIN LI	VISION REIMBURSEMENT - PEI MIN LI	200.00
7/14/2022	146366	PEN MEDIA	MONTHLY COUNCIL AND PLANNING COMMISSION MEETINGS VIDEO SERVICE FEE AND TECHNICIAN SERVICE FEE - MAY - JUNE 2022	4,950.00

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7/14/2022	146367	PENINSULA GYMNASTICS	INSTRUCTOR FEE - GYMNASTICS	544.00
7/14/2022	146368	PENINSULA POWER WASH	PRESSURE WASHING SERVICES	12,095.00
7/14/2022	146369	PENINSULA SPORTS OFFICIALS ASSOC.	ADULT SOFTBALL UMPIRES	94.00
7/14/2022	146370	PENINSULA UNIFORMS & EQUIPMENT, INC.	POLICE EQUIPMENT & SUPPLIES	4,010.82
7/14/2022	146371	PERS LONG-TERM CARE PROGRAM	INSURANCE PREMIUM - JULY 2022	134.83
7/14/2022	146372	PETTY CASH/FC POLICE DEPT	PETTY CASH REIMBURSEMENT	259.17
7/14/2022	146373	PETTY CASH/JACQUELYN TIFFANY	KITCHEN SUPPLIES	248.30
7/14/2022	146374	PICASSO PAINTING	PAINT 27 STREET POLES	18,350.00
7/14/2022	146375	FERGUSON ENT #3325-DBA POLLARDWATER	MISCELLANEOUS SUPPLIES - WATER PROGRAM	656.25
7/14/2022	146376	PLAN JPA	GENERAL LIABILITY AND PROPERTY MEMBER CONTRIBUTIONS	1,017,425.00
7/14/2022	146377	POP FICTION LLC	CONCERT FINAL PAYMENT - 7/15/22	900.00
7/14/2022	146378	POWERDMS, INC.	SOFTWARE UPDATES	5,994.82
7/14/2022	146379	PREFERRED ALLIANCE	"DOT" COMPLIANCE EXPENSE - MAY 2022	237.80
7/14/2022	146380	PRUDENTIAL OVERALL SUPPLY	TOWEL/UNIFORM LAUNDRY SERVICE	78.31
7/14/2022	146381	READYREFRESH BY NESTLE	DRINKING WATER - JUNE 2022	297.11
7/14/2022	146382	REGIONAL GOVERNMENT SERVICES (RGS)	LEVEE PROJECT SERVICES -MAY 2022	6,993.00
7/14/2022	146383	RICOH USA, INC	COPIER SERVICES	226.32
7/14/2022	146384	SAN MATEO CO CONTROLLER'S OFFICE	SHARED PARKING PENALTY REVENUE - JUNE 2022	632.60
7/14/2022	146385	COUNTY OF SAN MATEO	CLETS ACCESS - JUNE 2022	493.52
7/14/2022	146386	SAN MATEO LAWN MOWER SHOP	MISCELLANEOUS SUPPLIES - STREET PROGRAM	3,473.56
7/14/2022	146387	SCHAAF & WHEELER CONSULTING	CIP657:LEVEE PROTECTION PLANNING AND IMPROVEMENTS - MAY 2022	125,408.59
7/14/2022	146388	SERVICE PRESS INC.	BUSINESS CARDS - LOUIS SUN	173.83
7/14/2022	146389	SHI FU	CLASS REFUND - WAYOUTBACK 22-4	455.00
7/14/2022	146390	SHIMMICK CONSTRUCTION COMPANY INC	CIP657:LEVEE PROTECTION PLAN AND IMPROVEMENT - JUNE 2022	1,707,688.88



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7/14/2022	146391	SOMYUNG RICHMOND	CLASS REFUND -SUMMER22.K2A	193.00
7/14/2022	146392	SST BENEFITS CONSULTING & INS SVCS.	QUARTERLY MEETING - 4TH QUARTER 2021	3,500.00
7/14/2022	146393	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	172.56
7/14/2022	146394	T.H.E. OFFICE CITY	OFFICE SUPPLIES	1,036.28
7/14/2022	146395	KAREN M TESKE	INSTRUCTOR FEE - ZUMBA	541.32
7/14/2022	146396	THE EDCCO GROUP, INC.	SOFTWARE SUPPORT SERVICES	24,266.00
7/14/2022	146397	THE HOME DEPOT PRO	JANITORIAL SUPPLIES - PARKS PROGRAM	1,680.25
7/14/2022	146398	THERMAL MECHANICAL INC.	HVAC SYSTEM REPAIR	3,800.00
7/14/2022	146399	THOMAS SANSFIELD	INSTRUCTOR FEE - TENNIS	5,857.60
7/14/2022	146400	TIFCO INDUSTRIES	MISCELLANEOUS SUPPLIES - VEHICLE PROGRAM	537.03
7/14/2022	146401	TRACKER, A DIVISION OF C2, LLC.	ANNUAL FEE - 6/30/2022 - 6/30/2023	4,380.00
7/14/2022	146402	TRAFFIC PATTERNS,LLC	CIP697:TRAFFIC SIGNAL DESIGN	5,145.00
7/14/2022	146403	TRI-VALLEY MOTO	MOTORCYCLE PARTS	1,114.39
7/14/2022	146404	TRIPEPI, SMITH & ASSOCIATES, INC.	CIP657:LEVEE PROTECTION PLANNING AND IMPROVEMENT - JUNE 2022	7,893.75
7/14/2022	146405	HENRY TRUONG	UNIFORM ALLOWANCE - POLICE	60.00
7/14/2022	146406	TURBO DATA SYSTEM, INC.	CITATION PROCESSING - JUNE 2022	32.62
7/14/2022	146407	ULINE	7 PNL PORTABLE RM DIVIDER	1,623.53
7/14/2022	146408	UNITED LABORATORIES	MISCELLANEOUS SUPPLIES - SEWER PROGRAM	3,473.20
7/14/2022	146409	URBAN PLANNING PARTNERS INC.	PROFESSIONAL SERVICES - MAY 2022	5,175.00
7/14/2022	146410	VERITIV OPERATING COMPANY	JANITORIAL SUPPLIES	112.28
7/14/2022	146411	VISION SERVICE PLAN - (CA)	VISION PREMIUM - JULY 2022	1,218.77
7/14/2022	146412	WE GO LOGO	DEPARTMENT APPAREL	616.97
7/14/2022	146413	WEI LEW	REFUND - MEMORIAL BENCH	3,500.00
7/14/2022	146414	WENDY LIU	CLASS REFUND - CAMP22.A4-A	837.00
7/14/2022	146415	WEST MARINE PRODUCTS, INC.	MISCELLANEOUS SUPPLIES - LAGOON PROGRAM	902.23
7/14/2022	146416	WILSEY HAM	PROFESSIONAL SERVICES - CIP657:LEVEE PROTECTION	1,416.00

Prepared Date 7/14/2022

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Check Date	Check Number	Vendor Name	Description	Check Amount
7/14/2022	146417	YUAN GAO	SMART CONTROLLER REBATE	157.92
7/14/2022	146418	ZUMAR INDUSTRIES	STREET SIGNS	4,492.06
7/14/2022	146419	888 INC	INSTRUCTOR FEE - TENNIS	1,004.80
				3,370,521.66

Submitted for Information:

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Edmund Suen, City Treasurer

CHECKS ON THIS REGISTER PROCESSED AND MAILED ON JULY 14, 2022

Prepared Date 07/14/2022

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ACH Date	ACH	Vendor Name	Description	Amount
7/14/2022	ACH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)	1959 SURVIVOR BILLING - MISCELLANEOUS CLASSIC 32558	3,783.50
7/14/2022	ACH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)	1959 SURVIVOR BILLING - MISCELLANEOUS PEPRA 27504	3,172.50
7/14/2022	ACH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)	1959 SURVIVOR BILL - SAFETY PD CLASSIC 1ST TIER 32556	925.90
7/14/2022	ACH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)	1959 SURVIVOR BILLING - SAFETY PD PEPRA 25911	1,029.30
7/14/2022	ACH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)	1959 SURVIVOR BILL - SAFETY PD CLASSIC - 2ND TIER 32557	112.80
7/14/2022	ACH	CALIFORNIA BUILDINGS STANDARDS COMMISSION	GREEN BUILDING FEE FOR 4/1/2022-6/30/2022	1,987.20
				<hr/> 11,011.20

Submitted for Information:

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Edmund Suen, City Treasurer  
ACH ON THIS REGISTER PROCESSED ON JULY 14, 2022