



City of Daly City

## **REQUEST FOR PROPOSALS**

### ***Civic Center Generator Replacement and Underground Fuel Storage Tank Removal Project***

#### **Engineering Design Services**

Date Released: October 15, 2020

**Electronic proposals are due by 4:00 P.M., November 20, 2020**

**TO:**

**Kevin Fehr  
City Engineer  
[kfehr@dalycity.org](mailto:kfehr@dalycity.org)**

**City of Daly City  
Public Works Department - Engineering Division  
333 90<sup>th</sup> Street  
Daly City, CA 94015**

## I. INTRODUCTION

The City of Daly City hereby requests proposals for engineering design services for the Civic Center Generator Replacement and Underground Fuel Storage Tank Removal project. All questions regarding this Request for Proposals (RFP) shall be directed to Kevin Fehr, City Engineer, at [kfehr@dalycity.org](mailto:kfehr@dalycity.org). Questions submitted after the questions submittal deadline listed in this RFP may not be answered. At the City's discretion, a list of questions and answers may be published.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in Section III, "SCOPE OF WORK," of this RFP. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized consultants and financial resources to carry out the work without delay or shortcomings and in accordance with the project schedule. Proposals shall be submitted electronically to the previously provided e-mail address, **no later than 4:00 p.m. on November 20, 2020**. The City may amend this RFP prior to the submittal deadline, at its discretion.

Additionally, firms that have not been pre-qualified by the City through the City's 2018 On-Call General Engineering Services RFQ selection process and are not on the City's on-call list to provide design services shall, under separate cover, submit additional qualifications per Section III.G.

## II. PROJECT DESCRIPTION

The project will remove and replace an existing emergency generator and automatic transfer switch at City Hall, and will include removal of an existing underground fuel storage tank in accordance with applicable environmental regulations and permits. The final design of the project will be based on an electrical load study for the electrical service served by the generator, and based on review of the consultant's feasibility study of the underground tank removal. The project is located at 333 90<sup>th</sup> Street in Daly City, California, 94015.

## III. SCOPE OF WORK

The Consultant shall perform the following professional services described in this section.

### A. PROJECT MANAGEMENT AND COORDINATION

The Consultant shall produce a schedule of work and conduct periodic meetings (phone conference and coordination meetings) with the City to discuss progress.

#### **Deliverables:**

- Meeting minutes for all design meetings
- Schedule of work – updated monthly
- Progress report with invoice

## **B. ELECTRICAL LOAD STUDY**

The Consultant shall perform an electrical load analysis of the existing electrical service that is serviced by the generator to recommend a model and capacity of the replacement generator. The existing generator at the site has the following specifications:

Location: 333 90<sup>th</sup> Street, Daly City, 94015  
Manufacturer: Synergy  
Model: 8083-7416  
Year: Unknown  
kW: 405

### **Deliverables:**

- Electrical Load Study (1 draft, 1 final)
- Generator Selection

## **C. UNDERGROUND FUEL TANK REPLACEMENT FEASIBILITY STUDY**

The Consultant shall study the feasibility of replacing the underground 2000-gallon fuel storage tank with an above ground fuel storage tank. The study shall include the feasibility of removing the 2000-gallon underground fuel storage tank and associated monitoring equipment, and replacing it with an aboveground fuel storage tank and monitoring equipment, prior to incorporating design of its replacement into the project. The Consultant shall provide preliminary life cycle cost estimates for removal and replacement of the underground fuel storage tank, inclusive of all construction and permitting costs, and shall compare the maintenance and monitoring costs of the existing underground fuel storage tank against an above ground fuel storage tank, in consultation with City staff.

### **Deliverables:**

- Underground Fuel Tank Replacement Feasibility Study (1 draft, 1 final)

## **D. PROJECT DESIGN**

### **Generator Replacement**

The project includes the scope of work associated with the generator replacement:

- Demolition
- Generator removal and replacement
- Associated above-ground fuel storage system and monitoring equipment
- Generator pad and layout
- Electrical systems design
- Supporting calculations

- Supporting information to require the contractor to maintain back-up generator power to the site at all times during construction
- All other associated electrical, mechanical, civil design elements required to develop PS&E for public bidding
- City will obtain permits for the new generator

### **Underground Fuel Tank Removal – Permitting and Design (Optional)**

The project includes the scope of work associated with the underground fuel tank removal if directed by the City upon review of the feasibility study:

- Demolition
- Underground fuel storage tank removal and backfill
- Compliance with all environmental regulations including but not limited to County, state or federal permit applications, soil testing, report preparation, and all other work to provide for environmental compliance
- All other associated electrical, mechanical, civil design elements required to develop PS&E for public bidding

### **Topographic Survey**

Topographic surveys of the immediate surroundings identifying above-ground and underground structures, utilities, and all other prominent features that will affect project design are required. This information shall be shown on the project plans.

### **City-Provided Information**

Reference drawings and photos are provided for reference only in Exhibit B

### **Design Deliverables:**

- Consultant shall begin design after approval of electrical load and underground tank removal studies, and direction from the City
- 35%, 65%, and 95% Plans, Specifications & Estimates submittals in both paper and electronic format.
  - Specifications shall be submitted beginning with the 95% submittal, include both City standard specifications and additional technical specifications not covered by City standard specifications.
  - PS&E shall be submitted on the City's standard title block reproducible in 11x17 format for plans, 8.5x11 for specifications and estimates.
  - Plans shall include all necessary plan sheets including but not limited to demolition, grading, horizontal control, erosion control, civil, mechanical, and electrical drawings.

## **E. BID SUPPORT SERVICES**

The Consultant shall be available and respond to questions concerning the plans, specifications and estimates prior to bid opening and shall prepare contract addenda, if needed.

**Bid Support Deliverables:**

- Pre-bid conference attendance (if required)
- Corresponding, question and answer responses, addenda preparation

**F. CONSTRUCTION SUPPORT SERVICES**

The Consultant shall provide support services to the City during construction of the project. At a minimum, these services are anticipated to include attendance at the pre-construction conference, reviewing Contractor submittals and responding to Contractor requests for information, providing recommendations for any necessary construction changes due to unforeseen field conditions, assisting with the review of Contract Change Orders, reviewing construction for acceptance, and preparation of as-built drawings in accordance with City standards.

**Construction Support Deliverables:**

- Pre-construction conference attendance
- Submittal reviews
- RFI reviews and responses
- Assistance with construction changes including but not limited to response to questions, RFIs, unforeseen field conditions, assistance with contract change orders, plan and specification revisions, and final walkthrough
- As-builts prepared in accordance with City Standards

**G. ADDITIONAL REQUIREMENTS FOR FIRMS NOT PRE-QUALIFIED**

Consultants not yet pre-qualified by the City to provide electrical engineering services and are not yet listed on the City's 2018 On-Call General Engineering Services shall submit, under separate cover, one (1) electronic version (PDF format) of their qualifications. The qualifications should be no more than 30 pages, including resumes, cover letter, cover, and table of contents. The qualifications must include, at a minimum, the following information:

1. A summary of the consultant's understanding of the contract requirements as a whole and the unique capabilities to perform the services required.
2. The Categories of Work below is to be filled out with the services included in the proposal. The consultant must check Construction management/inspection of projects with federal grant funding.

- Design of street slurry seal projects

- Design of street resurfacing/rehabilitation projects
  - Design of concrete curb ramp and sidewalk projects
  - Design of pedestrian and bicycle facilities improvements
  - Design of water and sewer main replacement projects
  - Construction management
  - Construction inspection
  - Geotechnical engineering
  - Land surveying
  - Traffic engineering
  - Landscape architecture
  - Preparation of applications for grant funding for transportation, storm water, recycled water, etc.
  - Design of projects with federal grant funding
  - Construction management/inspection of projects with federal grant funding
  - Plan Checking
  - Checking and Signing Final Maps
  - Ability to Provide Staff Augmentation
  - Drainage analysis
  - Hydraulic modeling
  - ADA consultant
  - Architectural design
  - Mechanical engineering
  - Electrical engineering
3. The consultant's experience and history in providing general engineering services for the categories of work to be performed. Include references of persons, firms, or agencies that the City may contact to verify the experience of the consultant.
  4. A table of organization setting forth the project manager, supporting staff, and sub-consultants.
  5. A statement of qualifications and experience for each licensed individual expected to perform work on this contract. Firms must be able to provide sufficient staffing with qualified individuals as needed to be responsive to the on-call nature of the contract.
  6. Consultant fee schedule for a typical general engineering services contract.

7. An identification of any modifications to the attached Professional Consulting Services Agreement (Exhibit A) the consultant would require prior to entering into an agreement with the City.

#### **IV. PROPOSAL REQUIREMENTS**

Proposers shall submit a concise proposal clearly addressing all of the requirements outlined in the RFP. Proposers shall submit electronically a proposal containing 8-1/2" x 11" sheet sizes for the text and 11" x 17" sheet sizes for any fold-out drawings. Proposals shall be no more than 20 pages, including resumes and the cover letter. Double sided pages will count as two pages. The proposal must include, at a minimum, the following information:

##### Proposal

- A. A summary of the consultant's understanding of the project as a whole and the unique capabilities to perform the services required.
- B. The consultant's experience and history in performing this type of work. Include references of persons, firms, or agencies that the City may contact to verify the experience of the consultant.
- C. A description of the consultant's implementation plan and a proposed project schedule including a list of tasks and deliverables.
- D. An identification of any modifications to the attached Professional Services Agreement (Exhibit A) the Consultant will request prior to entering into an agreement with the City.
- E. Proposals shall remain effective for ninety (90) days beyond the submittal date.

##### Fee Schedule (shall be submitted in a separate sealed envelope; or shall be submitted in a separate PDF file for electronic submittals)

- A. Consultant fee schedule for the duration of the project, including proposed level of effort (in hours and cost) for each major task, proposed level of effort for optional tasks as requested in this RFP (if any) and additional optional tasks proposed by the Consultant. Costs and effort shall be broken down by task and shall provide the proposed cost by task and an overall proposed cost.
- B. A fully loaded hourly rates schedule for key staff and subcontractors.

#### **V. CONSULTANT SELECTION PROCEDURE**

- A. EVALUATION CRITERIA

Proposals received by the City will be evaluated based on the following factors:

- Firm Qualifications: Technical experience in performing work of a similar nature, experience working with public agencies, record of completing work on schedule, strength and stability of the firm, and assessments of client references.
- Demonstrated Understanding of the Project Requirements: Familiarity with available construction methods, limitations and benefits and recognition of potential project challenges.
- Defined Scope and Approach: Appropriate task and deliverables in scope of work. The proposed schedule is responsive and realistic.
- Overall Responsiveness to the RFP

## VI. ESTIMATED PROJECT TIMETABLE

PROJECT BENCHMARKS	ACTIVITY
October 15, 2020	Release Request of Proposal
November 13, 2020	Deadline to Submit Questions
4:00pm on November 20, 2020	Proposals Due
December 4, 2020	Consultant Selection
January 11, 2021	Award Professional Services Contract
July, 2021	100% Construction Documents

*City of Daly City*

*Request for Proposals  
Civic Center Generator Replacement and Underground  
Fuel Storage Tank Removal project*

**Exhibit A – Professional Services Agreement**

**AGREEMENT WITH CONSULTANT FIRM NAME  
FOR DESIGN PROFESSIONAL SERVICES  
FOR  
City of Daly City**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **CITY OF DALY CITY**, a municipal corporation existing under the laws of the State of California ("CITY"), and CONSULTANT FIRM NAME, a California S-Corporation ("CONSULTANT");

CONSULTANT FIRM NAME

ADDRESS

**RECITALS:**

A. CITY desires certain construction document services hereinafter described as the design services for -----.

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

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - SCOPE OF SERVICES**

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, the proposal from CONSULTANT FIRM NAME dated July 3<sup>rd</sup>, 2015, attached and incorporated by reference.

**SECTION 2 - DUTIES OF CONSULTANT**

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

### **SECTION 3 - DUTIES OF CITY**

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.

### **SECTION 4 - TERM**

The services to be performed under this Agreement shall commence on August 14, 2014 and be completed on or about October 31, 2014.

### **SECTION 5 - PAYMENT**

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee pursuant to rates stated in Exhibit A to this Agreement, attached and incorporated by reference.

### **SECTION 6 – TERMINATION**

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

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

### **SECTION 7 - OWNERSHIP OF DOCUMENTS**

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

### **SECTION 8 - INDEPENDENT CONTRACTOR**

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

## **SECTION 9 - CONFIDENTIALITY**

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

## **SECTION 10 - INTEREST OF CONSULTANT**

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

## **SECTION 11 – USE OF SUBCONSULTANTS**

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

## **SECTION 12 - CONSULTANT'S STATUS**

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

## **SECTION 13 - INDEMNITY**

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant and Consultant's sureties agree to defend (with legal counsel acceptable to the City), indemnify and hold harmless the City, its officers, agents, officials, representatives, employees and volunteers (collectively "Indemnitees") from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation), that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are arise out of the sole negligence, active negligence, or willful misconduct of Indemnitee.

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

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

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

#### **SECTION 14 - INSURANCE**

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

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

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

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate

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

#### **Other Insurance Provisions**

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

#### ***Additional Insured Status***

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

#### ***Primary Coverage***

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

#### ***Notice of Cancellation***

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

#### ***Waiver of Subrogation***

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

#### ***Deductibles and Self-Insured Retentions***

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

### ***Acceptability of Insurers***

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

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

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

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

### ***Verification of Coverage***

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

## **SECTION 15 - NONASSIGNABILITY**

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

## **SECTION 16 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT**

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

## **SECTION 17 - WAIVERS**

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

## **SECTION 18 – SEVERABILITY**

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

## **SECTION 19 - COSTS AND ATTORNEY FEES**

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

## **SECTION 20 - NON-DISCRIMINATION**

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

## **SECTION 21 - MEDIATION**

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

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

**SECTION 22 - LITIGATION**

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

**SECTION 23 - NOTICES**

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

To CITY:                   -----  
  -----  
  -----  
  -----

To CONSULTANT:           **CONTACT NAME**  
  **CONSULTANT FIRM NAME**  
  **ADDRESS**

**SECTION 24 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT**

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

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

**SECTION 25 – AUTHORITY TO ENTER INTO AGREEMENT**

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

**SECTION 26 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

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

CITY OF DALY CITY

CONSULTANT

**CONSULTANT FIRM NAME**

\_\_\_\_\_  
Shawna Maltbie  
City Manager

\_\_\_\_\_  
**(Print/Type Name and Title  
Its Authorized Agent)**

APPROVED AS TO FORM

\_\_\_\_\_  
Rose Zimmerman  
City Attorney

**Exhibit B – Supplemental Information**





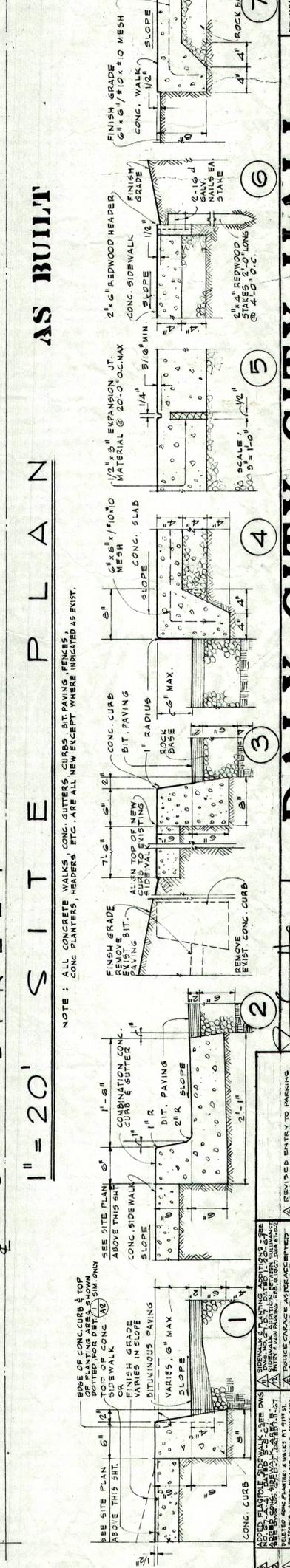
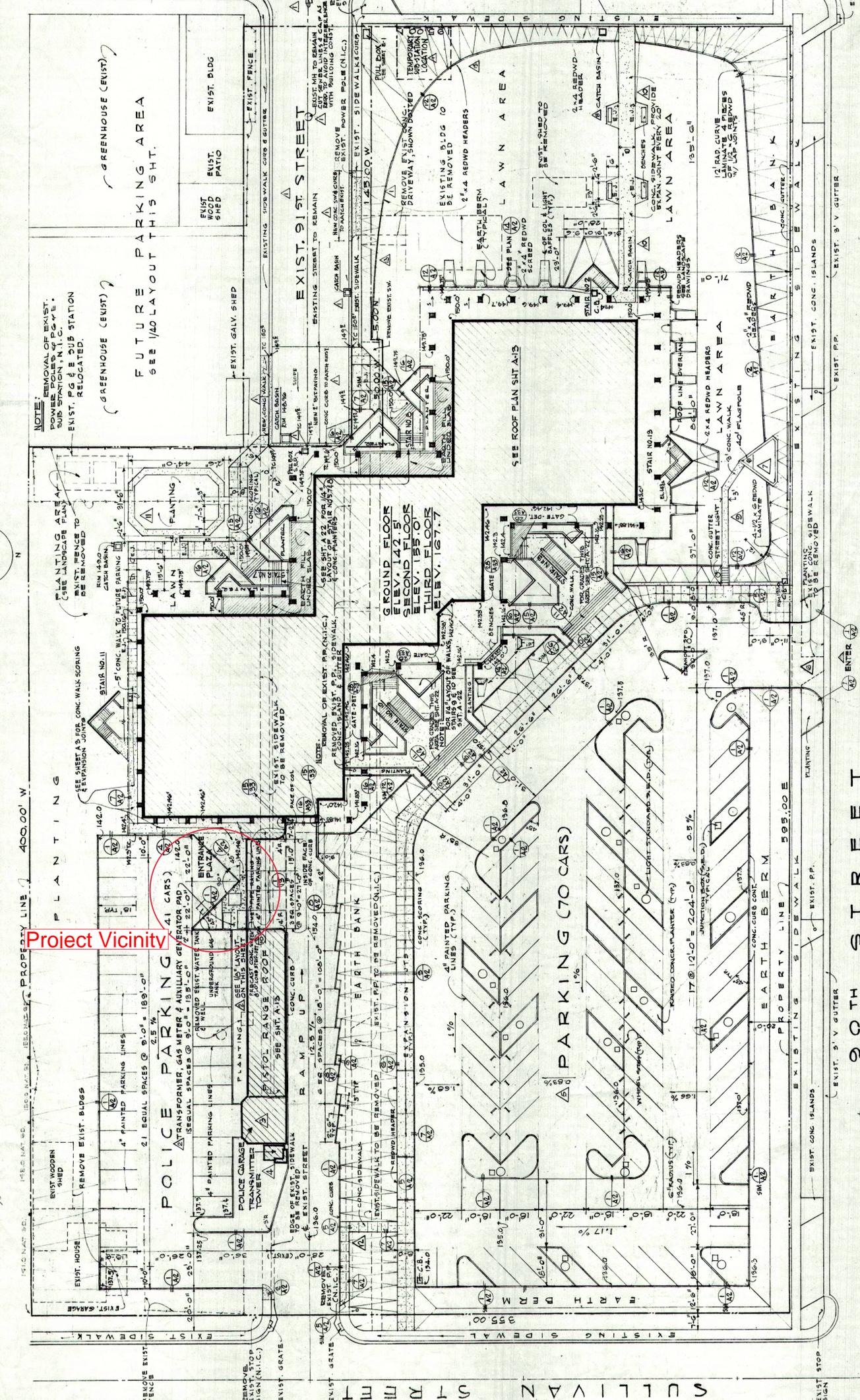






**CITY HALL SITE - LEGAL DESCRIPTION**  
 THAT PORTION OF ABANDONED 91ST STREET BETWEEN THE WEST LINE OF SULLIVAN AVENUE AND THE LINE OF LOT 15, BLOCK 6, THAT PORTION OF BLOCK 7, LOTS 1 THROUGH 11 AND LOTS 19 THROUGH 45, ALSO THAT PORTION IN BLOCK 6, THE NORTHERLY 68 FEET OF LOTS 1, 2, 3 AND 4 AND THE EASTERLY 112.9 FEET OF LOT 4 AND THE REMAINDER OF LOT 4, AND ALL OF LOTS 5 THROUGH 19 IN BLOCK 6.

**NOTE:** REMOVAL OF EXIST. POWER POLES, P.C. & P.C.V.E. EXIST. FENCE TO BE RELOCATED. GREENHOUSE (EXIST.) FUTURE PARKING AREA SEE 1/40 LAYOUT THIS SHEET.



**NOTE:** ALL CONCRETE WALKS, CONC. GUTTERS, CURBS, BIT PAVING FINISHES, CONC. PLANTERS, HEADERS, ETC. ARE ALL NEW EXCEPT WHERE INDICATED AS EXIST.

**1" = 20' SITE PLAN**  
**AS BUILT**  
 DONALD F. HAINES - ZAVEN TATARIAN & ASSOC. ARCHITECTS  
 86 THIRD STREET, SAN FRANCISCO, CALIFORNIA  
 DATE: 6-5-56  
 CHECKED: T.L.  
 DRAWN: C.R.L.