

# SAN MATEO COUNTY

## COUNTYWIDE OVERSIGHT BOARD

### *Members*

*Mark Addiego  
Aimee Armsby  
Chuck Bernstein  
Kevin Bultema  
Barbara Christensen  
Mark Leach  
Justin Mates*

Notice is hereby given of the time and place of a regular meeting of the San Mateo County Oversight Board and of the business to be transacted at said meeting. Said meeting is to be held at the time and place hereinafter set forth:

### **SAN MATEO COUNTY COUNTYWIDE OVERSIGHT BOARD MEETING**

Monday, January 10, 2022 at 9:00 a.m.

Via Teleconference (Zoom)

Pursuant to Government Code 54953(e) this meeting of the Oversight Board will be held via teleconferencing only with members of the Board attending from separate locations. No physical location will be available for the meeting. However, members of the public will be able to participate in the meeting remotely via the Zoom platform online at <https://smcgov.zoom.us/j/92274988332> (Meeting ID 922 7498 8332) or via telephone by dialing +1-669-900-6833 (Local), enter the meeting ID: 922 7498 8332, then press #. (Find your local number: <https://smcgov.zoom.us/u/admSDqceDg>).

\*Written public comments may be emailed to Sukhmani Purewal, Assistant Clerk of the Board, at [spurewal@smcgov.org](mailto:spurewal@smcgov.org) and should include the specific agenda item on which you are commenting.

\*Spoken public comments will also be accepted during the meeting through Zoom. If you wish to speak, click on “raise hand” feature. If you only wish to watch the meeting and do not wish to address the Board, the Clerk requests that you view the meeting through Zoom.

\*ADA Requests - Individuals who require special assistance or a disability related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting should contact Sukhmani Purewal, Assistant Clerk of the Board, by 10:00 a.m. on or before the last

business day before the meeting at (650) 363-1802 and/or [spurewal@smcgov.org](mailto:spurewal@smcgov.org). Notification in advance of the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting, the materials related to it, and your ability to comment.

## **AGENDA**

1. Call to Order
2. Roll Call
3. Welcome and Introduction of New Members by Acting Chairperson Barbara Christensen
4. Adopt a Resolution Finding That Due to the Continuing COVID-19 Pandemic State of Emergency, Meeting in Person Would Present Imminent Risks to the Health and Safety of the Attendees
5. Oral Communications and Public Comment  
*This is an opportunity for members of the public to address the Oversight Board on any Oversight Board-related topics that are not on the agenda. If your subject is not on the agenda, the individual chairing the meeting will recognize you at this time. Speakers are customarily limited to two minutes, but an extension can be provided at the discretion of the Board Chairperson.*
6. Action to Set the Agenda
7. Adopt a Resolution Approving the Annual Recognized Obligation Payment Schedule (ROPS 22-23) and FY 2022-23 Administrative Budget of the Pacifica Successor Agency
8. Adopt a Resolution Approving the Annual Recognized Obligation Payment Schedule (ROPS 22-23) and FY 2022-23 Administrative Budget of the Foster City Successor Agency
9. Adopt a Resolution Approving the Annual Recognized Obligation Payment Schedule (ROPS 22-23) and FY 2022-23 Administrative Budget of the East Palo Alto Successor Agency

10. Adopt a Resolution Approving the Annual Recognized Obligation Payment Schedule (ROPS 22-23) and FY 2022-23 Administrative Budget of the San Bruno Successor Agency
11. Adopt a Resolution Approving the Annual Recognized Obligation Payment Schedule (ROPS 22-23) and FY 2022-23 Administrative Budget of the Redwood City Successor Agency
12. Adopt a Resolution Approving the Annual Recognized Obligation Payment Schedule (ROPS 22-23) and FY 2022-23 Administrative Budget of the South San Francisco Successor Agency
13. Adopt a Resolution Approving the FY 2022-23 San Mateo Countywide Oversight Board Meeting Calendar
14. Nominate, Elect and Adopt a Resolution Confirming the Appointments of the FY 2022-23 San Mateo Countywide Oversight Board Chairperson and Vice-Chairperson

*The Countywide Oversight Board agenda packet is available online at the following website: <https://controller.smcgov.org/countywide-oversight-board-former-redevelopment-agencies>.*

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To: San Mateo County Oversight Board Members (OB) **Agenda Item No. 4**

From: Shirley Tourel, Assistant Controller, San Mateo County

Subject: Resolution to make findings allowing continued remote meetings under Brown Act

### **RECOMMENDATION:**

Adopt a resolution finding that, due to the continuing COVID-19 pandemic state of emergency declared by Governor Newsom, meeting in person would present imminent risks to the health or safety of attendees.

### **BACKGROUND:**

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021 for public agencies to transition back to public meetings held in full compliance with the Brown Act. The original Executive Order provided that all provisions of the Brown Act that required the physical presence of members or other personnel as a condition of participation or as a quorum for a public meeting were waived for public health reasons. If these waivers fully expired on October 1, 2021, legislative bodies subject to the Brown Act would have to contend with a sudden return to full compliance with in-person meeting requirements as they existed prior to March 2020, including the requirement for full physical public access to all teleconference locations from which board members were participating.

On September 16, 2021, the Governor signed AB 361, a bill that formalizes and modifies the teleconference procedures implemented by California public agencies in response to the Governor's Executive Orders addressing Brown Act compliance during shelter-in-place periods. AB 361 allows a local agency to continue to use teleconferencing under the same basic rules as provided in the Executive Orders when certain circumstances occur or when certain findings have been made and adopted by the local agency.

AB 361 also requires that, if the state of emergency remains active for more than 30 days, the agency must make findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules. The findings are to the effect that the need for teleconferencing persists due to the nature of the ongoing public health emergency and the social distancing recommendations of local public health officials. Effectively, this means that local agencies must put an item on the agenda of a Brown Act meeting once every thirty days or at the



beginning of each meeting, in the OB's case, to make findings regarding the circumstances of the emergency and to vote to continue relying upon the law's provision for teleconference procedures in lieu of in-person meetings.

AB 361 provides that Brown Act legislative bodies must return to in-person meetings on October 1, 2021, unless they choose to continue with fully teleconferenced meetings because a specific declaration of a state or local health emergency is appropriately made. AB 361 allows local governments to continue to conduct virtual meetings for as long as there is a gubernatorially-proclaimed public emergency in combination with (1) local health official recommendations for social distancing or (2) adopted findings that meeting in person would present risks to health. AB 361 is effective immediately as urgency legislation and will sunset on January 1, 2024.

**DISCUSSION:**

Local rates of transmission of COVID-19 are currently in the "high" tier as measured by the Centers for Disease Control (CDC). In addition, the CDC website states that while safe and effective vaccines are a great tool for prevention, it is important to continue other preventative actions such as wearing masks, performing hand hygiene, *physically distancing from others*, and avoiding crowded spaces and spaces with poor ventilation. The CDC COVID Data Tracker issued on 12/17/2021 reports that "in recent weeks, COVID-19 cases and hospitalizations have increased, with many parts of the country experiencing substantial or high levels of community transmission. These increases and the recent emergence of the Omicron variant highlight the importance of prevention strategies to help people stay safe and reduce the spread of the virus that causes COVID-19."

<https://www.cdc.gov/coronavirus/2019-ncov/covid-data/covidview/index.html>

For the above reasons, we recommend that the OB avail itself of the provisions of AB 361 allowing continuation of online meetings by adopting findings to the effect that conducting in-person meetings would present an imminent risk to the health and safety of attendees. A resolution to that effect and directing staff to return every time the Board meets with the opportunity to renew such findings, is attached hereto.

**FISCAL IMPACT:**

None

**Attachment:**

1 – Draft Resolution of the Oversight Board Finding That Due to the Continuing COVID-19 Pandemic State of Emergency, Meeting in Person Would Present Imminent Risks to the Health and Safety of the Attendees

**RESOLUTION NO. 2022-**

**RESOLUTION FINDING THAT, AS A RESULT OF THE CONTINUING COVID-19 PANDEMIC STATE OF EMERGENCY DECLARED BY GOVERNOR NEWSOM, MEETING IN PERSON FOR MEETINGS OF THE SAN MATEO COUNTY COUNTYWIDE BOARD WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES**

**WHEREAS**, on March 4, 2020, the Governor proclaimed pursuant to his authority under the California Emergency Services Act, California Government Code section 8625, that a state of emergency exists with regards to a novel coronavirus (a disease now known as COVID-19); and

**WHEREAS**, on June 4, 2021, the Governor clarified that the “reopening” of California on June 15, 2021 did not include any change to the proclaimed state of emergency, or the powers exercised thereunder, and as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to California Government Code section 8629 to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature; and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), provided certain requirements were met and followed; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361 that provides that a legislative body subject to the Brown Act may continue to meet without fully complying with the teleconferencing rules in the Brown Act provided the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and further requires that certain findings be made by the legislative body every thirty (30) days; and,

**WHEREAS**, California Department of Public Health (“CDPH”) and the federal Centers for Disease Control and Prevention (“CDC”) caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and,

**WHEREAS**, on November 30, 2021, the Omicron variant of COVID-19 was classified as a Variant of Concern in the United States and the CDC has been collaborating with global public health and industry partners to learn more about Omicron, including how easily it spreads and the severity of the illness it causes; and

**WHEREAS**, the CDC has established a “Community Transmission” metric with 4 tiers designed to reflect a community’s COVID-19 case rate and percent positivity; and,

**WHEREAS**, the County of San Mateo currently has a Community Transmission metric of “substantial” which is the second most serious of the tiers; and,

**WHEREAS**, the San Mateo County Countywide Oversight Board has an important governmental interest in protecting the health, safety, and welfare of those who participate in its meetings; and,

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the San Mateo County Countywide Oversight Board deems it necessary to find that meeting in person would present imminent risks to the health or safety of attendees, and thus intends to invoke the provisions of AB 361 related to teleconferencing;

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that

1. The recitals set forth above are true and correct.
2. The San Mateo County Countywide Oversight Board finds that meeting in person would present imminent risks to the health or safety of attendees.
3. Staff is directed to include an action item on the agenda after the adoption of this resolution for the San Mateo County Countywide Oversight Board to consider at the beginning of each meeting making requisite the findings required by AB 361 to continue meeting under its provisions.
4. Staff is directed to take such other necessary or appropriate actions to implement the intent and purposes of this resolution.

\* \* \* \* \*

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Date: December 31, 2021 **Agenda Item No. 7**

To: San Mateo County Countywide Oversight Board

From: Shirley Tourel, Assistant Controller

Subject: Pacifica Successor Agency (SA) Recognized Obligation Payment Schedule (ROPS) 22-23

### **Background**

California Health and Safety Code (HSC) Section 34180(g) requires all ROPS to be approved by the Oversight Board.

### **Discussion**

The Annual ROPS 22-23 contains all the obligations of the former Redevelopment Agency (RDA) for fiscal year 2022-23. The SA is requesting approval by the Board to spend \$254,783 on outstanding obligations and administrative expenses for Annual ROPS 22-23. Enclosed is the SA's Annual ROPS 22-23 and supporting documents.

The SA's ROPS 22-23 includes obligations that the DOF deemed as enforceable and are all pre-existing. There are no new obligations listed on the SA's ROPS 22-23.

### **Fiscal Impact**

Funding for ROPS reduces the amount of tax revenue available for "Residual" distributions to the affected taxing entities.

### **CAC Exhibit**

A - Pacifica SA's Annual ROPS 22-23 Agenda Packet

**CAC Exhibit A - Pacifica SA ROPS Agenda Packet**

Date: December 9, 2021

To: San Mateo County Countywide Oversight Board

From: Yulia Carter, Chief Financial Sustainability Officer

Subject: Approval of the Recognized Obligation Payment Schedule (ROPS) 22-23 and FY 2022-23 Administrative Costs Budget of the Pacifica Successor Agency (SA)

Former RDA: **City of Pacifica**

**Recommendation**

Adopt resolution approving the Pacifica SA's ROPS 22-23 and FY 2022-23 Administrative Cost Allowance Budget.

**Background**

SAs that do not qualify under the Last and Final ROPS, must submit annually a ROPS listing the SA's enforceable obligations and expenses to the State Department of Finance (DOF) pursuant to Health & Safety Code (HSC) Sections 34177(m) and (o). The ROPS shall include an amount for the SA's Administrative Cost Allowance as authorized under the Dissolution Act which is subject to a cap as set forth under HSC 34171. The ROPS and the Budget for the SA's Administrative Cost Allowance must be approved by the Oversight Board.

**Financial Impact**

No funds are involved with the approval of the ROPS.

**Attachments:**

1. Draft Resolution Approving Pacifica SA's ROPS 22-23 and FY 2022-23 Administrative Budget
2. Exhibit A - Pacifica SA's ROPS 22-23
3. Exhibit B - Pacifica SA's FY 2022-23 Administrative Budget
4. Exhibit C - Summary of Obligations and Supporting Documents

**Attachment No. 1**

**RESOLUTION NO. 2022-\_\_\_\_\_**

**RESOLUTION OF THE SAN MATEO COUNTY COUNTYWIDE OVERSIGHT BOARD APPROVING  
THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 22-23 (“ROPS 22-23”)  
AND FISCAL YEAR 2022-23 ADMINISTRATIVE BUDGET OF THE PACIFICA SUCCESSOR AGENCY**

**WHEREAS**, California Health and Safety Code (HSC) Section 34177 requires the Successor Agencies to prepare a Recognized Obligation Payment Schedule (“ROPS”) for each 12-month fiscal period, which lists the outstanding obligations of the former RDA and states the sources of funds for required payments; and

**WHEREAS**, the Pacifica Successor Agency has prepared a draft ROPS for the period July 1, 2022 to June 30, 2023, referred to as “ROPS 22-23”, claiming a total enforceable obligation amount of \$254,783; and

**WHEREAS**, pursuant to HSC Section 34180(g) the Oversight Board must approve the establishment of each ROPS; and

**WHEREAS**, California HSC Section 34177 requires the Successor Agencies to prepare an administrative budget for Oversight Board approval; and

**WHEREAS**, the Pacifica Successor Agency has prepared an administrative budget for the period July 1, 2022 to June 30, 2023, for \$4,500; and

**WHEREAS**, California HSC Section 34179(e) requires all action items of Countywide Oversight Boards, including the San Mateo County Countywide Oversight Board, be accomplished by resolution.

**NOW, THEREFORE, BE IT RESOLVED**, the San Mateo County Countywide Oversight Board hereby approves the Pacifica Successor Agency ROPS 22-23 and the Pacifica Successor Agency Fiscal Year 2022-23 Administrative Budget, attached hereto as Exhibits A and B and incorporated herein by this reference;

**BE IT FURTHER RESOLVED**, that the Oversight Board directs the Successor Agency to submit the ROPS 22-23 to the State Department of Finance upon approval by the Oversight Board.

\* \* \*

Exhibit A – Pacifica Successor Agency’s Recognized Obligation Payment Schedule 22-23  
Exhibit B – Pacifica Successor Agency’s FY 2022-23 Administrative Budget

**Recognized Obligation Payment Schedule (ROPS 22-23) - Summary  
Filed for the July 1, 2022 through June 30, 2023 Period**

**Successor Agency:** Pacifica  
**County:** San Mateo

**Attachment 2 - Exhibit A - Page 1 of 5**

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>22-23A Total (July - December)</b>	<b>22-23B Total (January - June)</b>	<b>ROPS 22-23 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 150,309</b>	<b>\$ 104,474</b>	<b>\$ 254,783</b>
F RPTTF	150,309	99,974	250,283
G Administrative RPTTF	-	4,500	4,500
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 150,309</b>	<b>\$ 104,474</b>	<b>\$ 254,783</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date

Pacifica  
**Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail**  
 July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$1,247,070		\$254,783	\$-	\$-	\$-	\$150,309	\$-	\$150,309	\$-	\$-	\$-	\$99,974	\$4,500	\$104,474
1	2004 Tax Allocation Bond Series A	Bonds Issued On or Before 12/31/10	08/19/2004	07/30/2031	Bank of New York Mellon	2004 Tax Allocation Bonds that refinanced redevelopment activities	Rockaway Beach	1,114,871	N	\$124,948	-	-	-	24,974	-	\$24,974	-	-	-	99,974	-	\$99,974
2	2004 Tax Allocation Bond Series A Fiscal Agent Fee	Fees	08/19/2004	07/30/2031	Bank of New York Mellon	Fiscal Agent fees associated with 2004 Tax Allocation Bonds	Rockaway Beach	2,364	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
3	Annual Audit	Admin Costs	07/01/2011	06/30/2020	Maze & Associates	Annual Audit	Rockaway Beach	4,500	N	\$4,500	-	-	-	-	-	\$-	-	-	-	-	4,500	\$4,500
4	Administration Successor Agency	Admin Costs	01/01/2014	06/30/2014	Successor Agency / City of Pacifica	Staffing / Administrative Costs - Prepare Meeting reports / forms	Rockaway Beach	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
7	Administration - Legal	Admin Costs	01/01/2014	06/30/2015	Law Offices of Craig Labadie or Burke, Williamson, and Sorenson	Legal support for Oversight Board and Successor Agency	Rockaway Beach	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
11	Reso 17-88 - Loan #4 From General Fund	City/ County Loan (Prior 06/28/11), Cash exchange	04/14/1988	06/30/2032	City of Pacifica	Loan from City of Pacifica to former RDA	Rockaway Beach	125,335	N	\$125,335	-	-	-	125,335	-	\$125,335	-	-	-	-	-	\$-
12	Reso 19-89 -Loan #5	City/ County	05/08/1989	06/30/2032	City of Pacifica	Loan from City of Pacifica to	Rockaway Beach	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-



Attachment 2 - Exhibit A - Page 3 of 5

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	From General Fund	Loan (Prior 06/28/11), Cash exchange				former RDA																
13	Reso 20-90 -Loan #6 From General Fund	City/ County Loan (Prior 06/28/11), Cash exchange	05/14/1990	06/30/2032	City of Pacifica	Loan from City of Pacifica to former RDA	Rockaway Beach	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
14	Reso 9-91 -Loan #7 From General Fund	City/ County Loan (Prior 06/28/11), Cash exchange	04/08/1991	06/30/2032	City of Pacifica	Loan from City of Pacifica to former RDA	Rockaway Beach	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
15	Reso 1-92 -Loan #8 From General Fund	City/ County Loan (Prior 06/28/11), Cash exchange	01/27/1992	06/30/2032	City of Pacifica	Loan from City of Pacifica to former RDA	Rockaway Beach	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
16	Reso 15-94 -Loan #10 From General Fund	City/ County Loan (Prior 06/28/11), Cash exchange	04/11/1994	06/30/2032	City of Pacifica	Loan from City of Pacifica to former RDA	Rockaway Beach	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

**Pacifica**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances**  
**July 1, 2019 through June 30, 2020**  
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>
1	<b>Beginning Available Cash Balance (Actual 07/01/19)</b> RPTTF amount should exclude "A" period distribution amount.			12,790	10,513		
2	<b>Revenue/Income (Actual 06/30/20)</b> RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller				2,629	254,051	ROPS 19-20A \$156,117; ROPS 19-20B \$97,934
3	<b>Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)</b>			6,154		251,346	Bond payment \$126,799; Loan #4 \$123,837 Audit \$4,500; Fiscal Agent Fee \$2,364
4	<b>Retention of Available Cash Balance (Actual 06/30/20)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	<b>ROPS 19-20 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC			No entry required		2,705	
6	<b>Ending Actual Available Cash Balance (06/30/20)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$6,636	\$13,142	\$-	

**Pacifica**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Notes**  
**July 1, 2022 through June 30, 2023**

Item #	Notes/Comments
1	
2	
3	
4	
7	
11	
12	
13	
14	
15	
16	

**Attachment 3 - Exhibit B - Page 1 of 2**

SUCCESSOR AGENCY <u>City of Pacifica Successor Agency</u>								
ADMINISTRATIVE BUDGET								
ROPS Period	20-21			21-22	22-23	Please specify budget methodology (Cost Allocation, Time Study etc) _____		
Obligations Period	July 2020-June 2021			July 2021-June 2022	July 2022-June 2023			
Total Outstanding Obligations (\$)								
Total Number of Outstanding Obligations								
Staff	Description	Requested	Actual	Variance	Requested	Requested	Inc (Dec) Between 21/22 and 22/23	Comment/Explanation for Variance
Finance Director	\$131/hour fully burdened rate x 10 hours	\$ 1,310	\$ -	\$ 1,310	\$ 930	\$ -	\$ (930)	Difference of \$380 is due to difference in employee's fully burdened rate
Financial Services Manager	\$92.95/hour fully burdened rate x 10hrs			-	-	-	-	
				-			-	
				-			-	
				-			-	
				-			-	
				-			-	
				-			-	
<b>Sub-Total (Personnel Costs)</b>		<b>\$ 1,310</b>	<b>\$ -</b>	<b>\$ 1,310</b>	<b>\$ 930</b>	<b>\$ -</b>	<b>\$ (930)</b>	
Vendor/Payee	Description	Requested	Actual	Variance	Requested	Requested	Variance	
Maze & Associates	Audit costs	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ 4,500	\$ -	Based on an agreement
Law Offices of Craig Labadie	Legal costs	1,000	-	1,000			-	Do not foresee incurring legal cost for 2022-23
				-			-	
				-			-	
<b>Sub-Total (Other Costs)</b>		<b>\$ 5,500</b>	<b>\$ 4,500</b>	<b>\$ 1,000</b>	<b>\$ 4,500</b>	<b>\$ 4,500</b>	<b>\$ -</b>	
<b>Grand Total</b>		<b>\$ 6,810</b>	<b>\$ 4,500</b>	<b>\$ 2,310</b>	<b>\$ 5,430</b>	<b>\$ 4,500</b>	<b>\$ (930)</b>	

**Pacifica Successor Agency  
H&S 34171(b) Successor Agency Administrative Cost Allowance Review  
FY 2022-23**

Pursuant to H&S 34171(b), annual Successor Agency administrative costs are limited to the greater of \$250,000 or 3% of property tax distributed to the Successor Agency to pay enforceable obligations in the preceding fiscal year, as reduced by the administrative cost allowance (ACA) and loan repayments to the sponsoring entity. In addition, administrative costs are not to exceed 50% of property taxes allocated for enforceable obligations in the preceding fiscal year, as reduced by the ACA and any loan repayments made to the sponsoring entity.

**Maximum Administration Cost Allowance**

**Non-Admin RPTTF Allocated in Preceding Fiscal Year**

ROPS 20-21A - (July to December)	107,226	<i>June 2021 Distribution</i>
ROPS 20-21B - (January to June)	102,111	<i>January 2021 Distribution</i>
Less: Sponsoring Entity Loan Repayment:	(110,197)	<i>FY 2020-21 Total</i>
Non-Admin RPTTF, excluding sponsoring entity loans	(A) \$ 99,140	

<b>3% of RPTTF Distributed (B) = (A)*(3%)</b>	(B) \$ 2,974
<b>50% of RPTTF Distributed (C) = (A)*(50%)</b>	(C) \$ 49,570

<b>Not To Exceed Amount</b>	(D) \$ 49,570
If (B) exceeds \$250,000, then (B), otherwise lesser of (C) and \$250,000	

**Reported SA Admin Cost**

ROPS 21-22A - (July to December)	0
ROPS 21-22B - (January to June)	4,500
(E) \$	4,500

<b>Amount Exceeded, (E) - (D)</b>	\$ -
-----------------------------------	------

CITY OF PACIFICA TAX ALLOCATION BOND

Attachment 4 - ROPS Item 1

ASSUMED ROPS PERIOD

Debt Service Schedule (By Fiscal Year)

Created 9.17.2014 Based On Net Debt Service Schedule In Debt Transcript Binder

(Original Prepared by Piper Jaffray & Co. - Final Numbers (8/11/2004) Added Remaining Balance

Interest Only Due - January 1st and Principal and Interest July 1st

	July 1st Payment			ROPS PERIOD	January 1st Payment			ROPS PERIOD
	Principal	Interest	TOTAL		Principal	Interest	TOTAL	
2004/2005			0.00		Pd fr Cap Int	31,977.86	31,977.86	
2005/2006		46,048.13	46,048.13			46,048.13	46,048.13	
2006/2007	35,000.00	46,048.13	81,048.13			45,540.63	45,540.63	
2007/2008	35,000.00	45,540.63	80,540.63			44,928.13	44,928.13	
2008/2009	35,000.00	44,928.13	79,928.13			44,263.13	44,263.13	
2009/2010	40,000.00	44,263.13	84,263.13			43,433.13	43,433.13	
2010/2011	40,000.00	43,433.13	83,433.13			42,593.13	42,593.13	
2011/2012	40,000.00	42,593.13	82,593.13			41,693.13	41,693.13	
2012/2013	45,000.00	41,693.13	86,693.13			40,646.88	40,646.88	
2013/2014	45,000.00	40,646.88	85,646.88			39,566.88	39,566.88	
2014/2015	50,000.00	39,566.88	89,566.88	13-14B		38,341.88	38,341.88	14-15A
2015/2016	50,000.00	38,341.88	88,341.88	14-15B		37,091.88	37,091.88	15-16A
2016/2017	55,000.00	37,091.88	92,091.88	15-16B		35,661.88	35,661.88	16-17A
2017/2018	55,000.00	35,661.88	90,661.88	16-17B		34,204.38	34,204.38	17-18A
2018/2019	60,000.00	34,204.38	94,204.38	17-18B		32,584.38	32,584.38	18-19A
2019/2020	60,000.00	32,584.38	92,584.38	18-19B		30,934.38	30,934.38	19-20A
2020/2021	65,000.00	30,934.38	95,934.38	19-20B		29,106.25	29,106.25	20-21A
2021/2022	70,000.00	29,106.25	99,106.25	20-21B		27,111.25	27,111.25	21-22A
2022/2023	75,000.00	27,111.25	102,111.25	21-22B		24,973.75	24,973.75	22-23A
2023/2024	75,000.00	24,973.75	99,973.75	22-23B		22,836.25	22,836.25	
2024/2025	80,000.00	22,836.25	102,836.25			20,556.25	20,556.25	
2025/2026	85,000.00	20,556.25	105,556.25			18,112.50	18,112.50	
2026/2027	90,000.00	18,112.50	108,112.50			15,525.00	15,525.00	
2027/2028	95,000.00	15,525.00	110,525.00			12,793.75	12,793.75	
2028/2029	100,000.00	12,793.75	112,793.75			9,918.75	9,918.75	
2029/2030	110,000.00	9,918.75	119,918.75			6,756.25	6,756.25	
2030/2031	115,000.00	6,756.25	121,756.25			3,450.00	3,450.00	
* 2031/2032	120,000.00	3,450.00	123,450.00					
<b>TOTAL</b>	<b>1,725,000.00</b>	<b>834,720.08</b>	<b>2,559,720.08</b>		<b>0.00</b>	<b>820,649.81</b>	<b>820,649.81</b>	

\* Payment will be made from Debt Service Reserve Fund Held By Trustee (July 1, 2031)

1/1/31 3,450.00 7/1/31 123,450.00 TOTAL= 126,900.00  
RESERVE has\$129,852

**Attachment 4 - ROPS Item 11**

ROPS Review Period:	<b>ROPS 21-22</b>		
<b>Sponsoring Entity Loan Repayment Calculator</b>			
Base Year:	ROPS II July thru December 2012	ROPS III January thru June 2013	Total For Base Year
Residual Balance	<b>5,308</b>	<b>0</b>	<b>5,308</b>

Comparison Year:	ROPS 20-21 A July thru December 2020	ROPS 20-21 B January thru June 2021	Total For Comparison Year
Residual Balance	<b>120,496</b>	<b>105,206</b>	<b>225,702</b>

A	Total Residual Balance for Comparison Year	225,702
B	Total Residual Balance for Base Year	5,308
A-B	Difference of Residual Balance	220,394
		÷2
<b>Maximum Repayment for Fiscal Year 2021-22</b>		<b>110,197</b>

Notes

Health & Safety Code Sections 34176(e)(6)(B) and 34191.4(b)(2) set a cap on repayment of SERAF and city loans to be no more than 50% of the increase in Residual above a FY 2012-13 base year.

**COUNTY OF SAN MATEO  
PACIFICA  
LIMITATIONS ON REPAYMENT OF SERAF AND CITY LOANS Per 34176 (e)(6)(B) and 34191.4 (b)(2)**

Payments are limited to no more than half the increase in residual above a FY 2012-13 base year.  
Payments of housing fund loan or deferral amounts are first in priority.

**Maximum Allowable Repayment for FY 2022-23**

**Residual in FY 2012-13**

ROPS II Residual	5,308	<i>June 2012 Distribution</i>
ROPS III Residual	0	<i>January 2013 Distribution</i>
(A)	<u>\$ 5,308</u>	

**Residual in FY 2021-22**

ROPS 21-22A Residual	89,720	<i>June 2021 Distribution</i>
ROPS 21-22B Residual	176,837	<i>January 2022 Distribution</i>
(B)	<u>\$ 266,557</u>	

**Increase in Residual over FY 2012-13**

(C) \$ 261,249

**Not To Exceed Amount (50% of Increase)**

(D) \$ 130,625

**Reported Loan Repayments**

ROPS 22-23A - (July to December)	125,335
ROPS 22-23B - (January to June)	0
(E)	<u>\$ 125,335</u>

**Amount Exceeded, (E) - (D)**

\$ -





April 26, 2013

Ms. Ann Ritzma, Administrative Services Director  
City of Pacifica  
170 Santa Maria Avenue  
Pacifica, CA 94044

Dear Ms. Ritzma:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of Pacifica Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

STEVE SZALAY  
Local Government Consultant

cc: Mr. Stephen Rhodes, City Manager, City of Poway  
Ms. Shirley Tourel, Deputy Auditor-Controller, County of San Mateo  
California State Controller's Office

**OVERSIGHT BOARD RESOLUTION NO.01-2016**

**A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PACIFICA RESTATING AND AMENDING RESOLUTION NO. 01-2015 APPROVING REPAYMENT OF AMOUNTS OWED TO THE CITY OF PACIFICA BY THE FORMER REDEVELOPMENT AGENCY**

**WHEREAS**, April 26, 2013, the California Department of Finance granted a "Finding of Completion" allowing for loans to be added to the Recognized Obligation Payment Schedule (ROPS) provided certain findings were made; and

**WHEREAS**, June 19, 2013 the Oversight Board adopted Resolution No. 2013-4; and

**WHEREAS**, the Oversight Board resolution declared that the loans from the City to the Redevelopment Agency were for legitimate redevelopment purposes; and

**WHEREAS**, the Department of Finance was provided with the adopted Resolution; and

**WHEREAS**, the Resolution set forth a principal balance of \$3,237,150 owed to the City of Pacifica pursuant to loan agreements from 1985 through 1994; and

**WHEREAS**, on February 11, 2015 the Oversight Board adopted Resolution No. 01-2015 which updated the presentation of loans outstanding including the origination date, amended balances, and rate of interest in accordance with the Redevelopment Dissolution process; and

**WHEREAS**, effective on September 22, 2015, the California Legislature enacted SB 107, a budget trailer bill amending various provisions of the Redevelopment Dissolution Law, including Health & Safety Code Section 34191.4(b)(3), which provides for interest on such loans to be calculated as simple interest at the rate of three percent (3%); and

**WHEREAS**, the Oversight Board reviewed at a public meeting the revised schedule which also included revised origination date(s) accounting for repayments of interest prior to dissolution; and

**WHEREAS**, the adjustment of the origination dates shorten the length of time the loans have been outstanding and will prevent the collection of interest by the City in excess of what is owed; and

**WHEREAS**, this restated and amended resolution does not alter the finding by the Oversight Board that the loans from the City to the Redevelopment Agency were for legitimate redevelopment purposes, and therefore such loans as presented shall be deemed an enforceable obligation of the former Pacifica Redevelopment Agency; and

**OVERSIGHT BOARD RESOLUTION NO. 01-2015**

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**WHEREAS**, the Department of Finance was provided with the adopted Resolution; and

**WHEREAS**, the Resolution set forth a principal balance of \$3,237,150 owed to the City of Pacifica pursuant to loan agreements from 1985 through 1994; and

**WHEREAS**, to date no repayments have been granted on approved ROPS, due to insufficient balance available in the Redevelopment Property Tax Trust Fund as reported by the County Auditor Controller; and

**WHEREAS**, during the review of the 2014-15A ROPS it was indicated that the Agency may be eligible for funding in the 2015-16A ROPS (beginning July 1, 2015); and

**WHEREAS**, the Oversight Board desires to update with a detailed schedule of loans including the origination date, amended balances, and rate of interest in accordance with the Redevelopment Dissolution process; and

**WHEREAS**, this resolution shall amend and reduce the principal amount owed to \$2,341,185.10 which accounts for repayments made prior to dissolution and not accounted for when Resolution 2013-4 was first presented; and

**WHEREAS**, this restated and amended resolution does not alter the finding by the Oversight Board that the loans from the City to the Redevelopment Agency were for legitimate redevelopment purposes, and therefore such loans as presented shall be deemed an enforceable obligation of the former Pacifica Redevelopment Agency; and

**WHEREAS**, in accordance with the dissolution laws the interest rate is to be recalculated beginning with the origination of the loan, and at the rate earned by the State Treasurer Local Agency Investment Fund (LAIF) at the time the Oversight Board makes its finding the interest; and

**WHEREAS**, the LAIF rate for June 2013 when Resolution No. 2013-4 was adopted was 0.24%; and



**OVERSIGHT BOARD RESOLUTION NO.01-2016**

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**RESOLUTION No. 01-2016 (January 26, 2016) Restated and Amended Resolution**

**RECORD OF LOANS BETWEEN CITY OF PACIFICA AND  
PACIFICA REDEVELOPMENT AGENCY**

**(Based on authorized ROPS and RPTTF funding available - payments as of 7/1/2015 Interest Accrued To 6/30/2016)**

City Ref #	Origination Date	Revised Origination Date (Accounts For Payments of Interest Prior To Dissolution)	City Council Resolution Reference	Original Principal Amount Loaned	Unpaid Balance Owed To City 7/2/2015	Accrued Interest As of 6/30/2016	6/30/2016 Total Balance - Principal & Interest
<b>RETIRED LOANS</b>							
1	March 25, 1985			62,150.00	0.00		<b>Paid Off</b>
2	November 25, 1985		Reso 69-85	175,000.00	0.00		<b>Paid Off</b>
3	February 9, 1987		Reso 3-87	300,000.00	0.00		<b>Paid Off</b>
9	May 24, 1993		Reso 16-93	300,000.00	0.00		<b>Paid Off</b>
<b>OUTSTANDING LOANS</b>							
4	March 14, 1988	January 12, 1992	Reso 17-88	500,000.00	340,283.10	\$323,817.78	<b>\$664,100.88</b>
5	May 8, 1989	March 7, 1993	Reso 19-89	475,000.00	475,000.00	\$332,239.73	<b>\$807,239.73</b>
6	May 14, 1990	May 13, 1993	Reso 20-90	500,000.00	500,000.00	\$346,972.60	<b>\$846,972.60</b>
7	April 8, 1991	April 4, 1994	Reso 9-91	500,000.00	500,000.00	\$333,452.05	<b>\$833,452.05</b>
8	January 27, 1992	January 26, 1995	Reso 1-92	250,000.00	250,000.00	\$160,684.93	<b>\$410,684.93</b>
10	April 11, 1994	April 10, 1997	Reso 15-94	175,000.00	175,000.00	\$100,915.07	<b>\$275,915.07</b>
<b>TOTAL</b>				<b>\$3,237,150.00</b>	<b>\$2,240,283.10</b>	<b>\$1,598,082.16</b>	<b>\$3,838,365.26</b>

**OVERSIGHT BOARD RESOLUTION NO. 01-2015**

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**WHEREAS**, the LAIF rate for June 2013 when Resolution No. 2013-4 was adopted was 0.24%; and

## EXHIBIT A - (February 2015) Restated and Amended Resolution

### RECORD OF LOANS BETWEEN CITY OF PACIFICA AND PACIFICA REDEVELOPMENT AGENCY

(Per authorized ROPS and RPTTF funding available - no repayments will occur prior to 7/1/2015)

	Origination Date	City Council Resolution Reference	Original Principal Amount Loaned	Unpaid Balance Owed To City	Accrued Interest As of 6/30/2015	6/30/2015 Total Balance - Principal & Interest
1	March 25, 1985		62,150.00	0.00		Paid Off
2	November 25, 1985	Reso 59-85	175,000.00	0.00		Paid Off
3	February 9, 1987	Reso 3-87	300,000.00	0.00		Paid Off
4	March 14, 1988	Reso 17-88	500,000.00	441,185.10	29,833.11	\$471,018.21
5	May 8, 1989	Reso 19-89	475,000.00	475,000.00	30,722.69	\$505,722.69
6	May 14, 1990	Reso 20-90	500,000.00	500,000.00	31,044.17	\$531,044.17
7	April 8, 1991	Reso 9-91	500,000.00	500,000.00	29,898.08	\$529,898.08
8	January 27, 1992	Reso 1-92	250,000.00	250,000.00	14,439.75	\$264,439.75
9	May 24, 1993	Reso 16-93	300,000.00	0.00		Paid Off
10	April 11, 1994	Reso 15-94	175,000.00	175,000.00	9,131.74	\$184,131.74
<b>TOTAL</b>			<b>\$3,237,150.00</b>	<b>\$2,341,185.10</b>	<b>\$145,069.55</b>	<b>\$2,486,254.65</b>

# SAN MATEO COUNTY

## COUNTYWIDE OVERSIGHT BOARD

### *Members*

*Mark Addiego  
Aimee Armsby  
Chuck Bernstein  
Kevin Bultema  
Barbara Christensen  
Mark Leach  
Justin Mates*

Date: January 3, 2022

**Agenda Item No. 8**

To: San Mateo County Countywide Oversight Board

From: Shirley Tourel, Assistant Controller

Subject: Foster City Successor Agency (SA) Recognized Obligation Payment Schedule (ROPS) 22-23

### **Background**

California Health and Safety Code (HSC) Section 34180(g) requires all ROPS to be approved by the Oversight Board.

### **Discussion**

The Annual ROPS 22-23 contains all the obligations of the SA for fiscal year 2022-23. The SA is requesting approval by the Board to spend \$335,997 on outstanding obligations and administrative expenses for Annual ROPS 22-23. Enclosed is the SA's Annual ROPS 22-23 and supporting documents.

The SA's ROPS 22-23 includes obligations that the DOF deemed as enforceable and are all pre-existing. There are no new obligations listed on the SA's ROPS 22-23.

### **Fiscal Impact**

Funding for ROPS reduces the amount of tax revenue available for "Residual" distributions to the affected taxing entities.

### **CAC Exhibit**

A - Foster City SA's Annual ROPS 22-23 Agenda Packet



Date: December 28, 2021

To: San Mateo County Countywide Oversight Board

From: Edmund Suen, Finance Director, City of Foster City  
Fiti Rusli, Assistant Finance Director, City of Foster City

Subject: Approval of Foster City Successor Agency (SA) ROPS and FY Administrative Budget

Former RDA: Foster City

**Recommendation**

Adopt resolutions approving the *Foster City SA's ROPS 22-23* and Administrative Cost Allowance Budget.

**Background**

SAs that do not qualify under the Last and Final ROPS, must submit annually a ROPS listing the SA's enforceable obligations and expenses to the State Department of Finance (DOF) pursuant to Health & Safety Section Codes (H&S) 34177(m) and (o). The ROPS shall include an amount for the SA's Administrative Cost Allowance as authorized under the Dissolution Act which is subject to a cap as set forth under H&S 34171. The ROPS and the Budget for the SA's Administrative Cost Allowance must be approved by the Oversight Board.

**Financial Impact**

No funds are involved with the approval of the ROPS.

**Attachments:**

1. Draft Resolution Approving Foster City's SA's ROPS 22-23 & FY 22-23 Administrative Budget
2. Exhibit A – Foster City SA's ROPS 22-23
3. Exhibit B – Foster City SA's FY 22-23 Administrative Budget
4. Exhibit C – Supporting Documents for ROPS 22-23 Items

## Attachment 1

### RESOLUTION NO. 2022-\_\_\_\_\_

#### RESOLUTION OF THE SAN MATEO COUNTY COUNTYWIDE OVERSIGHT BOARD APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 22-23 (“ROPS 22-23”) AND FISCAL YEAR 2022-23 ADMINISTRATIVE BUDGET OF THE FOSTER CITY SUCCESSOR AGENCY

**WHEREAS**, California Health and Safety Code (HSC) Section 34177 requires the Successor Agencies to prepare a Recognized Obligation Payment Schedule (“ROPS”) for each 12-month fiscal period, which lists the outstanding obligations of the former RDA and states the sources of funds for required payments; and

**WHEREAS**, the Foster City Successor Agency has prepared a draft ROPS for the period July 1, 2022 to June 30, 2023, referred to as “ROPS 22-23”, claiming a total enforceable obligation amount of \$335,997, as set forth in the attached Exhibit A; and

**WHEREAS**, pursuant to HSC 34180(g) the Oversight Board must approve the establishment of each ROPS; and

**WHEREAS**, HSC 34177 requires the Successor Agencies to prepare an administrative budget for Oversight Board approval; and

**WHEREAS**, the Foster City Successor Agency has prepared an administrative budget for the period July 1, 2022 to June 30, 2023, for \$21,493, as set forth in the attached Exhibit B; and

**WHEREAS**, HSC Section 34179(e) requires all action items of Countywide Oversight Boards, including the San Mateo County Countywide Oversight Board (the “Board”), be accomplished by resolution;

**NOW, THEREFORE, BE IT RESOLVED**, the San Mateo County Countywide Oversight Board hereby approves the Foster City Successor Agency ROPS 22-23 and Fiscal Year 2022-23 Administrative Budget, attached hereto as Exhibits A and B and incorporated herein by this reference;

**BE IT FURTHER RESOLVED**, that the Oversight Board directs the Successor Agency to submit the ROPS 22-23 to the State Department of Finance upon approval by the Oversight Board.

\* \* \*

Exhibit A – Foster City Successor Agency’s Recognized Obligation Payment Schedule 22-23  
Exhibit B – Foster City Successor Agency’s FY 2022-23 Administrative Budget

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary  
 Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Foster City  
 County: San Mateo

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 54,295</b>	<b>\$ 281,702</b>	<b>\$ 335,997</b>
F RPTTF	45,053	269,451	314,504
G Administrative RPTTF	9,242	12,251	21,493
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 54,295</b>	<b>\$ 281,702</b>	<b>\$ 335,997</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
 Name Title

/s/ \_\_\_\_\_  
 Signature Date

Foster City  
 Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail  
 July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$3,265,034		\$335,997	\$-	\$-	\$-	\$45,053	\$9,242	\$54,295	\$-	\$-	\$-	\$269,451	\$12,251	\$281,702
3	DDA	OPA/DDA/ Construction	02/22/ 2000	01/31/2029	PWM Residential Ventures LLC	Affordable Housing Subsidy to Developer per the terms of the Disposition and Development Agreement for the Marlin Cove Project through January 2029	Marlin Cove	1,621,900	N	\$214,888	-	-	-	-	-	\$-	-	-	-	214,888	-	\$214,888
4	DDA	OPA/DDA/ Construction	02/22/ 2000	01/31/2029	PWM Residential Ventures LLC	Utility Subsidy to Developer per the terms of the Disposition and Development Agreement for the Marlin Cove Project through January 2029	Marlin Cove	405,633	N	\$54,563	-	-	-	-	-	\$-	-	-	-	54,563	-	\$54,563
9	Administrative Cost Allowance	Admin Costs	01/31/ 2012	12/31/2035	City of Foster City	Administrative Cost Allowance	All project areas	250,234	N	\$21,493	-	-	-	-	9,242	\$9,242	-	-	-	-	12,251	\$12,251
11	Reinstatement Loan Agreement per H&S 34191.4(b)	City/County Loan (Prior 06/28/11), Cash exchange	09/10/ 2014	12/31/2035	City of Foster City	Loan Repayment from Claw Back Period-Principal and Interest	All project areas	987,267	N	\$45,053	-	-	-	45,053	-	\$45,053	-	-	-	-	-	\$-

**Foster City**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances**  
**July 1, 2019 through June 30, 2020**  
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>
1	<b>Beginning Available Cash Balance (Actual 07/01/19)</b> RPTTF amount should exclude "A" period distribution amount.				14,450	119,231	
2	<b>Revenue/Income (Actual 06/30/20)</b> RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller				12,329	422,024	
3	<b>Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)</b>					410,345	
4	<b>Retention of Available Cash Balance (Actual 06/30/20)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				-	-	
5	<b>ROPS 19-20 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC			No entry required		11,679	
6	<b>Ending Actual Available Cash Balance (06/30/20)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$26,779	\$119,231	

**Foster City**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Notes**  
**July 1, 2022 through June 30, 2023**

Item #	Notes/Comments
3	
4	
9	
11	

**Attachment 3 - Exhibit B Page 1 of 2**

FOSTER CITY SUCCESSOR AGENCY								
ADMINISTRATIVE BUDGET								
ROPS Period	20-21			21-22	22-23	Please specify budget methodology (Cost Allocation, Time Study etc).		
Obligations Period	July 2020-June 2021			July 2021-June 2022	July 2022-June 2023	Personnel Costs are based on time study/cost allocation		
Staff	Description	Requested	Actual	Variance	Requested	Requested	Inc (Dec) Between 21-22 and 22-23	Comment/Explanation for Variance
City Manager		330	330	-	330	345	15	see comment in Personnel Cost Sub-Total
Community Development Director		296	296	-	300	308	8	see comment in Personnel Cost Sub-Total
Assistant/Associate Planner		1,512	1,512	-	1,510	1,582	72	see comment in Personnel Cost Sub-Total
Finance Director		12,429	12,429	-	12,430	5,640	(6,790)	see comment in Personnel Cost Sub-Total
Assistant Finance Director		1,914	1,914	-	1,910	5,249	3,339	see comment in Personnel Cost Sub-Total
Senior Accountant		987	987	-	990	1,752	762	see comment in Personnel Cost Sub-Total
Accountant I/II		-	-	-	-	824	824	see comment in Personnel Cost Sub-Total
Accounting Specialist		172	172	-	170	178	8	see comment in Personnel Cost Sub-Total
<b>Sub-Total (Personnel Costs) - Recovery of Foster City staff time to administer the SA</b>		<b>\$ 17,640</b>	<b>\$ 17,640</b>	<b>\$ -</b>	<b>\$ 17,640</b>	<b>\$ 15,878</b>	<b>\$ (1,762)</b>	<b>Total requested personnel cost for ROPS 22-23 is lower than ROPS 21-22 and is below the City's FY 20-21 Cost Allocation Plan<sup>3</sup> of eligible charges to the Successor Agency of \$27,638.</b>
Vendor/Payee	Description	Requested	Actual	Variance	Requested	Requested	Variance	
Burke, Williams & Sorensen	Legal consulting services for administering the obligations under the Marlin Cove and/or Hillsdale/Gull project areas and the wind-down of the former Agency's affairs.	1,980	-	1,980	990	1,005	15	
Maze & Associates	Financial audit services for the Successor Agency relative to Foster City's Financial Statements/CAFR	3,770	3,763	7	3,770	3,770	-	
Urban Planning Partners	Review Marlin Cove Apartments' Annual report and prepare Affordable Housing and Utility subsidy calculation.	555	740	(185)	555	740	185	
Various	Miscellaneous supplies and/or other out-of-pocket administrative costs related to Successor Agency business	100	-	100	100	100	-	
<b>Sub-Total (Other Costs)</b>		<b>\$ 6,405</b>	<b>\$ 4,503</b>	<b>\$ 1,902</b>	<b>\$ 5,415</b>	<b>\$ 5,615</b>	<b>\$ 200</b>	
<b>Grand Total</b>		<b>\$ 24,045</b>	<b>\$ 22,143</b>	<b>\$ 1,902</b>	<b>\$ 23,055</b>	<b>\$ 21,493</b>	<b>\$ (1,562)</b>	

## Attachment 3 - Exhibit B Page 2 of 2

**FOSTER CITY  
H&S 34171(b) SA ADMIN COST ALLOWANCE REVIEW  
FY 2022-23**

Pursuant to H&S 34171(b), annual Successor Agency administrative costs are limited to the greater of \$250,000 or 3% of property tax distributed to the Successor Agency to pay enforceable obligations in the preceding fiscal year, as reduced by the administrative cost allowance (ACA) and loan repayments to the sponsoring entity. In addition, administrative costs are not to exceed 50% of property taxes allocated for enforceable obligations in the preceding fiscal year, as reduced by the ACA and any loan repayments made to the sponsoring entity.

**Maximum Administration Cost Allowance**

**Non-Admin RPTTF Allocated in Preceding Fiscal Year**

ROPS 21-22A - (July to December)	211,427	<i>June 2021 Distribution</i>
ROPS 21-22B - (January to June)	263,140	<i>January 2022 Distribution</i>
Less: Sponsoring Entity Loan Repayment:	<u>(263,396)</u>	<i>FY 2021-22 Total</i>
Non-Admin RPTTF, excluding sponsoring entity loans	(A) <u>\$ 211,171</u>	

3% of RPTTF Distributed (B) = (A)*(3%)	(B) \$ 6,335
50% of RPTTF Distributed (C) = (A)*(50%)	(C) \$ 105,586

<b>Not To Exceed Amount</b>	(D) \$ <b>105,586</b>
If (B) exceeds \$250,000, then (B), otherwise lesser of (C) and \$250,000	

**Reported SA Admin Cost**

ROPS 22-23A - (July to December)	9,242
ROPS 22-23B - (January to June)	<u>12,251</u>
	(E) <u>\$ 21,493</u>

Amount Exceeded, (E) - (D)	\$ -
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**Attachment 4 - ROPS Items 3 and 4**

**Foster City SA ROPS 22-23**

**Affordable Housing and Utility Subsidy due to developer for Marlin Cove**

	Subsidy due in FY 21-22	Growth Rate	ROPS 22-23 (Estimated)
<b>Payments Required per DDA:</b>			
Housing Subsidy (estimated annual Net Tax Increment growth of 2.5%) - <b>ROPS Item 3</b>	209,647	2.5%	\$ 214,888
Utility Subsidy (increases 2% per year) - <b>ROPS Item 4</b>	53,493	2.0%	\$ 54,563

**DISPOSITION AND DEVELOPMENT  
AGREEMENT**  
By and Between  
**COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF FOSTER CITY**  
and **M. H. PODELL COMPANY,**  
**a California Corporation**

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**MARLIN COVE REDEVELOPMENT PROJECT**

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*Prepared for*  
The Community Development Agency of the  
City of Foster City

Prepared by:  
McDonough, Holland & Allen  
A Professional Corporation  
1999 Harrison Street, 13th Floor  
Oakland, California 94612



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McDONOUGH  
HOLLAND  
& ALLEN  
*Attorneys at Law*

B. [\$602] Agency Grant.

1. The Agency shall make a grant to Developer of FIVE MILLION NINE HUNDRED THOUSAND DOLLARS (\$5,900,000) (the "Agency Grant"). FOUR MILLION NINE HUNDRED THOUSAND DOLLARS (\$4,900,000) of the Agency Grant shall be disbursed to Developer in a lump sum upon the initial expenditure of funds by Developer for a Permitted Use (described below) but not earlier than the closing of the Developer's construction loan. The balance of the Agency Grant shall be due the Developer, with interest at seven percent (7%) per annum, amortized over fifteen (15) years and paid to the Developer in equal annual installments of ONE HUNDRED NINE THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS (\$109,794) (the "Amortized Portion"). The annual payments shall be paid on May 1 of each year commencing on May 1, 2000, provided Developer has provided the Agency by April 15 of each year written evidence satisfactory to the Agency that the Developer has paid prior to delinquency all real property taxes and assessments then due on the Site, and the Developer has delivered to the Agency the annual report required under the Affordable Housing Covenant (Attachment No. 7) and is not otherwise in default under the Affordable Housing Covenant. Provided no Material Event of Default (as that term is described below) has occurred and is continuing under the terms of this Agreement or the Affordable Housing Covenant, the Agency Grant shall not be required to be repaid. If there is a Material Event of Default hereunder or under the Affordable Housing Covenant, then the Developer must repay to the Agency the amount of the Agency Grant theretofore received by the Developer.

2. The Agency Grant shall be used solely for one or more of the following purposes ("Permitted Uses"): The cost of any off-site public improvements, the cost of remediating Hazardous Materials on the Site, the payment of any fees due the City in connection with the development of the Site, the cost of relocating site occupants, the cost to acquire the Agency Acquisition Parcels to the extent the Total Acquisition Cost exceeds the reuse value of the Agency Acquisition Parcels, the cost to demolish existing improvements on the Agency Acquisition Parcels, the cost of constructing the Affordable Units (as defined below), and the cost for seismic retrofit of any building on the Site.

3. Attached hereto as Attachment No. 10 is the budget for the use of the Agency Grant (the "Grant Budget"). By written notice to Agency, Developer may reallocate dollar amounts among the budgeted line items to the extent permitted by laws governing the use of the Agency Grant. With the consent of Agency staff, the Developer may add additional line items provided the costs are incurred for the Permitted Uses listed above or for any other use for which the Agency Grant is legally permitted to be used.

4. Each month during the development of the Site in accordance with the Scope of Development, the Developer shall provide the Agency

an accounting for the use of the Agency Grant, itemizing the line items from the Grant Budget and the amounts expended to date. No later than its request of the City for a Certificate of Occupancy for the first completed portion of the Site, the Developer shall demonstrate to the reasonable satisfaction of the Agency that the Agency Grant has been spent for Permitted Uses only by providing the Agency a complete accounting of all amounts expended to date and supporting documentation evidencing all expenditures paid from the Agency Grant.

C. [\$603] Park In Lieu Fees. As part of the development of the Site, the Developer shall construct and maintain at Developer's sole cost and expense a park area along the lagoon including a dock, gazebo and public thoroughfare (the "Park Improvements"). The Agency shall enter into a cooperation agreement with the City wherein the Developer will receive a credit for the Park Improvements against the amount of in lieu fees due the City for the development of the Site. In addition to the Agency Grant, the Agency shall pay any in lieu fees due in excess of the amount of credits the Developer receives for the Park Improvements.

D. [\$604] Pledge of Tax Increment to Provide Rental Subsidies.

1. In addition to the Agency Grant, the Agency agrees to provide rental subsidies pursuant to California Health and Safety Code Section 33334.2(e)(8) to ensure the affordability of at least thirty percent (30%) of the units in the residential portion of the Site to persons and households of very low, low and moderate income (the "Affordable Units") in accordance with the Affordable Housing Covenant. **The Agency hereby pledges to Developer annually thirty percent (30%) of the Net Tax Increment generated from the Site, plus ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000) ("Tax Increment Subsidy").** Net Tax Increment shall be defined as gross tax increment revenue allocated and paid to the Agency from the Site pursuant to California Health and Safety Code Section 33670(b) attributable to assessed values of the Site in excess of the values for the Site as of the date of this Agreement, before deducting the twenty percent (20%) housing set-aside, but after deducting payments to taxing agencies pursuant to Health and Safety Code Sections 33607.5 and/or 33676. **\*This section was amended. See Page 5 of this document.**

ROPS  
Item 3

2. The Tax Increment Subsidy shall be paid to the Developer on an annual basis on May 1 of each year in an amount equal to the difference between the fair market rents of the Affordable Units and the "affordable rent" for the Affordable Units as defined in the Affordable Housing Covenant (Attachment No. 7) but not more than the Tax Increment Subsidy. If, in any year commencing more than one (1) year after the execution of this Agreement the sum of the Tax Increment Subsidy, the "Utility Subsidy" (as defined herein) and the Amortized Portion of the Agency Grant exceeds Net Tax Increment, the Tax Increment Subsidy shall be reduced for that year such that the total amount paid to the Developer for the Tax Increment Subsidy, the Utility Subsidy and the Amortized Portion of the Agency Grant does not exceed Net Tax Increment for the applicable year. No later



than April 15 of each year, the Developer shall provide the Agency with a written accounting detailing the fair market rental rates for each of the Affordable Units and the actual amount of affordable rent paid by the tenants of the Affordable Units. As used in this Section 604, the term "year" shall mean a twelve (12) month period commencing May 1 and ending April 30.

3. In addition to the Tax Increment Subsidy, the Agency hereby pledges to the Developer a utility allowance subsidy in the amount of THIRTY-SIX THOUSAND DOLLARS (\$36,000) annually (the "Utility Subsidy") for the Affordable Units. The Utility Subsidy shall be paid annually following the issuance of a Final Certificate of Completion for the residential portion of the Site and shall be increased annually at two percent (2%) to adjust for inflation.

ROPS Item  
4

4. Payment of the Tax Increment Subsidy and the Utility Subsidy shall commence on the May 1 following the issuance of a Final Certificate of Completion for the Residential Project pursuant to Section 421 of this Agreement, provided that the first such payment shall be adjusted pro rata if there have been fewer than twelve (12) months of occupancy or less than eighty-four (84) Affordable Units during the preceding year.

5. The Tax Increment Subsidy and the Utility Subsidy (collectively, the "Agency Subsidy") shall be paid to the Developer on May 1 of each year provided there is no Event of Default by the Developer under the Affordable Housing Covenant and the Developer has delivered evidence satisfactory to the Agency that the Developer has paid prior to delinquency all real property taxes and assessments then due on the Site, the annual report required under the Affordable Housing Covenant (Attachment No. 7) and the information required by paragraph 2 of this Section 604. The Agency represents that the Agency has not pledged or committed the Agency Subsidy to any other person or entity.

6. The Agency's obligation to pay the Agency Subsidy shall survive the issuance of the Certificate of Completion but shall terminate on January 4, 2029, or the termination of the Affordable Housing Covenant (attached hereto as Attachment No. 7), whichever shall first occur.

7. The Agency Subsidy shall inure to the benefit of any transferee of the Residential Project approved by the Agency, including any lender permitted hereunder who acquires the Residential Project following foreclosure of its deed of trust provided such lender or its successor agrees to maintain the Residential Project in accordance with the Affordable Housing Covenant.

E. [§605] Repayment. Provided no Material Event of Default of the Developer under the terms of this Agreement and the Affordable Housing Covenant has occurred and is continuing, neither the Agency Grant nor the Agency Subsidy shall be required to be repaid. If there is a Material Event of Default, then

F. At the request of Developer, the City of Foster City, in cooperation with Agency, approved an increase in density of the Project from two hundred sixty four (264) rental housing units to two hundred eighty (280) rental housing units.

G. Pursuant to the DDA and the Covenant, eighty-four (84) of the two hundred eighty (280) rental housing units to be constructed on the Property must be designated as Affordable Units and are required to be rent-restricted and occupied by very low, lower, and moderate income households as more particularly described in the Covenant.

H. By letter dated June 7, 2000, Developer requested Agency's assistance in applying for tax exempt bond funding from the California Debt Limit Allocation Committee ("CDLAC") to reduce the cost of financing the Project. Agency agreed to support Developer's application to CDLAC on the condition that the DDA be amended to reduce the amount of rental subsidy provided by Agency's pledge of Tax Increment Subsidy and to increase the percentage of Affordable Units restricted to occupancy by very-low income households in the event CDLAC awarded tax exempt bond funding to Developer. Developer has received \$30,000,000 in tax exempt bond financing (the "Bond Financing").

I. As a result of the increase in density of the residential project, Developer returned to Agency, on or about January 9, 2001, a portion of the Agency Grant in the amount of \$544,318.

J. Developer and Agency now desire to amend the DDA, the Covenant and the Agency Deed of Trust (i) to reflect Developer's return of a portion of the Agency Grant as a result of an increase in density of the residential project, (ii) to modify the mix of Affordable Units, (iii) to reduce the amount of rental subsidy provided by Agency's pledge of Tax Increment Subsidy to reflect changes in sources of financing for the Project, and (iv) to make other changes related thereto.

#### AGREEMENTS:

NOW THEREFORE, in consideration of the foregoing recitals, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Agency hereby agree as follows:

1. Return of Portion of the Agency Grant. Agency acknowledges that on or about January 9, 2001, Developer returned to Agency a portion of the Agency Grant in the amount of FIVE HUNDRED FORTY FOUR THOUSAND THREE HUNDRED EIGHTEEN DOLLARS (\$544,318).

2. Amendment of Section 604. The second sentence of the Paragraph 1 of Section 604 of the DDA is deleted in its entirety and replaced with the following:

"The Agency hereby pledges to Developer annually thirty percent (30%) of the Net Tax Increment generated from the Site ("Tax Increment Subsidy")." **ROPS Item 3**

## Attachment 4 - ROPS Item 11

**COUNTY OF SAN MATEO  
FOSTER CITY**

**LIMITATIONS ON REPAYMENT OF SERAF AND CITY LOANS Per 34176 (e)(6)(B) and 34191.4 (b)(2)**

Payments are limited to no more than half the increase in residual above a FY 2012-13 base year.  
Payments of housing fund loan or deferral amounts are first in priority.

**Maximum Allowable Repayment for FY 2022-23**

**Residual in FY 2012-13**

ROPS II Residual	295,511	<i>June 2012 Distribution</i>
ROPS III Residual	8,009	<i>January 2013 Distribution</i>
	(A) \$ 303,520	

**Residual in FY 2021-22**

ROPS 21-22A Residual	209,690	<i>June 2021 Distribution</i>
ROPS 21-22B Residual	183,937	<i>January 2022 Distribution</i>
	(B) \$ 393,626	

**Increase in Residual over FY 2012-13**

(C) \$ 90,106

**Not To Exceed Amount (50% of Increase)**

(D) \$ 45,053

**Reported Loan Repayments**

ROPS 22-23A - (July to December)	45,053	
ROPS 22-23B - (January to June)	0	
	(E) \$ 45,053	

**Amount Exceeded, (E) - (D)**

\$ 0



November 10, 2014

Mr. James C. Hardy, City Manager  
City of Foster City  
610 Foster City Boulevard  
Foster City, CA 94404

Dear Mr. Hardy:

Subject: Approval of Oversight Board Action

This letter supersedes the California Department of Finance's (Finance) November 10, 2014 Oversight Board (OB) Resolution No. 2014-005 determination letter. A revision was necessary to correct a clerical error. The City of Foster City Successor Agency (Agency) notified Finance of its September 10, 2014 OB Resolution on September 25, 2014. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. 2014-005 approving an agreement regarding reinstatement of a City of Foster City (City) loan made to the Former Redevelopment Agency is approved.

The Agency received a Finding of Completion on June 27, 2013. As a result of the OB finding the loan was for valid redevelopment purposes, the Agency may now place the loan on the Recognized Obligation Payment Schedule (ROPS). However, the repayment of the City loan is subject to the repayment formula outlined in HSC section 34191.4 (b) (2) (A). HSC section 34191.4 (b) (2) (A) allows this repayment to be equal to one-half of the increase between the ROPS residual pass-through distributed to the taxing entities in that fiscal year and the ROPS residual pass-through distributed to the taxing entities in the 2012-13 base year.

In addition, HSC section 34191.4 (b) (2) requires the interest be calculated from loan origination at the Local Agency Investment Fund (LAIF) rate. The accumulated interest on the loan should be recalculated from the date of loan origination using the quarterly LAIF interest rate at the time when the Agency's OB makes a finding that the City loan was for legitimate redevelopment purposes. This will supersede any existing interest rates in the loan agreement. Therefore, the repayment amounts of the agreements are subject to Finance's review and approval on subsequent ROPS.

This is Finance's determination with respect to the OB action taken.



Mr. James C. Hardy  
November 10, 2014  
Page 2

Please direct inquiries to Wendy Griffe, Supervisor or Medy Lamorena, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD  
Acting Program Budget Manager

cc: Ms. Lin-Lin Cheng, Finance Director, City of Foster City  
Mr. Bob Adler, Auditor-Controller, County of San Mateo  
California State Controller's Office

## RESOLUTION No. 2014-005

### A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF FOSTER CITY APPROVING AN AGREEMENT REGARDING REINSTATEMENT OF A CITY LOAN MADE TO THE FORMER REDEVELOPMENT AGENCY

WHEREAS, pursuant to authority granted under Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (“CRL”), the former City of Foster City Community Development Agency (“Redevelopment Agency”) had responsibility to implement the Redevelopment Plans for the Project One Community Development Project, the Marlin Cove Community Development Project, and the Hillsdale/Gull Community Development Project (collectively, the “Project Areas”); and

WHEREAS, pursuant to Resolution No. 2012-2, adopted by the City Council of the City of Foster City (“City Council”) on January 9, 2012, the City of Foster City (“City”) agreed to serve as the successor agency to the Redevelopment Agency (“Successor Agency”) commencing upon dissolution of the Redevelopment Agency on February 1, 2012 pursuant to Assembly Bill x1 26; and

WHEREAS, pursuant to Health and Safety Code Section 33220, the City was authorized to assist the Redevelopment Agency for the purpose of aiding and cooperating in the planning, undertaking, construction, and operation of redevelopment projects located within the jurisdiction of the City, upon the terms and with or without consideration as the City determined; and

WHEREAS, pursuant to Health and Safety Code Section 33445, the Redevelopment Agency was authorized to enter into agreements with the City pursuant to which the Redevelopment Agency would agree to reimburse the City for funds provided by the City for the cost of installation and construction of public improvements, structures and facilities located within or outside the Project Area; and

WHEREAS, pursuant to Health and Safety Code Sections 33132 and 33601, the Redevelopment Agency was authorized to borrow money and accept financial assistance from the City for redevelopment projects located within the Redevelopment Agency’s jurisdiction; and

WHEREAS, consistent with the foregoing authority, the City made a loan to the Redevelopment Agency in the original principal amount of \$5,000,000, in accordance with the terms set forth in City Council Resolution No. 2005-44 and Redevelopment Agency Resolution No. 247, each dated June 6, 2005, for the purpose of advancing funds to assist in the redevelopment of the Project Areas including the funding of capital improvement projects (the “Loan”); and

WHEREAS, pursuant to Health and Safety Code Section 34191.4(b), once a successor agency has received a Finding of Completion pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the entity that created the redevelopment agency (“Sponsoring Jurisdiction Loans”) shall be deemed to be enforceable obligations provided that the successor agency’s oversight board makes a finding that the Sponsoring Jurisdiction Loans were for legitimate redevelopment purposes; and

WHEREAS, the Successor Agency received a Finding of Completion on June 27, 2014; and

WHEREAS, Health and Safety Code Section 34191.4(b)(2) provides that: (i) the accumulated interest on Sponsoring Jurisdiction Loans shall be recalculated from origination at the interest rate earned by funds deposited into the Local Agency Investment Fund (“LAIF”), (ii) Sponsoring Jurisdiction Loans shall be repaid to the sponsoring jurisdiction in accordance with a defined schedule over a reasonable term of years at an interest rate not to exceed the interest rate earned by funds deposited into LAIF, and (iii) the annual amount of repayments on Sponsoring Jurisdiction Loans provided for in the Recognized Obligation Payment Schedule (“ROPS”) is subject to specified limitations; and

WHEREAS, Successor Agency staff have prepared an Agreement Regarding Reinstatement of Loan (the “Agreement”) which provides for repayment of the Loan in accordance with the requirements of Health and Safety Code Section 34191.4(b) and commits the City to use the Loan repayment proceeds in accordance with Health and Safety Code Section 34191.4(b).

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board of the Successor Agency to the Community Development Agency of the City of Foster City, as follows:

1. The Oversight Board hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the adoption of this Resolution.
2. The Oversight Board hereby finds and determines that the Loan was made for legitimate redevelopment purposes.
3. The Agreement is approved, and the Executive Director of the Successor Agency or his designee is authorized to execute the Agreement on behalf of the Successor Agency substantially in the form presented with the staff report accompanying this Resolution.
4. The Successor Agency is authorized and directed to list the Agreement and the repayment of the Loan on the Successor Agency’s ROPS for the July 1 to December 31, 2016 period (“ROPS 16-17A”) and for each succeeding ROPS period until the Loan is repaid in full in accordance with the Agreement.
5. The Executive Director and his designees are authorized to take such further actions as may be necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED a resolution of the Oversight Board of the Successor Agency to the Community Development Agency of the City of Foster City at the regular meeting held on the 10<sup>th</sup> day of September, 2014, by the following vote:

AYES: Members Acree, Koelling, McManus, Wykoff and Chair Bennett

NOES: None

ABSENT: Members Keller and Wilson

ABSTAIN: None



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DICK W. BENNETT, CHAIRPERSON

ATTEST:



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LIN-LIN CHENG, SECRETARY

# SAN MATEO COUNTY

## COUNTYWIDE OVERSIGHT BOARD

### *Members*

*Mark Addiego*

*Aimee Armsby*

*Chuck Bernstein*

*Kevin Bultema*

*Barbara Christensen*

*Mark Leach*

*Justin Mates*

Date: December 31, 2021

**Agenda Item No. 9**

To: San Mateo County Countywide Oversight Board

From: Shirley Tourel, Assistant Controller

Subject: East Palo Alto Successor Agency (SA) Recognized Obligation Payment Schedule (ROPS) 22-23

### **Background**

California Health and Safety Code (HSC) Section 34180(g) requires all ROPS to be approved by the Oversight Board.

### **Discussion**

The Annual ROPS 22-23 contains all the obligations of the former Redevelopment Agency (RDA) for fiscal year 2022-23. The SA is requesting approval by the Board to spend \$3,998,671 on outstanding obligations and administrative expenses for Annual ROPS 22-23, with funding to come from Other Funds (\$97,757) and the balance from redevelopment property tax trust fund (RPTTF \$3,900,914). Enclosed is the SA's Annual ROPS 22-23 and supporting documents.

The SA's ROPS 22-23 includes obligations that the DOF deemed as enforceable and are all pre-existing. There are no new obligations listed on the SA's ROPS 22-23.

### **Fiscal Impact**

Funding for ROPS reduces the amount of tax revenue available for "Residual" distributions to the affected taxing entities.

### **CAC Exhibit**

A - East Palo Alto SA's Annual ROPS 22-23 Agenda Packet

## CAC Exhibit A - East Palo Alto SA's ROPS Agenda

Date: December 28, 2021

To: San Mateo County Countywide Oversight Board

From: Tomohito Oku; Treasurer/Finance Director

Subject: Approval of the Recognized Obligation Payment Schedule (ROPS) 2022-23 and FY 2022-23 Administrative Cost Allowance Budget of the East Palo Alto Successor Agency (SA)

Former RDA: **City of East Palo Alto**

### **Recommendation**

Adopt a resolution approving the City of East Palo Alto SA's ROPS 2022-23 and Administrative Cost Allowance Budget.

### **Background**

SAs who either do not qualify for, or are not currently on, a Last and Final ROPS must submit annually a ROPS listing the SA's enforceable obligations and expenses to the State Department of Finance (DOF) pursuant to Health & Safety Code Sections (HSC) 34177(m) and (o). The ROPS shall include an amount for the SA's Administrative Cost Allowance as authorized under the Dissolution Act which is subject to a cap as set forth under HSC 34171. The ROPS and the Budget for the SA's Administrative Cost Allowance must be approved by the Oversight Board.

### **Additional note**

SA is requesting the maximum permissible under HSC Section 34191.4 (b)(2) for sponsoring entity loan repayment amounts (ROPS Items 1 and 3). This process will accelerate payment of outstanding obligations which will facilitate the early dissolution of the SA.

### **Financial Impact**

No funds are involved with the approval of the ROPS.

### **Attachments:**

1. Draft Resolution Approving East Palo Alto SA's ROPS 2022-23 and FY 2022-23 Administrative Budget
2. Exhibit A - East Palo Alto SA's ROPS 2022-23
3. Exhibit B - East Palo Alto SA's FY 2022-23 Administrative Budget
4. Supporting Documents for ROPS

**Attachment 1**

**RESOLUTION NO. 2022-\_\_\_\_\_**

**RESOLUTION OF THE SAN MATEO COUNTY COUNTYWIDE OVERSIGHT BOARD APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 22-23 (“ROPS 22-23”) AND FISCAL YEAR 2022-23 ADMINISTRATIVE BUDGET OF THE EAST PALO ALTO SUCCESSOR AGENCY**

**WHEREAS**, California Health and Safety Code (HSC) Section 34177 requires the Successor Agencies to prepare a Recognized Obligation Payment Schedule (“ROPS”) for each 12-month fiscal period, which lists the outstanding obligations of the former RDA and states the sources of funds for required payments; and

**WHEREAS**, the East Palo Alto Successor Agency has prepared a draft ROPS for the period July 1, 2022 to June 30, 2023, referred to as “ROPS 22-23”, claiming a total enforceable obligation amount of \$3,998,671; and

**WHEREAS**, pursuant to HSC Section 34180(g) the Oversight Board must approve the establishment of each ROPS; and

**WHEREAS**, California HSC Section 34177 requires the Successor Agencies to prepare an administrative budget for Oversight Board approval; and

**WHEREAS**, the East Palo Alto Successor Agency has prepared an administrative budget for the period July 1, 2022 to June 30, 2023, for \$40,000; and

**WHEREAS**, California HSC Section 34179(e) requires all action items of Countywide Oversight Boards, including the San Mateo County Countywide Oversight Board, be accomplished by resolution.

**NOW, THEREFORE, BE IT RESOLVED**, the San Mateo County Countywide Oversight Board hereby approves the ROPS 22-23 and the Fiscal Year 22-23 Administrative Budget of the East Palo Alto Successor Agency, attached hereto as Exhibits A and B and incorporated herein by this reference;

**BE IT FURTHER RESOLVED**, that the Oversight Board directs the East Palo Alto Successor Agency to submit the ROPS 22-23 to the State Department of Finance upon approval by the Oversight Board.

\* \* \*

Exhibit A – East Palo Alto Successor Agency’s Recognized Obligation Payment Schedule 22-23  
Exhibit B – East Palo Alto Successor Agency’s FY 2022-23 Administrative Budget

**Recognized Obligation Payment Schedule (ROPS 22-23) - Summary  
Filed for the July 1, 2022 through June 30, 2023 Period**

**Successor Agency:** East Palo Alto

**County:** San Mateo

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>22-23A Total (July - December)</b>	<b>22-23B Total (January - June)</b>	<b>ROPS 22-23 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ 97,757</b>	<b>\$ -</b>	<b>\$ 97,757</b>
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	97,757	-	97,757
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 755,163</b>	<b>\$ 3,145,751</b>	<b>\$ 3,900,914</b>
F RPTTF	730,163	3,130,751	3,860,914
G Administrative RPTTF	25,000	15,000	40,000
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 852,920</b>	<b>\$ 3,145,751</b>	<b>\$ 3,998,671</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date



**East Palo Alto**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail**  
**July 1, 2022 through June 30, 2023**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$22,853,618		\$3,998,671	\$-	\$-	\$97,757	\$730,163	\$25,000	\$852,920	\$-	\$-	\$-	\$3,130,751	\$15,000	\$3,145,751
1	Repayment Agreement (06/1989)	City/County Loan (Prior 06/28/11), Cash exchange	06/19/1989	01/18/2045	City of East Palo Alto	Loan for Operation Advances	R	976,895	N	\$976,895	-	-	97,757	477,388	-	\$575,145	-	-	-	401,750	-	\$401,750
3	Repayment Agreement (02/1995)	City/County Loan (Prior 06/28/11), Property transaction	02/21/1995	01/18/2045	City of East Palo Alto	Debt for Land Sold to Agency	G	3,691,492	N	\$1,336,726	-	-	-	-	-	\$-	-	-	-	1,336,726	-	\$1,336,726
11	Operating Subsidy Loan	Business Incentive Agreements	05/04/2004	01/01/2026	Bay Road Housing LP	Courtyard Affordable Housing	G, UC	240,000	N	\$60,000	-	-	-	-	-	\$-	-	-	-	60,000	-	\$60,000
12	Bank Charges for Bond Fiscal Agent Management	Fees	10/28/1999	01/01/2032	Wells Fargo Bank Trust	Trustee administrative charges	G, UC	65,500	N	\$5,500	-	-	-	5,500	-	\$5,500	-	-	-	-	-	\$-
15	Administrative Costs	Admin Costs	02/01/2012	06/30/2045	City of East Palo Alto and 3rd Party Vendors	Administrative Allowance	G, UC, R	545,000	N	\$40,000	-	-	-	-	25,000	\$25,000	-	-	-	-	15,000	\$15,000
20	2015 Tax Allocation Refunding Bonds, Series A	Bonds Issued After 12/31/10	10/28/1999	10/01/2032	Wells Fargo Bank Trust	Refunding of 1999 and 2003 Series A TABS	G, UC	17,334,731	N	\$1,579,550	-	-	-	247,275	-	\$247,275	-	-	-	1,332,275	-	\$1,332,275

**East Palo Alto**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances**  
**July 1, 2019 through June 30, 2020**  
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>
1	<b>Beginning Available Cash Balance (Actual 07/01/19)</b> RPTTF amount should exclude "A" period distribution amount.			1,376,275	79,997		
2	<b>Revenue/Income (Actual 06/30/20)</b> RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller				32,757	3,853,835	
3	<b>Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)</b>			12,500	45,415	3,771,835	
4	<b>Retention of Available Cash Balance (Actual 06/30/20)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			1,363,775	34,582	17,000	
5	<b>ROPS 19-20 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			65,000	
6	<b>Ending Actual Available Cash Balance (06/30/20)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$32,757	\$-	

**East Palo Alto**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Notes**  
**July 1, 2022 through June 30, 2023**

Item #	Notes/Comments
1	
3	
11	
12	
15	
20	

**Attachment 3 - Exhibit B - Page 1 of 2**

SUCCESSOR AGENCY CITY OF EAST PALO ALTO								
ADMINISTRATIVE BUDGET								
ROPS Period		20-21			21-22	22-23	Please specify budget methodology : <i>Combination</i>	
Obligations Period		July 2020-June 2021			July 2021-June 2022	July 2022-June 2023	<i>Time Study and Cost Allocation</i>	
Staff	Description	Requested	Actual	Variance	Requested	Requested	Inc (Dec) Between 21-22 and 22-23	Comment/Explanation for Variance
Finance Director	ROPS, Legal, DOF, Budget	5,000	6,913	(1,913)	5,500	7,500	2,000	
Finance Manager	GL, Audits, Monitoring	5,400	2,067	3,333	6,750	6,750	-	
Acct. Technician II	Audit, Deposits, Payments	500	-	500	2,100	2,120	20	
IT Technician	Website Improvement	-	-	-	-	-	-	
SA Administrative	Transactions, SA Meetings	-	-	-	-	-	-	
				-	-	-	-	
				-	-	-	-	
<b>Sub-Total (Personnel Costs)</b>		<b>\$ 10,900</b>	<b>\$ 8,980</b>	<b>\$ 1,920</b>	<b>\$ 14,350</b>	<b>\$ 16,370</b>	<b>\$ 2,020</b>	
Vendor/Payee	Description	Requested	Actual	Variance	Requested	Requested	Variance	
Goldfarb Lipman	Legal Fees	7,500	532	6,968	7,500	2,500	(5,000)	
Badawi	Audit	1,500	1,500	-	2,430	6,062	3,632	
TBD	AV Analysis	3,500	-	3,500	1,525	-	(1,525)	
Willdan	Debt Compliance	2,240	4,675	(2,435)	2,900	3,773	873	Increase due to an increase in the consultant expense
Cost Overhead	Other Costs, OH	14,360	25,813	(11,453)	11,295	11,295	-	
<b>Sub-Total (Other Costs)</b>		<b>\$ 29,100</b>	<b>\$ 32,520</b>	<b>\$ (3,420)</b>	<b>\$ 25,650</b>	<b>\$ 23,630</b>	<b>\$ (2,020)</b>	
<b>Grand Total</b>		<b>\$ 40,000</b>	<b>\$ 41,500</b>	<b>\$ (1,500)</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 0</b>	

Notes

COUNTY OF SAN MATEO  
 EAST PALO ALTO  
 H&S 34171(b) SA ADMIN COST ALLOWANCE REVIEW  
 FY 2022-23

Pursuant to H&S 34171(b), annual Successor Agency administrative costs are limited to the greater of \$250,000 or 3% of property tax distributed to the Successor Agency to pay enforceable obligations in the preceding fiscal year, as reduced by the administrative cost allowance (ACA) and loan repayments to the sponsoring entity. In addition, administrative costs are not to exceed 50% of property taxes allocated for enforceable obligations in the preceding fiscal year, as reduced by the ACA and any loan repayments made to the sponsoring entity.

**Maximum Administration Cost Allowance**

**Non-Admin RPTTF Allocated in Preceding Fiscal Year**

ROPS 21-22A - (July to December)	815,234	<i>June 2021 Distribution</i>
ROPS 21-22B - (January to June)	2,143,540	<i>January 2022 Distribution</i>
Less: Sponsoring Entity Loan Repayment:	(1,405,660)	<i>FY 2021-22 Total</i>
Non-Admin RPTTF, excluding sponsoring entity loans	(A) <u>\$ 1,553,114</u>	

<b>3% of RPTTF Distributed (B) = (A)*(3%)</b>	(B) \$ 46,593
<b>50% of RPTTF Distributed (C) = (A)*(50%)</b>	(C) \$ 776,557

<b>Not To Exceed Amount</b>	(D) \$ <b>250,000</b>
If (B) exceeds \$250,000, then (B), otherwise lesser of (C) and \$250,000	

**Reported SA Admin Cost**

ROPS 22-23A - (July to December)	25,000
ROPS 22-23B - (January to June)	15,000
(E) <u>\$ 40,000</u>	

<b>Amount Exceeded, (E) - (D)</b>	\$ -
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**Attachment 4 - ROPS Items 1 & 3**

**EAST PALO ALTO SUCCESSOR AGENCY**

**LIMITATIONS ON REPAYMENT OF SERAF AND CITY LOANS Per 34176 (e)(6)(B) and 34191.4 (b)(2)**

Payments are limited to no more than half the increase in residual above a FY 2012-13 base year.  
 Payments of housing fund loan or deferral amounts are first in priority.

**Maximum Allowable Repayment for FY 2022-23**

**Residual in FY 2012-13**

ROPS II Residual	\$ 713,587	<i>June 2012 Distribution</i>
ROPS III Residual	\$ 2,948,396	<i>January 2013 Distribution</i>
	(A) \$ 3,661,983	

**Residual in FY 2021-22**

ROPS 21-22A Residual	\$ 3,737,889	<i>June 2021 Distribution</i>
ROPS 21-22B Residual	\$ 4,551,337	<i>January 2022 Distribution</i>
	(B) \$ 8,289,226	

**Increase in Residual over FY 2012-13**

(C) \$ 4,627,244

**Not To Exceed Amount (50% of Increase)**

(D) \$ 2,313,622

**Reported Loan Repayments**

ROPS 22-23A - (July to December)	575,145	
ROPS 22-23B - (January to June)	1,738,476	
	(E) \$ 2,313,621	**

**Amount Exceeded, (E) - (D)**

\$ -

\*\*ROPS Item 1 \$ 976,895  
 ROPS Item 3 \$ 1,336,726  
 Total \$ 2,313,621



July 16, 2013

Mr. Edmund Suen, Finance Director  
City of East Palo Alto  
2415 University Avenue  
East Palo Alto, CA 94303

Dear Mr. Suen:

Subject: Request for a Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of East Palo Alto Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Andrea Scharffer, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Mr. Edmund Suen  
July 16, 2013  
Page 2

Sincerely,



STEVE SZALAY  
Local Government Consultant

cc: Mr. Carlos Martinez, Economic Development Manager, City of East Palo Alto  
Ms. Shirley Tourel, Deputy Auditor-Controller, County of San Mateo  
California State Controller's Office



Oversight Board Resolution Approving Sponsoring  
Entity Loans as Obligations

**RESOLUTION NO. OB 2016-02**

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF EAST PALO ALTO APPROVING THE RAVENSWOOD OPERATING ADVANCES AGREEMENT WITH THE CITY OF EAST PALO ALTO IN THE AMOUNT OF \$5,371,520 AS ENFORCEABLE OBLIGATION AND FINDING THAT THE LOAN WAS FOR LEGITIMATE REDEVELOPMENT PURPOSES**

**WHEREAS**, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding ABx1 26 (the "Dissolution Act") largely constitutional; and

**WHEREAS**, under the Dissolution Act and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency of the City of East Palo Alto (the "Dissolved RDA"), were dissolved on February 1, 2012; and

**WHEREAS**, on January 10, 2012, the City Council (the "City Council") of the City of East Palo Alto (the "City") adopted resolution 4226 accepting for the City the role of Successor Agency to the Dissolved RDA (the "Successor Agency"); and

**WHEREAS**, under the Dissolution Law, including the recently enacted SB 107, the definition of sponsoring entity loans was expanded; and

**WHEREAS**, pursuant to HSC section 34191.4 (b), loan agreements between the former redevelopment agency and the sponsoring entity may be placed on the ROPS if the following requirements are met: (1) the Successor Agency has received a Finding of Completion; and (2) the Successor Agency's Oversight Board approves the loan as an enforceable obligation and finds the loan was for legitimate redevelopment purposes; and

**WHEREAS**, the Successor Agency staff prepared, and the Oversight Board met at a duly noticed public meeting on January 28, 2016 to consider and information regarding the legitimate redevelopment purposes for which the Ravenswood Operating Advances Loan was made; and

**WHEREAS**, the Successor Agency received a Finding of Completion on July 16, 2013;

**NOW, THEREFORE, BE IT RESOLVED** that the Oversight Board of the Successor Agency for the Dissolved RDA hereby finds, resolves, and determines as follows:

**SECTION 1.** The foregoing recitals are true and correct, and, together with information provided by the Successor Agency staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.

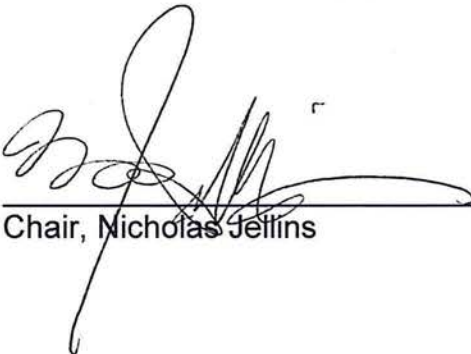
**SECTION 2.** Under the Health and Safety Code, the Oversight Board may reconsider disallowed enforceable obligations by the Department of Finance.

**SECTION 3.** The Oversight Board has reviewed the Ravenswood Operating Advances Loan, including the existing repayment schedule provided in Exhibit A to this resolution, and approves the loan as an enforceable obligation and finds the loan was made for legitimate redevelopment purposes. This finding is based upon information provided to the Oversight Board.

**SECTION 4.** The Oversight Board has reviewed the aforementioned obligation, and hereby approves this item to be listed in ROPS 16-17 as an enforceable obligation.


**ADOPTED** on January 28, 2016 by the Members of the Oversight Board of the Successor Agency for the Former Redevelopment Agency of the City of East Palo Alto with the following vote, to wit:

	Jellins	Farrales	Rutherford	Jackson	Sved (for Singh)	Chow	Martinez
AYES:	✓		✓	✓	✓		✓
NOES:							
ABSENT:		X				X	
ABSTAIN:							




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Chair, Nicholas Jellins




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Secretary, Joseph Prado




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Approved as to form, OB Counsel

**Ravenswood Project Area**  
**Re-stated Loan Balance: Proofed Cash Advances**

Rate	0.75% Per Quarter 3.00% Annually		From July 2020	1.00% Per Quarter 4.00% Annually	
Month	Beginning Balance	Interest	Cash Advance	Payment	Principal Balance
Jun-02	\$ -	\$ -	\$274,146.00	(\$19,528.65)	\$ 254,617.35
Sep-02	\$ 254,617.35	\$ 1,909.63	\$0.00	\$0.00	\$ 256,526.98
Dec-02	\$ 256,526.98	\$ 1,923.95	\$0.00	\$0.00	\$ 258,450.93
Mar-03	\$ 258,450.93	\$ 1,938.38	\$1.00	\$1.00	\$ 260,391.31
Jun-03	\$ 260,391.31	\$ 1,952.93	\$138,115.24	(\$52,426.17)	\$ 348,033.32 \$ 7,724.90
Sep-03	\$ 348,033.32	\$ 2,610.25	\$0.00	\$0.00	\$ 350,643.57
Dec-03	\$ 350,643.57	\$ 2,629.83	\$0.00	\$0.00	\$ 353,273.40
Mar-04	\$ 353,273.40	\$ 2,649.55	\$0.00	\$0.00	\$ 355,922.95
Jun-04	\$ 355,922.95	\$ 2,669.42	\$535,000.00	(\$69,000.00)	\$ 824,592.37 \$ 10,559.05
Sep-04	\$ 824,592.37	\$ 6,184.44	\$0.00	\$0.00	\$ 830,776.81
Dec-04	\$ 830,776.81	\$ 6,230.83	\$0.00	\$0.00	\$ 837,007.64
Mar-05	\$ 837,007.64	\$ 6,277.56	\$0.00	\$0.00	\$ 843,285.19
Jun-05	\$ 843,285.19	\$ 6,324.64	\$1,130,000.00	(\$133,200.00)	\$ 1,846,409.83 \$ 25,017.47
Sep-05	\$ 1,846,409.83	\$ 13,848.07	\$0.00	\$0.00	\$ 1,860,257.91
Dec-05	\$ 1,860,257.91	\$ 13,951.93	\$0.00	\$0.00	\$ 1,874,209.84
Mar-06	\$ 1,874,209.84	\$ 14,056.57	\$0.00	\$0.00	\$ 1,888,266.42
Jun-06	\$ 1,888,266.42	\$ 14,162.00	\$1,280,000.00	(\$268,800.00)	\$ 2,913,628.41 \$ 56,018.58
Sep-06	\$ 2,913,628.41	\$ 21,852.21	\$0.00	\$0.00	\$ 2,935,480.63
Dec-06	\$ 2,935,480.63	\$ 22,016.10	\$0.00	\$0.00	\$ 2,957,496.73
Mar-07	\$ 2,957,496.73	\$ 22,181.23	\$0.00	\$0.00	\$ 2,979,677.96
Jun-07	\$ 2,979,677.96	\$ 22,347.58	\$1,095,000.00	(\$422,400.00)	\$ 3,674,625.54 \$ 22,347.58
Sep-07	\$ 3,674,625.54	\$ 27,559.69	\$0.00	\$0.00	\$ 3,702,185.23
Dec-07	\$ 3,702,185.23	\$ 27,766.39	\$0.00	\$0.00	\$ 3,729,951.62
Mar-08	\$ 3,729,951.62	\$ 27,974.64	\$0.00	\$0.00	\$ 3,757,926.26
Jun-08	\$ 3,757,926.26	\$ 28,184.45	\$1,070,000.00	(\$282,400.00)	\$ 4,573,710.71 \$ 111,485.16
Sep-08	\$ 4,573,710.71	\$ 34,302.83	\$0.00	\$0.00	\$ 4,608,013.54
Dec-08	\$ 4,608,013.54	\$ 34,560.10	\$0.00	\$0.00	\$ 4,642,573.64
Mar-09	\$ 4,642,573.64	\$ 34,819.30	\$0.00	\$0.00	\$ 4,677,392.94
Jun-09	\$ 4,677,392.94	\$ 35,080.45	\$940,000.00	\$0.00	\$ 5,652,473.39 \$ 138,762.68
Sep-09	\$ 5,652,473.39	\$ 42,393.55	\$0.00	\$0.00	\$ 5,694,866.94
Dec-09	\$ 5,694,866.94	\$ 42,711.50	\$0.00	\$0.00	\$ 5,737,578.44
Mar-10	\$ 5,737,578.44	\$ 43,031.84	\$0.00	\$0.00	\$ 5,780,610.28
Jun-10	\$ 5,780,610.28	\$ 43,354.58	\$0.00	\$0.00	\$ 5,823,964.86 \$ 171,491.47
Sep-10	\$ 5,823,964.86	\$ 43,679.74	\$0.00	\$0.00	\$ 5,867,644.59
Dec-10	\$ 5,867,644.59	\$ 44,007.33	\$0.00	\$0.00	\$ 5,911,651.93
Mar-11	\$ 5,911,651.93	\$ 44,337.39	\$0.00	(\$3,225,434.58)	\$ 2,730,554.74
Jun-11	\$ 2,730,554.74	\$ 20,479.16	\$0.00	\$0.00	\$ 2,751,033.90 \$ 152,503.62
Sep-11	\$ 2,751,033.90	\$ 20,632.75	\$0.00	\$0.00	\$ 2,771,666.65
Dec-11	\$ 2,771,666.65	\$ 20,787.50	\$0.00	\$0.00	\$ 2,792,454.15
Mar-12	\$ 2,792,454.15	\$ 20,943.41	\$0.00	\$0.00	\$ 2,813,397.56
Jun-12	\$ 2,813,397.56	\$ 21,100.48	\$3,225,435.00	(\$1,075,145.00)	\$ 4,984,788.04 \$ 83,464.14
Sep-12	\$ 4,984,788.04	\$ 37,385.91	\$0.00	\$0.00	\$ 5,022,173.95
Dec-12	\$ 5,022,173.95	\$ 37,666.30	\$0.00	\$0.00	\$ 5,059,840.25
Mar-13	\$ 5,059,840.25	\$ 37,948.80	\$0.00	\$0.00	\$ 5,097,789.06
Jun-13	\$ 5,097,789.06	\$ 38,233.42	\$0.00	\$0.00	\$ 5,136,022.47 \$ 151,234.43
Sep-13	\$ 5,136,022.47	\$ 38,520.17	\$0.00	\$0.00	\$ 5,174,542.64
Dec-13	\$ 5,174,542.64	\$ 38,809.07	\$0.00	\$0.00	\$ 5,213,351.71
Mar-14	\$ 5,213,351.71	\$ 39,100.14	\$0.00	\$0.00	\$ 5,252,451.85
Jun-15	\$ 5,252,451.85	\$ 39,393.39	\$0.00	\$0.00	\$ 5,291,845.24 \$ 155,822.77



**Ravenswood Project Area**  
**Re-stated Loan Balance: Proofed Cash Advances**

Rate	0.75% Per Quarter 3.00% Annually		From July 2020	1.00% Per Quarter 4.00% Annually	
Month	Beginning Balance	Interest	Cash Advance	Payment	Principal Balance
Sep-15	\$ 5,291,845.24	\$ 39,688.84	\$0.00	\$0.00	\$ 5,331,534.08
<b>Dec-15</b>	\$ 5,331,534.08	\$ 39,986.51	\$0.00	\$0.00	\$ 5,371,520.58
Mar-16	\$ 5,371,520.58	\$ 40,286.40	\$0.00	\$0.00	\$ 5,411,806.99
<b>Jun-16</b>	\$ 5,411,806.99	\$ 40,588.55	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 5,452,395.54</b>
Sep-16	\$ 5,452,395.54	\$ 40,892.97	\$0.00	\$0.00	\$ 5,493,288.51
Dec-16	\$ 5,493,288.51	\$ 41,199.66	\$0.00	\$0.00	\$ 5,534,488.17
Mar-17	\$ 5,534,488.17	\$ 41,508.66	\$0.00	\$0.00	\$ 5,575,996.83
<b>Jun-17</b>	\$ 5,575,996.83	\$ 41,819.98	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 5,617,816.81</b>
Sep-17	\$ 5,617,816.81	\$ 42,133.63	\$0.00	\$0.00	\$ 5,659,950.43
Dec-17	\$ 5,659,950.43	\$ 42,449.63	\$0.00	\$0.00	\$ 5,702,400.06
JAN PYMT	\$ 5,702,400.06	\$ -	\$0.00	<b>(\$400,000.00)</b>	\$ 5,302,400.06
Mar-18	\$ 5,302,400.06	\$ 39,768.00	\$0.00	\$0.00	\$ 5,342,168.06
<b>Jun-18</b>	\$ 5,342,168.06	\$ 40,066.26	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 5,382,234.32</b>
Sep-18	\$ 5,382,234.32	\$ 40,366.76	\$0.00	\$0.00	\$ 5,422,601.08
Dec-18	\$ 5,422,601.08	\$ 40,669.51	\$0.00	\$0.00	\$ 5,463,270.59
JAN PYMT	\$ 5,463,270.59	\$ -	\$0.00	<b>(\$400,000.00)</b>	\$ 5,063,270.59
Mar-19	\$ 5,063,270.59	\$ 37,974.53	\$0.00	\$0.00	\$ 5,101,245.12
<b>Jun-19</b>	\$ 5,101,245.12	\$ 38,259.34	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 5,139,504.46</b>
JUL PYMT	\$ 5,139,504.46	\$ -	\$0.00	<b>(\$1,350,290.00)</b>	\$ 3,789,214.46
Sep-19	\$ 3,789,214.46	\$ 28,419.11	\$0.00	\$0.00	\$ 3,817,633.56
Dec-19	\$ 3,817,633.56	\$ 28,632.25	\$0.00	\$0.00	\$ 3,846,265.82
JAN PYMT	\$ 3,846,265.82	\$ -	\$0.00	<b>(\$864,410.00)</b>	\$ 2,981,855.82
Mar-20	\$ 2,981,855.82	\$ 22,363.92	\$0.00	\$0.00	\$ 3,004,219.73
<b>Jun-20</b>	\$ 3,004,219.73	\$ 22,531.65	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 3,026,751.38</b>
JUL PYMT	\$ 3,026,751.38	\$ -	\$0.00	<b>(\$1,075,145.00)</b>	\$ 1,951,606.38
Sep-20	\$ 1,951,606.38	\$ 14,637.05	\$0.00	\$0.00	\$ 1,966,243.43
Dec-20	\$ 1,966,243.43	\$ 14,746.83	\$0.00	\$0.00	\$ 1,980,990.26
Mar-21	\$ 1,980,990.26	\$ 14,857.43	\$0.00	\$0.00	\$ 1,995,847.68
<b>Jun-21</b>	\$ 1,995,847.68	\$ 14,968.86	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 2,010,816.54</b>
JUL PYMT	\$ 2,010,816.54	\$ -	\$0.00	<b>(\$625,145.00)</b>	\$ 1,385,671.54
Sep-21	\$ 1,385,671.54	\$ 10,392.54	\$0.00	\$0.00	\$ 1,396,064.08
Dec-21	\$ 1,396,064.08	\$ 10,470.48	\$0.00	\$0.00	\$ 1,406,534.56
JAN PYMT	\$ 1,406,534.56	\$ -	\$0.00	<b>(\$450,000.00)</b>	\$ 956,534.56
Mar-22	\$ 956,534.56	\$ 7,174.01	\$0.00	\$0.00	\$ 963,708.57
<b>Jun-22</b>	\$ 963,708.57	\$ 7,227.81	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 970,936.38</b>
JUL PYMT	\$ 970,936.38	\$ -	\$0.00	<b>(\$575,145.00)</b>	\$ 395,791.38
Sep-22	\$ 395,791.38	\$ 2,968.44	\$0.00	\$0.00	\$ 398,759.82
Dec-22	\$ 398,759.82	\$ 2,990.70	\$0.00	\$0.00	\$ 401,750.52
JAN PYMT	\$ 401,750.52	\$ -	\$0.00	<b>(\$401,750.52)</b>	\$ -
		<b>\$ 2,002,521.68</b>	<b>\$ 9,687,697.24</b>	<b>(\$11,690,218.92)</b>	

\$575,145 + \$401,750 = \$976,895 ROPS Item #1

**RESOLUTION NO. OB 2016-03**

**A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF EAST PALO ALTO APPROVING THE GATEWAY LAND PURCHASE AND SALE AGREEMENT WITH THE CITY OF EAST PALO ALTO IN THE AMOUNT OF \$6,413,730 AS ENFORCEABLE OBLIGATION AND FINDING THAT THE LOAN WAS FOR LEGITIMATE REDEVELOPMENT PURPOSES**

**WHEREAS**, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding ABx1 26 (the "Dissolution Act") largely constitutional; and

**WHEREAS**, under the Dissolution Act and the California Supreme Court's decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency of the City of East Palo Alto (the "Dissolved RDA"), were dissolved on February 1, 2012; and

**WHEREAS**, on January 10, 2012, the City Council (the "City Council") of the City of East Palo Alto (the "City") adopted resolution 4226 accepting for the City the role of Successor Agency to the Dissolved RDA (the "Successor Agency"); and

**WHEREAS**, under the Dissolution Law, including the recently enacted SB 107, the definition of sponsoring entity loans was expanded; and

**WHEREAS**, pursuant to HSC section 34191.4 (b), loan agreements between the former redevelopment agency and the sponsoring entity may be placed on the ROPS if the following requirements are met: (1) the Successor Agency has received a Finding of Completion; and (2) the Successor Agency's Oversight Board approves the loan as an enforceable obligation and finds the loan was for legitimate redevelopment purposes; and

**WHEREAS**, the Successor Agency staff prepared, and the Oversight Board met at a duly noticed public meeting on January 28, 2016 to consider and information regarding the legitimate redevelopment purposes for which the Gateway Land Purchase and Sale Loan was made; and

**WHEREAS**, the Successor Agency received a Finding of Completion on July 16, 2013;

**NOW, THEREFORE, BE IT RESOLVED** that the Oversight Board of the Successor Agency for the Dissolved RDA hereby finds, resolves, and determines as follows:

**SECTION 1.** The foregoing recitals are true and correct, and, together with information provided by the Successor Agency staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.


**SECTION 2.** Under the Health and Safety Code, the Oversight Board may reconsider disallowed enforceable obligations by the Department of Finance.

**SECTION 3.** The Oversight Board has reviewed the Gateway Land Purchase and Sale Loan, including the existing repayment schedule provided in Exhibit A to this resolution, and approves the loan as an enforceable obligation and finds the loan was made for legitimate redevelopment purposes. This finding is based upon information provided to the Oversight Board.

**SECTION 4.** The Oversight Board has reviewed the aforementioned obligation, and hereby approves this item to be listed in ROPS 16-17 as an enforceable obligation.

**ADOPTED** on January 28, 2016 by the Members of the Oversight Board of the Successor Agency for the Former Redevelopment Agency of the City of East Palo Alto with the following vote, to wit:

	Jellins	Farrales	Rutherford	Jackson	Sved (for Singh)	Chow	Martinez
AYES:	✓		✓	✓	✓		✓
NOES:							
ABSENT:		X				X	
ABSTAIN:							




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Chair, Nicholas Jellins




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Secretary, Joseph Prado




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Approved as to form, OB Counsel



Gateway Land Purchase and Sale Agreement Amortization of Loan Payments			
Rate		0.00%	
<u>Fiscal</u> <u>Year</u> <u>Ending</u>	<u>Beginning</u> <u>Balance</u>	<u>Payment</u>	<u>Principal Balance</u>
Jun-16	\$ 6,413,729.89	\$0.00	\$ 6,413,729.89
Jun-17	\$ 6,413,729.89	\$0.00	\$ 6,413,729.89
Jun-18	\$ 6,413,729.89	(\$188,639.11)	\$ 6,225,090.78
Jun-19	\$ 6,225,090.78	(\$188,639.11)	\$ 6,036,451.67
Jun-20	\$ 6,036,451.67	(\$188,639.11)	\$ 5,847,812.56
Jun-21	\$ 5,847,812.56	(\$188,639.11)	\$ 5,659,173.45
Jun-22	\$ 5,659,173.45	(\$188,639.11)	\$ 5,470,534.34
Jun-23	\$ 5,470,534.34	(\$188,639.11)	\$ 5,281,895.23
Jun-24	\$ 5,281,895.23	(\$188,639.11)	\$ 5,093,256.12
Jun-25	\$ 5,093,256.12	(\$188,639.11)	\$ 4,904,617.01
Jun-26	\$ 4,904,617.01	(\$188,639.11)	\$ 4,715,977.90
Jun-27	\$ 4,715,977.90	(\$188,639.11)	\$ 4,527,338.79
Jun-28	\$ 4,527,338.79	(\$188,639.11)	\$ 4,338,699.68
Jun-29	\$ 4,338,699.68	(\$188,639.11)	\$ 4,150,060.57
Jun-30	\$ 4,150,060.57	(\$188,639.11)	\$ 3,961,421.46
Jun-31	\$ 3,961,421.46	(\$188,639.11)	\$ 3,772,782.35
Jun-32	\$ 3,772,782.35	(\$188,639.11)	\$ 3,584,143.24
Jun-33	\$ 3,584,143.24	(\$188,639.11)	\$ 3,395,504.13
Jun-34	\$ 3,395,504.13	(\$188,639.11)	\$ 3,206,865.02
Jun-35	\$ 3,206,865.02	(\$188,639.11)	\$ 3,018,225.91
Jun-36	\$ 3,018,225.91	(\$188,639.11)	\$ 2,829,586.80
Jun-37	\$ 2,829,586.80	(\$188,639.11)	\$ 2,640,947.69
Jun-38	\$ 2,640,947.69	(\$188,639.11)	\$ 2,452,308.58
Jun-39	\$ 2,452,308.58	(\$188,639.11)	\$ 2,263,669.47
Jun-40	\$ 2,263,669.47	(\$188,639.11)	\$ 2,075,030.36
Jun-41	\$ 2,075,030.36	(\$188,639.11)	\$ 1,886,391.25
Jun-42	\$ 1,886,391.25	(\$188,639.11)	\$ 1,697,752.14
Jun-43	\$ 1,697,752.14	(\$188,639.11)	\$ 1,509,113.03
Jun-44	\$ 1,509,113.03	(\$188,639.11)	\$ 1,320,473.92
Jun-45	\$ 1,320,473.92	(\$188,639.11)	\$ 1,131,834.81
Jun-46	\$ 1,131,834.81	(\$188,639.11)	\$ 943,195.70
Jun-47	\$ 943,195.70	(\$188,639.11)	\$ 754,556.59
Jun-48	\$ 754,556.59	(\$188,639.11)	\$ 565,917.48
Jun-49	\$ 565,917.48	(\$188,639.11)	\$ 377,278.37
Jun-50	\$ 377,278.37	(\$188,639.11)	\$ 188,639.26
Jun-51	\$ 188,639.26	(\$188,639.26)	\$ (0.00)
		(\$6,413,729.89)	

**ROPS Item 3**

OB Staff Comments:  
The SA is requesting funding that is in excess of the amortization schedule. See explanation on SA staff report.



\$1,200,000  
LOAN AGREEMENT  
The Courtyard at Bay Road  
(Bay Road Operating Subsidy)

ROPS Item 11 - \$60,000

This Loan Agreement (the "Agreement") is entered into as of December ~~30~~<sup>30</sup>, 2004, by and between the Redevelopment Agency of the City of East Palo Alto, a public body, corporate, and politic (the "Agency") and Bay Road Housing L.P., a California limited partnership (the "Borrower"), with reference to the following facts:

A. The Borrower has acquired that certain property located at 1730 Bay Road and 1740 Bay Road, East Palo Alto (the "Property") and, on which it intends to develop seventy-seven (77) units of affordable housing (the "Improvements").

B. The Agency is required to replace housing units destroyed by the Agency as part of its redevelopment program. In consideration for the Agency loaning funds to the Borrower, the Borrower has agreed that the units in the Development will be regulated in order to comply with the requirements of the Health and Safety Code Section 33413 with regard to replacement housing, and the units will be counted towards the Agency's replacement housing obligation.

C. Through this Agreement, the Agency wishes to provide financial assistance to the Borrower for the Development, in the form of an operating subsidy loan in a maximum amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000) (the "Loan") to consist of an annual obligation to provide an operating subsidy until the Development is self-sustaining.

WITH REFERENCE TO THE FACTS RECITED ABOVE, the Agency and the Borrower (the "Parties") agree as follows:

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

(a) "Adjusted Income" shall mean total anticipated annual income of all persons in a household as calculated in accordance with 24 CFR 92.203 (b)(1) (which incorporates 24 CFR 813).

(b) "Affordability Covenant" shall mean the affordability agreement between the Agency and the Borrower dated of even date herewith, and recorded against the Property on \_\_\_\_\_ as document no. \_\_\_\_\_.

(c) "Agency" shall mean the Redevelopment Agency of the City of East Palo Alto, a public body, corporate, and politic.

(d) "Agreement" shall mean this Loan Agreement.

(e) "Annual Operating Expenses" with respect to a particular calendar year shall mean the following costs reasonably and actually incurred for operation and maintenance of the Development to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and other taxes and assessments imposed on the Development; debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on loans associated with development of the Development and approved by the Agency including debt service on loans from the County of San Mateo; property management fees and reimbursements, not to exceed fees and reimbursements which are standard in the industry and pursuant to a management contract approved by the Agency; partnership management fees (including any asset management fees), if any, not to exceed a total of Twenty Thousand Dollars (\$20,000) per year increased by three percent (3%) per year, all as specifically approved in advance and in writing by the Agency at the time the tax credit syndication occurs and only during the approximately fifteen (15)-year time period when the tax credit investor is included in the Borrower's partnership, premiums for property damage and liability insurance; utility services not paid for directly by tenants, including but not limited to water, sewer, and trash collection; ordinary and extraordinary maintenance and repair; any annual license or certificate of occupancy fees required for operation of the Development; security services and systems; professional fees for legal, audit, accounting and tax returns, and others; advertising and marketing; cash deposited into reserves for capital replacements of the Development in an amount not to exceed six tenths of one percent (.6%) of the total development cost of the Development; cash deposited into an operating reserve in an amount not to exceed three percent (3%) of Annual Operating Expenses or the amount required in connection with the permanent financing and the tax credit syndication, whichever is greater (or any greater amount approved in writing by the Agency) but with the operating reserve capped at six (6) months gross rent from the Development (as such rent may vary from time to time); payment of any previously unpaid portion of the Developer Fee due Community Housing Developers (with interest at a rate not to exceed two percent (2%) simple interest) not exceeding a cumulative developer fee due Community Housing Developers in the maximum amount set forth in this Loan Agreement; extraordinary operating costs specifically approved in writing by the Agency; payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the Agency and not listed above. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses; any amount expended from a reserve account; and any capital cost with respect to the Development, as determined by the accountant for the Development.

(f) "Approved Development Budget" shall mean the proforma development budget, including sources and uses of funds, attached to this Agreement as Exhibit B.

(g) "Approved Financing" shall mean financing approved by the Agency at the request of the Borrower and for which the Borrower demonstrates to the Agency's reasonable satisfaction that repayment of the additional loans will not jeopardize the repayment of the Loan.

- (h) "Authorized Officers" shall mean, in the case of the Agency, its Executive Director, and in the case of the Borrower, its President or Executive Director.
- (i) "Borrower" shall mean Bay Road Housing L.P., a California limited partnership.
- (j) "Certificate of Occupancy" shall mean a temporary or permanent certificate of occupancy issued by the City of East Palo.
- (k) "City" shall mean the City of East Palo Alto, a municipal corporation.
- (l) "County" shall mean the County of San Mateo, a subdivision of the State of California.
- (m) "Deed of Trust" shall mean the deed of trust securing the Loan to be recorded against the Property.
- (n) "Default" shall have the meaning set forth in Section 6.1 below.
- (o) "Development" shall mean Borrower's fee interest in the Property and in the Improvements.
- (p) "Development Services Agreement" shall mean that certain agreement between the Borrower and the General Partner whereby the General Partner agrees to be the Developer for the purposes of the Development.
- (q) "Financing Plan" shall mean evidence of the availability of the funds necessary to develop the Development on the Property as approved by the Agency prior to the execution of this Agreement.
- (r) "Fiscal Year" shall mean the fiscal year observed by the Development, which shall extend from January 1 to December 31.
- (s) "General Partner" shall mean Sands Drive Housing, Inc., a California nonprofit public benefit corporation, and the Borrower's general partner.
- (t) "Gross Revenue" with respect to a particular calendar year shall mean all revenue, income, receipts, and other consideration actually received from operation and leasing of the Development. Gross Revenue shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements; net proceeds from vending and laundry room machines; the proceeds of business interruption or similar insurance and not paid to senior lenders; the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and condemnation awards for a taking of part or all of the Development for a temporary period. Gross Revenue shall not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

(u) "Hazardous Materials" shall have the meaning set forth in Section 4.6 below.

(v) "Hazardous Materials Claim" shall have the meaning set forth in Section 4.6 below.

(w) "Hazardous Materials Law" shall have the meaning set forth in Section 4.6 below.

(x) "Improvements" shall mean the seventy-seven (77) apartment units to be operated as affordable housing and ancillary improvements on the Property pursuant to this Agreement.

(y) "Loan" shall mean the loan from the Agency to the Borrower for an operating subsidy in a total amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000) pursuant to this Agreement.

(z) "Loan Documents" shall mean this Agreement, the Note, the Deed of Trust, and the Affordability Covenant.

(aa) "Median Income" shall mean the median gross yearly income for households in San Mateo County, as published periodically by the California Department of Housing and Community Development ("HCD"). In the event such income determinations are no longer published by HCD, or are not updated for a period of at least twenty-four (24) months, the Agency shall provide Borrower with other income determinations which are reasonably similar with respect to method of calculation to those previously published by HCD.

(bb) "Net Annual Housing Fund Deposit" shall mean the tax increment funds deposited by the Agency in its Low and Moderate Income Housing Fund as required by Health and Safety Code Section 33334.2 minus the following:

(i) Debt-service obligations on housing bonds issued prior May 2, 2004;

(ii) Payments and commitments of funds for housing projects approved by the Agency Board prior to May 2, 2004; and

(iii) Federal, state, and local government pass-through payments required by law, including, but not limited to, state Education Resource Augmentation Fund ("ERAF") payments.

(cc) "Net Cash Flow" shall mean the total Gross Revenue generated by the Development, less Annual Operating Expenses.

(dd) "Note" shall mean the note that will evidence the Borrower's obligation to repay the Loan to be executed concurrently herewith.



(ee) "Parties" shall mean the Agency and the Borrower.

(ff) "Property" shall mean the real property located in East Palo Alto, California, more particularly described in the attached Exhibit A.

(gg) "Term" shall mean the term of the Loan, commencing on the date of this Agreement and continuing for twenty (20) years after the initial disbursement of the Loan to Borrower.

(hh) "Transfer" shall have the meaning set forth in Section 4.12 below.

(ii) "Unit" shall mean one of the seventy-seven (77) apartment units to be constructed on the Property.

#### Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

EXHIBIT A: Legal Description of the Property

EXHIBIT B: Approved Development Budget

### ARTICLE 2 LOAN PROVISIONS

#### Section 2.1 Loan.

The Agency shall loan to the Borrower the Loan in the maximum principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000) for the purposes set forth in Section 2.3 of this Agreement.

The Agency shall disburse the Loan in accordance with Section 2.6.

#### Section 2.2 Interest.

(a) Subject to Section 2.2(b), the outstanding principal balance of the Loan shall accrue simple interest at the rate of two percent (2%) per annum, commencing on the initial disbursement of the Loan to Borrower.

(b) In the event of a Default, interest on the Loan shall begin to accrue, as of the date of Default and continuing until such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of eight percent (8%), compounded annually, or the highest rate permitted by law.

#### Section 2.3 Use of Loan Funds.

The Borrower shall use Loan funds to pay costs incurred by the Developer associated with the operation of the Development, and the Borrower shall not use the Loan funds for any other purpose.

Section 2.4 Security.

The Borrower's obligation under this Loan Agreement and the Note shall be secured by the Deed of Trust on the Property.

Section 2.5 Conditions Precedent to Disbursement of Loan.

(a) The City shall not be obligated to make any disbursements of Loan proceeds or take any other action under the Loan Documents unless the following conditions precedent are satisfied prior to each such disbursement of the Loan:

(i) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement if not cured within the applicable cure period;

(ii) The Borrower has executed and delivered to the Agency all documents, instruments, and policies required under the Loan Documents.

(iii) A title insurer reasonably acceptable to the Agency is unconditionally and irrevocably committed to issuing an ALTA lender's policy insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the Agency, and containing such endorsements as the Agency may reasonably require.

(iv) The Deed of Trust has been recorded against the Property in the Office of the Recorder of the County.

(v) The Affordability Covenant has been recorded against the Property in the Office of the Recorder of the County.

(vi) The Borrower has furnished the Agency with evidence of the insurance coverage meeting the requirements of Section 4.13 below.

(v) The Borrower has furnished the Agency with the audited financials required pursuant to Section 2.7 in a timely manner.

Section 2.6 Loan Disbursement.

(a) The Loan is intended to provide an operating subsidy to fill a gap in the operating budget of the Development when, and only when, such a gap exists. No later than October 31<sup>st</sup> of each Fiscal Year commencing in the Fiscal Year in which a Certificate of Occupancy is issued and continuing until the nineteenth Fiscal Year after issuance of a Certificate of Occupancy, Borrower shall submit to the Agency a proposed operating budget for the succeeding Fiscal Year. The operating budget shall include all projected revenue sources as

well as all projected expenses and shall be in sufficient detail for the Agency to determine any operating deficits projected for the Development for the succeeding Fiscal Year. The Agency may, after receipt of the operating budget request supporting information that will enable it to verify the projected budget. If there exists a gap in the operating budget for succeeding Fiscal Year, then the Borrower is eligible for an Annual Disbursement (as defined below). Notwithstanding the foregoing, in any year in which the proposed operating budget demonstrates that there exists Net Cash Flow, the Borrower shall not be eligible for an Annual Disbursement.

(b) If for a given Fiscal Year, there exists a gap in the operating budget submitted for that year, then the Borrower shall receive a disbursement of the Loan on January 30<sup>th</sup> of the applicable Fiscal year (the "Annual Disbursement"). If there does not exist a gap in the operating budget for a given Fiscal Year, then no Annual Disbursement shall be made in the following year.

(c) The maximum amount of the Annual Disbursement shall be the lesser of thirty percent (30%) of the Net Annual Housing Fund Deposit or Sixty Thousand Dollars (\$60,000). The minimum amount of the Annual Disbursement shall be as follows:

- Year 1 - \$45,000
- Year 2 - \$40,000
- Year 3 - \$40,000
- Year 4 - \$35,000
- (2011) Year 5 - \$35,000
- Year 6 - \$25,000
- Year 7 - \$25,000
- Year 8-20 \$15,000

Notes

Historically, SA asks for the maximum (\$60,000) each year. The Net Annual Housing Fund Deposit amount is not known at this time.

Section 2.7 Repayment Schedule.

The Loan shall be repaid as follows:

(a) The Loan and this Agreement shall have a term (the "Term") that expires on the date twenty (20) years after the initial disbursement of Loan Funds to the Borrower.

(b) For any Fiscal Year in which there exists Net Cash Flow from the operation of the Development, Borrower shall make a repayment of the Loan equal to seventy-five percent (75%) of the Net Cash Flow. No later than April 30 of each Fiscal Year commencing in the first full Fiscal Year after the Development has received an Annual Disbursement, Borrower shall submit to the Agency copies of an independent audit of the financial operations of the Development. The independent audit shall indicate the Net Cash Flow for the Development. All repayments shall be due no later than May 31<sup>st</sup> of each year. Payments made shall be credited first against accrued interest and then against outstanding principal.

(c) All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Transfer not authorized by the Agency, (ii) the date of any Default, and (iii) the expiration of the Term.

(d) The Borrower shall have the right to prepay the Loan at any time. However, the Affordability Covenant shall remain in effect for fifty-five (55) years, regardless of any prepayment.

(e) The Borrower shall owe a late charge of two percent (2%) of the amount due if an amount due under Section 2.6 (c) or under this Section 2.7 remains unpaid (i) ten (10) days after the due date, if the Borrower does not deliver an extension request to the Agency within such ten (10)-day period, or (ii) sixty (60) days after the due date, if the Borrower so requests an extension. After so requesting an extension, the Borrower's failure to make the payment by the sixty-first (61<sup>st</sup>) day after the due date shall be a Default without further notice and opportunity to cure.

#### Section 2.8 Non-Recourse

Except as provided below, the Borrower shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan or the performance of the covenants of the Borrower under the Deed of Trust. The sole recourse of the Agency with respect to the principal of, or interest on, the Note and defaults by Borrower in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; however, nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Agency thereunder, or (b) be deemed in any way to impair the right of the Agency to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the Agency under Sections 4.6 and 7.4 of this Agreement, or liability for (i) fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by the Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

#### Section 2.9 Subordination

The Agency may subordinate the Deed of Trust to the lien of certain deeds of trust securing the Approved Financing, including loans provided by the investor limited partner that are used for construction and development costs or provide permanent financing for the Development, provided the subordination documents provide the Agency with reasonably adequate notice and cure rights to enable the Agency to avoid foreclosure of the deeds of trust securing the Approved Financing.



Upon a determination by the Agency Executive Director that the requirements of Health and Safety Code Section 33334.14 are satisfied, including that the Approved Financing documents contain provisions that are reasonably designed to protect the Agency's interest in the event of default under such loans, the Agency shall subordinate the Affordability Covenant to the liens of the deeds of trust securing the Approved Financing.

Section 2.10 Limitation on Development Fee.

The amount and terms of the Loan have been determined in light of the reasonably anticipated costs operation of the Development. As provided in the Financing Plan, the parties have determined that the reasonable development fee (the "Development Fee") for acquisition, construction, and operation of the Development is an amount not to exceed One Million Two Hundred Thousand Dollars (\$1,200,000). Unless otherwise approved in writing by the Agency, the Development Fee shall not exceed One Million Two Hundred Thousand Dollars (\$1,200,000).

No compensation from any source shall be received by or payable to the Borrower, the General Partner or any other person or entity in connection with the provision of development services for the acquisition, construction, or operation of the Development, except that Borrower may receive an incentive management fee in accordance with the Partnership Agreement, but only to the extent that such fee is paid from Net Cash Flow after repayment of the Agency Loan. The Agency acknowledges that the General Partner will be the Developer for the Development pursuant to a Development Services Agreement between the General Partner and the Borrower, and that the Development Fee described in this Section 2.10 will be paid to the General Partner.

ARTICLE 3 CONSTRUCTION OF THE DEVELOPMENT

Section 3.1 Commencement of Construction.

Borrower shall cause the commencement of construction of the Development no later than November 1, 2004. The Borrower and the Agency agree that commencement of construction shall include commencement of grading and foundation work for the Development.

Section 3.2 Completion of Construction.

Borrower shall diligently prosecute construction of the Development to completion, and shall cause the completion of the construction of the Development no later than December 31, 2005. Completion of construction shall be evidenced by receipt of a Temporary or permanent Certificate of Occupancy from the City.

Section 3.3 Construction Pursuant to Plans and Laws.

(a) Borrower shall construct the Development in conformance with the permits and approvals. Borrower shall notify the Agency in a timely manner of any changes in the work required to be performed under this Agreement, including any material additions, changes, or deletions to the plans and specifications approved by the Agency. A written change

order authorized by the Agency must be obtained before any of the following changes, additions, or deletions in work for the Development may be performed: (1) any change in the work the cost of which exceeds Twenty-Five Thousand Dollars (\$25,000); or (2) any set of changes in the work the cost of which cumulatively exceeds Fifty Thousand Dollars (\$50,000); or (3) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the plans and specifications approved by the Agency. Consent to any additions, changes, or deletions to the work shall not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond. Agency shall utilize best efforts to approve or disapprove change orders within five (5) working days of receipt of a request for approval.

(b) The Borrower shall cause all work performed in connection with construction of the Improvements to be performed in compliance with all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and the Borrower shall be responsible to the Agency for the procurement and maintenance thereof, as may be required of the Borrower and all entities engaged in work on the Property.

(c) The Borrower shall comply with the City's Prevailing Wage Policy. Consistent with such policy, the Borrower shall and shall cause the contractor and subcontractors to pay prevailing wages in the construction of the Improvements as those wages are determined pursuant to Labor Code Sections 1720 et seq., and implementing regulations of the Department of Industrial Relations. The Borrower shall and shall cause the contractor and contractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq. Copies of the currently applicable current per diem prevailing wages are available from the City of East Palo Alto Public Works Department, 2200 University Avenue, East Palo Alto, California 94303. During the construction of the Improvements, Borrower shall or shall cause the contractor to post at the Property the applicable prevailing rates of per diem wages. Borrower shall indemnify, hold harmless and defend, (with counsel reasonably acceptable to the Agency) the Agency and the City against any claims for damages, compensation, fines, penalties or other amounts arising out of failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., and implementing regulations in connection with construction of the Improvements or any other work undertaken or in connection with the Property.

(d) The Borrower shall comply with the City's First Source Hiring Policy and Local Business Enterprise Policy and shall include such policies in all contracts and subcontracts.

#### Section 3.4 Marketing and Management Plan.

(a) No later than six (6) months prior to the projected date of the completion of the Development, Borrower shall submit to the Agency for approval its plan for marketing the

Development to income-eligible households as required pursuant to the Affordability Covenant, including information on affirmative marketing efforts and compliance with fair housing laws. The Borrower agrees that it shall draw applicants for the Units from the City Central Wait List, and only if the Borrower is unable to rent all the Units to qualified applicants on the Central Wait List, will the Borrower market the Units.

(b) Upon receipt of the Marketing and Management Plan, the Agency shall promptly review the Marketing and Management Plan and shall approve or disapprove it within thirty (30) days after submission. If the Marketing and Management Plan is not approved, Borrower shall submit a revised Marketing and Management Plan within thirty (30) days. If the Agency does not approve the revised Marketing and Management Plan because Borrower fails to make specific revisions requested by the Agency, Borrower shall be in default hereunder.

### Section 3.5 Equal Opportunity.

During the construction of the Development there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

### Section 3.6 Progress Reports.

Until such time as Borrower has completed construction of the Property, as evidenced by a building permit sign-off by the City building official, Borrower shall provide the Agency with quarterly progress reports regarding the status of the construction of the Development, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.10 below.

### Section 3.7 Construction Responsibilities.

(a) It shall be the responsibility of Borrower to coordinate and schedule the work to be performed so that commencement and completion of construction will take place in accordance with this Agreement.

(b) Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the Agency with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the Agency, and should not be relied upon by Borrower or by any third parties as a warranty or representation by the Agency as to the quality of the design or construction of the Development.

### Section 3.8 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or the Development or a stop notice affecting the Loan is served on the Agency or any other lender or other third party in

connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the Agency a surety bond in sufficient form and amount, or provide the Agency with other assurance satisfactory to the Agency that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the Agency may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the Agency may require Borrower to immediately deposit with the Agency the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The Agency may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction on the Development for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes the Agency, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the Agency deems necessary or desirable to protect its interest in the Development and Property.

#### Section 3.9 Inspections.

Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the City and Agency and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement. Borrower may require that such observation and inspection visits be supervised by the Borrower's project coordinator.

#### Section 3.10 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the Agency has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the Agency for approval within fifteen (15) days of the date Borrower receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the Agency shall be required to amend the Approved Development Budget. The Agency shall utilize best efforts to approve or disapprove requested amendments to the Approved Development Budget within five (5) working days of receipt of a request for approval.

### ARTICLE 4 LOAN REQUIREMENTS

#### Section 4.1 Applicability.

The Borrower shall comply with this Article Four throughout the Term.



Section 4.2 Financial Accountings and Post-Completion Audits.

No later than April 1, 2007, the Borrower shall provide to the Agency a financial accounting of all sources and uses of funds for the Development, consisting of the audited report, and such additional information as may be reasonably necessary to evidence project sources and uses.

Section 4.3 Information.

The Borrower shall provide any information reasonably requested by the Agency in connection with the Development.

Section 4.4 Records.

(a) The Borrower shall maintain complete, accurate, and current records pertaining to the Development for a period of three (3) years after the end of the operating year in which such records are created (or such longer period as may be required by law or this Agreement), and shall permit any duly authorized representative of the Agency to inspect and copy records. Such records shall include all invoices, receipts, and other documents related to expenditures from the Loan funds. Records must be kept accurate and current.

(b) The Agency shall notify the Borrower of any records it deems insufficient. The Borrower shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the Agency in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then the Borrower shall begin to correct the deficiency within fifteen (15) days and shall correct the deficiency as soon as reasonably possible.

Section 4.5 Audits.

The Borrower shall make available for examination at reasonable intervals and during normal business hours to the Agency all books, accounts, reports, files, and other papers or property with respect to all matters covered by this Agreement, and shall permit the Agency to audit, examine, and make excerpts or transcripts from such records. The Agency may make audits of any conditions relating to this Agreement.

Section 4.6 Hazardous Materials.

(a) The Borrower shall cause the Property to be kept or maintained in compliance with, and shall not cause or permit the Property to be in violation of, any federal, state or local laws, rules, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. The Borrower shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or

state laws or regulations (collectively referred to as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) The Borrower shall immediately advise the Agency in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against the Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials (a "Hazardous Materials Law"); (ii) all claims made or threatened by any third party against the Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are referred to as "Hazardous Materials Claims"); and (iii) the Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) If the Agency reasonably believes that the Borrower is not acting prudently and with diligence, or if the Agency otherwise reasonably believes that its interests are not adequately protected, then the Agency shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by the Borrower. The Borrower shall indemnify and hold harmless the Agency and its Board members, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the Agency in connection with clauses (i) and (ii), including but not limited to reasonable attorneys' fees. This obligation to indemnify shall survive termination of this Agreement.

(d) Without the Agency's prior written consent, which shall not be unreasonably withheld, the Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the Agency's reasonable judgment, impair the value of the Agency's security hereunder; however, the Agency's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the Agency's consent before taking such action (but in such event the Borrower shall notify the Agency as soon as practicable). The Agency agrees not to withhold its consent, where such consent is required hereunder, if either (i)

a particular remedial action is ordered by a court of competent jurisdiction, (ii) the Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) the Borrower establishes to the reasonable satisfaction of the Agency that there is no reasonable alternative to such remedial action which would result in less impairment of the Agency's security hereunder; or (iv) the action has been agreed to by the Agency.

(e) This Section is intended as the Agency's written request for information (and the Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(f) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Agency's or the trustee's rights and remedies under the Deed of Trust, the Agency may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the borrower to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Agency's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Agency in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the Agency upon its demand made at any time following the conclusion of such action.

#### Section 4.7 Maintenance and Damage.

(a) During the course of both construction and operation of the Development, the Borrower shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) days after receiving notice of such a condition, then in addition to any other rights available to the Agency, the Agency shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or



other encumbrance against the Property, including payment from loan proceeds not yet disbursed to the Borrower (which shall be deemed disbursed if used for such payment).

(b) If any Improvement now or in the future on the Property is damaged or destroyed, then the Borrower shall, at its cost and expense, diligently undertake to repair or restore such Improvement.

Section 4.8 Fees and Taxes.

The Borrower shall be solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property.

Section 4.9 Notice of Litigation.

The Borrower shall promptly notify the Agency in writing of any litigation materially affecting the Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.10 Operation of Development as Affordable Housing.

(a) Upon the execution of this Agreement or the recordation of the Affordability Covenant, whichever is later, the Borrower shall continuously operate and maintain the Development as multifamily housing rented to occupants and at rent levels in conformity with the Affordability Covenant.

(b) Before leasing any unit in the Development, the Borrower shall submit its proposed form of lease agreement for the Agency's review and approval.

(c) Before leasing the Development, the Borrower must provide the Agency, for its review and approval, with the Borrower's written tenant selection plan utilizing the City's Central Wait List.

(d) Information documenting the maximum household income of a household, and the total charges for rent, utilities, and related services to each household occupying the Development, shall be maintained as provided in the Affordability Covenant.

Section 4.11 Nondiscrimination.

The Borrower covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant shall run with the land.

Section 4.12 Transfer.

(a) For purposes of this Agreement, "Transfer" shall mean any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any rights and/or duties under this Agreement, and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and the Borrower retains title.

(b) No Transfer shall be permitted without the prior written consent of the Agency, which the Agency may withhold in its sole discretion, provided, however, the Borrower may transfer the general partnership interest to a wholly controlled affiliate or subsidiary of Community Housing Developers, Inc., provided the Borrower provides the Agency with notice of such transfer and an opportunity to review the bylaws or formation documents for such subsidiary or affiliate and provided further, the Borrower may transfer the limited partnership interest to a tax credit equity investor provided Community Housing Developers, Inc. or a wholly owned affiliate or subsidiary of Community Housing Developers, Inc., remains the general partner of the Borrower and the Agency has approved any amendments to the Partnership Agreement, which approval shall not be unreasonably withheld, denied or conditioned. The Loan shall automatically accelerate and be due in full upon any unauthorized Transfer.

(c) A reasonableness standard shall apply to certain Transfers, as provided in Section 7.14(b).

#### Section 4.13 Insurance Requirements.

The Borrower shall maintain or cause to be maintained, the following insurance coverages throughout the Term of the Loan:

(a) Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(b) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations, provided, however, prior to construction of the Improvements, Borrower shall not be required to obtain Products and Completed Operations insurance.

(c) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable; provided, however, that if the Borrower does not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required.

(d) Property insurance covering the Development (including building risk insurance during the course of construction), in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the

replacement value, with deductible, if any, acceptable to the Agency, naming the Agency as a Loss Payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations.

(e) The Borrower shall cause any general contractor or agent working on the Development under direct contract with the Borrower, and any subcontractors to such general contractors or agents, to maintain insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be One Million Dollars (\$1,000,000), and shall require that such insurance shall meet all of the general requirements of subsections (f) and (g) below. Subcontractors working on the Development under indirect contract with the Borrower shall be required to maintain the insurance described in subsections (a), (b), and (c) above. Comprehensive General Liability and Comprehensive Automobile Liability insurance required to be maintained by such contractors and agents pursuant to this subsection shall name as additional insureds the Agency, its officers, agents, employees and members of the Board of Directors.

(f) The required insurance shall be provided under an occurrence form, and Borrower shall maintain such coverage continuously so long as the Note is outstanding. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(g) All policies and bonds shall contain (a) the agreement of the insurer to give the Agency at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (b) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the Agency; (c) a provision that no act or omission of the Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (d) a waiver by the insurer of all rights of subrogation against the Agency and its authorized parties in connection with any loss or damage thereby insured against.

## ARTICLE 5 REPRESENTATIONS OF BORROWER

### Section 5.1 Representations.

(a) The Borrower hereby represents as follows:

(i) the Borrower is unaware of any event or condition that would reasonably be expected to make development of the Development infeasible; and

(ii) the Borrower is unaware of any event or condition that would reasonably be expected to make development of the Development more costly than as set forth in the Approved Development Budget.

## ARTICLE 6 DEFAULT AND REMEDIES

### Section 6.1 Events of Default.

Each of the following shall constitute a "Default" by the Borrower under this Agreement:

- (a) Failure to Construct. Subject to Section 7.13, failure of the Borrower to commence and complete construction of the Development within the times set forth in Article 3 above.
- (b) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within thirty (30) days of receipt of written notice from the Agency that such payment is due pursuant to the Loan Documents (except that in the event of an extension request under Section 2.7(e), a Default shall exist if the amount due under Section 2.7 remains unpaid on the sixty-first (61<sup>st</sup>) day after the due date, without further notice and opportunity to cure).
- (c) Breach of Covenants. Failure by the Borrower to duly perform, comply with, or observe any of the other conditions, terms, or covenants of any of the Loan Documents, including, but not limited to failure to provide the Agency with the audited financial for the project annually as required pursuant to Section 2.7 and such failure having continued uncured for sixty (60) days after receipt of written notice thereof from the Agency to the Borrower, or if the breach cannot reasonably be cured within sixty (60) days, the Borrower shall not be in breach if the Borrower diligently undertakes to cure such breach and such breach is cured within a reasonable time; however, if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control.
- (d) Default Under Other Loans. Failure to make any payment or perform any of the Borrower's covenants, agreements, or obligations under the documents evidencing and securing the Approved Financing following expiration of all applicable notice and cure periods.
- (e) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging the Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of the Borrower or seeking any arrangement for the Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of the Borrower in bankruptcy or insolvency or for any of their properties, or (iv) directing the winding up or liquidation of the Borrower, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or the Borrower shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events in this paragraph shall act to accelerate automatically, without the need for any action by the Agency, the indebtedness evidenced by the Note.
- (f) Assignment; Attachment. The Borrower shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed

upon shall have been returned or released within ninety (90) days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events in this paragraph shall act to accelerate automatically, without the need for any action by the Agency, the indebtedness evidenced by the Note.

(g) Suspension; Termination. The Borrower shall have voluntarily suspended its business, or while the Borrower is a partnership, the partnership shall have been dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(h) Liens on Property and the Project. There shall be filed any claim of lien (other than liens approved in writing by the Agency) against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of such claim of lien or notice to withhold for a period of twenty (20) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the Agency.

(i) Unauthorized Transfer. Any Transfer other than as permitted by Section 4.12.

(j) Representation or Warranty Incorrect. Any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the Agency in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made and causing a material adverse impact on the Agency that remains ten (10) days after receipt of written notice from the Agency.

#### Section 6.2 Remedies.

The occurrence of any Default (which by definition follows the expiration of all applicable notice and cure periods) will, either at the option of the Agency or automatically where so specified, relieve the Agency of any obligation to make or continue the Loan and shall give the Agency the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including (but not limited to) the following:

(a) Acceleration of Note. The Agency shall have the right to cause all indebtedness of the Borrower to the Agency under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The Agency may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Agency as a creditor and secured party under the law including the Uniform Commercial Code and foreclosure under the Deed of Trust. The Borrower shall be liable to pay the Agency on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the Agency in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The Agency shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the Borrower to perform its



obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The Agency shall have the right (but not the obligation) to cure any monetary default by the Borrower under a loan other than the Loan. The Borrower agrees to reimburse the Agency for any funds advanced by the Agency to cure a monetary default by Borrower upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law or eight percent (8%) per annum from the date of expenditure until the date of reimbursement.

Section 6.3 Right of Contest.

The Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Agency.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the Agency by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Agency by the terms of any such instrument, or by any statute or otherwise against the Borrower and any other person. Neither the failure nor any delay on the part of the Agency to exercise any such rights and remedies shall operate as a waiver, nor shall any single or partial exercise by the Agency of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 6.5 Condemnation.

The condemnation, seizure, or appropriation of all or a portion of the Property shall be the basis for a no-fault termination of this Agreement unless the Property is restored by Borrower subsequent to the condemnation in a manner that allows the Property to continue to be used for affordable housing in accordance with this Loan Agreement. Repayment of the Loan shall be made before any distribution of condemnation proceeds to the Borrower, except to the extent that such proceeds are used to rebuild the Development or repay the Approved Financing that is prior to the Loan or the extent that condemnation only affects a portion of the Property and the Property is capable of being restored, in which case the condemnation proceeds will be used for restoration of the Property.

## ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the Agency and Borrower or

its agents, employees or contractors, and Borrower shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the ownership of the Property, construction of the Improvements, and operation of the Development, Borrower shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Borrower shall be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the Agency by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the lease of the Property, the construction of the Improvements, or the operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the lease of the Property, the construction of the Improvements, or the operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties.

Section 7.4 Indemnification.

(a) The Borrower shall indemnify, defend and hold the City, the Agency, their councilmembers, board members, officers, employees, agents, successors and assigns harmless against all claims made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with the Property, or the development, construction, marketing and operation of the Development, except to the extent such claim arises from the grossly negligent or willful misconduct of the City or the Agency, their councilmembers, board members, officers, employees, agents, successors and assigns. The Borrower shall indemnify, defend and hold the City, the Agency, their councilmembers, board members, officers, employees, agents, successors and assigns harmless from any claims made against it or expenses, including reasonable attorneys' fees related to any relocation claims filed by occupants of the Property including any claims for relocation assistance, moving expenses, replacement housing payments, last resort housing or other claims pursuant to the Uniform Relocation Act, Section 104(d) and the California Relocation Law. The provisions of this Section 7.4(a) shall survive the expiration of the Term and the reconveyance of the Deed of Trust.

(b) The Agency shall indemnify, defend and hold the Borrower and its board members, officers, employees, agents, successors and assigns harmless against all claims made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection



Agency's violation of this Agreement, except to the extent such claim arises from the grossly negligent or willful misconduct of the Borrower or its boardmembers, officers, employees, agents, successors and assigns. The provisions of this Section 7.4(b) shall survive the expiration of the Term and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of Agency and Agency Officials, Employees and Agents.

No member, official, employee or agent of the Agency shall be personally liable to the Borrower in the event of any default or breach by the Agency or for any amount which may become due to the Borrower or its successor or on any obligation under the terms of this Agreement.

Section 7.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement, except that the investor limited partner of the Borrower shall be a third party beneficiary with respect to notice and cure rights granted the limited partner in this Agreement.

Section 7.7 Discretion Retained By City.

The Agency's execution of this Agreement in no way limits the discretion of the City in the permit and approval process in connection with development of the Development.

Section 7.8 Notices, Demands and Communications.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

Agency:                      Redevelopment Agency of the City of East Palo Alto  
   2415 University Avenue  
   East Palo Alto, CA 94303  
   Attention: Executive Director

Borrower:                     Bay Road Housing, L.P.  
   255 N. Market Street, Suite 290  
   San Jose, CA 95110  
   Attention: Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section 7.8. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.9 Applicable Law.

This Agreement shall be governed by California law.

Section 7.10 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

Section 7.11 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.12 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.13 Force Majeure.

Performance by either Party shall not be deemed to be in default where defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); weather which, in the opinion of the Borrower's contractor, will necessitate delays; acts of the other Party; acts or failure to act of any public or governmental agency or entity (other than the acts or failure to act of the Agency); or any other causes (other than the Borrower's inability to obtain financing for the Development) beyond the control or without the fault of the Party claiming an extension of time to perform. Times of performance under this Agreement may also be extended in writing by the Agency and the Borrower.

Section 7.14 Approvals.

(a) Whenever this Agreement calls for a Party's approval, consent, or waiver, the written approval, consent, or waiver of the Party's Authorized Officer shall constitute the approval, consent, or waiver of the Party, without further authorization required from the Party's board. The Parties hereby authorize their Authorized Officers to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of them.

(b) All approvals under this Agreement shall be subject to a reasonableness standard, except where a sole discretion standard is specifically provided.

Section 7.15 Waivers.

Any waiver by the Agency of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Agency to take action on any breach or default of the Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to the Borrower to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Agency to any act or omission by the Borrower shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the Agency's written consent to future waivers.

Section 7.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.17 Entire Understanding of the Parties. This Agreement (and the other Loan Documents) constitute the entire understanding and agreement of the Parties with respect to the Loan.

Section 7.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Section 7.19 Legal Actions.

If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action (and any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement). The Superior Court of the County of San Mateo shall be the forum and venue for all litigation.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

BY SIGNING BELOW, the Parties confirm their agreement to the terms of this Agreement as of the date first written above.

ATTEST:

AGENCY:

The Redevelopment Agency of the City of East Palo Alto, a public body, corporate, and politic

By: \_\_\_\_\_

By:   
Its: Executive Director

BORROWER:

Bay Road Housing, L.P., a California limited partnership

By: Sands Drive Housing, Inc., a California nonprofit public benefit corporation, its general partner

By:   
Its: Executive Director

**RIDER TO LOAN AGREEMENT DATED DECEMBER \_\_, 2004  
BETWEEN THE REDEVELOPMENT AGENCY OF THE CITY OF EAST PALO ALTO  
(the “AGENCY”) AND BAY ROAD HOUSING, L.P., (the “BORROWER”)  
CONCERNING PROPERTY LOCATED AT 1740 BAY ROAD, EAST PALO ALTO,  
CALIFORNIA (the “PROJECT”)**

Notwithstanding anything to the contrary set forth in any one or more of the documents (the “Loan Documents”) evidencing or securing the Agency’s \$1,200,000 loan to the Borrower (the “Loan”), the Agency makes the covenants set forth in this Rider.

1. The Agency will give Wachovia Affordable Housing Community Development Corporation, together with its successors and assigns, (the “Limited Partner”) a copy of any written notice it gives to the Borrower under the Loan Documents.

2. The Agency will give the Limited Partner ten (10) days after the Limited Partner’s receipt of such notice to cure a non-payment of any sum due under the Loan Documents.

3. The Agency will give the Limited Partner thirty (30) days after the Limited Partner’s receipt of such notice to cure any other default under the Loan Documents.

4. If a default is incapable of being cured within thirty (30) days, the Agency will give the Limited Partner such additional time as is reasonably necessary to cure such default provided it has commenced to cure such default within thirty (30) days and diligently proceeds to cure such default.

5. If the Limited Partner makes any such payment or otherwise cures such default, the Agency will accept such action as curing the respective default under the Loan Documents.

6. The Agency will permit the Limited Partner to transfer its limited partner interest to any person or entity at any time provided that, if at such time the Limited Partner has not made 100% of the capital contributions it is required to make to the Borrower, the Limited Partner shall remain liable to the Borrower for such capital contributions.

7. The Agency will permit the Limited Partner to remove the general partner of the Borrower in accordance with the Borrower's partnership agreement, provided that the substitute general partner shall be acceptable to the Agency in its reasonable discretion. An affiliate of the Limited Partner shall be an acceptable substitute general partner.

8. The Agency will permit insurance and condemnation proceeds to be used to rebuild the Project provided that (i) sufficient funds are provided from other sources to effectively rebuild the Project to a multifamily housing complex, and (ii) the Agency shall hold all such proceeds and disburse them based on the progress of construction, subject to such additional reasonable conditions as the Agency may impose.

9. If the Project cannot be restored on or before the maturity date of the Loan, the Agency will extend such maturity date for so long as may be required to restore the Project, provided: (i) the Borrower provides evidence acceptable to the Agency in its reasonable discretion that the Borrower has or will have sufficient funds to pay all interest and principal on the Loan during such extended period; (ii) the Borrower diligently commences the restoration of the Project; and (iii) thereafter, the Borrower diligently prosecutes the restoration of the Project to completion.

10. The Agency has not and will not cross-default or cross-collateralize the Loan with any other loan.

11. Limited Partner is intended to be a direct beneficiary of the covenants set forth in this Rider and shall be entitled to bring an action to enforce the same independent of any rights of the Borrower.

12. This Rider may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

AGENCY:

Redevelopment Agency of the City of East Palo Alto, a public body, corporate and politic

By: Alvin D. James

Name: Alvin D. James

Its: Executive Director

BORROWER:

Bay Road Housing, L.P., a California limited partnership

By: Sands Drive Housing, Inc., a California nonprofit public benefit corporation, its general partner

By: Ronald Morgan

Name: Ronald Morgan

Its: Executive Director



AGENCY NOTE  
(Bay Road Operating Subsidy)

\$1,200,000

East Palo Alto, California  
12/30, 2004

FOR VALUE RECEIVED, Bay Road Housing, L.P., a California limited partnership (the "Borrower"), promises to pay to the Redevelopment Agency of the City of East Palo Alto, a public body, corporate, and politic (the "Agency"), or order, the principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000), or such lesser amount as actually disbursed pursuant to the Loan Agreement (as defined below).

1. Loan Agreement. This promissory note (the "Note") evidences the Borrower's obligation to repay the Agency pursuant to the loan agreement between the Borrower and the Agency of even date with this Note (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

2. Interest. The principal balance shall bear interest as set forth in Section 2.2 of the Loan Agreement and the Intercreditor Agreement.

3. Repayment Requirements. This Note shall be due and payable as set forth in Section 2.7 of the Loan Agreement.

4. Security. This Note is secured by a deed of trust (the "Deed of Trust") encumbering the Property.

5. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to the Agency at the office of the Agency as set forth in the Loan Agreement, or to such other place as the Agency may from time to time designate in writing.

(c) All payments on this Note shall be without expense to the Agency, and the Borrower agrees to pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of the Agency, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, the

OLD PUBLIC TITLE COMPANY  
hereby certifies that this is a true  
copy of the original.

551\22\179894.1  
11/22/04



whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that the Agency may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall the Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

6. Default.

(a) An Event of Default under the Loan Agreement (which is defined to include an uncured unwaived violation of any Loan Document) shall be an Event of Default under this Note.

(b) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust, shall at the option of the Agency become immediately due and payable upon written notice by the Agency to the Borrower without further demand (or automatically, to the extent specified in the Loan Agreement).

(c) The failure to exercise the remedy set forth in Subsection 6(b) above or any other remedy provided by law upon the occurrence of an Event of Default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by the Agency of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of the Agency, except as and to the extent otherwise provided by law.

7. Waivers.

(a) The Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that the Agency may accept further security or release any security for this Note, all without in any way affecting the liability of the Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the Agency with any person now or hereafter liable for payment of this note shall operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

(c) The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

8. Miscellaneous Provisions.

(a) All notices to the Agency or the Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as the Agency and the Borrower may designate in accordance with the Loan Agreement.

(b) The Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by the Agency in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement. In addition, the prevailing party in any litigation shall be entitled to recover attorneys' fees and costs, as more fully described in Section 7.19 of the Loan Agreement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

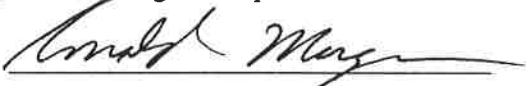
(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the Loan Documents, contains the entire agreement between the Parties as to the Loan.

(g) The Loan is non-recourse, as more fully described in Section 2.8 of the Loan Agreement.

Bay Road Housing, L.P., a California  
limited partnership

By: Sands Drive Housing, Inc., a  
California nonprofit public benefit  
corporation, its general partner

By: 

Its: Executive Director

Attachment 4 - ROPS Item 15

SUCCESSOR AGENCY CITY OF EAST PALO ALTO							
ADMINISTRATIVE BUDGET							
ROPS Period	20-21			21-22	22-23		
Obligations Period	July 2020-June 2021			July 2021-June 2022	July 2022-June 2023		
Total Outstanding Obligations (\$)							
Total Number of Outstanding Obligations							
Staff	Description	Requested	Actual	Variance	Requested	Requested	Inc (Dec) Between 21-22 and 22-23
Finance Director	ROPS, Legal, DOF, Budget	\$ 5,000	\$ 6,913	\$ (1,913)	\$ 5,500	\$ 7,500	\$ 2,000
Finance Manager	GL, Audits, Monitoring	\$ 5,400	\$ 2,067	\$ 3,333	\$ 6,750	\$ 6,750	\$ -
Acct. Technician II	Audit, Deposits, Payments	\$ 500	\$ -	\$ 500	\$ 2,100	\$ 2,120	\$ 20
IT Technician	Website Improvement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SA Administrative	Transactions, SA Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
<b>Sub-Total (Personnel Costs)</b>		<b>\$ 10,900</b>	<b>\$ 8,980</b>	<b>\$ 1,920</b>	<b>\$ 14,350</b>	<b>\$ 16,370</b>	<b>\$ 2,020</b>
Vendor/Payee	Description	Requested	Actual	Variance	Requested	Requested	Variance
Goldfarb Lipman	Legal Fees	\$ 7,500	\$ 532	\$ 6,968	\$ 7,500	\$ 2,500	\$ (5,000)
Badawi	Audit	\$ 1,500	\$ 1,500	\$ -	\$ 2,430	\$ 6,062	\$ 3,632
TBD	AV Analysis	\$ 3,500	\$ -	\$ 3,500	\$ 1,525	\$ -	\$ (1,525)
Willdan	Debt Compliance	\$ 2,240	\$ 4,675	\$ (2,435)	\$ 2,900	\$ 3,773	\$ 873
Cost Overhead	Other Costs, OH	\$ 14,360	\$ 25,813	\$ (11,453)	\$ 11,295	\$ 11,295	\$ -
<b>Sub-Total (Other Costs)</b>		<b>\$ 29,100</b>	<b>\$ 32,520</b>	<b>\$ (3,420)</b>	<b>\$ 25,650</b>	<b>\$ 23,630</b>	<b>\$ (2,020)</b>
<b>Grand Total</b>		<b>\$ 40,000</b>	<b>\$ 41,500</b>	<b>\$ (1,500)</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 0</b>

Please specify budget methodology : **Combination Time Study and Cost Allocation**

FY 2022-2023 ROPS			
Position	Hours	Rate	Amount
Finance Director/Treasurer	60	\$ 125	\$ 7,500
Finance Manager	75	\$ 90	\$ 6,750
Accounting Technician	40	\$ 53	\$ 2,120
			<b>\$ 16,370</b>

Staff effort includes: ; bond payment processing; bond covenant reporting; SA annual budget preparation; general accounting reconciliation; management of annual financial transactions audit. Review and analysis of make whole requests, multiple pass-through agreements, RPITF projections, debt compliance reporting, DOF inquiry, new

Increase hours due to replacement of finance director position which required additional time for understanding of ROPS filing requirements and other related tasks  
No significant changes in hours.  
No significant changes in hours.

FY 2022-2023 ROPS			
Position	Hours	Rate	Amount
Partner	9	\$ 280	\$ 2,500
			<b>\$ 2,500</b>

Proposed legal effort includes: legal advice regarding Bay Road loan provisions applicability; continued questions surrounding make whole request, agreement language, and County process compared to other pass through provision language and treatment.

Decrease due to the historical trend

Notes

SA Overhead Costs: The Finance Department charges through a fully supported cost allocation, rather than direct staff charges + Finance OH on all administrative charges to the SA.

Direct Labor	\$ 16,370
Legal Fees	\$ 2,500
Audit	\$ 6,062
AV Analysis	\$ -
Debt Compliance	\$ 3,773
	<b>\$ 28,705</b>
Finance OH 39.35%	\$ 11,295
	<b>\$ 40,000</b>

Proposed FY 2022-23			
	21-22 Adopted Budget	% of Revenue	Allocation
All Governmental Funds	38,993,090	83%	\$ 55,986
Enterprise fund	3,995,500	8%	\$ 5,737
<b>Successor Agency</b>	<b>4,222,250</b>	<b>9%</b>	<b>\$ 6,062</b>
<b>Total</b>	<b>47,210,840</b>	<b>100%</b>	<b>\$ 67,785</b>
<b>Estimated Audit Charges</b>	<b>\$ 67,785</b>		

## Attachment 4 - ROPS Item 20

Bond Debt Service  
 Successor Agency to the East Palo Alto Redevelopment Agency  
 Series A (Tax-Exempt)  
 Dated Date 9/1/2015  
 Delivery Date 9/1/2015

ROPS Collected	ROPS Incurred	Period Ending	Principal	Coupon	Interest	Debt Service
ROPS 20-21A	ROPS 20-21B	4/1/2021			297,400.01	297,400.01
ROPS 20-21B	ROPS 21-22A	10/1/2021	975,000	5.000%	297,400.01	1,272,400.01
ROPS 21-22A	ROPS 21-22B	4/1/2022			273,025.01	273,025.01
ROPS 21-22B	ROPS 22-23A	10/1/2022	1,030,000	5.000%	273,025.01	1,303,025.01
ROPS 22-23A	ROPS 22-23B	4/1/2023			247,275.01	247,275.01
ROPS 22-23B	ROPS 23-24A	10/1/2023	1,085,000	5.000%	247,275.01	1,332,275.01
ROPS 23-24A	ROPS 23-24B	4/1/2024			220,150.01	220,150.01
ROPS 23-24B	ROPS 24-25A	10/1/2024	1,140,000	5.000%	220,150.01	1,360,150.01
ROPS 24-25A	ROPS 24-25B	4/1/2025			191,650.01	191,650.01
ROPS 24-25B	ROPS 25-26A	10/1/2025	1,195,000	5.000%	191,650.01	1,386,650.01
ROPS 25-26A	ROPS 25-26B	4/1/2026			161,775.01	161,775.01
ROPS 25-26B	ROPS 26-27A	10/1/2026	1,250,000	3.000%	161,775.01	1,411,775.01
ROPS 26-27A	ROPS 26-27B	4/1/2027			143,025.01	143,025.01
ROPS 26-27B	ROPS 27-28A	10/1/2027	1,295,000	3.000%	143,025.01	1,438,025.01
ROPS 27-28A	ROPS 27-28B	4/1/2028			123,600.01	123,600.01
ROPS 27-28B	ROPS 28-29A	10/1/2028	1,325,000	3.250%	123,600.01	1,448,600.01
ROPS 28-29A	ROPS 28-29B	4/1/2029			102,068.76	102,068.76
ROPS 28-29B	ROPS 29-30A	10/1/2029	1,370,000	3.375%	102,068.76	1,472,068.76
ROPS 29-30A	ROPS 29-30B	4/1/2030			78,950.00	78,950.00
ROPS 29-30B	ROPS 30-31A	10/1/2030	1,425,000	3.500%	78,950.00	1,503,950.00
ROPS 30-31A	ROPS 30-31B	4/1/2031			54,012.50	54,012.50
ROPS 30-31B	ROPS 31-32A	10/1/2031	1,465,000	3.625%	54,012.50	1,519,012.50
ROPS 31-32A	ROPS 31-32B	4/1/2032			27,459.38	27,459.38
ROPS 31-32B	ROPS 32-33A	10/1/2032	1,515,000	3.625%	27,459.38	1,542,459.38
			15,070,000		3,840,781.44	18,910,781.44
Indenture Reserves @ 6/30/2021			975,000		297,400.01	1,272,400.01
			14,095,000		3,543,381.43	17,638,381.43

Principal \$1,085,000  
 Interest 494,550  
 Total \$1,579,550

# SAN MATEO COUNTY

## COUNTYWIDE OVERSIGHT BOARD

### *Members*

*Mark Addiego  
Aimee Armsby  
Chuck Bernstein  
Kevin Bultema  
Barbara Christensen  
Mark Leach  
Justin Mates*

Date: December 31, 2021 **Agenda Item No. 10**

To: San Mateo County Countywide Oversight Board

From: Shirley Tourel, Assistant Controller

Subject: San Bruno Successor Agency (SA) Recognized Obligation Payment Schedule (ROPS) 22-23

### **Background**

California Health and Safety Code (HSC) Section 34180(g) requires all ROPS to be approved by the Oversight Board.

### **Discussion**

The Annual ROPS 22-23 contains all the obligations of the former Redevelopment Agency (RDA) for fiscal year 2022-23. The SA is requesting approval by the Board to spend \$843,720 on outstanding obligations and administrative expenses for Annual ROPS 22-23, with funding to come from redevelopment property tax trust fund (RPTTF). Enclosed is the SA's Annual ROPS 22-23 and supporting documents.

The SA's ROPS 22-23 includes obligations that the DOF deemed as enforceable and are all pre-existing. There are no new obligations listed on the SA's ROPS 22-23.

### **Fiscal Impact**

Funding for ROPS reduces the amount of tax revenue available for "Residual" distributions to the affected taxing entities.

### **CAC Exhibit**

A - San Bruno SA's Annual ROPS 22-23 Agenda Packet

## CAC Exhibit A - San Bruno ROPS Agenda Packet

Date: December 10, 2021

To: San Mateo County Countywide Oversight Board

From: Esther Garibay-Fernandes, Financial Services Manager  
Qianyu Sun, Finance Director

Subject: Approval of the Recognized Obligation Payment Schedule (ROPS) 22-23 and Administrative Cost Allowance Budget of the San Bruno Successor Agency (SA)

Former RDA: City of San Bruno Redevelopment Agency

### **Recommendation**

Adopt a resolution approving the San Bruno SA's ROPS 22-23 and Administrative Cost Allowance Budget FY 2022-23.

### **Background**

The San Bruno Successor Agency submits their ROPS 22-23 listing the SA's enforceable obligations and expenses to the State Department of Finance (DOF) pursuant to Health & Safety Code Section (H&S) 34177(m) and (o). The ROPS include an amount for the SA's Administrative Cost Allowance as authorized under the Dissolution Act which is subject to a cap as set forth under H&S 34171. The ROPS and the Budget for the SA's Administrative Cost Allowance must be approved by the Oversight Board.

### **Financial Impact**

No funds are involved with the approval of the ROPS.

### **Attachments:**

1. Draft Resolution of the Oversight Board Approving the San Bruno Successor Agency's Recognized Obligation Payment Schedule (ROPS) 22-23 and FY 2022-23 Administrative Costs Budget
2. Exhibit A – San Bruno Successor Agency's Recognized Obligation Payment Schedule 22-23
3. Exhibit B – San Bruno Successor Agency's FY 2022-23 Administration Budget
4. Supporting Documents for ROPS



RESOLUTION NO. 2022- \_\_\_\_\_

**RESOLUTION OF THE SAN MATEO COUNTY COUNTYWIDE OVERSIGHT BOARD APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 22-23 AND FY 2022-23 ADMINISTRATIVE BUDGET OF THE SAN BRUNO SUCCESSOR AGENCY**

**WHEREAS**, California Health and Safety Code (HSC) Section 34177 requires the Successor Agencies to prepare a Recognized Obligation Payment Schedule (ROPS) for each 12-month fiscal period, which lists the outstanding obligations of the former RDA and states the sources of funds for required payments; and

**WHEREAS**, the San Bruno Successor Agency has prepared a draft ROPS for the period July 1, 2022 to June 30, 2023, referred to as “ROPS 22-23”, claiming a total enforceable obligation amount of \$843,720 as set forth in the attached Exhibit A; and

**WHEREAS**, pursuant to HSC Section 34180(g) the Oversight Board must approve the establishment of each ROPS; and

**WHEREAS**, HSC Section 34177 requires the Successor Agencies to prepare an administrative budget for Oversight Board approval; and

**WHEREAS**, the San Bruno Successor Agency has prepared an administrative budget for the period July 1, 2022 to June 30, 2023, for \$22,170; as set forth in the attached Exhibit B; and

**WHEREAS**, HSC Section 34179(e) requires all action items of Countywide Oversight Boards, including the San Mateo County Countywide Oversight Board be accomplished by resolution;

**NOW, THEREFORE, BE IT RESOLVED**, the San Mateo County Countywide Oversight Board hereby approves the San Bruno Successor Agency’s ROPS 22-23 and Fiscal Year 2022-23 Administrative Budget referenced hereto as Exhibits A and B and incorporated herein by this reference;

**BE IT FURTHER RESOLVED**, that the Oversight Board directs the Successor Agency to submit the ROPS 22-23 to the State Department of Finance upon approval by the Oversight Board.

\* \* \*

Exhibit A – San Bruno Successor Agency’s Recognized Obligation Payment Schedule 22-23  
Exhibit B – San Bruno Successor Agency’s FY 2022-23 Administrative Budget

**Recognized Obligation Payment Schedule (ROPS 22-23) - Summary**  
**Filed for the July 1, 2022 through June 30, 2023 Period**

**Successor Agency:** San Bruno  
**County:** San Mateo

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 521,635</b>	<b>\$ 322,085</b>	<b>\$ 843,720</b>
F RPTTF	510,550	311,000	821,550
G Administrative RPTTF	11,085	11,085	22,170
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 521,635</b>	<b>\$ 322,085</b>	<b>\$ 843,720</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
 Name Title

/s/ \_\_\_\_\_  
 Signature Date

**San Bruno**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail**  
**July 1, 2022 through June 30, 2023**

**Attachment No. 2 Exhibit A - Page 2 of 4**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total	
											Fund Sources						Fund Sources						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
								\$10,398,480		\$843,720	\$-	\$-	\$-	\$510,550	\$11,085	\$521,635	\$-	\$-	\$-	\$311,000	\$11,085	\$322,085	
3	Archstone II Owner Participation Agreement	OPA/DDA/ Construction	03/04/2005	08/27/2022	ASN Tanforan Crossing LLC	Tax increment reimbursement of affordable housing subsidy	San Bruno Redevelopment Project Area	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
4	Archstone I Owner Participation Agreement	OPA/DDA/ Construction	12/11/2002	07/01/2039	ASN Tanforan Crossing LLC	Tax increment reimbursement of affordable housing subsidy	San Bruno Redevelopment Project Area	5,598,000	N	\$311,000	-	-	-	-	-	\$-	-	-	-	311,000	-	\$311,000	
5	Administrative Costs	Admin Costs	01/01/2030	07/01/2039	Successor Agency	Administrative Allowance	San Bruno Redevelopment Project Area	199,530	N	\$22,170	-	-	-	-	11,085	\$11,085	-	-	-	-	11,085	\$11,085	
11	San Bruno Series 2019 Refunding Series 2000	Bond Reimbursement Agreements	03/01/2019	05/01/2031	Union Bank	2019 Refunding 2000 Certificates of Participation Reimbursement Agreement	San Bruno Redevelopment Project Area	4,578,450	N	\$508,050	-	-	-	508,050	-	\$508,050	-	-	-	-	-	-	\$-
12	Fiscal Agent Fees	Fees	03/01/2019	02/01/2031	Union Bank	Fiscal agent fees associated with the 2019 Reimbursement Agreement	San Bruno Redevelopment Project Area	22,500	N	\$2,500	-	-	-	2,500	-	\$2,500	-	-	-	-	-	-	\$-

**San Bruno**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances**  
**July 1, 2019 through June 30, 2020**  
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>
1	<b>Beginning Available Cash Balance (Actual 07/01/19)</b> RPTTF amount should exclude "A" period distribution amount.			308,769	21,814	1,123,515	
2	<b>Revenue/Income (Actual 06/30/20)</b> RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller					870,181	
3	<b>Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)</b>			129,317		744,445	
4	<b>Retention of Available Cash Balance (Actual 06/30/20)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	<b>ROPS 19-20 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC			No entry required		625,868	
6	<b>Ending Actual Available Cash Balance (06/30/20)</b> <b>C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)</b>	\$-	\$-	\$179,452	\$21,814	\$623,383	

**San Bruno**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Notes**  
**July 1, 2022 through June 30, 2023**

Item #	Notes/Comments
3	Date of Project Completion was 8/27/07. Agreement was for 15 years. Obligation expires 8/27/22
4	
5	
11	
12	

**Attachment 3 - Exhibit B - Page 1 of 2**

SUCCESSOR AGENCY CITY OF SAN BRUNO								
ADMINISTRATIVE BUDGET								
ROPS Period		20-21			21-22	22-23	Please specify budget methodology (Cost Allocation, Time Study etc)	
Obligations Period		July 2020-June 2021			July 2021-June 2022	July 2022-June 2023		
Staff	Description	Requested	Actual	Variance	Requested	Requested	Inc (Dec) Between 21/22 and 22/23	Comment/Explanation for Variance
City Manager	Continuing review of City Recognized Obligation Payment schedules, Administrative Budgets, and other reports that go to the City Council and Oversight Board.	\$ 3,080	\$ 3,080	\$ -	\$ 250	\$ 250	\$ -	0.08%
Legal Services	Review and provide support for reports submitted to Department of Finance, San Mateo County Board, City Council and Oversight Board	3,659	3,659	-	500	500	-	0.16%
Finance Director	Preparation of Recognized Obligation Payment Schedules and Administrative Budgets. Oversight of Financial Obligations of former RDA and preparation of Oversight Board Agenda Packets. Serves as liason to the Department of Finance and follow up on related information requests. Attend Oversight Board Meetings as needed	9,544	9,544	-	300	9,540	9,240	Position was vacant in FY 21/22.
Finance Manager	Maintain the financial records of the Successor Agency, which includes working on the annual audit of the Redevelopment Obligation Retirement Fund and related disclosures, ensure accurate accounting of all former RDA transactions, and reconciliation of bank account and ledger for the Successor Agency.	8,769	8,769	-	9,689	8,401	(1,288)	4.34%
Community & Economic Development Director	Attend Oversight Board Meetings as needed. Continue to oversee the Archstone's Owner Participation Agreements and compliance of the City's low and moderate income housing Subsidy program. Complete required compliance reports. Update and maintain website of the Successor Agency and Oversight Board.	2,012	2,012	-	1,816	500	(1,316)	0.28%
<b>Sub-Total (Personnel Costs)</b>		<b>\$ 27,064</b>	<b>\$ 27,064</b>	<b>\$ -</b>	<b>\$ 12,555</b>	<b>\$ 19,191</b>	<b>\$ 6,636</b>	
Vendor/Payee	Description	Requested	Actual	Variance	Requested	Requested	Variance	
San Bruno Overhead Costs	Payroll, IT, Accounts Payable, etc	\$ 4,059	\$ 4,059	\$ -	\$ 2,819	\$ 2,879	\$ (60)	15%
	Office supplies, utilities, communications, printing & copying	125	125	-	100	100	-	
Outside Legal Council	Outside legal costs for Successor Agency & Oversight Board	1,000	1,000	-	-	-	-	
<b>Sub-Total (Other Costs)</b>		<b>\$ 5,184</b>	<b>\$ 5,184</b>	<b>\$ -</b>	<b>\$ 2,919</b>	<b>\$ 2,979</b>	<b>\$ (60)</b>	
<b>Grand Total</b>		<b>\$ 32,248</b>	<b>\$ 32,248</b>	<b>\$ -</b>	<b>\$ 15,474</b>	<b>\$ 22,170</b>	<b>\$ 6,576</b>	



**Successor Agency City of San Bruno  
H&S 34171(b) Successor Agency Administrative Cost Allowance Review  
FY 2022-23**

Pursuant to H&S 34171(b), annual Successor Agency administrative costs are limited to the greater of \$250,000 or 3% of property tax distributed to the Successor Agency to pay enforceable obligations in the preceding fiscal year, as reduced by the administrative cost allowance (ACA) and loan repayments to the sponsoring entity. In addition, administrative costs are not to exceed 50% of property taxes allocated for enforceable obligations in the preceding fiscal year, as reduced by the ACA and any loan repayments made to the

**Maximum Administration Cost Allowance**

**Non-Admin RPTTF Allocated in Preceding Fiscal Year**

ROPS 21-22A - (July to December)	391,894	<i>June 2021 Distribution</i>
ROPS 21-22B - (January to June)	350,417	<i>January 2022 Distribution</i>
Less: Sponsoring Entity Loan Repayment:	0	<i>FY 2021-22 Total</i>
Non-Admin RPTTF, excluding sponsoring entity loans	(A) <u>\$ 742,311</u>	

**3% of RPTTF Distributed (B) = (A)\*(3%)** (B) \$ 22,269

**50% of RPTTF Distributed (C) = (A)\*(50%)** (C) \$ 371,156

**Not To Exceed Amount** (D) **\$ 250,000**

If (B) exceeds \$250,000, then (B), otherwise lesser of (C) and \$250,000

**Reported SA Admin Cost**

ROPS 22-23A - (July to December)	11,085
ROPS 22-23B - (January to June)	11,085
	(E) <u>\$ 22,170</u>

**Amount Exceeded, (E) - (D)** \$ -

**Attachment 4 - ROPS Item No. 11**

Note: The SA always requests the maximum amount per housing covenant because the data to compute debt coverage ratio (DCR) is not available at this time. The actual amount is reported during the PPA process pursuant to Health and Safety Code Section 34186(a) and any excess funding is used to reduce the next ROPS period RPTTF funding.

**Agency Subsidy to Archstone I & II  
Owner Participation Agreements**

**Archstone I**

Operating Years	Affordable Housing Set Aside Subsidy	Unrestricted Tax Increment
Year 0 To Year 30	100%, subject to the Affordable Housing Subsidies Cap (\$311,000)	100% up to Cap of \$311,000, but not exceed the Benchmark DCR (1.75)
Year 31 To 7/6/39	100% up to Cap of \$311,000, but not exceed the Benchmark DCR (1.75)	100% up to Cap of \$311,000, but not exceed the Benchmark DCR (1.75)

ROPS Item 4.

**Archstone II**

Operating Years	Affordable Housing Set Aside Subsidy	Unrestricted Tax Increment
Year 0 To Year 5	100%, subject to the Affordable Housing Subsidies Cap (\$370,000)	100% up to Cap of \$370,000, but not exceed the Benchmark DCR (1.15)
Year 6 To Year 15	100% up to Cap of \$370,000, but not exceed the Benchmark DCR (1.15)	100% up to Cap of \$370,000, but not exceed the Benchmark DCR (1.15)

ROPS Item 3 (Obligation is for 15 years and expired on August 2022.)

**401.3 Affordable Housing Subsidies. (Archstone I)**

**(a) Affordable Housing Set Aside Subsidy.** Beginning with the Partial Operating Year and continuing each Operating Year thereafter until the first to occur of (a) the thirtieth (30th) Operating Year, (b) July 6, 2039, the current expiration date of the Redevelopment Plan, or (c) termination of the Affordable Housing Covenant, Attachment No. 5, and subject to the Affordable Housing Subsidies Cap, Agency shall disburse to Participant (or to Trustee as provided in Section 407, below) an amount equal to one hundred percent (100%) of the Net Affordable Housing Set Aside Revenues attributable to the Project during each such Operating Year (or, in the case of the Partial Operating Year, a prorated percentage of such Net Affordable Housing Set Aside Revenues based upon the number of calendar days in the Partial Operating Year) (the "Affordable Housing Set Aside Subsidy"). The Affordable Housing Set Aside Subsidy shall be payable after the end of the Partial Operating Year and each Operating Year thereafter and within thirty (30) days following receipt by Agency of the second biannual installment of tax increment from the County of San Mateo. During the first thirty (30) Operating Years, Agency shall not consider the Benchmark Debt Coverage Ratio for purposes of determining Participant's eligibility for the Affordable Housing Set Aside Subsidy. Beginning with the thirty-first (31st) Operating Year and continuing each Operating Year thereafter until the first to occur of (a) July 6, 2039, the current expiration date of the Redevelopment Plan, or (b) termination of the Affordable Housing Covenant, Attachment No. 5, and subject to the Affordable Housing Subsidies Cap, Agency shall disburse to Participant (or to Trustee as provided in Section 407, below) an amount equal to one hundred percent (100%) of the Net Affordable Housing Set Aside Revenues attributable to the Project during each such Operating Year, but only to the extent that the Project's Debt Coverage Ratio does not meet the Benchmark Debt Coverage Ratio .

**(b) Unrestricted Tax Increment Subsidy.** Beginning with the Partial Operating Year and continuing each Operating Year thereafter until the first to occur of (a) July

6, 2039, the current expiration date of the Redevelopment Plan, or (b) termination of the Affordable Housing Covenant, Attachment No. 5, and subject to the Affordable Housing Subsidies Cap, Agency shall disburse to Participant (or to Trustee as provided in Section 407, below) an amount equal to one hundred percent (100%) of the Net Unrestricted Property Tax Increment Revenues attributable to the Project during each such Operating Year (or, in the case of the Partial Operating Year, a prorated percentage of such Net Unrestricted Property Tax Increment Revenues based upon the number of calendar days in the Partial Operating Year), but only to the extent that the Project's Debt Coverage Ratio does not meet the Benchmark Debt Coverage Ratio (the "Unrestricted Tax Increment Subsidy"). The Unrestricted Tax Increment Subsidy shall be payable after the end of the Partial Operating Year and each Operating Year thereafter and within thirty (30) days following receipt by Agency of the second biannual installment of tax increment from the County of San Mateo. To the extent sufficient Affordable Housing Fund monies are available, Agency, at its option, may use such Affordable Housing Fund monies to pay all or a portion of the Unrestricted Tax Increment Subsidy.

(c) **Affordable Housing Subsidies Cap.** The sum total of the Affordable Housing Subsidies (i.e., the Affordable Housing Set Aside Subsidy and the Unrestricted Tax Increment Subsidy) payable to Participant in any given Operating Year, other than the Partial Operating Year, shall in no event exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** ("Affordable Housing Subsidies Cap"). The Affordable Housing Subsidies Cap for the Partial Operating Year shall be equal to the product of the Affordable Housing Subsidies Cap multiplied by a fraction, the numerator of which is the number of calendar days in the Partial Operating Year and the denominator of which is 365.

Amount was amended to \$311,040.

(d) **Benchmark Debt Coverage Ratio.** Beginning with the Partial Operating Year and continuing each Operating Year thereafter, the Unrestricted Tax Increment Subsidy shall be subject to reduction if, in the Operating Year in question, the Debt Coverage Ratio exceeds the Benchmark Debt Coverage Ratio. If the Debt Coverage Ratio exceeds the Benchmark Debt Coverage Ratio in any such Operating Year, the Unrestricted Tax Increment Subsidy for that Operating Year shall be reduced to the amount necessary to ensure that the Project's Debt Coverage Ratio meets, but does not exceed, the Benchmark Debt Coverage Ratio. Beginning with the thirty-first (31<sup>st</sup>) Operating Year and continuing each Operating Year thereafter, the Affordable Housing Set Aside Subsidy shall also be subject to reduction if, in the Operating Year in question, the Debt Coverage Ratio exceeds the Benchmark Debt Coverage Ratio. Accordingly, if the Debt Coverage Ratio exceeds the Benchmark Debt Coverage Ratio in the thirty-first (31<sup>st</sup>) Operating Year or any Operating Year thereafter, the Affordable Housing Subsidies for such Operating Year shall be reduced to the amount necessary to ensure that the Project's Debt Coverage Ratio meets, but does not exceed, the Benchmark Debt Coverage Ratio.

## DEFINITIONS

**"Affordable Housing Set Aside Revenues"** means that portion of the property tax increment revenues allocated to and received by Agency attributable by the San Mateo County Assessor to the Site and the improvements thereon (currently twenty percent [20%] of the gross property increment revenues), which Agency is required by law to set-aside in the Agency's Low and Moderate Income Housing Fund pursuant to the Community Redevelopment Law.

**"Unrestricted Property Tax Increment Revenues"** means the property tax increment revenues allocated to and received by the Agency pursuant to Section 33670(b) of the Community Redevelopment Law, as said statute may be amended from time to time, by application of the one percent (1 %) tax levied against real property Article XIII A of the California

Constitution, in an amount attributable as permitted by the San Mateo County Assessor to the Site and the improvements thereon, but specifically excluding therefrom the following:

- (a) charges for County administrative by charges, fees, or costs;
- (b) the portion of tax increment revenues from the Site attributable to any special taxes or assessments or voter-approved indebtedness;
- (c) an amount equal to the actual and reasonable costs incurred by Agency, including staff time, in reviewing Participant's compliance with the terms of this Agreement and the Affordable Housing Covenant in the preceding Operating Year;
- (d) a portion of the tax increment revenues from the Site equal to the percentage of such revenue that the Agency is required to pay to any and all governmental entities as required by the Community Redevelopment Law, including payments required to be made following an amendment to the Redevelopment Plan in accordance with Section 33333.10 of the Community Redevelopment Law, as added by Senate Bill 211;
- (e) a portion of the tax increment revenues from the Site equal to the amount of money that City is required to pay the County of San Mateo pursuant to the County of San Mateo Letter of Understanding and Agreement or any other agreements entered into by the City and the County of San Mateo implementing the County of San Mateo Letter of Understanding and Agreement;
- (f) the portion of tax increment revenues from the Site equal to the percentage of such revenues in the Redevelopment Project as a whole which payments the State may mandate that the Agency pay from time to time in the future, including, for example, any payments which the Agency may be required to pay to the Education Revenue Augmentation Fund pursuant to Section 33681, et seq., of the Community Redevelopment Law; and
- (g) Affordable Housing Set Aside Revenues.

RECORDING REQUESTED BY )  
 AND WHEN RECORDED MAIL TO: )  
 )  
 City of San Bruno Redevelopment )  
 Agency )  
 567 El Camino Real )  
 San Bruno, California 94066 )  
 Attention: Executive Director )  
 )

(Space Above This Line for Recorder's Use Only)  
 Exempt from recording fee per Gov. Code §27383

**FIRST AMENDMENT TO  
 OWNER PARTICIPATION AGREEMENT**

This First Amendment to Owner Participation Agreement (the "First Amendment") dated for reference purposes March 9, 2004, is entered into by and between THE CROSSING APARTMENT ASSOCIATES I LLC, a Delaware limited liability company, having offices at 100 Bush Street, 26th Floor, San Francisco, California 94104 ("Participant"), and the CITY OF SAN BRUNO REDEVELOPMENT AGENCY, a public body, existing and organized under the California Community Redevelopment Law, having offices at 567 El Camino Real, San Bruno, California 94066 ("Agency").

**RECITALS**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Original OPA (defined below).

A. Agency and Participant entered into that certain Owner Participation Agreement dated December 11, 2002 (the "Original OPA"). The Original OPA is available for public inspection and copying at the office of the City Clerk, City of San Bruno, City Hall, 567 El Camino, San Bruno, California 94066.

B. The Original OPA provides for the development of a 300-unit multi-family residential rental project with ancillary recreational, commercial and parking uses (the "Housing Project"), including 60 below-market rate units restricted to households of very low income (the "Affordable Units") on that certain real property (the "Site") located in the City of San Bruno, County of San Mateo, State of California, legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. In consideration of the Participant's obligations under the Original OPA, including the obligation to provide and maintain the Affordable Units, Agency



provided to Participant certain Affordable Housing Subsidies up to a maximum amount (the "Affordable Housing Subsidies Cap"). The amount of the Affordable Housing Subsidies Cap was determined based on the amount of assistance the Participant required in order to make the development and maintenance of the Affordable Units economically feasible, taking into consideration certain financial assumptions, including Participant's projected revenues from the granting of certain cable access rights to the Site.

D. Due to clarifications made pertaining to the Participant's granting of cable access rights to the Site, the cable access rights revenues anticipated by Participant will be less than projected and, therefore, the Participant has requested the Agency to increase the annual Affordable Housing Subsidies Cap by an amount equal to the difference between the Participant's projected cable access rights revenues and the revised projected cable access rights revenues.

E. In order for Participant and Commission to protect their respective investments and continue to ensure the economic viability of the Affordable Units, Participant and Agency desire to amend the Original OPA to increase the amount of the Affordable Housing Subsidies Cap.

## AGREEMENTS

NOW THEREFORE, in consideration of the foregoing recitals, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant and Agency hereby agree as follows:

1. Amendment to Section 401.3(c). Section 401.3(c) of the Original OPA is hereby revised to read as follows:

"(c) **Affordable Housing Subsidies Cap**. The sum total of the Affordable Housing Subsidies (i.e., the Affordable Housing Set Aside Subsidy and the Unrestricted Tax Increment Subsidy) payable to Participant in any given Operating Year, shall in no event exceed THREE HUNDRED ELEVEN THOUSAND AND FORTY DOLLARS **(\$311,040.00)** ("Affordable Housing Subsidies Cap"). The Affordable Housing Subsidies Cap for the Partial Operating Year shall be equal to the product of the Affordable Housing Subsidies Cap Multiplied by a fraction, the numerator of which is the number of calendar days in the Partial Operating Year and the denominator of which is 365."

2. No Other Amendment. Except as amended hereby, the Original OPA remains unmodified and in full force and effect.



3. Date of First Amendment. The date of this First Amendment shall be the date when it shall have been signed by the Agency.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the respective dates set forth below.

AGENCY:

CITY OF SAN BRUNO REDEVELOPMENT  
AGENCY, a public body, corporate and  
politic

Dated: March 10, 2004

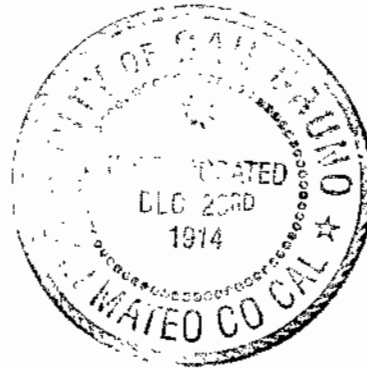
By: *Courance Adise*  
Executive Director

ATTEST:

*E. Adams*  
Secretary

APPROVED AS TO FORM:

*Paul P. Allen*  
McDonough, Holland & Allen  
Agency Co-Counsel



[Signatures continued on next page]

PARTICIPANT:

THE CROSSING APARTMENT  
ASSOCIATES I LLC, a Delaware limited  
liability company

By: TMG-REGIS APARTMENT  
ASSOCIATES I LLC, a California  
limited liability company

Its: Co-Managing Member

By: RHNC SB APARTMENT TEAM I  
LLC, a California limited liability  
company

Its: Managing Member

By: REGIS HOMES OF  
NORTHERN CALIFORNIA,  
INC., a California  
corporation

Its: Manager

Dated: 2/6, 2004

By: Mark R. Kroll  
Mark R. Kroll

Title: President

APPROVED AS TO FORM:

[Signature]  
Beveridge & Diamond, P. C.  
Counsel for Participant

By: Robert W. Wagner  
Robert W. Wagner

Its: Chairman

STATE OF CALIFORNIA )  
COUNTY OF San Mateo ) ss.

On March 10, 2004, before me, Edward R. Simon, Notary, the undersigned, personally appeared Constance Jackson,

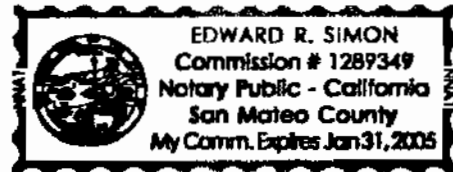
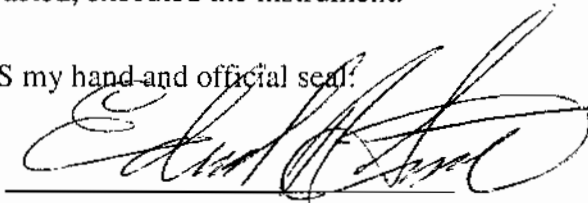
personally known to me

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Mateo )

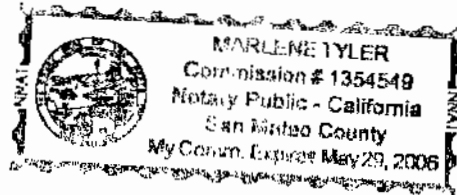
On February 3, 2004, before me, Marlene Tyler, Notary Public, the undersigned, personally appeared Mark R. Koll,

- personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature Marlene Tyler



STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Mateo )

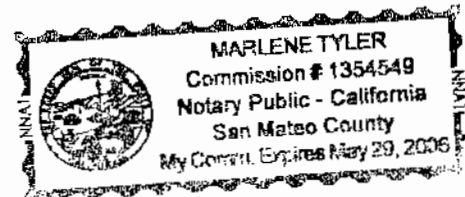
On February 3, 2004, before me, Marlene Tyler, Notary Public, the undersigned, personally appeared Robert W. Wagner,

- personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

Signature Marlene Tyler



**Attachment 4 - ROPS Item 11**

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**AMENDED AND RESTATED REIMBURSEMENT AGREEMENT**

**by and between the**

**SUCCESSOR AGENCY TO THE SAN BRUNO REDEVELOPMENT AGENCY**

**and the**

**CITY OF SAN BRUNO**

**Dated as of March 1, 2019**

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**(San Bruno Redevelopment Project)**

## AMENDED AND RESTATED REIMBURSEMENT AGREEMENT

This AMENDED AND RESTATED REIMBURSEMENT AGREEMENT (“**Reimbursement Agreement**”), dated as of March 1, 2019, by and between the SUCCESSOR AGENCY TO THE SAN BRUNO REDEVELOPMENT AGENCY (the “**Successor Agency**”) and the CITY OF SAN BRUNO (the “**City**”);

### **WITNESSETH:**

**WHEREAS**, the San Bruno Redevelopment Agency (the “**Former Agency**”) was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the “**Law**”);

**WHEREAS**, a redevelopment plan for the San Bruno Redevelopment Project Area (the “**Project Area**”) in the City of San Bruno (the “**City**”) was adopted in compliance with all requirements of the Law;

**WHEREAS**, pursuant to Section 34172(a) of the Health and Safety Code (unless otherwise noted, Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, and the Successor Agency has become the successor entity to the Former Agency;

**WHEREAS**, the redevelopment plan for the Project Area provided for tax increment financing in accordance with the provisions of Chapter 6, Part 1 of Division 24 of the Health and Safety Code and Section 16 of Article XVI of the Constitution of the State of California;

**WHEREAS**, the Former Agency was authorized, with the consent of the City Council of the City, to pay all or part of the value of the land for and the cost of the installation and construction of any building, facility, structure or other improvements which was publicly owned within the Project Area, upon a determination by the Former Agency and said City Council that such buildings, facilities, structures or other improvements were of benefit to the Project Area;

**WHEREAS**, when the value of such land or the cost of the installation and construction of such building, facility, structure or other improvement, or both, was paid or provided for initially by the City, the Former Agency was authorized to enter into a contract with the City under which it agreed to reimburse the City for all or part of the value of such land or all or part of the cost of such building, facility, structure or other improvement, or both, by periodic payments over a period of years;

**WHEREAS**, the obligation of the Former Agency under such contract constituted an indebtedness of the Former Agency for the purpose of carrying out the redevelopment project for the Project Area, which indebtedness was authorized to be made payable out of taxes levied in the Project Area and allocated to the Former Agency under subdivision (b) of Section 33670, or out of any other available funds;



**WHEREAS**, prior to the dissolution of the Former Agency, the Former Agency entered into a Reimbursement Agreement dated December 1, 2000 (the “**Original Reimbursement Agreement**”), under which the Former Agency incurred indebtedness in the form of an obligation to provide to the City certain Tax Increment Revenues (as defined in the Original Reimbursement Agreement) for payment of the obligation of the City to pay lease payments (the “**Prior Lease Payments**”) under a Lease Agreement dated as of December 1, 2000 (the “**Prior Lease**”) by and between the San Bruno Public Financing Authority (the “**Authority**”), as sub-lessor, and the City, as sub-lessee;

**WHEREAS**, payments made under the Prior Lease are the security for, and source of payment of, the City of San Bruno Certificates of Participation, Series 2000 (Police Facility Financing) executed and delivered in 2000 in the initial principal amount of \$9,600,000 (the “**Prior Obligations**”) for the purpose of financing certain obligations of the City relating to the original construction of the City’s police facility (the “**Project**”), which Project was within, and of benefit to, the Project Area;

**WHEREAS**, by implementation of California Assembly Bill X1 26 approved by the Governor of the State on June 28, 2011 (as amended, the “**Dissolution Act**”), which amended provisions of the Law, and the California Supreme Court’s decision in *California Redevelopment Association v. Matosantos*, the Former Agency was dissolved on February 1, 2012, and the Successor Agency, in accordance with and pursuant to the Dissolution Act, assumed the duties and obligations of the Former Agency as provided in the Dissolution Act, including, without limitation, the obligations of the Former Agency under the Original Reimbursement Agreement;

**WHEREAS**, the City and the Authority have determined that, based on current interest rates, cost savings can be achieved by refinancing the Prior Lease Payments and in turn causing the Prior Obligations to be refunded;

**WHEREAS**, in order to provide moneys to refinance the Prior Lease Payments, the Authority is issuing Lease Revenue Bonds in the principal amount of \$4,670,000 (the “**Bonds**”) under the provisions of Article 4 of Chapter 5, Division 7, Title 1 of the Government Code of the State of California, commencing with Section 6584 of said Code, secured by lease payments as described in a Lease Agreement (defined below);

**WHEREAS**, to facilitate the issuance of the Bonds, the City proposes leasing certain real property and improvements thereon, consisting of the City’s interest in the land and improvements comprising the Project (the “**Leased Property**”), to the Authority under a Site Lease dated as of March 1, 2019 (the “**Site Lease**”) between the City and the Authority, in consideration of the payment by the Authority of an upfront rental payment, the proceeds of which the City will use to prepay the Prior Lease Payments;

**WHEREAS**, in order to secure the payments of principal of, and interest on, the Bonds, the City proposes leasing back the Leased Property from the Authority under a Lease Agreement dated as of March 1, 2019 (the “**Lease Agreement**”) between the City and the Authority, in consideration of the payment by the City of certain lease payments (the “**Lease Payments**”) which will secure the repayment of the Bonds;

**WHEREAS**, the parties hereto in consideration of their mutual undertakings, past and present, herein and otherwise, desire to provide for repayment by the Successor Agency to the City of the moneys paid as Lease Payments under the Lease Agreement, entered into between the Authority and the City providing for, among other things, the sub-lease by the City of the

Project from the Authority, in the amounts specified in Exhibit A attached hereto and incorporated herein, by amending and restating the Original Reimbursement Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained it is agreed by and between the parties hereto as follows:

*Section 1. Definitions.* Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Reimbursement Agreement and of any amendment hereto, and of any certificate, opinion, estimate or other document herein mentioned, have the meanings herein specified. Any capitalized term not defined herein shall have the meaning given to such term in the Lease Agreement.

“Bonds” means the \$4,670,000 initial principal amount of Lease Revenue Bonds, Series 2019 issued by the Authority pursuant to the Indenture, which are secured by and payable from the Lease Payments, and any bonds, notes, certificates or other evidences of indebtedness issued to refund such bonds.

“Business Day” means any day of the year other than a Saturday, Sunday or a day on which banks are authorized or required to be closed in the city in which the Trustee is located.

“Fiscal Year” means each 12-month period beginning on July 1 of any year and ending on June 30 of the succeeding year, or any other 12-month period hereafter adopted by the City as its official fiscal year period.

“Indenture” means that certain Indenture of Trust, by and between the Authority and the Trustee, dated as of March 1, 2019.

“Lease Agreement” means that certain Lease Agreement by and between the Authority, as lessor, and the City, as lessee, dated as of March 1, 2019, as it may be amended and supplemented.

“Lease Payments” means all amounts paid by the City as lease payments pursuant to Section 4.4 of the Lease Agreement.

“Tax Revenues” means all taxes that were eligible for allocation to the Former Agency with respect to the Project Area and are allocated, or are available to be allocated, to the Successor Agency pursuant to Article 6 of Chapter 6 (commencing with Section 33670) of the Law and Section 16 of Article XVI of the Constitution of the State, or pursuant to other applicable State laws and that are deposited in the Redevelopment Property Tax Trust Fund and transferred to the Successor Agency for deposit into the Redevelopment Obligation Retirement Fund, excluding amounts required to be paid to taxing entities pursuant to Sections 33607.5, 33607.7, and 33676 of the Law unless such payments are subordinated to payments under this Reimbursement Agreement pursuant to Section 33607.5(e) of the Law and 34177.5(c) of the Dissolution Act.

“Trustee” means MUFG Union Bank, N.A., its successors and assigns, acting as trustee under the Indenture, or any other entity then performing the function of trustee under the Indenture.

*Section 2. Reimbursement; Other Payments.* Subject to pledges of Tax Revenues heretofore or hereafter made by the Successor Agency, the Successor Agency and the City agree that, to the extent necessary but only to the extent available, and not in excess of the amounts specified in Exhibit A attached hereto and incorporated herein, in any Fiscal Year, Tax Revenues shall be used and applied to repay the City for all current or previously unreimbursed Lease Payments made by the City to the Authority under the Lease Agreement. Any Lease Payments or portions of Lease Payments made from the proceeds of the Bonds shall be deemed to have been made by the City. Each payment due and payable by the Successor Agency to the City pursuant to this Reimbursement Agreement with respect to a current Lease Payment shall be made by the Successor Agency directly to the Trustee not less than one (1) business day prior to the due date of the applicable Lease Payment. Each payment due and payable by the Successor Agency to the City pursuant to this Reimbursement Agreement with respect to previously unreimbursed Lease Payment shall be made to the City when Tax Revenues become available and shall bear interest at the rate of twelve (12) percent per annum from the due date of the applicable Lease Payment. This Reimbursement Agreement may be amended from time to time by the parties hereto for any purpose and with any effect whatsoever.

*Section 3. Default by Agency.* If the Successor Agency has available Tax Revenues and shall fail to repay the City or shall fail to pay any other payment required to be paid hereunder at the time specified herein, and such failure shall continue for a period of ten (10) days, then the City or, if applicable, any assignee, shall be entitled to exercise any and all remedies available pursuant to law.

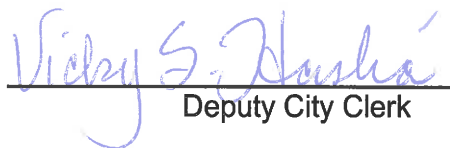
*Section 4. Remedies Not Exclusive.* No remedy herein conferred upon the City shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter conferred on the City.

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

**CITY OF SAN BRUNO**

By:  \_\_\_\_\_  
City Manager

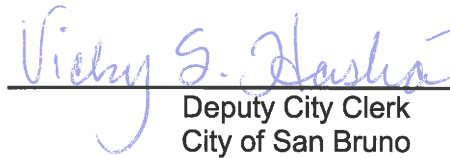
Attest:

 \_\_\_\_\_  
Deputy City Clerk

**SUCCESSOR AGENCY TO THE SAN BRUNO REDEVELOPMENT AGENCY**

By:  \_\_\_\_\_  
City Manager  
City of San Bruno

Attest:

 \_\_\_\_\_  
Deputy City Clerk  
City of San Bruno

Approved As To Form:

 \_\_\_\_\_  
City Attorney

**EXHIBIT A**

**SCHEDULE OF LEASE PAYMENTS**

**Total Annual Payment = \$508,050**

<b>Lease Payment Date*</b>	<b>Principal Component</b>	<b>Interest Component</b>	<b>Aggregate Lease Payment</b>
Nov. 1, 2019	--	\$119,930.56	\$119,930.56
May 1, 2020	\$290,000.00	98,125.00	388,125.00
Nov. 1, 2020	--	92,325.00	92,325.00
May 1, 2021	325,000.00	92,325.00	417,325.00
Nov. 1, 2021	--	85,825.00	85,825.00
May 1, 2022	340,000.00	85,825.00	425,825.00
Nov. 1, 2022	--	79,025.00	79,025.00
May 1, 2023	350,000.00	79,025.00	429,025.00
Nov. 1, 2023	--	72,025.00	72,025.00
May 1, 2024	365,000.00	72,025.00	437,025.00
Nov. 1, 2024	--	64,725.00	64,725.00
May 1, 2025	375,000.00	64,725.00	439,725.00
Nov. 1, 2025	--	57,225.00	57,225.00
May 1, 2026	395,000.00	57,225.00	452,225.00
Nov. 1, 2026	--	49,325.00	49,325.00
May 1, 2027	410,000.00	49,325.00	459,325.00
Nov. 1, 2027	--	41,125.00	41,125.00
May 1, 2028	430,000.00	41,125.00	471,125.00
Nov. 1, 2028	--	32,525.00	32,525.00
May 1, 2029	445,000.00	32,525.00	477,525.00
Nov. 1, 2029	--	23,625.00	23,625.00
May 1, 2030	460,000.00	23,625.00	483,625.00
Nov. 1, 2030	--	12,125.00	12,125.00
May 1, 2031	485,000.00	12,125.00	497,125.00

\* Lease Payment Dates are the sixth (6th) Business Day immediately preceding each date listed in this Appendix A.

# SAN MATEO COUNTY

## COUNTYWIDE OVERSIGHT BOARD

### *Members*

*Mark Addiego  
Aimee Armsby  
Chuck Bernstein  
Kevin Bultema  
Barbara Christensen  
Mark Leach  
Justin Mates*

Date: December 31, 2021 **Agenda Item No. 11**

To: San Mateo County Countywide Oversight Board

From: Shirley Tourel, Assistant Controller

Subject: Redwood City Successor Agency (SA) Recognized Obligation Payment Schedule (ROPS) 22-23

### **Background**

California Health and Safety Section Code (HSC) 34180(g) requires all ROPS to be approved by the Oversight Board.

### **Discussion**

The Annual ROPS 22-23 contains all the obligations of the SA for fiscal year 2022-23. The SA is requesting approval by the Board to spend \$3,563,694 on bond payment and administrative expenses for Annual ROPS 22-23. Enclosed is the SA's Annual ROPS 22-23 and supporting documents.

The SA's ROPS 22-23 includes obligations that the DOF deemed as enforceable and are all pre-existing. There are no new obligations listed on the SA's ROPS 22-23.

### **Fiscal Impact**

Funding for ROPS reduces the amount of tax revenue available for "Residual" distributions to the affected taxing entities.

### **CAC Exhibit**

A - Redwood City SA's Annual ROPS 22-23 Agenda Packet





## MEMORANDUM

**DATE:** December 21, 2021

**TO:** San Mateo County Countywide Oversight Board

**FROM:** Michelle Poché Flaherty, Assistant City Manager – Administrative Services

**SUBJECT:** Approval of the Recognized Obligation Payment Schedule (ROPS) 22-23 and Administrative Cost Allowance Budget of the Redwood City Successor Agency (SA)

**FORMER RDA:** Redwood City Successor Agency

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### Recommendation

Adopt a resolution approving the Redwood City SA's ROPS 22-23 and Administrative Cost Allowance Budget.

### Background

SAs who are not currently on the Last and Final ROPS, must submit annually a ROPS listing the SA's enforceable obligations and expenses to the State Department of Finance (DOF) pursuant to Health & Safety Section Codes (H&S) 34177(m) and (o). The ROPS shall include an amount for the SA's Administrative Cost Allowance as authorized under the Dissolution Act, which is subject to a cap as set forth under H&S 34171. The Oversight Board must approve the ROPS and the Budget for the SA's Administrative Cost Allowance.

### Discussion

Submitted for the Oversight Board's approval is the ROPS 22-23. While the DOF's ROPS template requires all enforceable obligations to be listed, the Oversight Board approval is for the funding of those items to be paid in Fiscal Year 22-23. The Administrative Cost Allowance Budget, which also requires Oversight Board's approval, is submitted and attached to this report.

The Successor Agency of the City of Redwood City (SA) is submitting an Administrative budget of \$48,794. The Redwood City SA has several outstanding issues that require a significant amount of staff time and, potentially, outside legal and consultant costs.

Also included in the discussion below is a follow up of the ROPS 21-22 Amended submission where the litigation involving the housing set aside amounts was resolved. Finally, included is a description of the remaining issue to be resolved before the City can prepare the Last and Final ROPS.

### ROPS FY21-22 Amended

#### Litigation

In November 2020, the Court of Appeal heard the case and issued its opinion on December 28, 2020, ordering the trial court to issue a new order granting Redwood City's and Legal Aid Society's petitions. The new judgment was issued on April 9, 2021.

As authorized by law, the Successor Agency resubmitted the ROPS 2021-22 to list the LAS Agreement as an enforceable obligation, so that Redevelopment Property Tax Trust Fund (RPTTF) money can be claimed to reimburse the LAS Funds. Those funds were received with the ROPS 21-22A RPTTF distribution and were deposited into the Housing Successor's Low-and Moderate Income Housing Fund for use in accordance with the LAS Agreement.

### ROPS FY 22-23

#### Debt Service and associated bank and fiscal agent fees

Annual debt service on the Tax Allocation Bond, Series 2003A for infrastructure projects is included on the ROPS FY 22-23 submitted to the Oversight Board for approval. Required trustee fees and fiscal agent fees associated with the bond issue are also included in the ROPS FY 22-23 submission.

#### Disposition of land parcel

Currently, the SA has a small land parcel located in the former RDA downtown area. This parcel is a small triangle of land that includes a culvert (and access thereto), which requires periodic maintenance. The DOF has disallowed the transfer of the parcel as a public facility and is requiring that the SA sell the parcel. However, due to its size and its location, the SA maintains that the parcel is of little value to anyone.

Because the SA does not have a Long Range Property Management Plan (see Department of Finance Letter dated 12/31/15) in place, the County Oversight Board does not have a guiding document. Therefore, the SA is considering options for property disposition to be proposed to the County Oversight Board.

#### Administrative Cost Allowance

It is the responsibility of the SA to wrap up the final items in an expedient manner and the requested Administrative Cost Allowance Budget for the ROPS 22-23 is reasonable, given the issues at hand and the level of staff and/or outside legal or professional services required to complete these specific tasks as well as support the SA with all the administrative tasks required.

Finally, it should be noted that administrative budgets are audited and tried-up annually, and any administrative budget that is not used in any given fiscal year will be returned to the County in the form of a reduction of future year's RPTTF distribution. These funds are then subsequently distributed to the taxing agencies as well.

### Outstanding Final Item

#### Transfer of tangible fixed assets

The SA has various equipment fixed assets and property improvement assets that are still in the SA's accounting records. These assets are almost fully depreciated or are assets that are part of other

infrastructure owned by the City of Redwood City. Currently, the SA is researching how these assets should be addressed. When this item is resolved, the SA should be able to prepare the Last and Final ROPS.

**Financial Impact**

No funds are involved with the approval of the ROPS.

Attachments:

1. Draft Resolution Approving the Redwood City SA's ROPS 22-23 and FY 2022-23 Administrative Budget
2. Exhibit A - Redwood City SA's ROPS 22-23
3. Exhibit B - Redwood City SA's Administrative Cost Allowance Budget
4. Department of Finance Letter
5. Supporting Documentations for ROPS

## Attachment No. 1

### RESOLUTION NO. 2022-\_\_\_\_\_

#### RESOLUTION OF THE SAN MATEO COUNTY COUNTYWIDE OVERSIGHT BOARD APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 22-23 (“ROPS 23-22”) AND FISCAL YEAR 2022-23 ADMINISTRATIVE BUDGET OF THE REDWOOD CITY SUCCESSOR AGENCY

**WHEREAS**, California Health and Safety Code (HSC) Section 34177 requires the Successor Agencies to prepare a Recognized Obligation Payment Schedule (“ROPS”) for each 12-month fiscal period, which lists the outstanding obligations of the former RDA and states the sources of funds for required payments; and

**WHEREAS**, the Redwood City Successor Agency has prepared a draft ROPS for the period July 1, 2022 to June 30, 2023, referred to as “ROPS 22-23”, claiming a total enforceable obligation amount of \$3,563,694; and

**WHEREAS**, pursuant to HSC Section 34180(g) the Oversight Board must approve the establishment of each ROPS; and

**WHEREAS**, California HSC Section 34177 requires the Successor Agencies to prepare an administrative budget for Oversight Board approval; and

**WHEREAS**, the Redwood City Successor Agency has prepared an administrative budget for the period July 1, 2022 to June 30, 2023, for \$48,794; and

**WHEREAS**, California HSC Section 34179(e) requires all action items of Countywide Oversight Boards, including the San Mateo County Countywide Oversight Board, be accomplished by resolution.

**NOW, THEREFORE, BE IT RESOLVED**, the San Mateo County Countywide Oversight Board hereby approves the Redwood City Successor Agency’s ROPS 22-23 and Fiscal Year 2022-23 Administrative Budget, attached hereto as Exhibits A and B and incorporated herein by this reference;

**BE IT FURTHER RESOLVED**, that the Oversight Board directs the Successor Agency to submit the ROPS 22-23 to the State Department of Finance upon approval by the Oversight Board.

\* \* \*

Exhibit A – Redwood City Successor Agency’s Recognized Obligation Payment Schedule 22-23  
Exhibit B – Redwood City Successor Agency’s FY 2022-23 Administrative Budget

**Recognized Obligation Payment Schedule (ROPS 22-23) - Summary**  
**Filed for the July 1, 2022 through June 30, 2023 Period**

**Successor Agency:** Redwood City

**County:** San Mateo

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 26,847</b>	<b>\$ 3,536,847</b>	<b>\$ 3,563,694</b>
F RPTTF	2,450	3,512,450	3,514,900
G Administrative RPTTF	24,397	24,397	48,794
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 26,847</b>	<b>\$ 3,536,847</b>	<b>\$ 3,563,694</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
 Name Title

/s/ \_\_\_\_\_  
 Signature Date

**Redwood City**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail**  
**July 1, 2022 through June 30, 2023**

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$38,400,833		\$3,563,694	\$-	\$-	\$-	\$2,450	\$24,397	\$26,847	\$-	\$-	\$-	\$3,512,450	\$24,397	\$3,536,847
1	Tax allocation Bond, Series 2003A for infrastructure projects [34171 (d) 1 (A)]	Bonds Issued On or Before 12/31/10	10/15/2003	07/15/2032	US Bank	Debt service for bonds issued for RDA Project Area No. 2		8,999,891	N	\$1,172,831	-	-	-	-	-	\$-	-	-	-	1,172,831	-	\$1,172,831
2	Tax allocation Bond, Series 2003A for infrastructure projects [34171 (d) 1 (A)]	Bonds Issued On or Before 12/31/10	10/15/2003	07/15/2032	US Bank	Interest payments for bonds issued for RDA Project Area No. 2		26,060,109	N	\$2,337,169	-	-	-	-	-	\$-	-	-	-	2,337,169	-	\$2,337,169
7	On-going debt service bank and fiscal agent fees [34171 (d) 1 (A)]	Fees	10/15/2003	07/15/2032	US Bank and Willdan Financial	Bank fees and annual disclosure fees for the 2003 Bond		69,116	N	\$4,900	-	-	-	2,450	-	\$2,450	-	-	-	2,450	-	\$2,450
22	Villa Montgomery-FCH [34171 (d) 1 (B)]	City/County Loan (Prior 06/28/11), Other	05/25/2006	12/01/2045	San Mateo County	Loan payable to San Mateo County on part of FCH loan		-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
23	Successor Agency Administrative Cost Allowance [34171 (b)]	Admin Costs	07/01/2012	07/15/2032	Successor Agency	Minimum amount of property tax to Successor Agency for general administrative costs		3,271,717	N	\$48,794	-	-	-	-	24,397	\$24,397	-	-	-	-	24,397	\$24,397
41	LAS Agreement [34179.9 (b)]	Litigation	08/13/1990	02/28/2012	Legal Aid Society of San Mateo	Return of LAS funds previously deposited by		-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-



A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
					County	RDA into Low and Moderate Income Housing Fund																
42	Litigation fees and costs loaned by Redwood City to the Successor Agency [34171 (d)(1)(F)(ii)]	Litigation	01/01/2013	03/31/2021	City of Redwood City	Litigation fees and costs expended by Redwood City on behalf of the Successor Agency related to the successful litigation	na	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

**Redwood City**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances**  
**July 1, 2019 through June 30, 2020**  
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	<b>ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)</b>	<b>Fund Sources</b>					<b>Comments</b>
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
<b>1</b>	<b>Beginning Available Cash Balance (Actual 07/01/19)</b> RPTTF amount should exclude "A" period distribution amount.			3,505,000	1,552,390	-	
<b>2</b>	<b>Revenue/Income (Actual 06/30/20)</b> RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller			-	56,050	2,483,822	
<b>3</b>	<b>Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)</b>			-	1,219,694	2,397,627	
<b>4</b>	<b>Retention of Available Cash Balance (Actual 06/30/20)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
<b>5</b>	<b>ROPS 19-20 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			86,195	per KMA review of 10.1.21 PPA form
<b>6</b>	<b>Ending Actual Available Cash Balance (06/30/20)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$3,505,000	\$388,746	\$-	

**Redwood City**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Notes**  
**July 1, 2022 through June 30, 2023**

Item #	Notes/Comments
1	
2	
7	
22	
23	
41	
42	

**Attachment 3 Exhibit B Page 1 of 2**

SUCCESSOR AGENCY <u>City of Redwood City</u>									
ADMINISTRATIVE BUDGET									
ROPS Period		20-21			21-22	22-23	Please specify budget methodology_ Cost Allocation _____		
Obligations Period		July 2020-June 2021			July 2021-June 2022	July 2022-June 2023			
Staff	Description	Requested	Actual	Variance	Requested	Requested	Inc (Dec) Between 21-22 and 22-23	Comment/Explanation for Variance	
City Attorney		\$ 20,549	\$ -	\$ 20,549	\$ 8,732	\$ 9,605	\$ 873	Estimated annual cost increase for wages and benefits	
City Manager		4,742	-	4,742			-		
Community Development Director		16,018	-	16,018	1,961	-	(1,961)	Other staff directed to dispose of land	
Assistant City Manager		23,813	-	23,813	2,216	2,294	78	Estimated annual cost increase for wages and benefits	
Financial Services Manager		14,516	-	14,516	3,406	3,747	341	Estimated annual cost increase for wages and benefits	
Senior Accountant		17,638	-	17,638	4,504	4,662	158	Estimated annual cost increase for wages and benefits	
Principal Planner			-	-	2,496	2,583	87	Estimated annual cost increase for wages and benefits	
Management Analyst			-	-	-	3,495	3,495	Director assigned land disposal to staff	
Sr Asst City Attorney		6,541	-	6,541	-		-		
Secretary		5,639	-	5,639			-		
Principal Analyst		24,518	-	24,518			-		
			-	-			-		
TOTAL PERSONNEL COSTS-DETAIL BREAKDOWN NOT AVAIL			154,080	(154,080)			-		
<b>Sub-Total (Personnel Costs)</b>		<b>\$ 133,974</b>	<b>\$ 154,080</b>	<b>\$ (20,106)</b>	<b>\$ 23,315</b>	<b>\$ 26,386</b>	<b>\$ 3,071</b>		
Vendor/Payee	Description	Requested	Actual	Variance	Requested	Requested	Variance		
TBD	Counsel-property disposition		22,699	(22,699)	15,000	15,000	-		
TBD	Land use consultant - property disposition			-	-	6,000	6,000	Staff change - no work done on this task in prior year	
Maze and Associates	Auditor	1,193	1,227	(34)	1,408	1,408	-		
				-			-		
<b>Sub-Total (Other Costs)</b>		<b>\$ 1,193</b>	<b>\$ 23,927</b>	<b>\$ (22,734)</b>	<b>\$ 16,408</b>	<b>\$ 22,408</b>	<b>\$ 6,000</b>		
<b>Grand Total</b>		<b>\$ 135,167</b>	<b>\$ 178,007</b>	<b>\$ (42,840)</b>	<b>\$ 39,723</b>	<b>\$ 48,794</b>	<b>\$ 9,071</b>		

COUNTY OF SAN MATEO  
 REDWOOD CITY  
 H&S 34171(b) SA ADMIN COST ALLOWANCE REVIEW  
 FY 2022-23

Attachment 3 Exhibit B Page 2 of 2

Pursuant to H&S 34171(b), annual Successor Agency administrative costs are limited to the greater of \$250,000 or 3% of property tax distributed to the Successor Agency to pay enforceable obligations in the preceding fiscal year, as reduced by the administrative cost allowance (ACA) and loan repayments to the sponsoring entity. In addition, administrative costs are not to exceed 50% of property taxes allocated for enforceable obligations in the preceding fiscal year, as reduced by the ACA and any loan repayments made to the sponsoring entity.

**Maximum Administration Cost Allowance**

**Non-Admin RPTTF Allocated in Preceding Fiscal Year**

ROPS 21-22A - (July to December)	2,450	<i>June 2021 Distribution</i>
ROPS 21-22B - (January to June)	3,507,450	<i>January 2022 Distribution</i>
Less: Sponsoring Entity Loan Repayment:	0	<i>FY 2021-22 Total</i>
Non-Admin RPTTF, excluding sponsoring entity loans	(A) <u>\$ 3,509,900</u>	

<b>3% of RPTTF Distributed (B) = (A)*(3%)</b>	(B) \$ 105,297
<b>50% of RPTTF Distributed (C) = (A)*(50%)</b>	(C) \$ 1,754,950

<b>Not To Exceed Amount</b>	(D) \$ <b>250,000</b>
If (B) exceeds \$250,000, then (B), otherwise lesser of (C) and \$250,000	

**Reported SA Admin Cost**

ROPS 22-23A - (July to December)	24,397
ROPS 22-23B - (January to June)	24,397
(E) <b>\$</b>	<u>48,794</u>

<b>Amount Exceeded, (E) - (D)</b>	\$ -
-----------------------------------	------

December 31, 2015

Ms. Audrey Ramberg, Interim Finance Director  
City of Redwood City  
1017 Middlefield Road  
Redwood City, CA 94063

Dear Ms. Ramberg:

Subject: Long-Range Property Management Plan

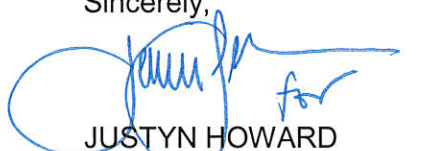
Pursuant to Health and Safety Code (HSC) section 34191.5 (b), successor agencies shall submit an Oversight Board (OB) approved Long-Range Property Management Plan (LRPMP) that addresses the disposition and use of the real properties of the former redevelopment agency to the California Department of Finance (Finance) for approval no later than six months following the issuance of a Finding of Completion. Further, HSC section 34191.3 (a) requires Finance to approve LRPMPs by December 31, 2015 in order for the LRPMP to be effective.

The City of Redwood City Successor Agency (Agency) received their Finding of Completion on December 10, 2015. While the six-month deadline has not lapsed, the Agency has not submitted an OB approved LRPMP to Finance as of the date of this letter. Since HSC section 34191.3 (a) requires Finance to approve the Agency's LRPMP by December 31, 2015, the Agency no longer has the ability to dispose of real property assets through the LRPMP process.

Without an approved LRPMP, an Agency's real property assets are required to be disposed of pursuant to HSC section 34177 (e) and HSC section 34181 (a). A separate OB action must be submitted to Finance for each property. Each individual OB action must identify the use or disposition of the property and to the extent the property is to be sold, indicate whether sales proceeds will be remitted to the county auditor-controller for distribution to the taxing entities or used to pay enforceable obligations. Further, pursuant to HSC section 34181 (a) (1), the OB shall direct the Agency to dispose of properties expeditiously and in a manner aimed at maximizing value.

Please direct inquiries to Wendy Griffe, Supervisor, or Erika Santiago, Lead Analyst, at (916) 445-1546.

Sincerely,

  
JUSTYN HOWARD  
Program Budget Manager

cc: On the following page



cc: Ms. Alison Freeman, Financial Services Manager, City of Redwood City  
Mr. Juan Raigoza, Auditor-Controller, San Mateo County

Debt Service Schedule

The following table presents debt service for the Bonds, as well as for the 1997 Bonds, which are payable from Tax Revenues on a parity with the Bonds. A portion of the 1997 Bonds were used for housing purposes and 20% of the debt service on the 1997 Bonds is payable from moneys in the Agency's Housing Set-Aside moneys. See "SECURITY FOR THE BONDS – Low and Moderate Housing Set-Aside."

TABLE 2  
REDEVELOPMENT AGENCY OF THE CITY OF REDWOOD CITY  
Redevelopment Project Area No. 2  
Debt Service Schedule

Bond Year Ending July 15	1997 Bonds Debt Service <sup>(1)</sup>	2003A Current Interest Bonds Principal	2003A <sup>^</sup> Current Interest Bonds Interest	2003A Capital Appreciation Bonds <sup>^</sup> Denominational Amount	<sup>^</sup> Series 2003A Capital Appreciation Bonds Compounded Interest	Series 2003A Bonds Total Debt Service	1997 Bonds and 2003A Bonds Aggregate Debt Service
2004	\$1,548,977.50		<u>\$463,356.25</u>			<u>\$ 463,356.25</u>	<u>\$2,012,333.75</u>
2005	1,545,746.75		<u>654,150.00</u>			<u>654,150.00</u>	<u>2,199,896.75</u>
2006	1,540,365.00		<u>654,150.00</u>			<u>654,150.00</u>	<u>2,194,515.00</u>
2007	1,544,265.00		<u>654,150.00</u>			<u>654,150.00</u>	<u>2,198,415.00</u>
2008	1,545,580.00		<u>654,150.00</u>			<u>654,150.00</u>	<u>2,199,730.00</u>
2009	1,543,350.00		<u>654,150.00</u>			<u>654,150.00</u>	<u>2,197,500.00</u>
2010	1,541,850.00	<u>\$1,225,000</u>	<u>654,150.00</u>			<u>1,879,150.00</u>	<u>3,421,100.00</u>
2011	1,545,705.00	<u>1,265,000</u>	<u>611,275.00</u>			<u>1,876,275.00</u>	<u>3,421,980.00</u>
2012		<u>2,480,000</u>	<u>560,675.00</u>			<u>3,040,675.00</u>	<u>3,040,675.00</u>
2013		<u>2,895,000</u>	<u>461,475.00</u>			<u>3,356,475.00</u>	<u>3,356,475.00</u>
2014		<u>3,045,000</u>	<u>309,487.50</u>			<u>3,354,487.50</u>	<u>3,354,487.50</u>
2015		<u>2,850,000</u>	<u>149,625.00</u>	<u>\$ 292,668.60</u>	<u>\$ 217,331.40</u>	<u>3,509,625.00</u>	<u>3,509,625.00</u>
2016				<u>1,889,860.95</u>	<u>1,615,139.05</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2017				<u>1,773,915.55</u>	<u>1,731,084.45</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2018				<u>1,663,893.60</u>	<u>1,841,106.40</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2019				<u>1,557,657.05</u>	<u>1,947,342.95</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2020				<u>1,450,684.45</u>	<u>2,054,315.55</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2021				<u>1,352,544.45</u>	<u>2,152,455.55</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2022				<u>1,256,332.20</u>	<u>2,248,667.80</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2023				<u>1,172,831.40</u>	<u>2,337,168.60</u>	<u>3,510,000.00</u>	<u>3,510,000.00</u>
2024				<u>1,090,125.10</u>	<u>2,414,874.90</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2025				<u>1,025,983.60</u>	<u>2,479,016.40</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2026				<u>967,415.05</u>	<u>2,537,584.95</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2027				<u>911,965.95</u>	<u>2,593,034.05</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2028				<u>859,566.20</u>	<u>2,645,433.80</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2029				<u>810,005.50</u>	<u>2,694,994.50</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2030				<u>763,178.70</u>	<u>2,741,821.30</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>
2031				<u>719,901.00</u>	<u>2,790,099.00</u>	<u>3,510,000.00</u>	<u>3,510,000.00</u>
2032				<u>678,918.50</u>	<u>2,826,081.50</u>	<u>3,505,000.00</u>	<u>3,505,000.00</u>

(1) 20% of debt service on the 1997 Bonds is payable from Housing Set-Aside amounts.

**Successor Agency of the  
 Former Redwood City Redevelopment Agency  
 Proposed Administrative Budget  
 July 1, 2022 - June 30, 2023**

**Attachment 5 - ROPS Item 23**

		Total ROPS 22-23 <hr style="border: 1px solid black;"/> 7/1/22 - 6/30/23
ROPS 22-23	Line Item #                      Description	\$
	Employee Costs	26,386
	Outside legal Counsel	15,000
	Land Use Consultant	6,000
	Audit of Successor Agency	1,408
Line 23	Total Administrative Budget	<hr style="border: 1px solid black;"/> 48,794 <hr style="border: 3px double black;"/>

**PROPOSED STAFF COST FY 22-23**

Position ID*	Position Name*	EST FY 21-22 STAFF	EST FY 22-23 STAFF	Duties	FTE		Fully Burdened	
		COSTS	COSTS		Allocation	Hours	Hourly Rate	Hourly Rate
9	CITY ATTORNEY	8,732	9,605	Executive Director to the Successor Agency; Oversight for Successor Agency; Works with Community Development staff on disposition of real property; reviews ROPS	0.02	41.6	\$	230.90
12	COMMUNITY DEVELOPMENT AND TRANSPORTATION DIR.	1,961	-					n/a
20	ASSISTANT CITY MANAGER	2,216	2,294	Finance Director/Treasurer to the City and Successor Agency; Oversight for all items related to the Successor Agency; reviews ROPS	0.005	10.4	\$	220.56
49	FINANCIAL SERVICES MANAGER	3,406	3,747	Attends Oversight Board meetings; liaison to Controller's Office and Dept. of Finance; ensures accurate accounting and annual audit of Successor Agency; reviews ROPS	0.01	20.8	\$	180.15
68	SENIOR ACCOUNTANT	4,504	4,662	Attends Oversight Board meetings; Preparation of all ROPS submissions and Administrative Budget; Serves as second liaison to Controller's Office and Dept. of Finance; oversight of accounting and financial obligations of Successor Agency	0.02	41.6	\$	112.07
<b>Additional Staff to Work on Property Disposition</b>								
45	PRINCIPAL PLANNER	2,496	2,583	Works with City Attorney and Community Development & Transportation Director and outside consultants on disposition of real property.	0.01	20.8	\$	124.18
	MANAGEMENT ANALYST II	3,376	3,494	Works with City Attorney and Community Development & Transportation Director and outside consultants on disposition of real property.	0.02	41.6	\$	84.00
		<b>\$ 26,692</b>	<b>\$ 26,386</b>					

12/28/21, 11:04 AM

Mail - Mercedes Yapching - Outlook

RE: ROPS 22-23 Agenda Report

FIN-Derek Rampone <drampone@redwoodcity.org>

Tue 12/21/2021 12:20 PM

To: Mercedes Yapching <myapching@smcgov.org>; FIN-Carolyne Kerans <ckrans@redwoodcity.org>

Cc: Amanda Johnson <ajohnson@smcgov.org>; Gerimar Tabbay <gtabbay@smcgov.org>; Shirley Tourel <stourel@smcgov.org>; FIN-Michelle Flaherty <mflaherty@redwoodcity.org>

3 attachments (1 MB)

FY 20-21 SA ACTUAL EXPENDITURES.xlsx; ESTIMATED STAFF COSTS FY 22\_23 Details 12-21-21.pdf; Redwood City FY21 engagement ltr ENT-signed.mpf.pdf;

**CAUTION:** This email originated from outside of San Mateo County. Unless you recognize the sender's email address and know the content is safe, do not click links, open attachments or reply.

Good morning Mercedes,

We have attached the requested information for your review.

1. Document "FY 20-21 SA ACTUAL EXPENDITURES.xlsx" – this is the general ledger detail for the FY 2020-21 actual admin costs of \$178,007.
2. Document "ESTIMATED STAFF COSTS FY 22\_23 Details 12-21-21.pdf" – this is a list of positions and hours/costs for the FY 2022-23 requested admin costs of \$26,386.

The \$15,000 being requested for "Outside Legal Counsel – property disposition" for FY 2022-23 is being asked for because we anticipate about 50 hours of legal assistance @ \$300/hour.

The \$6,000 being request for "Land Use Consultant – property disposition" for FY 2022-23 is based on 3 quotes we received, ranging from \$4,000 to \$10,000 – see below:

Vendor	Quote	Timing	Contact Name	Contact email
Valbridge Property Advisors	\$4,000	60 days	Josh Fronen, MAI	Josh Fronen <a href="mailto:jfronen@valbridge.com">jfronen@valbridge.com</a>
Carneghi-Nakasako & Associates	\$6,500	60-90 days	Brad Carneghi, MAI	<a href="mailto:brad@cnaappraisal.com">brad@cnaappraisal.com</a>
KIDDER MATHEWS	\$10,000	45 days	Neil A. Lefmann, MAI, SRA	<a href="mailto:neil.lefmann@kidder.com">neil.lefmann@kidder.com</a>

The \$1,408 being requested for "Auditor" is based on the Successor Agency's portion of the annual audit performed by Maze & Associates. I have attached the engagement letter to show the total cost.

For the bank agent fees of \$4,900, I have attached the general ledger detail for FY 2020-21. We expect these fees paid to US Bank and Willdan Financial Services to continue.

03/22/21	20-21	294	61423	50		2,800.00			AP 81194	029114	U. S. BANK
04/26/21	20-21	294	61423	50		2,100.00	-2,100.00		AP 82989	029708	WILLDAN FINANCIAL SERVICES

Hopefully you will find the information we have provided complete and sufficient.

Please let me know if you need anything else.

Derek

August 24, 2021

City of Redwood City  
Finance Division  
1017 Middlefield Road  
Redwood City, CA 94063

Dear Ms. Flaherty,

We are pleased to confirm our understanding of the services we are to provide for the City of Redwood City (City), as well as Port of Redwood City (Port), Silicon Valley Clean Water Authority (SVCW) and the Net Six Joint Powers Authority (Net Six), as of and for the year ended June 30, 2021. The services we have been engaged to provide are outlined below, but we are also available to provide additional services at your request:

1. Audit of the Basic Financial Statements, preparation of our Memorandum on Internal Control, and assistance with the preparation of the City's Comprehensive Annual Financial Report.
2. Preparation of the Comprehensive Annual Financial Report.
3. Testing of compliance with the Agreement for Distribution of Measure A Funds and issuance of our report thereon.
4. Testing one major program for compliance with the Single Audit Act and applicable laws and regulations and issuance of our report thereon.
5. Agreed Upon Procedures applied to the City's GANN Limit and issuance of our report thereon.
6. Utility User Tax Fund Audit.
7. Audit of Transportation Development Act Projects (one project).
8. Management Report (Memorandum on Internal Control and Required Communications)

*For all of the following State Controller's Office reports, please see the **Compilation Attachment** for Our Responsibilities and Your Responsibilities related to the compilation reports:*

9. Preparation of the Annual Report of Financial Transactions for the City and issuance of a compilation report.
10. Preparation of the Annual Report of Financial Transactions for the Public Financing Authority and issuance of a compilation report.
11. Preparation of the Annual Street Report for the City and issuance of a compilation report.
12. Testing of compliance with the Agreement for Distribution of Measure W Funds and issuance of our report thereon



***Port of Redwood City (Port):***

13. Audit of the Basic Financial Statements.
14. Testing one program for compliance with the Single Audit Act and applicable laws and regulations and issuance of our report thereon.
15. Management Report (Memorandum on Internal Control and Required Communications)

***Silicon Valley Clean Water Authority (SVCW):***

16. Audit of the Basic Financial Statements.
17. Management Report (Memorandum on Internal Control and Required Communications)
18. Testing one program for compliance with the Single Audit Act and applicable laws and regulations and issuance of our report thereon.
19. Preparation of the Authority's Annual Report of Financial Transactions (Controller's Report) and issuance of a compilation report. *(See Compilation Attachment for Our Responsibilities and Your Responsibilities related to the compilation report)*

***Net Six Joint Powers Authority (Net Six):***

1. Audit of the Basic Financial Statements.
2. Management Report (Memorandum on Internal Control and Required Communications)
3. Preparation of the Authority's Annual Report of Financial Transactions (Controller's Report) and issuance of a compilation report. *(See Compilation Attachment for Our Responsibilities and Your Responsibilities related to the compilation report)*

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

If the City's financial statements are accompanied by supplementary information other than RSI, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole.

Other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information.

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the accompanying supplementary information when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Council of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with City management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

## **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Governmental Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of physical existence of inventories, and direct confirmation of cash, investments and certain other assets and liabilities by correspondence with selected customers, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill the City for responding to this inquiry. At the conclusion of our audit we will also require certain written representations from management about management's responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures - Internal Control**

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls, and accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and the Council internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each major program. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **Agreed-Upon Procedures**

The City agrees to the procedures related to the Appropriations Limit Worksheet (Worksheet) for the year ended June 30, 2021, as suggested by the League of California Cities and presented in their Article XIII B Appropriations Limitation Uniform Guidelines, and will acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to assist you in meeting the requirements of Section 1.5 of Article XIII B of the California Constitution. Our engagement to apply agreed-upon procedures to the Worksheet will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgement that those procedures are appropriate for the intended purpose of the engagement. The agreement and acknowledgement are contained within this letter. A refusal to provide such agreement and acknowledgement will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the procedures requested do not constitute an examination or review, we will not express an opinion or conclusion on the Worksheet. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the City. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgement, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict that the Worksheet is in accordance with Article XIII B of the California Constitution, we will communicate such matters to you.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

You are responsible for the Worksheet and that it is in accordance with Article XIII B of the California Constitution. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the Worksheet in accordance with Article XIII B of the California Constitution.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and related notes in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and the related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management's responsibilities.

### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.



Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management is also responsible for providing us with (1) access to all information of which management is aware is relevant to the preparation and fair presentation of the financial statements; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. We understand that the City will provide us with the Closing Checklist information required for our audit and that the City is responsible for the accuracy and completeness of that information.

Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud or suspected fraud or illegal acts affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that it complies with applicable laws, regulations, contracts, agreements and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings must be made available for our review.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Maze & Associates, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent will be a separate engagement. With regard to an exempt offering document with which Maze & Associates is not involved, you agree to clearly indicate in the exempt offering document that Maze & Associates is not involved with the contents of such offering document.

Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Management's responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.



Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that: (1) management is responsible for presentation of the supplementary information in accordance with GAAP; (2) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objective section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. Management will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, management agrees to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accepting responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

### **Engagement Administration, Fees, and Other**

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report to you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is our property and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Maze & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We will retain audit documentation for this engagement for seven years after the report release date pursuant to state regulations. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in August 2021 and finalize our reports by end of November 20, 2021 for City and SVCW, provided that all the audit closing checklist items are ready when we begin our fieldwork. The other small reports, such as SCO reports, Port BFS, Net Six BFS, Measures, and Single Audit, which will be finalized in early 2022 before March.

Grace Zhang is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. To ensure that Maze & Associates' independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are billed based on our contract with the City. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if the City's account becomes thirty days or more overdue and may not be resumed until the City's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

These fees are based on anticipated cooperation from City personnel, the completion of schedules and data requested on our Checklists, and the assumption that there will be no unexpected increases in work scope, such as new Single Audit Act major programs, new debt issues, etc., or delays which are beyond our control, as discussed on the Fees Attachment to this letter. If significant additional time is necessary, we will discuss it with City management and arrive at a new fee before we incur any additional costs.

We understand you will provide us with basic workspace sufficient to accommodate the audit team assigned to your audit. We understand the basic workspace will be equipped with a telephone and direct Internet access, preferably a temporary network outside of your network, a public IP address and a wired connection. We understand you will also provide us with access to a fax machine and read only access to your general ledger system.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, or services will continue to be governed by the terms of this engagement letter.

Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return the entire copy to us.

*Maze & Associates*

Maze & Associates

RESPONSE:

This letter correctly sets forth the understanding of the City.

By: *Michelle Poche Flaherty*

Michelle Poche Flaherty  
Assistant City Manager/Director of Administrative Services

Date: 11/17/2021

**City of Redwood City Engagement Letter  
Fees Attachment  
June 30, 2021**

Our fees for the work described in the attached engagement letter will be as follows, unless they are adjusted for one or more of the items below.

<u>Service</u>	<u>Fees</u>
<b><u>City:</u></b>	
1) Comprehensive Annual Financial Report	\$53,257
2) Preparation of CAFR	3,661
3) Measure A Audit	1,438
4) Single Audit Report (one program)	4,833
5) GANN Limit Report	555
6) Utility User Tax Fund Audit	2,324
7) TDA Compliance Audit	2,334
8) Measure W Compliance Audit	2,060
9) Management Report	933
<b><i>Annual Reports of Financial Transactions:</i></b>	
10) SCO-City	4,796
11)SCO-Public Financing Authority	1,029
12)Street Report	1,369
<b><u>Port of Redwood City:</u></b>	
13) Basic Financial Statements Audit	15,198
14) Single Audit Act Report	4,833
15) Management Report	758
<b><u>Silicon Valley Clean Water Authority:</u></b>	
16) Basic Financial Statements Audit	15,198
17) Management Report	758
18) Single Audit Report (one Program)	4,833
19)SCO Report-SVCW	1,029
<b><u>Net Six:</u></b>	
20) Basic Financial Statements Audit and MOIC	2,768
21) SCO-Net Six	1,735
Total	<u><u>\$125,699</u></u>

**2021 Fees** – Our fees are based on our Proposal with the City dated March 29, 2019

**South Bayside Waste Management Authority (SBWMA):** The fee for Calendar Year Audit 1/1/2021-12/31/2021 is \$12,552 which includes the audit for the SBWMA basic financial statement \$5,849, the management letter \$759 and the Bond Compliance report \$2,641. We will sign the Engagement with SBWMA and bill them separately upon the completion of the engagement.

# SAN MATEO COUNTY

## COUNTYWIDE OVERSIGHT BOARD

### *Members*

*Mark Addiego  
Aimee Armsby  
Chuck Bernstein  
Kevin Bultema  
Barbara Christensen  
Mark Leach  
Justin Mates*

Date: December 31, 2021 **Agenda Item No. 12**

To: San Mateo County Countywide Oversight Board

From: Shirley Tourel, Assistant Controller

Subject: South San Francisco Successor Agency (SA) Recognized Obligation Payment Schedule (ROPS) 22-23

### **Background**

California Health and Safety Section Code (HSC) 34180(g) requires all ROPS to be approved by the Oversight Board.

### **Discussion**

The Annual ROPS 22-23 contains all the obligations of the SA for fiscal year 2022-23. The SA is requesting approval by the Board to spend \$1,969,472 on outstanding obligations and administrative expenses for Annual ROPS 22-23 with \$231,620 to be funded from Other Funds and \$1,737,852 from Redevelopment Property Tax Trust Fund (RPTTF).

Enclosed is the SA's Annual ROPS 22-23 and supporting documents.

### **Fiscal Impact**

Funding for ROPS from RPTTF reduces the amount of tax revenue available for "Residual" distributions to the affected taxing entities.

### **CAC Exhibit**

A - South San Francisco SA's Annual ROPS 22-23 Agenda Packet

Date: December 9, 2021

To: San Mateo County Countywide Oversight Board

From: Mike Futrell, Successor Agency Executive Director

Subject: Approval of the Recognized Obligation Payment Schedule and Administrative Cost Allowance Budget of the Successor Agency to the Former Redevelopment Agency of the City of South San Francisco for the period July 1, 2022 through June 30, 2023.

Former RDA: **Redevelopment Agency of the City of South San Francisco**

### **Recommendation**

It is recommended that the San Mateo Countywide Oversight Board 1) adopt a resolution approving the Successor Agency Administrative Budget for Fiscal Year 2022-23; and 2) adopt a resolution approving the Recognized Obligation Payment Schedule for Fiscal Year 2022-23.

### **Background**

The Successor Agency to the Former Redevelopment Agency of the City of South San Francisco ("Successor Agency") has prepared a Recognized Obligation Payment Schedule requesting funding for enforceable obligations in Fiscal Year 2022-23 ("ROPS 22-23", attached as Exhibit A) and accompanying Administrative Budget (Exhibit B). Both documents were approved by the Successor Agency Board on December 8, 2021 and forwarded to the San Mateo Countywide Oversight Board ("Oversight Board") for consideration. The ROPS 22-23 must be transmitted to the State Department of Finance ("DOF") for review by February 1, 2022.

### **Discussion**

#### **ROPS 22-23**

The ROPS 22-23 requests a total of \$1,969,472, of which \$1,737,852 is from Redevelopment Property Tax Trust Funds ("RPTTF") and \$231,620 is from Other Funds. The following details the funding request by item:

- Items 12 and 14 – Oyster Point DDA – The Successor Agency administers a Disposition and Development Agreement ("DDA") dated March 23, 2011 between the RDA, City, and Oyster Point Ventures, LLC, which was ultimately assigned and assumed by the current developer KR Oyster Point / KR-TRS ("Kilroy" or "developer"). The former Redevelopment Agency negotiated the DDA to redevelop a former landfill into a life science/office campus, commercial development including a hotel and park/open space and recreational area in the Oyster Point Marina area adjacent to the ferry terminal and harbor. The Successor Agency is required to pay for certain hard and soft costs related



to infrastructure development, environmental remediation and construction of public improvements under the DDA, which are enforceable obligations as outlined below.

The Successor Agency's investment in the Oyster Point project will result in a significant increase in annual property tax revenues by adding over \$2 billion in estimated new development value. Assuming 2% growth in annual assessed values, taxing agencies will benefit from nearly \$850 million in estimated property tax revenues between 2024 and 2050.

**ROPS Item 12** requests \$1,524,642 for Oyster Point project costs from Redevelopment Property Tax Trust Funds ("RPTTF").

These requested project costs are enforceable obligations under the DDA as they relate to the Successor Agency's obligation under Section 3.4.1 and Exhibit 3.4.1 of the DDA to fund Phase IC Improvement Costs under Section 3.2.1 of the DDA, the specific improvements of which are listed under Table 1. These requested project costs arise from the increased costs associated with unavoidable construction delays and modifications caused and imposed by Pacific Gas and Electric ("PGE") and Americans with Disabilities Act ("ADA") and Building Code requirements. These have led to unavoidable cost escalations for items that are enforceable obligations under the DDA and were outside of the Successor Agency's control. The delays and resulting complications have increased project costs by \$2,303,496 since the Amended ROPS 21-22 was prepared, of which the Successor Agency's share is \$1,524,642. These costs are non-negotiable and do not include improvements that were within the scope of the settlement agreement negotiated with Kilroy in 2020 and approved by the Oversight Board and DOF in 2021.

The increased costs were caused by the following:

- (1) *PGE Construction Delays*: PGE Inspectors approve new replacement facilities and notify PGE Construction. PGE Construction has severe manpower resource limitations and can only work on projects that total less than 200-hours; PGE Construction estimated Oyster Point Phase IC requires 800-hours to effect energization. This required the PGE Contracting Department to obtain bids from contractors. During their bidding process, all utility services in the old Oyster Point Boulevard must remain active to serve other parcels located north of this project. This requires all existing PGE and ATT facilities to remain intact until new replacement facilities are switched over, tied in, and energized.

PGE Construction currently estimates that its contractor might start in February 2022. PGE's contracting process has resulted in a minimum 6-month delay (as of November 2021) since the PGE Inspector forwarded its approval of the new replacement facilities to PGE Construction in mid-August 2021.

The PGE process delayed completion of the last remaining excavation of old Oyster Point Boulevard and relocation of soils to an Open Recreation Site. This remaining material must be placed and capped with a clay and erosion layer before the parking lot, top soil, irrigation system, and turf is installed at the Open Recreation Site. The cost of this process is shared between developer and Successor Agency and the Agency's share constitutes an enforceable obligation as set forth in DDA Section 3.4.1 and Exhibits 3.2.1A (Streets and Utilities to the Hub) and 3.2.1B (Street and Utilities to the Point.).

(2) *ADA and Building Code Requirements:* A City Building Department field site inspection of the constructed improvements uncovered conditions along the public pathways that were not compliant and require corrective measures. Design review of Construction Documents for Building Permit and pricing for the original GMP construction contract did not identify these deficiencies.

- a. *ADA Edge Protection for Wheelchairs:* ADA regulations require 6 inch high edge to prevent wheelchair, traveling on a sidewalk, from falling into a depression. Edge protection is required when a travel surface drops more than 4 inches.

Oyster Point Boulevard at the Hub and Marina Boulevard to the Point have bioretention basins, which are required to treat stormwater runoff, without side slopes that show a drop up to 15 inches. This condition typically occurs on roadways where bioretention treatment is needed in narrow areas between a sidewalk and roadway. Edge protections will need to be put in place to meet ADA requirements.

- b. *Guardrail Fall Protections:* Portions of Marina Boulevard along the Marina Parking lot will require the installation of guardrail protections due to grade changes based on local Building Code requirements.

The above items led to a minimum 6-month construction delay and related complications. The Successor Agency share of increased costs is \$1,524,642 for enforceable obligations relating to the items set forth in DDA Section 3.4.1 and Exhibit 3.2.1(A) through (H). These increased costs include:

(1) *Project Management, Environmental, Architect and Civil Engineer Construction Administration, and Special Inspection* - Additional project management and construction administration services are needed due to the longer construction period.

(2) *General Contractor* - Increased General Requirements and General Conditions

costs are required due to the longer construction period.

- (3) *Stormwater Pollution Prevention Program* – The revised project schedule requires another full winter season to implement best practices, dewatering, collection, and treatment of rainwater runoff to complete remaining work at the Phase IC site.
- (4) *Open Recreation Site Grading and Clay Cap* – Site grading completion commensurately delayed by PGE Construction prevents excavation and relocation of refuse from old Oyster Point Boulevard across the Phase IID parcel. Existing PGE and ATT facilities remain active in old Oyster Point Boulevard until utility services are switched over to the new replacement facilities. Cost of excavation, transportation, and placement of refuse material, capping, and erosion layer is entirely borne by the developer. The cost to import clay material that meets environmental specification to cap the open recreation site fill is responsibility of Agency since no onsite clay material meets specifications.

Table 1 summarizes the additional costs stemming from construction delays as eligible under the DDA. Exhibit D attached to this staff report provides a more detailed cost breakdown and illustrates how the 6-month construction delay escalated costs since the Amended ROPS 21-22.

**Table 1: ROPS 22-23 Item 12 Cost Breakdown**

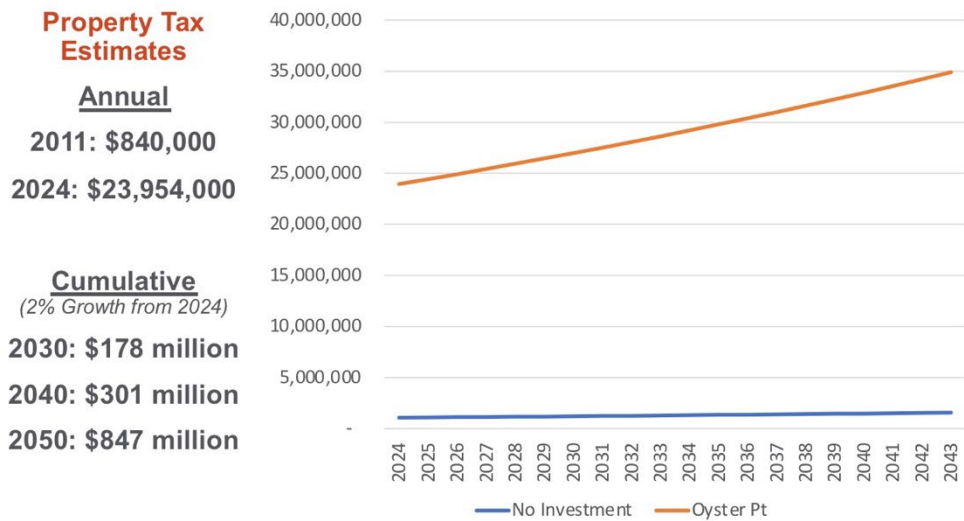
DDA Exhibit	Description	Work Required	Cost		
			Agency Share	Developer Share	Total
<b>3.2.1A</b>	Streets and Utilities at Hub	Relocation of PGE electrical facilities and ATT telecommunications to replacement joint trench infrastructure severely delayed (6 mo.) by PGE Construction due to labor shortage (critical path work).  Site inspections identified ADA and building code requirements for pedestrian travel path protections at some bioretention basins (at Oyster Point Blvd at Hub and Marina Blvd to Point) and guardrail at steep slope condition at sidewalk (at Marina Blvd to Point adjacent to Marina parking lot).  Delay impacts - Stormwater control, Project Management oversight; increased General Requirements & General Conditions, and escalation of material and labor.	\$117,603	\$778,854	\$896,457
<b>3.2.1B</b>	Streets and Utilities at Point		\$525,187		\$525,187
<b>3.2.1C</b>	Clay Cap Repair at City Parcels – Phase IC		\$14,735		\$14,735
<b>3.2.1D</b>	Reconfiguration of Parking Lot at Marina & Open Space Landscape		\$198,062		\$198,062
<b>3.2.1E</b>	Recreation Fields		\$215,472		\$215,472
<b>3.2.1F</b>	Future Hotel Site		\$49,321		\$49,321
<b>3.2.1G</b>	Landscaping at Beach/Park		146,306		146,306
<b>3.2.1H</b>	Landscaping at BCDC Area in City Parcels and Palm Promenade		\$257,956		\$257,956
<b>TOTAL</b>			<b>\$1,524,642</b>	<b>\$778,854</b>	<b>\$2,303,496</b>

**ROPS Item 14** requests \$194,830 for estimated project-related staff, consultant, and legal costs to implement these items. This includes reimbursing the City for time the Public Works Director, City Manager, and Director of Economic & Community Development spend administering the project as detailed in Exhibit E. The costs are estimated based on average hours per month.

**Taxing Agency Benefit from Oyster Point**

The Successor Agency’s investment in the Oyster Point project will result in a significant increase in annual property tax revenues by adding over \$2 billion in estimated new development value. Annual property tax revenues will increase from \$840,000 in 2011 to approximately \$24 million by project build-out in 2024. Some of these revenues will be realized earlier as different phases of the project are completed. Assuming 2% growth in annual assessed values, taxing agencies will benefit from nearly \$850 million in estimated property tax revenues between 2024 and 2050.

**OYSTER POINT DDA  
PROPERTY TAX IMPACT**



**Item 48 – Administrative Cost Allowance** - The Successor Agency is requesting \$250,000 for Fiscal Year 2022-23 administrative expenses, which is within the threshold set forth under Health and Safety Code. Of this amount, \$18,380 is requested from RPTTF and \$231,620 is requested from Other Funds. Other Funds are from sources other than property tax such as RDA loan repayments and interest. More details are provided in the next section.

- Other Enforceable Obligations – Other potential enforceable obligations listed on the ROPS include development agreements and pension/retiree obligations. There are no anticipated Successor Agency costs for these items in Fiscal Year 2022-23. These obligations remain listed on the ROPS in case there are eligible costs in the future.

### **Administrative Budget**

Health and Safety Code Section 34177(j) requires the Successor Agency to prepare an administrative budget and submit it to the Oversight Board for approval. An Administrative Budget for Fiscal Year 2022-23 is attached as Exhibit B for the Oversight Board's consideration.

Staff has prepared an administrative budget of \$250,000 for Fiscal Year 2022-23 to cover professional services (including preparation of the ROPS and auditor fees) and staff costs and overhead required to administer obligations and prepare legally mandated reports. This represents staff's best estimate of administrative costs based on prior years. The requested administrative cost allowance is within the \$250,000 threshold set forth under Health and Safety Code section 34171.

### **CONCLUSION**

Adoption of the proposed ROPS 22-23 and Administrative Budget is necessary to obtain funding for Fiscal Year 2022-23 obligations and are required by State law.

### **Attachments:**

1. Draft Resolution of the Countywide Oversight Board Approving the South San Francisco Successor Agency's ROPS 22-23 and FY 2022-23 Administrative Costs Budget
2. Exhibit A – ROPS 22-23
3. Exhibit B – Administrative Budget for FY 22-23
4. Exhibit C - ROPS 22-23 Item 12 Oyster Point Detailed Project Cost Breakdown
5. Exhibit D – ROPS 22-23 Item 14 Oyster Point Soft Cost Estimate
6. Exhibit E – Supporting Documents for ROPS Items
7. Exhibit F – Power Point Presentation



RESOLUTION NO. 2022- \_\_\_\_\_

**RESOLUTION OF THE SAN MATEO COUNTY COUNTYWIDE OVERSIGHT BOARD APPROVING  
THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 22-23 AND FY 2022-23  
ADMINISTRATIVE BUDGET FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023  
FOR THE SUCCESSOR AGENCY (SA) TO THE FORMER CITY OF SOUTH SAN FRANCISCO  
REDEVELOPMENT AGENCY (RDA)**

**WHEREAS**, California Health and Safety Code (HSC) Section 34177 requires the Successor Agencies to prepare a Recognized Obligation Payment Schedule (ROPS) for each 12-month fiscal period, which lists the outstanding obligations of the former RDA and states the sources of funds for required payments; and

**WHEREAS**, the Successor Agency to the former South San Francisco Redevelopment Agency has prepared a draft ROPS for the period July 1, 2022 to June 30, 2023, referred to as “ROPS 22-23”, claiming a total enforceable obligation amount of \$1,969,472 as set forth in the attached Exhibit A; and

**WHEREAS**, pursuant to HSC Section 34180(g) the Oversight Board must approve the establishment of each ROPS; and

**WHEREAS**, HSC Section 34177 requires the Successor Agencies to prepare an administrative budget for Oversight Board approval; and

**WHEREAS**, the Successor Agency to the Former South San Francisco Redevelopment Agency has prepared an administrative budget for the period July 1, 2022 to June 30, 2023, for \$250,000; as set forth in the attached Exhibit B; and

**WHEREAS**, HSC Section 34179(e) requires all action items of Countywide Oversight Boards, including the San Mateo County Countywide Oversight Board (the “Board”), be accomplished by resolution;

**NOW, THEREFORE, BE IT RESOLVED**, the San Mateo County Countywide Oversight Board hereby approves the South San Francisco Successor Agency’s ROPS 22-23 and Fiscal Year 2022-23 Administrative Budget referenced hereto as Exhibits A and B and incorporated herein by this reference;

**BE IT FURTHER RESOLVED**, that the Oversight Board directs the Successor Agency to submit the ROPS 22-23 to the State Department of Finance upon approval by the Oversight Board.

\* \* \*

Exhibit A – Successor Agency’s Recognized Obligation Payment Schedule 22-23  
Exhibit B – Successor Agency’s FY 2022-23 Administrative Budget

**Recognized Obligation Payment Schedule (ROPS 22-23) - Summary**  
**Filed for the July 1, 2022 through June 30, 2023 Period**

**Successor Agency:** South San Francisco

**County:** San Mateo

<b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b>	<b>22-23A Total (July - December)</b>	<b>22-23B Total (January - June)</b>	<b>ROPS 22-23 Total</b>
<b>A Enforceable Obligations Funded as Follows (B+C+D)</b>	<b>\$ 231,620</b>	<b>\$ -</b>	<b>\$ 231,620</b>
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	231,620	-	231,620
<b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>	<b>\$ 1,737,852</b>	<b>\$ -</b>	<b>\$ 1,737,852</b>
F RPTTF	1,719,472	-	1,719,472
G Administrative RPTTF	18,380	-	18,380
<b>H Current Period Enforceable Obligations (A+E)</b>	<b>\$ 1,969,472</b>	<b>\$ -</b>	<b>\$ 1,969,472</b>

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date

**South San Francisco  
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail  
July 1, 2022 through June 30, 2023**

A	B	C	D	E	F	G	H	I	J	K	N	O	P	Q
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)			22-23A Total
											Fund Sources			
											Other Funds	RPTTF	Admin RPTTF	
								\$25,490,112		\$1,969,472	\$231,620	\$1,719,472	\$18,380	\$1,969,472
12	Oyster Point Ventures DDA	OPA/DDA/ Construction	03/23/ 2011	11/11/2026	Oyster Pt Ventures, LLC	DDA Sections 3.2.1 Phase IC Improvements and 3.4.1 Improvement Costs	Merged	1,524,642	N	\$1,524,642	-	1,524,642	-	\$1,524,642
13	Oyster Point Ventures DDA	OPA/DDA/ Construction	03/23/ 2011	11/11/2026	Various contractors/staff	DDA Section 5.2 Environmental Indemnification	Merged	18,513,268	N	\$-	-	-	-	\$-
14	Oyster Point Ventures DDA	Project Management Costs	03/23/ 2011	11/11/2026	Legal/Staff costs	Soft project management costs	Merged	629,295	N	\$194,830	-	194,830	-	\$194,830
16	Harbor District Agreement	Improvement/ Infrastructure	03/25/ 2011	11/11/2026	Harbor District	Secs. 5.0 lease rev; 7.0 temp. office	Merged	1,793,248	N	\$-	-	-	-	\$-
17	Harbor District Agreement	Project Management Costs	03/25/ 2011	11/11/2026	Legal/Staff costs	Soft project management costs	Merged	798,341	N	\$-	-	-	-	\$-
21	Train Station Imprvmnts Ph 1(pf1002)	Remediation	03/11/ 2009	12/31/2014	TechAccutite/Wisley Ham	Contracted work-site remediation	Merged	87,494	N	\$-	-	-	-	\$-
22	Train Station Imprvmnts Phase 1	Project Management Costs	03/11/ 2009	12/31/2014	Staff Costs	Soft project management costs	Merged	9,309	N	\$-	-	-	-	\$-
23	Train Station Imprvmnts Phase 2	Remediation	12/09/ 2009	12/31/2014	Various contractors	Site remediation per Cal Trans Agrmt.	Merged	620,000	N	\$-	-	-	-	\$-
24	Train Station Imprvmnts Phase 2	Project Management Costs	12/09/ 2009	12/31/2014	Legal/Staff costs	Soft project management costs	Merged	148,115	N	\$-	-	-	-	\$-
48	Administration Costs	Admin Costs	07/01/ 2022	06/30/2023	Legal/Staff costs	Costs to administer Successor Agency	Merged	1,000,000	N	\$250,000	231,620	-	18,380	\$250,000
51	Accrued PERS Pension Obligations	Unfunded Liabilities	01/01/ 1980	06/30/2016	CalPERS	Costs incurred through 02/01/2012	Merged	168,800	N	\$-	-	-	-	\$-
52	Accrued Retiree Health Obligations	Unfunded Liabilities	01/01/ 1980	06/30/2016	CalPERS Retiree Benefit Trust (CERBT)	Costs incurred through 02/01/2012	Merged	197,600	N	\$-	-	-	-	\$-

**South San Francisco**  
**Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances**  
**July 1, 2019 through June 30, 2020**  
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>
<b>1</b>	<b>Beginning Available Cash Balance (Actual 07/01/19)</b> RPTTF amount should exclude "A" period distribution amount.			39,080,416	7,613,661	626,343	E: Funds reserved in Oyster Point Escrow Account (\$37,819,402) + Reserve Balances applied to ROPS 19-20 Item 48 (\$136,234) and ROPS 20-21 Item 13 (\$532,911) + PPA reserved for ROPS 20-21 (\$591,869). F: Other Funds reserved for ROPS 19-20 (\$389,263), 20-21 (\$3,311,924), and 21-22 (\$3,912,474). G: PPA applied to ROPS 19-20 (\$626,343)
<b>2</b>	<b>Revenue/Income (Actual 06/30/20)</b> RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller			5,805,980	1,571,214	-	E: Deposits and interest earned Oyster Point Escrow Account (5,805,980). F: Other Funds revenues from Rents and Interest (\$330,321), Commercial Rehab Loan (\$30,893), and City repayment for Oyster Point "Advance to Other Funds" (\$1,210,000)
<b>3</b>	<b>Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)</b>			4,636,234	1,728,857	626,343	E: Oyster Point Escrow Account drawdowns to make payments pursuant to DDA (\$4,500,000) + Item 48 Reserve Balance

**Attachment 2 - Exhibit A - Page 4 of 5**

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		<b>Fund Sources</b>					
		<b>Bond Proceeds</b>		<b>Reserve Balance</b>	<b>Other Funds</b>	<b>RPTTF</b>	
	<b>ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)</b>	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	<b>Comments</b>
							expense (\$136,234). F and G: Matches PPA 19-20.
<b>4</b>	<b>Retention of Available Cash Balance (Actual 06/30/20)</b> RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			40,250,162	7,224,398		E: Funds reserved for Oyster Point Escrow Account (\$39,125,382) + ROPS 20-21 Item 13 (\$532,911) + PPA reserved for ROPS 20-21 (\$591,869). F: Other Funds reserved for ROPS 20-21 (\$3,311,924) + ROPS 21-22 (\$3,912,474).
<b>5</b>	<b>ROPS 19-20 RPTTF Prior Period Adjustment</b> RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required				
<b>6</b>	<b>Ending Actual Available Cash Balance (06/30/20)</b> C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$231,620	\$-	<b>F: Applied to ROPS 22-23 Item 48</b>

**South San Francisco  
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes  
July 1, 2022 through June 30, 2023**

Item #	Notes/Comments
12	
13	
14	
16	
17	
21	
22	
23	
24	
48	
51	
52	

## Attachment 3 - Exhibit B - Page 1 of 2

SUCCESSOR AGENCY SOUTH SAN FRANCISCO								
ADMINISTRATIVE BUDGET								
ROPS Period	20-21 <sup>1</sup>			21-22	22-23	<i>Please specify budget methodology (Cost Allocation, Time Study etc) Cost Allocation</i>		
Obligations Period	July 2020-June 2021			July 2021-June 2022	July 2022-June 2023			
Staff	Description	Requested	Actual	Variance	Requested	Requested	Inc (Dec)	Comment/Explanation for Variance
City Manager	Successor Agency and project administration	-	-	-	42,973	44,116	1,143	
Director, Econ & Comm Dev (Acting)	Successor Agency and project administration	-	-	-	6,508	9,621	3,113	
Deputy Dir, Econ & Comm Dev (Acting)	Successor Agency and project administration	-	-	-	8,467	8,467	0	
Economic Development Coordinator	Successor Agency and project administration	-	-	-	4,558	8,267	3,709	
Management Assistant II	Successor Agency and project administration	-	-	-	9,615	9,903	288	
Management Analyst I	Successor Agency and project administration	-	-	-	8,876	9,903	1,027	
Administrative Assistant I	Successor Agency and project administration	-	-	-	4,456	4,236	(220)	
City Clerk	Successor Agency meeting administration	-	-	-	2,842	3,659	817	
Deputy City Clerk	Successor Agency meeting administration	-	-	-	2,130	2,743	613	
City Clerk Records Technician	Successor Agency meeting administration	-	-	-	857	857	(0)	
Director, Finance	Successor Agency administration	-	-	-	23,341	38,902	15,561	
Deputy Director, Finance	Successor Agency administration	-	-	-	6,895	11,721	4,826	
Senior Accountant	Successor Agency administration	-	-	-	11,768	15,152	3,384	
Administrative Assistant II	Successor Agency administration	-	-	-	1,714	2,942	1,228	
Rounding Factor	Successor Agency administration	-	-	-		(490)	(490)	
<b>Sub-Total (Personnel Costs)</b>		\$ -	\$ -	\$ -	\$ 135,000	\$ 170,000	\$ 35,000	Higher administrative cost allowance cap
Vendor/Payee	Description	Requested	Actual	Variance	Requested	Requested	Variance	
RSG, INC.	Successor Agency Consultant	-	-	-	25,000	25,000	-	
Maze and Associates	Auditor	-	-	-	4,000	4,000	-	
Meyers Nave	Legal Counsel	-	-	-	50,000	50,000	-	
Overhead	Supplies, facilities, etc.	-	-	-	1,000	1,000	-	
<b>Sub-Total (Other Costs)</b>		\$ -	\$ -	\$ -	\$ 80,000	\$ 80,000	\$ -	
<b>Grand Total</b>		\$ -	\$ -	\$ -	\$ 215,000	\$ 250,000	\$ 35,000	Higher administrative cost allowance cap

**Notes**

1. Funding for this period was zero.



**Successor Agency South San Francisco  
H&S 34171(b) Successor Agency Administrative Cost Allowance Review  
FY 2022-23**

Pursuant to H&S 34171(b), annual Successor Agency administrative costs are limited to the greater of \$250,000 or 3% of property tax distributed to the Successor Agency to pay enforceable obligations in the preceding fiscal year, as reduced by the administrative cost allowance (ACA) and loan repayments to the sponsoring entity. In addition, administrative costs are not to exceed 50% of property taxes allocated for enforceable obligations in the preceding fiscal year, as reduced by the ACA and any loan repayments made to the sponsoring entity.

**Maximum Administration Cost Allowance**

**Non-Admin RPTTF Allocated in Preceding Fiscal Year**

ROPS 21-22A - (July to December)	1,616,005	<i>June 2021 Distribution</i>
ROPS 21-22B - (January to June)	2,510,829	<i>January 2022 Distribution</i>
Less: Sponsoring Entity Loan Repayment:	0	<i>FY 2021-22 Total</i>
Non-Admin RPTTF, excluding sponsoring entity loans	(A) \$ 4,126,834	

<b>3% of RPTTF Distributed (B) = (A)*(3%)</b>	(B) \$ 123,805
<b>50% of RPTTF Distributed (C) = (A)*(50%)</b>	(C) \$ 2,063,417

<b>Not To Exceed Amount</b>	(D) \$ 250,000
If (B) exceeds \$250,000, then (B), otherwise lesser of (C) and \$250,000	

**Reported SA Admin Cost**

ROPS 22-23A - (July to December)	250,000
ROPS 22-23B - (January to June)	0
(E) \$	250,000

<b>Amount Exceeded, (E) - (D)</b>	\$ -
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SUCCESSOR AGENCY TO FORMER RDA OF SOUTH SAN FRANCISCO

ROPS 22-23 Item 12

Matrix showing Change Events impact to each project and cost share by Agency and Developer

PHASE IC 2011 BUDGET		Orig. Sched of Value	Change Event	Agency's Share and Allocation					Change Total by Project
				GC Escal [D]	GC Gen. Cond Rqmt [E]	Stormwater SWPPP [F]	PM Soft Costs [G]	Sitework [H]	
		Agency's Total Allocation							
DDA	Description			\$ 100,050	\$ 174,578	\$ 217,500	\$ 382,514	\$ 650,000	\$ 1,524,642
Exhibit									
3.2.1A	Streets and Utilities at Hub	#	0.112	\$ 11,165	\$ 19,482	\$ 24,271	\$ 42,685	\$ 20,000	\$ 117,603
3.2.1B	Streets and Utilities at Point	#	0.303	\$ 30,335	\$ 52,931	\$ 65,945	\$ 115,976	\$ 260,000	\$ 525,187
3.2.1C	Clay Cap Repair at City Parcels - Ph IC	#	0.017	\$ 1,686	\$ 2,941	\$ 3,664	\$ 6,444		\$ 14,735
3.2.1D	Reconfig Marina Parking Lot & Open Rec Space	#	0.226	\$ 22,656	\$ 39,533	\$ 49,253	\$ 86,620		\$ 198,062
3.2.1E	Recreation Fields	#	0.075	\$ 7,489	\$ 13,068	\$ 16,281	\$ 28,633	\$ 150,000	\$ 215,472
3.2.1F	Future Hotel Site	#	0.034	\$ 3,354	\$ 5,852	\$ 7,291	\$ 12,823	\$ 20,000	\$ 49,321
3.2.1G	Landscaping at Beach / Park	#	0.133	\$ 13,304	\$ 23,215	\$ 28,922	\$ 50,865	\$ 30,000	\$ 146,306
3.2.1H	Landscape BCDC Area City Parcels, Palm Promenade	#	0.101	\$ 10,061	\$ 17,556	\$ 21,872	\$ 38,467	\$ 170,000	\$ 257,956
<b>TOTAL for Agency</b>			<b>1</b>	<b>\$ 100,050</b>	<b>\$ 174,578</b>	<b>\$ 217,500</b>	<b>\$ 382,514</b>	<b>\$ 650,000</b>	<b>\$ 1,524,642</b>

PHASE IC 2011 BUDGET		Orig. Sched of Value	Change Event	Developer's Share and Allocation					Change Total by Project
				GC Escal [D]	GC Gen. Cond Rqmt [E]	Stormwater SWPPP [F]	PM Soft Costs [G]	Sitework [H]	
		Developer's Total Allocation							
DDA	Description			\$ 72,450	\$ 126,418	\$ 157,500	\$ 342,486	\$ 80,000	\$ 778,854
Exhibit									
3.2.1A	Streets and Utilities at Hub	#	0.630	\$ 72,450	\$ 126,418	\$ 157,500	\$ 342,486	\$ 80,000	\$ 778,854
3.2.1B	Streets and Utilities at Point	#							-
3.2.1C	Clay Cap Repair at City Parcels - Ph IC	#							-
3.2.1D	Reconfig Marina Parking Lot & Open Rec Space	#							-
3.2.1E	Recreation Fields	#							-
3.2.1F	Future Hotel Site	#							-
3.2.1G	Landscaping at Beach / Park	#							-
3.2.1H	Landscape BCDC Area City Parcels, Palm Promenade	#	0.370						-
<b>TOTAL for Developer</b>			<b>1</b>	<b>\$ 72,450</b>	<b>\$ 126,418</b>	<b>\$ 157,500</b>	<b>\$ 342,486</b>	<b>\$ 80,000</b>	<b>\$ 778,854</b>

<b>Total by Change Event</b>		<b>\$ 172,500</b>	<b>\$ 300,996</b>	<b>\$ 375,000</b>	<b>\$ 725,000</b>	<b>\$ 730,000</b>	<b>\$ 2,303,496</b>
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<b>Documentation Packages by Change Event</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
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Agency	58.0%	58.0%	58.0%	52.8%	89.0%
Developer	42.0%	42.0%	42.0%	47.2%	11.0%
	[1]	[1]	[1]	[2]	[1]

**Proration footnote:**

- [1] Allocation based on Agency's 20% share of Streets & Utility to Hub and 100% share of Streets & Utility to Point. Ref. DDA Section 3.2.1(i)1 and 3.2.1(i)2.
  
- [2] Project Management cost allocation is based on Agency's share construction cost (20% share Strt & Util to Hub and 100% Strt & Util to Point; and Landscape exceeding Developer's \$9.53 M obligation), Agency's additional contract obligation proration (58%; 42% for Developer, rounded and for items outside of Strt & Util to Hub and Point, and Landscape), or based on the original project schedule of value. Ref. DDA Sect 3.2.1(vii) & 3.4.1 Exh.

SUCCESSOR AGENCY TO FORMER RDA OF SOUTH SAN FRANCISCO  
 ROPS 22-23 Item 12

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<b>TAB D</b>	Page		Cost		Agency	Developer
<b>Cost D-2</b>	2 of 6	General Contractor Escalation - Delay 4 mo. due to extended schedule	\$ 115,000	[1]	\$ 66,700	\$ 48,300
<b>Cost D-2a</b>	3 of 6	General Contractor Escalation - Delay 2 mo. due to PGE Inspection schedule (11/18/21)	\$ 57,500	[2]	\$ 33,350	\$ 24,150
		Total	\$ 172,500		\$ 100,050	\$ 72,450

[1] Reference previous Item D-1 in ROPS 21-22. This cost projection is for the additional delay period to March 2022. Cost allocation is based on Agency's share construction cost (20% share Strt & Util to Hub and 100% Strt & Util to Point; and Landscape exceeding Developer's \$9.53 M obligation), Agency's additional contract obligation proration (58%; 42% for Developer, rounded and for items outside of Strt & Util to Hub and Point, and Landscape), or based on the original project schedule of value.  
 [2] Additional PGE Inspection delay (11/18/21) ROM calculated at same rate as documented in Cost D-2.



**Memorandum (11\_12\_2021)**

<b>TO:</b>	Eunejune Kim
<b>DATE:</b>	November 12 <sup>th</sup> , 2021
<b>RE:</b>	Kilroy Oyster Point Development (Phase IC) – Extended Escalation Costs

Based on the latest schedule update (attached October CPM to this memo), Teichert Construction is projecting a completion date of March 28<sup>th</sup>, 2022. At present, and incorporated in the previous ROPS requests, was a factor to cover escalation in the order of \$520,000 across the project. However, what was not incorporated at the time was an escalation claim / ROM from or for the primary wet utilities subcontract, Garney Construction. Subject to ongoing efforts to work toward a final account – the gap on the escalation coverage for this key subcontractor was identified. It is therefore, our recommendation that a forecast of an amount of \$115,000 be carried as coverage for this anticipated cost.

*(Handwritten red annotations: a circle around '\$115,000' and a box around 'Cost D-2')*

This value is reflected as a ROM currently, until such time as the formal pricing is received and reconciled following a formal submission from the GC.

To the extent possible, these costs will be reduced to the minimum exposure feasible.

Jarrod Ross  
 Director  
 Cumming Management Group, Inc.

Cc: Dennis Wong, Swinerton Management Consulting (City of SSF)

**Dennis Wong**

---

**From:** Lisa Romanoski  
**Sent:** Thursday, November 18, 2021 8:51 AM  
**To:** Eunejune Kim (Eunejune.Kim@ssf.net); Bockhaus, Dave; Hallare, Jason  
**Cc:** Dennis Wong; Maurice Kaufman  
**Subject:** KOPD: PGE  
**Attachments:** Electric Underground Inspection Log (F07) 31480039 - 20210813-18200576957.pdf

Good Morning SSF,

We received very bad news on PGE yesterday. They are pushing out work on the Oyster Point project because they claim the project isn't clear for construction, contrary to the fact that the attachment says "clear for construction." According to our project rep, Paul Bueb, the problem has been the inspector turnover throughout the project and the lack of detailed notes and inspection records on PGE's end. For that reason, they would like another final inspection.

This has the potential to push out the start of their work to January or February.

**Cost D-2a - Additional PGE Delay (11/18/21) - 2 months**

We recommend discussing this issue at this afternoon's SSF conference call with PGE.

Thanks,  
L

**Lisa Romanoski**

Senior Project Manager

**SWINERTON**

MANAGEMENT & CONSULTING

M 208.320.3068

E Lisa.Romanoski@swinerton.com

[swinertonmc.com](http://swinertonmc.com)

---

**From:** Jon Ewing <Jon.Ewing@cumming-group.com>  
**Sent:** Wednesday, November 17, 2021 3:30 PM  
**To:** Lisa Romanoski <Lisa.Romanoski@swinerton.com>; Dennis Wong <DWong@swinerton.com>; Maurice Kaufman <mauricek@wc-3.com>  
**Cc:** Ari Erfani <aerfani@cumming-group.com>  
**Subject:** PGE Update

All,

Following up our meeting this morning, below is a summary of recent conversations with PGE:

- PGE will not schedule the work until our job is clear for construction. As we know, our job was clear for construction in August (See attached), but due to the PGE inspector turnover and lack of project records, they are requiring another final inspection. This is the main obstacle preventing PGE from scheduling this work. I am working with Paul to schedule the final inspection now, with the hopes we have an inspection date from PGE in the next two weeks.

## TAB D Page 4 of 6

- The main constraint right now holding up getting this work scheduled is that PGE is requiring another final inspection. PGE needs to clear our job for construction Before Alvah can issue the clearances for this. The clearance period is 21 days, before they are able to start work.
- All that said, assuming two weeks to schedule another final inspection, and the 21 day clearance period (with holiday breaks), that puts us around the beginning of January being the soonest that Alvah can start work. If inspections continue to push, this will push out the start date for this work.
- Paul mentioned that it may take more than one inspection to get cleared for construction which is why his estimate was beginning of February. I am not sure if this can be escalated, but it seems abnormal that we would need to schedule another final inspection after already being cleared for construction. As noted, this could have a huge impact on our schedule.

Thank you,  
Jon

### JON EWING

Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



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**Pacific Gas and Electric Company**

Electric Underground Inspection Log (F07)

**Clear for Construction Yes  
Count of Fails - 0**

<b>Reference Number:</b>	20210813-18200576957
<b>Form Name:</b>	Electric Underground Inspection Log (F07)
<b>Submitter Name:</b>	Billy Elza (b1et@pge.com)   b1et@pge.com
<b>Submission Date:</b>	Aug 13, 2021 8:21:46 AM PDT
<b>Location:</b>	

## HEADER INFORMATION

### Project Information

Form TD-4462M-F07, Rev. 1  
 Publication Date: 04/21/2021  
 Effective Date: 07/21/2021

Please Select 'Other' if the PM # is not in the list

PM #	31480039
At Risk Facility?	No

## HEADER INFORMATION CONT

Select Applicable Sections

Clear For Construction/Final Walk Through

## CLEAR FOR CONSTRUCTION/FINAL WALK THROUGH

Clear For Construction	Yes
------------------------	-----

## NOTES/INSPECTION DETAILS

Clear for Construction	Yes
------------------------	-----

If any item is marked, "Fail," the item is rejected. You must call for re-inspection. Electric Service cannot be established until all items are inspected, approved, as built plans received, and final inspection is passed. A 48 hour (2 working days) notice required for all inspections.

Inspector LAN ID	B1et
Time Arrived	Aug 13, 2021 8:15:00 AM PDT
Time Departed	Aug 13, 2021 8:19:00 AM PDT
Inspection Hours	0

**Fail Counter**

0

## EMAIL NOTIFICATIONS

### Email Notifications

**Local Headquarters**

San Carlos

**Email**

sancarlosinspectionlogs@pge.com

**Job Owner Email**

pjbk@pge.com

**Email 1**

jherrera@sfe-inc.com

SUCCESSOR AGENCY TO FORMER RDA OF SOUTH SAN FRANCISCO  
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OB Submission January 2022

<b>TAB E</b>	Page		Cost	Agency	Developer
<b>Cost E-2</b>	2 of 24	General Contractor General Conditions and General Requirements - Extended Schedule 4 mo.	\$ 200,664 [1]	\$ 116,385	\$ 84,279
<b>Cost E-2a</b>	21 of 24	General Contractor General Conditions and General Requirements - Extended Schedule PGE Inspection 2 mo. (11/18/21)	\$ 100,332 [2]	\$ 58,193	\$ 42,139
		Total	\$ 300,996	\$ 174,578	\$ 126,418

[1] Reference previous Item E-1 in ROPS 21-22. This cost projection is for the additional delay period to March 2022. Cost allocation is based on Agency's share construction cost (20% share Strt & Util to Hub and 100% Strt & Util to Point; and Landscape exceeding Developer's \$9.53 M obligation), Agency's additional contract obligation proration (58%; 42% for Developer, rounded and for items outside of Strt & Util to Hub and Point, and Landscape), or based on the original project schedule of value.  
 [2] Additional PGE Inspection delay (11/18/21) ROM calculated at same rate as documented in Cost E-2.



Memorandum (11\_12\_2021)

<b>TO:</b>	Eunejune Kim
<b>DATE:</b>	November 12 <sup>th</sup> , 2021
<b>RE:</b>	Kilroy Oyster Point Development (Phase IC) – Extended Contractor GC’s

Based on the latest schedule update (attached October CPM to this memo), Teichert Construction is projecting a completion date of March 28<sup>th</sup>, 2022. At present, and incorporated in the previous ROPS requests, extended GC’s are captured through the end of February 2022. Therefore, based on the current CPM in hand, we have a budget deficit representing 1 months extended GC’s. This would account for the current schedule snapshot. However, given the ongoing PG&E delays on the project, as well as the full wet season ahead, it is expected that the schedule will be extended further, hence it is our recommendation that a forecast of 2 additional months of extended GC’s be captured in the current budget matrix.

Based on the attached RFC 132, this would calculate out as 2 months x \$100,332 = \$200,664. It is our intent to reduce the current General Conditions toward the end of the contract as we deem the manpower requiring reduction alongside site efforts. This value is reflected as a ROM, but will be reconciled following a formal submission from the GC.

Cost E-2

To the extent possible, these costs will be reduced to the minimum exposure feasible.

Jarrod Ross  
 Director  
 Cumming Management Group, Inc.

Cc: Dennis Wong, Swinerton Management Consulting (City of SSF)



*Pleasanton Office  
7060 Koll Center Parkway, Suite 330  
Pleasanton, CA 94566  
(925) 621-5700 Main  
(925) 621-5799 Fax*

October 26, 2021

Teichert Letter No. 37

Cumming Corporation/ Kilroy Realty  
Attention: Ari Erfani  
100 1<sup>st</sup> St. #150  
San Francisco, CA 94105

Reference: Oyster Point Development Phase IC, Phase ID and Phase IIC

Subject: CPM October Update Narrative Summary

As noted from last month, items are listed below that have potential to impact schedule.

- 1) Still waiting on this item from last couple month, rule 20. The HV cable install is done, and we are still waiting for PGE to install their pole so Hotline can finish installing cable up the pole. From this point, PGE can be scheduled, but the exact date is unknown currently.
- 2) Still waiting on this item from previous months. JT ATT – As we understand currently, ATT sounds like they are waiting for PGE to get done with their design, then they can schedule for construction.

The PGE switch over and the ATT schedule are two unknown variables that are driving the timeline for the decommissioning of OPD Blvd. The impact for PGE and ATT is unknown currently, however, we are all working on solutions to mitigate this delay. In the meantime, we have proceeded with all other JT activities that we can get installed. Rule 15 portion of the joint trench is complete and October 6<sup>th</sup> inspection went well, except for a few items. 1) PGE wanted two transformers rotated 90deg, RFI sent for this and waiting confirmation. 2) PGE wanted the meters for irrigation and streetlights installed as shown on the plans. However, this item was eliminated per RFI due to lack of a diagram. The drawings have since been revised by radius and resubmitted to PGE for approval. This is where this stand, assuming approval in December. 3) PGE wanted the new NEMA3 switchgear installed to finalize. This was not part of the original request. However, because the switchgear was supposed to be. Originally this was supposed to be a NEMA1. However, this had to get changed to a NEMA3 to accommodate other plans for the restroom, not in contract, we had to reorder for the NEMA3. This was supposed to be on site October 4<sup>th</sup>, however, the supplier sent us notice about COVID 19 delays that pushed his supply out to Dec 12 ship date. This will further delay this Rule 15 and getting permanent power.

As stated last month, per RFI 186, we are still unable to complete the Storm Drain installation in phase 4 due to conflicts with and existing electrical line. This line will not be removed until PGE is scheduled for their R20 work.

Not being able to get permanent power has affected multiple aspects of this project. We are not able to power up streetlights, irrigation controllers, and Traffic signals. Instead, we are forced to use temp power, that is also affecting the west portion of phase 4 completion and only have that system for the streetlights. These items not being put on permanent power has an extra cost such as watering landscape items, we are not able to power up irrigation controllers, which prevents installation of plants. So, we have to hand water. This is having a compounding affect with cost from us and our sub.

Regarding our work in Phase 3, we are still awaiting approval to the quote for redesign of this area provided months ago for the 2ea 2hp pumps around the old vac station. As of October 24<sup>th</sup>, we experienced our first big rain event and once again flooded the vac station.

Stage 2 phase 2 is our critical path and now directly tied to the completion of the Restrooms. The east and west restrooms in the marina have been continually pushed out. To dates indicated on the CPM November 19 and 29 respectively. Also, because the grade delta from there surveys and ours, we will need a redesign for grades to match up. RFI has been written on this.

One main factor is due to the.

Additional factors pushing out schedule due to opening bay trail early.

- Split domestic and fire line install for what was installed under bay trail and outside bay trail.
- Pave base lift only and provide temp striping and signage in parking lot and open parkinglot early to accommodate residents to have access to the docks. We will have to remobe, clean and pay for crew to pave again.
- Resequenced most operations, pushing items out due to inoperable access, and shifting of activities. This has pushed around a lot of our activities out of sequence and caused inefficiencies, rework, and accelerated premium time. As a note however, we were able to complete this and open the bay trail on October 25<sup>th</sup>

Additional factors pushing out work around the beach restroom

- RFI 252 Grade deltas, needing to get redesign for grades for the wood deck

This month, due to the shift in critical path caused by the resequencing of activities towards the bay trail, and HD restrooms being pushed, there has been a huge add in time to the schedule pushing the end date back to March 28, 2022 from February 11th, 2022. However, we are still looking for opportunity to improve schedule and reduce timeline. Even though the above mentioned is pushing the project schedule, the real delay is still PGE as it is still undetermined.

There were multiple changes in the Crescent beach area, stage 2, and phase 3 as well as phase 4.

Rain didn't impact us during this period. September 20<sup>th</sup> to October 20th

If you have any further questions or concerns regarding this, please call me at 925-750-1792.

Regards,

*John Bridges*

Project Manager  
Teichert Construction

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2021												2022											
						O	O	O	N	N	N	N	N	D	D	D	D	J	J	J	J	J	F	F	F	F	M	M	M
<b>Oyster Point -Revised CPM - October CPM Update 2021</b>																													
Summary.1000	Notice to Proceed	0.0	19-Mar-18 A																										
Summary.1005	Notice to Proceed for Landscaping Package	1.0	01-Jul-19 A	01-Jul-19 A																									
Summary.1010	Project Summary (Duration shown in Working Days)	1017.8	13-Mar-18 A	28-Mar-22	0.0																								
<b>Milestones</b>																													
<b>Milestone #1</b>																													
MileStone.1	Phase ID Pad Area Completion (Title 27)) Erosion Protection-1'	0.0		26-Apr-19 A																									
<b>Phase 2D Area Ready</b>																													
MileStone.2D	Phase 2D Area Ready	0.0		21-Jan-22*	-286.9																								
<b>Decomission Oyster Point Blvd</b>																													
A1120	Oyster Point Blvd Ready for Decomision	0.0		21-Jan-22	-286.9																								
<b>Close Oyster point Blvd and Switch Over to New Road</b>																													
MileStone.Dec	Close Oyster point Blvd and Switch Over to New Road	0.0		10-Feb-21 A																									
<b>Project Completion Without Landscaping Package</b>																													
MileSonte.PC	Stage 2 Project Complete without Landscaping	0.0		17-Feb-22*	-119.8																								
<b>Adverse Weather</b>																													
A1000	Contract Adverse Weather Days	10.0	14-Mar-22	28-Mar-22	-101.8																								
<b>Project Completion</b>																													
MileSonte.PC10	Project Completion	0.0		28-Mar-22*	-101.8																								
<b>Design, Submittals, Review, Procurement</b>																													
<b>Permitting and Design</b>																													
Des.1000	Landfill Relocation Grading Permit and Haul Route Plan	1.0	19-Mar-18 A	18-Jul-18 A																									
Des.1010	Complete Water System Design	52.0	19-Mar-18 A	04-Sep-18 A																									
Des.4000	Tree Removal Permit	1.0	27-Mar-18 A	27-Mar-18 A																									
Des.4010	Building Demo Permits (BY OTHERS)	1.0	17-Apr-18 A	17-Apr-18 A																									
Des.4020	BCDC Permit	1.0	19-Mar-18 A	19-Mar-18 A																									
Des.4030	Encroachment Permit with the City of South San Francisco	1.0	19-Mar-18 A	19-Apr-18 A																									
Des.4040	Construction General Permit: SWPPP & NPDES	1.0	21-Mar-18 A	21-Mar-18 A																									
Des.4050	Building Permit for Generators (Temporary Power)	1.0	05-Apr-18 A	31-May-18 A																									
<b>Submittals</b>																													
Subm.3090	Submit SWPPP	1.0	19-Mar-18 A	19-Mar-18 A																									
Subm.4000	Submit Water System Materials	29.0	06-Sep-18 A	06-Sep-18 A																									
Subm.4010	Submit Sewer System Materials	10.0	19-Mar-18 A	19-Mar-18 A																									
Subm.4020	Submit Storm Drain Materials	10.0	13-Mar-18 A	13-Mar-18 A																									
Subm.4030	Submit Street Lights	10.0	28-Jun-18 A	28-Jun-18 A																									
Subm.4035	Submit Parkinglot lights	1.0	28-Jun-19 A	28-Jun-19 A																									
Subm.4040	Submit Traffic Signal Materials	10.0	28-Jun-18 A	28-Jun-18 A																									
Subm.4050	Submit Geofoam Materials	10.0	22-Mar-18 A	22-Mar-18 A																									
Subm.4070	Submit Clay Cap Source (Existing Clay)	10.0	19-Mar-18 A	19-Mar-18 A																									
Subm.4075	Submit Clay Cap Source (Import)	10.0	25-May-18 A	30-Aug-18 A																									
Subm.4080	Submit Design and Materials of Bentonite Wall	10.0	12-Jul-18 A	12-Jul-18 A																									
Subm.4090	Submit Bioretention Materials: Pipe, Liner, Soil, etc	10.0	05-Jun-18 A	05-Jun-18 A																									
Subm.4100	Submit Class 2 Aggregate Base	10.0	22-Mar-18 A	22-Mar-18 A																									
Subm.4110	Submit Concrete Mix Designs: Minor Concrete	10.0	18-Jun-18 A	18-Jun-18 A																									
Subm.4120	Submit Joint Trench Materials: Conduits, Vaults, etc	10.0	06-Jun-18 A	06-Jun-18 A																									
Subm.4130	Submit Asphalt Concrete Mix Design	10.0	13-Apr-18 A	13-Apr-18 A																									
Subm.4140	Submit Striping and Signage Roadway	10.0	16-Apr-18 A	16-Apr-18 A																									

◆ Milestone   
 ▬ Critical Remaining Work   
 ▬ Remaining Level of Effort   
 ▨ WBS Summary  
▬ Remaining Work   
 ▬ Actual Work   
 ▬ Actual Level of Effort

































Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2021												2022													
						O	O	O	N	N	N	N	N	D	D	D	D	J	J	J	J	J	F	F	F	F	M	M	M	M	A
Stg2.Dock.3000	Install Pier Ramps and Stairs	3.0	22-Feb-21 A	24-Feb-21 A																											
Stg2.Dock.3010	Add Temp Pathway and Pave	1.0	25-Feb-21 A	25-Feb-21 A																											
<b>Landscaping</b>																															
Stg1.3.Grade.1210	Install Landscaping Soil	3.0	11-Oct-21 A	13-Oct-21 A																											
Stg1.3.Grade.1220	Install Landscaping Irrigation	5.0	14-Oct-21 A	20-Oct-21	-29.0																										
Stg1.3.Grade.1230	Install Plants	5.0	12-Nov-21	18-Nov-21	-45.0																										
<b>Stage 2 Phase 2</b>																															
Stg2.Clear.0900	Pass out Notices	24.0	21-Dec-20 A	26-Jan-21 A																											
Stg2.Clear.0910	Pass out Notices for Closing Existing Parkinglot and open Temp Parking	20.0	25-Jan-21 A	22-Feb-21 A																											
Stg2.Clear.1000	Install VIP Mobile Restroom	1.0	26-Feb-21 A	26-Feb-21 A																											
Stg2.Clear.1010	Close existing Parking and switch to Temp Parkinglot	1.0	01-Mar-21 A	01-Mar-21 A																											
Stg2.Clear.1020	Site Prep, Fencing	3.0	01-Mar-21 A	03-Mar-21 A																											
Stg2.Clear.2000	Pulverize Remaining Existing Temp Road & Parking Lot	5.0	04-Mar-21 A	10-Mar-21 A																											
Stg2.Clear.2010	Safe off, Demo and Remove Existing Bathroom	3.0	11-Mar-21 A	15-Mar-21 A																											
Stg2.Clear.2040	Excavate Clay Cap Deficient Areas	2.0	16-Mar-21 A	17-Mar-21 A																											
Stg2.Clear.2045	Remove Fire Hydrants	2.0	18-Mar-21 A	19-Mar-21 A																											
Stg2.Clear.2050	Place Clay for Deficient Areas	3.0	23-Mar-21 A	25-Mar-21 A																											
Stg2.Clear.2060	Backfill Deficient Areas	1.0	26-Mar-21 A	26-Mar-21 A																											
<b>Grading</b>																															
Stg2.Grade.2000	Excavate and make Subgrade for Cellcrete	24.8	18-Mar-21 A	21-Apr-21 A																											
Stg2.Grade.2010	Fill and Neatcut Chokers for Cellcrete	22.0	23-Mar-21 A	21-Apr-21 A																											
Stg2.Grade.2020	Place and fill Cellcrete	35.0	30-Mar-21 A	17-May-21 A																											
Stg2.Grade.2030	Place 2 foot fill for Settlement period	1.0	14-May-21 A	14-May-21 A																											
Stg2.Grade.2035	Remove Abandon Water Line at Clay Cap area	1.0	06-Apr-21 A	08-Apr-21 A																											
Stg2.Grade.2040	Settlemet Period	20.0	17-May-21 A	14-Jun-21 A																											
Stg2.Grade.2050	Remove Settlement period	8.0	14-Jul-21 A	23-Jul-21 A																											
Stg2.Grade.2060	Place Clay cap in Deficient Area	2.0	09-Apr-21 A	10-Apr-21 A																											
Stg2.Grade.2070	Place Cell Crete	2.0	12-Apr-21 A	14-Apr-21 A																											
Stg2.Grade.2080	Place 2foot of Cover Soil	1.0	15-Apr-21 A	23-Apr-21 A																											
Stg2.Grade.2090	Plus 30 day settlement period	22.0	23-Apr-21 A	21-May-21 A																											
Stg2.Grade.2093	Area Ready for Install of Permanent Restrooms #1 - East	0.0	14-Jul-21 A																												
Stg2.Grade.2095	New Restroom #1 East - Utilities	3.0	14-Jul-21 A	19-Jul-21 A																											
Stg2.Grade.2097	New Restroom #1 - Foundation and Walls-Area Ready for Teichert	45.0	19-Jul-21 A	19-Nov-21	-119.8																										
Stg2.Grade.2110	Area Ready for Install of Permanent Restrooms #2 West	0.0	19-Jul-21 A																												
Stg2.Grade.2120	New Restroom #2 West - Utilities	6.0	19-Jul-21 A	27-Jul-21 A																											
Stg2.Grade.2130	New Restroom #2 West - Foundation and Walls-Area Ready for Teiche	45.0	27-Jul-21 A	29-Nov-21	77.0																										
<b>Ramps walkways and Stairs</b>																															
Stg2.Dock.3040	Install Footings for Walkway Ramps	17.0	26-Jul-21 A	17-Aug-21 A																											
Stg2.Dock.3050	Install Pier Ramps and Stairs	2.0	29-Sep-21 A	30-Sep-21 A																											
<b>Storm Drain System -Stage 2</b>																															
Stg2.Strm.2010	Install SD Pipe -Stage 2	5.0	17-May-21 A	21-May-21 A																											
Stg2.Strm.2020	Install Inlets and Manholes -Stage 2	4.0	24-May-21 A	27-May-21 A																											
Stg2.Strm.2030	Storm Drain Tie-Ins	7.0	28-May-21 A	08-Jun-21 A																											
<b>Sewer System -Stage 2</b>																															
Stg2.Swr.2000	Install Sewer Force Main	3.0	09-Jun-21 A	11-Jun-21 A																											
Stg2.Swr.2010	Install Sewer Laterals	5.0	14-Jun-21 A	18-Jun-21 A																											
<b>Water System -Stage 2</b>																															
Stg2.Wtr.2005	New Fire Service Design	35.0	21-Jun-21 A	09-Aug-21 A																											

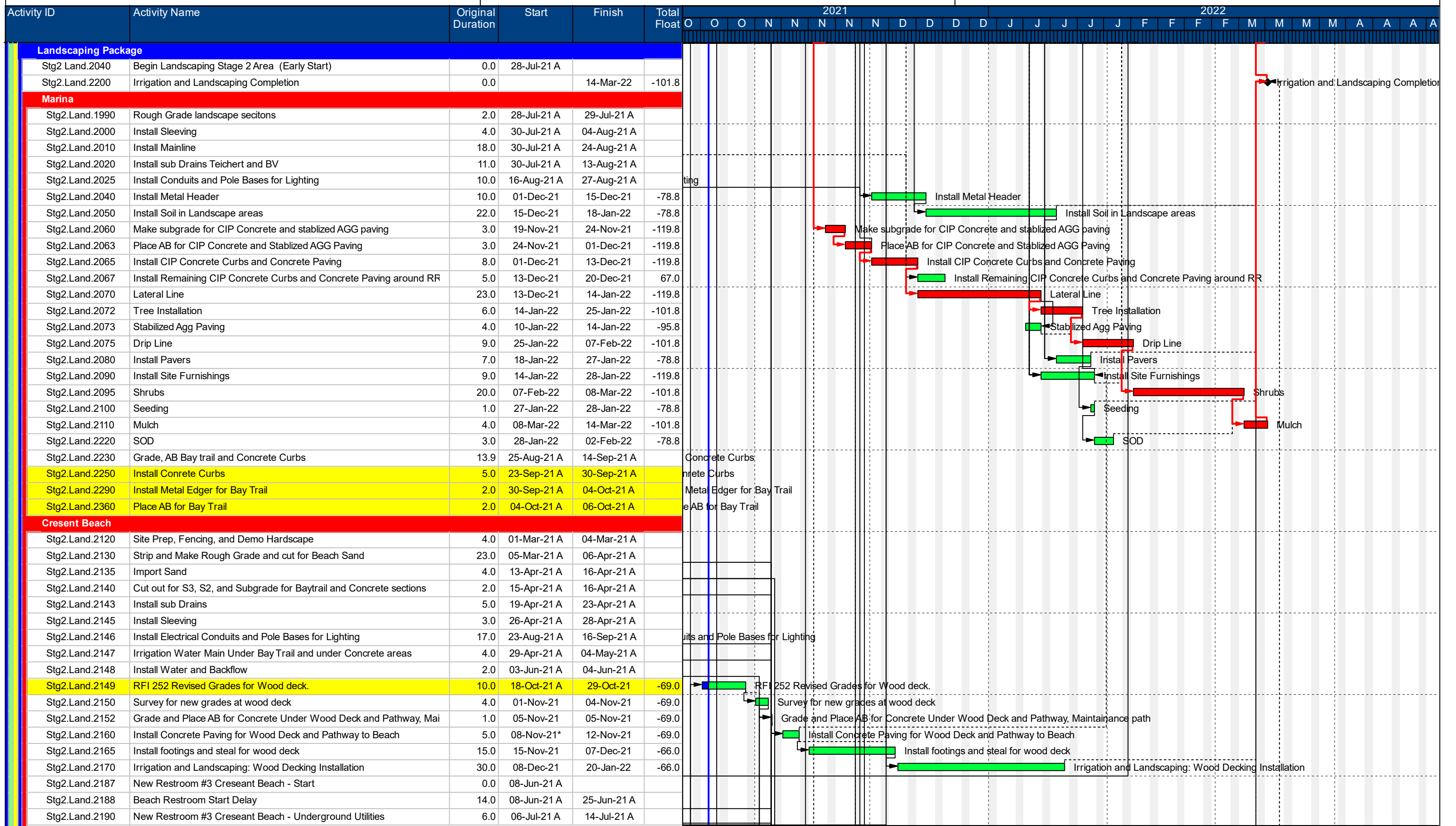
◆ Milestone ▬ Critical Remaining Work ▬ Remaining Level of Effort ▨ WBS Summary  
▬ Remaining Work ▬ Actual Work ▬ Actual Level of Effort



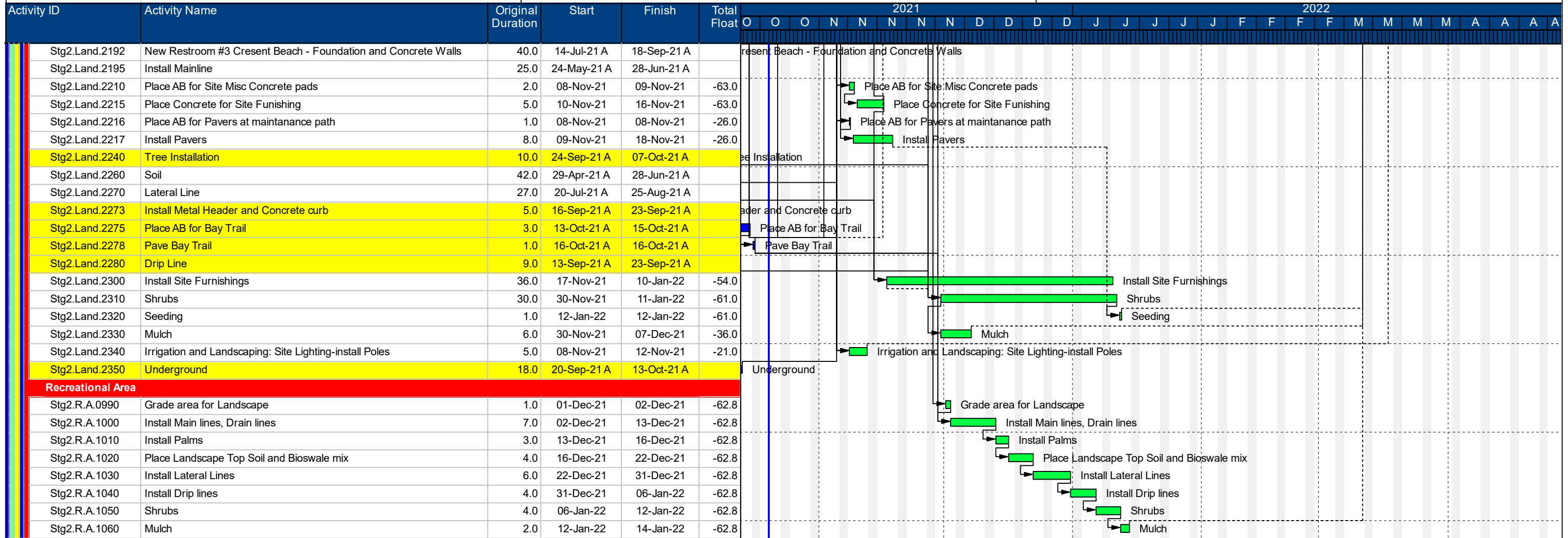
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2021												2022												
						O	O	O	N	N	N	N	N	D	D	D	D	J	J	J	J	J	F	F	F	F	M	M	M	M
Stg2.Wtr.2010	Install Water Main under Bay Trail	14.0	23-Sep-21 A	12-Oct-21 A																										
Stg2.Wtr.2015	Install Water Main outside of Bay trail	5.0	18-Oct-21 A	22-Oct-21	-108.0																									
Stg2.Wtr.2017	Massive Rain Event and wet conditions	3.0	25-Oct-21	27-Oct-21	-108.0																									
Stg2.Wtr.2018	Continue with Domestic and Fireline outside of bay trail	3.0	28-Oct-21	01-Nov-21	-61.0																									
Stg2.Wtr.2020	Install Valves and Tees	3.0	13-Oct-21 A	15-Oct-21 A																										
Stg2.Wtr.2030	Stage 2 Water Testing and Tie-Ins	8.0	02-Nov-21	11-Nov-21	-61.0																									
Stg2.Wtr.2040	Install New Fire Service Design under Bay Trail	14.0	23-Sep-21 A	12-Oct-21 A																										
Stg2.Wtr.2050	Install Fire Service outside of Bay trail	5.0	18-Oct-21 A	22-Oct-21	-108.0																									
Stg2.Wtr.2060	Install remaining Fire Service outside of Bay Trail	5.0	28-Oct-21	03-Nov-21	-108.0																									
<b>Joint Trench, Electrical, Irrigation and Landscaping Underground -Stage 2</b>																														
Stg2.Elect.2000	Install Joint Trench system	14.0	06-Jul-21 A	23-Jul-21 A																										
Stg2.Elect.2010	Install Joint Trench Wire	14.0	26-Jul-21 A	12-Aug-21 A																										
Stg2.Elect.2015	JT to SwitchGear Layout redesign and confirmation - RFI 220 and 224	11.0	13-Aug-21 A	27-Aug-21 A																										
Stg2.Elect.2016	Redesigned Switchgear procurment and Install for NEMA 3	25.0	30-Aug-21 A	22-Dec-21	-286.9																									
Stg2.Elect.2020	Install Street Light Underground Conduits	20.0	16-Aug-21 A	13-Sep-21 A																										
Stg2.Elect.2060	Install Remaining Irrigation and Landscaping Sleeves	11.0	30-Jul-21 A	13-Aug-21 A																										
Stg2.Elect.2070	final Inspections for PGE Rule 15	5.0	23-Dec-21	30-Dec-21	-286.9																									
Stg2.Elect.2080	PGE schedule to switch over duration unknown	11.9	31-Dec-21	18-Jan-22	-286.9																									
Stg2.Elect.2090	PGE switch over and Tie in	2.0	18-Jan-22	20-Jan-22	-286.9																									
<b>Parking Lot Construction</b>																														
Stg2.Road.2000	Balance Underground Spoils -Stage 2	2.0	26-Jul-21 A	27-Jul-21 A																										
Stg2.Road.2010	Rough Grade Parking Lot	2.0	28-Jul-21 A	29-Jul-21 A																										
Stg2.Road.2015	Install subdrains throught parking area	12.5	30-Jul-21 A	17-Aug-21 A																										
Stg2.Road.2019	Delay Sump Pump install	24.0	30-Jul-21 A	01-Sep-21 A																										
Stg2.Road.2020	ADD - Install Sump Pump for restrooms	18.0	11-Oct-21 A	03-Nov-21	-62.0																									
Stg2.Road.2030	Finish SG, Place and Compact Aggregate Base -Stage 2	8.0	17-Aug-21 A	27-Aug-21 A																										
Stg2.Road.2040	Finish Aggregate Base for Concrete -Stage 2	1.0	27-Aug-21 A	30-Aug-21 A																										
Stg2.Road.2050	ADD - Install New Guard Booth	1.0	17-Aug-21 A	18-Aug-21 A																										
Stg2.Road.2060	Construct Concrete Curbs, Gutters, Sidewalk	8.9	30-Aug-21 A	13-Sep-21 A																										
Stg2.Road.2061	Base lift Parkinglot	1.0	18-Sep-21 A	18-Sep-21 A																										
Stg2.Road.2062	City approval for Baytrail opening	5.0	18-Oct-21 A	22-Oct-21	-55.0																									
Stg2.Road.2063	Open Bay Trail and Reroute Pedestrians to new parking lot	1.0	25-Oct-21	25-Oct-21	-55.0																									
Stg2.Road.2070	Excavate and Grade for Bio-Retention with Side Slopes	4.0	14-Sep-21 A	20-Sep-21 A																										
Stg2.Road.2080	Place Bio-Retention Soil	10.0	20-Sep-21 A	04-Oct-21 A																										
Stg2.Road.2090	Finish Grade Landscape Areas	4.0	04-Oct-21 A	08-Oct-21 A																										
Stg2.Road.2092	Install Irrigation and plants	10.0	08-Oct-21 A	22-Oct-21	-46.5																									
Stg2.Road.2095	Install Plants - split from activity 2092	10.0	12-Nov-21	29-Nov-21	-61.0																									
Stg2.Road.2100	Finish Aggregate Base for Paving	4.6	13-Sep-21 A	17-Sep-21 A																										
Stg2.Road.2110	Place final lift of HMA Paving -Parking Lot	2.0	28-Jan-22	01-Feb-22	-119.8																									
Stg2.Road.2114	Raise Iron -Parking Lot	7.0	01-Feb-22	10-Feb-22	-119.8																									
Stg2.Road.2120	Install Striping and Signage -Parking Lot	5.0	10-Feb-22	17-Feb-22	-119.8																									
Stg2.Road.2130	Place Base lift for Parking Lot	1.0	20-Sep-21 A	20-Sep-21 A																										
Stg2.Road.5000	Stage 2 Completion	0.0		17-Feb-22	-119.8																									
<b>Parking Lot Lighting</b>																														
Stg2.Elect.2030	Construct Street Light Pole Foundations	16.9	07-Sep-21 A	30-Sep-21 A																										
Stg2.Elect.2035	Shipping - Covid delays	26.6	30-Sep-21 A	05-Nov-21	-70.0																									
Stg2.Elect.2040	Install Street Light Poles	10.0	08-Nov-21	19-Nov-21	-70.0																									
Stg2.Elect.2050	Pull Wire, Energize and Test Street Lights	10.0	22-Nov-21	07-Dec-21	-70.0																									

◆ Milestone      ◆ Critical Remaining Work      ■ Remaining Level of Effort      ▨ WBS Summary  
 ■ Remaining Work      ■ Actual Work      ■ Actual Level of Effort









◆ Milestone     ■ Critical Remaining Work     ▬ Remaining Level of Effort     ▨ WBS Summary  
 ■ Remaining Work     ■ Actual Work     ▬ Actual Level of Effort



**Dennis Wong**

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**From:** Lisa Romanoski  
**Sent:** Thursday, November 18, 2021 8:51 AM  
**To:** Eunejune Kim (Eunejune.Kim@ssf.net); Bockhaus, Dave; Hallare, Jason  
**Cc:** Dennis Wong; Maurice Kaufman  
**Subject:** KOPD: PGE  
**Attachments:** Electric Underground Inspection Log (F07) 31480039 - 20210813-18200576957.pdf

Good Morning SSF,

We received very bad news on PGE yesterday. They are pushing out work on the Oyster Point project because they claim the project isn't clear for construction, contrary to the fact that the attachment says "clear for construction." According to our project rep, Paul Bueb, the problem has been the inspector turnover throughout the project and the lack of detailed notes and inspection records on PGE's end. For that reason, they would like another final inspection.

This has the potential to push out the start of their work to January or February.

Cost E-2a - Additional PGE  
Delay - 2 months

We recommend discussing this issue at this afternoon's SSF conference call with PGE.

Thanks,  
L

**Lisa Romanoski**

Senior Project Manager

**SWINERTON**

MANAGEMENT & CONSULTING

M 208.320.3068

E Lisa.Romanoski@swinerton.com

[swinertonmc.com](http://swinertonmc.com)

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**From:** Jon Ewing <Jon.Ewing@cumming-group.com>  
**Sent:** Wednesday, November 17, 2021 3:30 PM  
**To:** Lisa Romanoski <Lisa.Romanoski@swinerton.com>; Dennis Wong <DWong@swinerton.com>; Maurice Kaufman <mauricek@wc-3.com>  
**Cc:** Ari Erfani <aerfani@cumming-group.com>  
**Subject:** PGE Update

All,

Following up our meeting this morning, below is a summary of recent conversations with PGE:

- PGE will not schedule the work until our job is clear for construction. As we know, our job was clear for construction in August (See attached), but due to the PGE inspector turnover and lack of project records, they are requiring another final inspection. This is the main obstacle preventing PGE from scheduling this work. I am working with Paul to schedule the final inspection now, with the hopes we have an inspection date from PGE in the next two weeks.

## TAB E Page 22 of 24

- The main constraint right now holding up getting this work scheduled is that PGE is requiring another final inspection. PGE needs to clear our job for construction Before Alvah can issue the clearances for this. The clearance period is 21 days, before they are able to start work.
- All that said, assuming two weeks to schedule another final inspection, and the 21 day clearance period (with holiday breaks), that puts us around the beginning of January being the soonest that Alvah can start work. If inspections continue to push, this will push out the start date for this work.
- Paul mentioned that it may take more than one inspection to get cleared for construction which is why his estimate was beginning of February. I am not sure if this can be escalated, but it seems abnormal that we would need to schedule another final inspection after already being cleared for construction. As noted, this could have a huge impact on our schedule.

Thank you,  
Jon

### JON EWING

Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



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<b>Reference Number:</b>	20210813-18200576957
<b>Form Name:</b>	Electric Underground Inspection Log (F07)
<b>Submitter Name:</b>	Billy Elza (b1et@pge.com)   b1et@pge.com
<b>Submission Date:</b>	Aug 13, 2021 8:21:46 AM PDT
<b>Location:</b>	

## HEADER INFORMATION

### Project Information

Form TD-4462M-F07, Rev. 1  
 Publication Date: 04/21/2021  
 Effective Date: 07/21/2021

Please Select 'Other' if the PM # is not in the list

PM #	31480039
At Risk Facility?	No

## HEADER INFORMATION CONT

Select Applicable Sections

Clear For Construction/Final Walk Through

## CLEAR FOR CONSTRUCTION/FINAL WALK THROUGH

Clear For Construction	Yes
------------------------	-----

## NOTES/INSPECTION DETAILS

Clear for Construction	Yes
------------------------	-----

If any item is marked, "Fail," the item is rejected. You must call for re-inspection. Electric Service cannot be established until all items are inspected, approved, as built plans received, and final inspection is passed. A 48 hour (2 working days) notice required for all inspections.

Inspector LAN ID	B1et
Time Arrived	Aug 13, 2021 8:15:00 AM PDT
Time Departed	Aug 13, 2021 8:19:00 AM PDT
Inspection Hours	0

**Fail Counter**

0

## EMAIL NOTIFICATIONS

### Email Notifications

**Local Headquarters**

San Carlos

**Email**

sancarlosinspectionlogs@pge.com

**Job Owner Email**

pjbk@pge.com

**Email 1**

jherrera@sfe-inc.com

SUCCESSOR AGENCY TO FORMER RDA OF SOUTH SAN FRANCISCO  
 ROPS 22-23 Item 12

11/18/2021

OB Submission January 2022

<b>TAB F</b>	Page		Cost	Agency	Developer
<b>Cost F-4</b>	2 of 17	Stormwater Pollution Protection - Extended Schedule for work in winter season 4 mo.	\$ 250,000 [1]	\$ 145,000	\$ 105,000
<b>Cost F-4a</b>	14 of 17	Stormwater Pollution Protection - Extended Schedule for work in winter season -Additional PGE Inspection 2 mo. delay (11/18/21)	\$ 125,000 [2]	\$ 72,500	\$ 52,500
Total			\$ 375,000	\$ 217,500	\$ 157,500

[1] Reference previous Item F-3 in ROPS 21-22. This cost projection is for the additional delay period to March 2022. Cost allocation is based on Agency's share construction cost (20% share Strt & Util to Hub and 100% Strt & Util to Point; and Landscape exceeding Developer's \$9.53 M obligation), Agency's additional contract obligation proration (58%; 42% for Developer, rounded and for items outside of Strt & Util to Hub and Point, and Landscape), or based on the original project schedule of value.

[2] Additional PGE Inspection delay (11/18/21) ROM calculated at same rate as documented in Cost F-4.





**Memorandum (11\_12\_2021)**

<b>TO:</b>	Eunejune Kim
<b>DATE:</b>	November 12 <sup>th</sup> , 2021
<b>RE:</b>	Kilroy Oyster Point Development (Phase IC) – Add'l SWPPP / Winterization Costs

Based on the latest schedule update (attached October CPM to this memo), Teichert Construction is projecting a completion date of March 28<sup>th</sup>, 2022. At present, the project has experienced significant rainfall and weather delays, beginning in October 2021, resulting in a requirement for additional project site SWPPP and winterization. Historically, site SWPPP and winterization management has ranged between \$40,000 - \$75,000 / month, dependent on rainfall and site management. Below is an extract from a previously approved RFC from the contractor for site dewatering / SWPPP management:

**Bid Proposal Breakdown**

Bid Item	Description	Quantity	Unit	Rate	Total	Bid Total	Markup	Bid Total + Markup
<b>723</b>	<b>Dewatering</b>					\$ 215,871	9.10%	\$ 235,509.08
	<b>Dewatering Materials</b>				\$ 93,524.89		\$ 19,637.95	
	4" PVC Pipe @ 109.25% *	2,404	lf	\$ 2.54	\$ 6,104.89			
	Tank Removal Sub	2	ea	\$ 3,750.00	\$ 7,500.00			
	Dewatering Sub (WSA)	6	mo	\$ 13,320.00	\$ 79,920.00			
	<b>Miscellaneous Dewatering</b>				\$ 122,346.24			
	Skip Loader	384	hr	\$ 34.17	\$ 13,121.28			
	Pickup	384	hr	\$ 24.98	\$ 9,592.32			
	6" Trash Pump	384	hr	\$ 22.46	\$ 8,624.64			
	General Laborer	384	hr	\$ 62.00	\$ 23,808.00			
	OE Foreman	384	hr	\$ 90.00	\$ 34,560.00			
	OE Skip Loader	384	hr	\$ 85.00	\$ 32,640.00			
<b>724</b>	<b>4" SCH 40 PVC Pipe Installation</b>					\$ 8,842	8.97%	\$ 9,636.00
	<b>4" SCH 40 PVC Pipe Installation</b>				\$ 8,842.40		\$ 793.60	
	Skip Loader	16	hr	\$ 34.17	\$ 546.72			
	Pickup	16	hr	\$ 32.48	\$ 519.68			
	Dump Fees	1	ls	\$ 2,000.00	\$ 2,000.00			
	Laborer General	48	mh	\$ 62.00	\$ 2,976.00			
	OE Foreman	16	mh	\$ 90.00	\$ 1,440.00			
	OE Skip Loader	16	mh	\$ 85.00	\$ 1,360.00			
<b>40000</b>	<b>Mobilization</b>					\$ 4,000	9.10%	\$ 4,363.88
	<b>Mobilization</b>				\$ 4,000.00		\$ 363.88	
	Mobilization	2	ea	2000	\$ 4,000.00			
	<b>Bid Total</b>					\$ 249,508.96		
	+ 2					\$ 124,754.48		
	CCIP 4.89%					\$ 6,100.49		
	<b>Total</b>					\$ 130,854.97		

Cost F-4 \$250,000 ROM

\*2,200lf in backup plus 9.25% for waste

This RFC was argued and agreed to be a cost share at the time, as inclement weather should have been foreseen by the GC over the winter period. However, the current contract extensions are not due to any error on the GC's part, so it would be argued the full 6-month ROM costs would be due to the GC. This 6-



month period is to cover a period from October 2021 – March 2022, in alignment with the current October CPM schedule.

This value is reflected as a ROM currently, until such time as the formal pricing, based on a time and materials basis, is received and reconciled from the GC.

To the extent possible, these costs will be reduced to the minimum exposure feasible.

A handwritten signature in black ink, appearing to read "Jarrod Ross", is written over a faint, light-colored rectangular stamp or watermark.

Jarrod Ross  
Director  
Cumming Management Group, Inc.

Cc: Dennis Wong, Swinerton Management Consulting (City of SSF)



*Pleasanton Office  
7060 Koll Center Parkway, Suite 330  
Pleasanton, CA 94566  
(925) 621-5700 Main  
(925) 621-5799 Fax*

October 26, 2021

Teichert Letter No. 37

Cumming Corporation/ Kilroy Realty  
Attention: Ari Erfani  
100 1<sup>st</sup> St. #150  
San Francisco, CA 94105

Reference: Oyster Point Development Phase IC, Phase ID and Phase IIC

Subject: CPM October Update Narrative Summary

As noted from last month, items are listed below that have potential to impact schedule.

- 1) Still waiting on this item from last couple month, rule 20. The HV cable install is done, and we are still waiting for PGE to install their pole so Hotline can finish installing cable up the pole. From this point, PGE can be scheduled, but the exact date is unknown currently.
- 2) Still waiting on this item from previous months. JT ATT – As we understand currently, ATT sounds like they are waiting for PGE to get done with their design, then they can schedule for construction.

The PGE switch over and the ATT schedule are two unknown variables that are driving the timeline for the decommissioning of OPD Blvd. The impact for PGE and ATT is unknown currently, however, we are all working on solutions to mitigate this delay. In the meantime, we have proceeded with all other JT activities that we can get installed. Rule 15 portion of the joint trench is complete and October 6<sup>th</sup> inspection went well, except for a few items. 1) PGE wanted two transformers rotated 90deg, RFI sent for this and waiting confirmation. 2) PGE wanted the meters for irrigation and streetlights installed as shown on the plans. However, this item was eliminated per RFI due to lack of a diagram. The drawings have since been revised by radius and resubmitted to PGE for approval. This is where this stand, assuming approval in December. 3) PGE wanted the new NEMA3 switchgear installed to finalize. This was not part of the original request. However, because the switchgear was supposed to be. Originally this was supposed to be a NEMA1. However, this had to get changed to a NEMA3 to accommodate other plans for the restroom, not in contract, we had to reorder for the NEMA3. This was supposed to be on site October 4<sup>th</sup>, however, the supplier sent us notice about COVID 19 delays that pushed his supply out to Dec 12 ship date. This will further delay this Rule 15 and getting permanent power.

As stated last month, per RFI 186, we are still unable to complete the Storm Drain installation in phase 4 due to conflicts with and existing electrical line. This line will not be removed until PGE is scheduled for their R20 work.

Not being able to get permanent power has affected multiple aspects of this project. We are not able to power up streetlights, irrigation controllers, and Traffic signals. Instead, we are forced to use temp power, that is also affecting the west portion of phase 4 completion and only have that system for the streetlights. These items not being put on permanent power has an extra cost such as watering landscape items, we are not able to power up irrigation controllers, which prevents installation of plants. So, we have to hand water. This is having a compounding affect with cost from us and our sub.

Regarding our work in Phase 3, we are still awaiting approval to the quote for redesign of this area provided months ago for the 2ea 2hp pumps around the old vac station. As of October 24<sup>th</sup>, we experienced our first big rain event and once again flooded the vac station.

Stage 2 phase 2 is our critical path and now directly tied to the completion of the Restrooms. The east and west restrooms in the marina have been continually pushed out. To dates indicated on the CPM November 19 and 29 respectively. Also, because the grade delta from there surveys and ours, we will need a redesign for grades to match up. RFI has been written on this.

One main factor is due to the.

Additional factors pushing out schedule due to opening bay trail early.

- Split domestic and fire line install for what was installed under bay trail and outside bay trail.
- Pave base lift only and provide temp striping and signage in parking lot and open parkinglot early to accommodate residents to have access to the docks. We will have to remobe, clean and pay for crew to pave again.
- Resequenced most operations, pushing items out due to inoperable access, and shifting of activities. This has pushed around a lot of our activities out of sequence and caused inefficiencies, rework, and accelerated premium time. As a note however, we were able to complete this and open the bay trail on October 25<sup>th</sup>

Additional factors pushing out work around the beach restroom

- RFI 252 Grade deltas, needing to get redesign for grades for the wood deck

This month, due to the shift in critical path caused by the resequencing of activities towards the bay trail, and HD restrooms being pushed, there has been a huge add in time to the schedule pushing the end date back to March 28, 2022 from February 11th, 2022. However, we are still looking for opportunity to improve schedule and reduce timeline. Even though the above mentioned is pushing the project schedule, the real delay is still PGE as it is still undetermined.

There were multiple changes in the Crescent beach area, stage 2, and phase 3 as well as phase 4.

Rain didn't impact us during this period. September 20<sup>th</sup> to October 20<sup>th</sup>

If you have any further questions or concerns regarding this, please call me at 925-750-1792.

Regards,

*John Bridges*

Project Manager  
Teichert Construction

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2021																												2022											
						Oct 11	Oct 18	Oct 25	Nov 01	Nov 08	Nov 15	Nov 22	Nov 29	Dec 06	Dec 13	Dec 20	Dec 27	Jan 03	Jan 10	Jan 17	Jan 24	Jan 31	Feb 07	Feb 14	Feb 21	Feb 28	Mar 07	Mar 14	Mar 21	Mar 28	Apr 04	Apr 11	Apr 18	Apr 25											
<b>Oyster Point -Revised CPM - October CPM Update 2021</b>						Project Summary (Duration shown in Working Days)																																							
Summary.1000	Notice to Proceed	0.0	19-Mar-18 A																																										
Summary.1005	Notice to Proceed for Landscaping Package	1.0	01-Jul-19 A	01-Jul-19 A																																									
Summary.1010	Project Summary (Duration shown in Working Days)	1017.8	13-Mar-18 A	28-Mar-22	0.0																																								
<b>Milestones</b>																																													
<b>Milestone #1</b>																																													
Milestone.1	Phase ID Pad Area Completion (Title 27) Erosion Protection-1"	0.0		26-Apr-19 A																																									
<b>Phase 2D Area Ready</b>																																													
Milestone.2D	Phase 2D Area Ready	0.0		21-Jan-22*	-286.9																																								
<b>Decommission Oyster Point Blvd</b>																																													
A1120	Oyster Point Blvd Ready for Decommission	0.0		21-Jan-22	-286.9																																								
<b>Close Oyster point Blvd and Switch Over to New Road</b>																																													
Milestone.Dec	Close Oyster point Blvd and Switch Over to New Road	0.0		10-Feb-21 A																																									
<b>Project Completion Without Landscaping Package</b>																																													
Milestone.PC	Stage 2 Project Complete without Landscaping	0.0		17-Feb-22*	-119.8																																								
<b>Adverse Weather</b>																																													
A1000	Contract Adverse Weather Days	10.0	14-Mar-22	28-Mar-22	-101.8																																								
<b>Project Completion</b>																																													
Milestone.PC10	Project Completion	0.0		28-Mar-22*	-101.8																																								
<b>Design, Submittals, Review, Procurement</b>																																													
<b>Permitting and Design</b>																																													
Des.1000	Landfill Relocation Grading Permit and Haul Route Plan	1.0	19-Mar-18 A	18-Jul-18 A																																									
Des.1010	Complete Water System Design	52.0	19-Mar-18 A	04-Sep-18 A																																									
Des.4000	Tree Removal Permit	1.0	27-Mar-18 A	27-Mar-18 A																																									
Des.4010	Building Demo Permits (BY OTHERS)	1.0	17-Apr-18 A	17-Apr-18 A																																									
Des.4020	BCDC Permit	1.0	19-Mar-18 A	19-Mar-18 A																																									
Des.4030	Encroachment Permit with the City of South San Francisco	1.0	19-Mar-18 A	19-Apr-18 A																																									
Des.4040	Construction General Permit: SWPPP & NPDES	1.0	21-Mar-18 A	21-Mar-18 A																																									
Des.4050	Building Permit for Generators (Temporary Power)	1.0	05-Apr-18 A	31-May-18 A																																									
<b>Submittals</b>																																													
Subm.3090	Submit SWPPP	1.0	19-Mar-18 A	19-Mar-18 A																																									
Subm.4000	Submit Water System Materials	29.0	06-Sep-18 A	06-Sep-18 A																																									
Subm.4010	Submit Sewer System Materials	10.0	19-Mar-18 A	19-Mar-18 A																																									
Subm.4020	Submit Storm Drain Materials	10.0	13-Mar-18 A	13-Mar-18 A																																									
Subm.4030	Submit Street Lights	10.0	28-Jun-18 A	28-Jun-18 A																																									
Subm.4035	Submit Parkinglot lights	1.0	28-Jun-19 A	28-Jun-19 A																																									
Subm.4040	Submit Traffic Signal Materials	10.0	28-Jun-18 A	28-Jun-18 A																																									
Subm.4050	Submit Geofoam Materials	10.0	22-Mar-18 A	22-Mar-18 A																																									
Subm.4070	Submit Clay Cap Source (Existing Clay)	10.0	19-Mar-18 A	19-Mar-18 A																																									
Subm.4075	Submit Clay Cap Source (Import)	10.0	25-May-18 A	30-Aug-18 A																																									
Subm.4080	Submit Design and Materials of Bentonite Wall	10.0	12-Jul-18 A	12-Jul-18 A																																									
Subm.4090	Submit Bioretention Materials: Pipe, Liner, Soil, etc	10.0	05-Jun-18 A	05-Jun-18 A																																									
Subm.4100	Submit Class 2 Aggregate Base	10.0	22-Mar-18 A	22-Mar-18 A																																									
Subm.4110	Submit Concrete Mix Designs: Minor Concrete	10.0	18-Jun-18 A	18-Jun-18 A																																									
Subm.4120	Submit Joint Trench Materials: Conduits, Vaults, etc	10.0	06-Jun-18 A	06-Jun-18 A																																									
Subm.4130	Submit Asphalt Concrete Mix Design	10.0	13-Apr-18 A	13-Apr-18 A																																									
Subm.4140	Submit Striping and Signage Roadway	10.0	16-Apr-18 A	16-Apr-18 A																																									
Subm.4150	Submit Striping and Signage for Parking Lot	1.0	01-Nov-21*	02-Nov-21	-61.5																																								
Subm.4160	Submit Irrigation and Landscaping Underground Conduits, Boxes, Drain	10.0	02-Mar-20 A	13-Mar-20 A																																									
Subm.4170	Submit Landscaping Amendments	1.0	08-Jun-20 A	08-Jun-20 A																																									
Subm.4180	Submit Hardscape/Site Furnishing Items	1.0	09-Jul-20 A	09-Jul-20 A																																									
Subm.4190	Submit Wood Decking: Steel Shop Drawings and Materials	1.0	23-Oct-20 A	23-Oct-20 A																																									
Subm.4200	Submit Landscape Planting	1.0	19-May-20 A	19-May-20 A																																									
Subm.4210	Submit Landscape Trees	1.0	29-May-20 A	29-May-20 A																																									
Subm.4220	Submit Landscape Shrubs	1.0	19-May-20 A	19-May-20 A																																									
Subm.4230	Submit Landscaping Pavers	1.0	28-Oct-20 A	28-Oct-20 A																																									
Subm.4240	Submit Landscaping Sand	1.0	05-Jun-20 A	05-Jun-20 A																																									
Subm.4250	Submit Landscaping Site Lighting	1.0	12-Mar-21 A	12-Mar-21 A																																									
Subm.4260	Submit Landscaping Concrete Mix Design	1.0	26-May-20 A	26-May-20 A																																									
<b>Review</b>																																													
Review.3090	Review and Approve SWPPP	1.0	20-Mar-18 A	20-Mar-18 A																																									
Review.4000	Review and Approve Water System Materials	10.0	07-Sep-18 A	13-Sep-18 A																																									
Review.4010	Review and Approve Sewer System Materials	10.0	13-Mar-18 A	02-May-18 A																																									
Review.4020	Review and Approve Storm Drain Materials	10.0	13-Mar-18 A	26-Mar-18 A																																									
Review.4030	Review and Approve Street Lights	10.0	28-Jun-18 A	10-Dec-18 A																																									
Review.4035	Review and Approve Parkinglot lights	10.0	20-Sep-19 A	03-Oct-19 A																																									
Review.4040	Review and Approve Traffic Signal Materials	10.0	20-Jul-18 A	13-Jun-19 A																																									
Review.4050	Review and Approve Geofoam Materials	10.0	23-Mar-18 A	28-Mar-18 A																																									
Review.4070	Review and Approve Clay Cap Source (Existing Clay)	10.0	25-May-18 A	15-Aug-18 A																																									
Review.4075	Review and Approve Clay Cap Source (Import)	10.0	14-Aug-18 A	30-Aug-18 A																																									
Review.4080	Review and Approve Design and Materials of Bentonite Wall	10.0	12-Jul-18 A	29-Jul-19 A																																									
Review.4090	Review and Approve Bioretention Materials: Pipe, Liner, Soil, etc	10.0	20-Jul-18 A	02-Aug-18 A																																									
Review.4100	Review and Approve Class 2 Aggregate Base	10.0	23-Mar-18 A	26-Mar-18 A																																									
Review.4110	Review and Approve Concrete Mix Designs: Minor Concrete	10.0	20-Jul-18 A	02-Aug-18 A																																									
Review.4120	Review and Approve Joint Trench Materials: Conduits, Vaults, etc.	10.0	20-Jul-18 A	02-Aug-18 A																																									
Review.4130	Review and Approve Asphalt Concrete Mix Design	10.0	13-Apr-18 A	16-Apr-18 A																																									
Review.4140	Review and Approve Striping and Signage Roadway	10.0	16-Apr-18 A	20-Apr-18 A																																									
Review.4150	Review and Approve Striping and Signage for Parking Lot	1.0	02-Nov-21	16-Nov-21	-61.5																																								
Review.4160	Review and Approve Irrigation and Landscaping Underground Conduits	10.0	16-Mar-20 A	27-Mar-20 A																																									
Review.4170	Review and Approve Landscaping Amendments	20.0	09-Jun-20 A	07-Jul-20 A																																									
Review.4180	Review and Approve Hardscape/Site Furnishings Items	21.0	10-Jul-20 A	07-Aug-20 A																																									
Review.4190	Review and Approve Wood Decking: Steel shop drawings, Lumber, and	20.0	26-Oct-20 A	20-Nov-20 A																																									
Review.4200	Review and Approve Landscape Planting	10.0	20-May-20 A	03-Jun-20 A																																									
Review.4210	Review and Approve Landscape Trees	30.0	01-Jun-20 A	13-Jul-20 A																																									
Review.4220	Review and Approve Landscape Shrubs	10.0	20-May-20 A	03-Jun-20 A																																									
Review.4230	Review and Approve Landscape Pavers	10.0	29-Oct-20 A	11-Nov-20 A																																									
Review.4240	Review and Approve Landscape Sand	20.0	08-Jun-20 A	06-Jul-20 A																																									
Review.4250	Review and Approve Landscape Site Lighting	14.9	15-Mar-21 A	02-Apr-21 A																																									
Review.4260	Review and Approve Landscape Concrete Mix Design	30.0	27-May-20 A	08-Jul-20 A																																									
<b>Procurement</b>																																													
Procure.1000	Procure Water System Materials	70.0	20-Sep-18 A	28-Nov-18 A																																									
Procure.1010	Procure Traffic Poles	245.0	20-Mar-20 A	19-Nov-20 A																																									
Procure.1020	Procure Street Light Poles	84.0	10-Jul-19 A	10-Oct-19 A																																									
Procure.1025	Procure Parkinglot lights	150.0	30-Apr-20 A	02-Dec-20 A																																									
Procure.1030	Procure Hardscape/Site Furnishings	126.0	20-Aug-20 A	22-Feb-21 A																																									
Procure.1040	Procure Steel Fabrication for Wood Decking	49.0	22-Feb-21 A	29-Apr-21 A																																									
Procure.1050	Procure Lumber for Wood Decking	42.0	22-Feb-21 A	20-Apr-21 A																																									
Procure.1060	Procure Landscape Pavers	50.0	12-Nov-20 A	27-Jan-21 A																																									
Procure.1070	Procure Landscape Site Lighting	80.0	26-Apr-21 A	17-Aug-21 A																																									
Procure.1090	Procure Trees	35.0	20-Jul-20 A	04-Sep-20 A																																									
<b>Site Preparation</b>																																													
<b>PG&amp;E and ATT Delays</b>																																													
TempRd.1000	PG&E De-Energization Milestone & Install Generators	1.0	02-Apr-18 A	03-Aug-18 A																																									
TempRd.1005	AT&T Disconnect Milestone	0.0	02-Apr-18 A	15-Sep-18 A																																									
TempRd.1020	Delay- AT&T Approval & Acceptance of Disconnect	1.0	02-Apr-18 A	14-Sep-18 A																																									

◆ Milestone    ■ Critical Remaining Work    ▬ Remaining Level of Effort    ▨ WBS Summary  
 ■ Remaining Work    ■ Actual Work    ▬ Actual Level of Effort













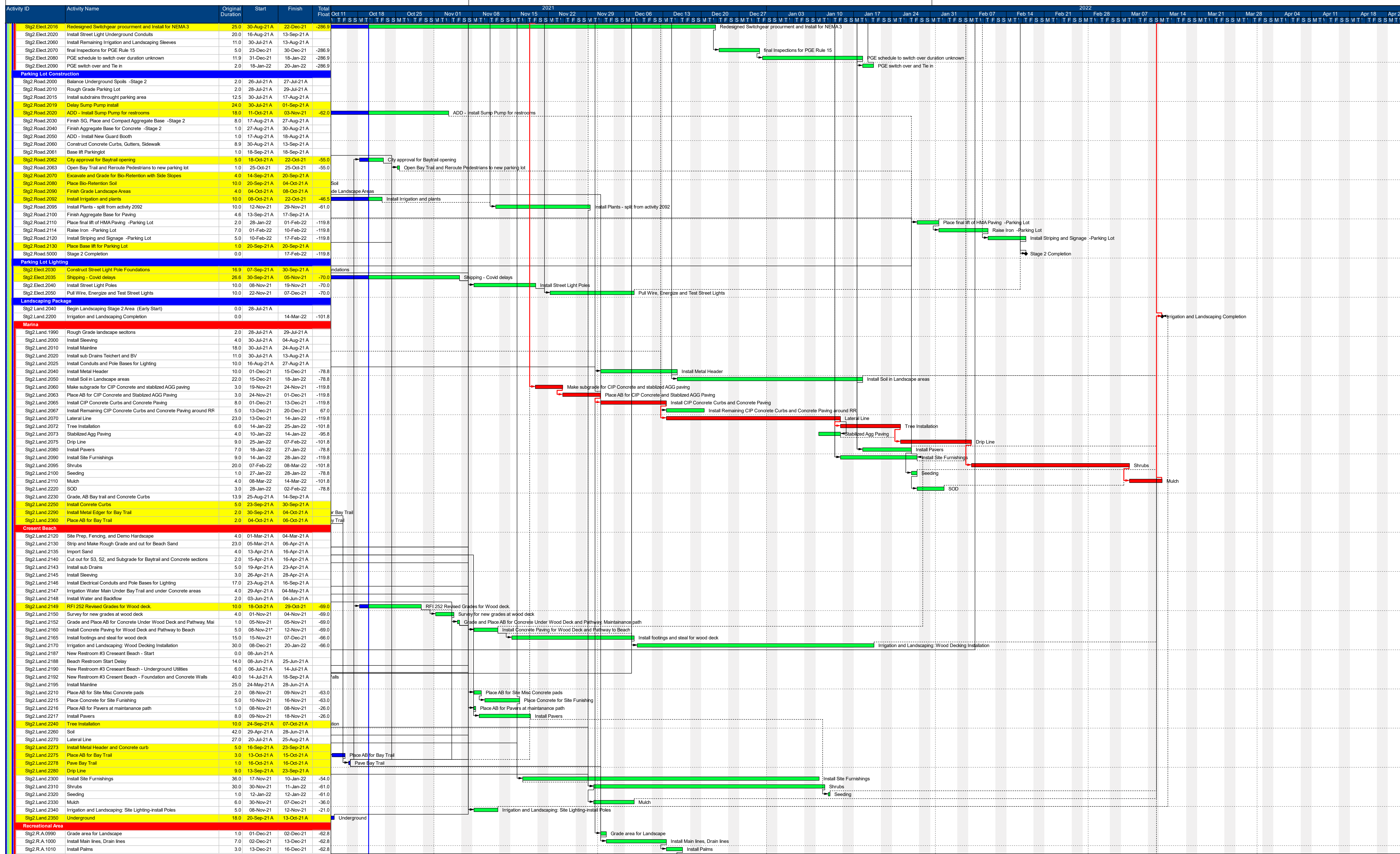














**Dennis Wong**

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**From:** Lisa Romanoski  
**Sent:** Thursday, November 18, 2021 8:51 AM  
**To:** Eunejune Kim (Eunejune.Kim@ssf.net); Bockhaus, Dave; Hallare, Jason  
**Cc:** Dennis Wong; Maurice Kaufman  
**Subject:** KOPD: PGE  
**Attachments:** Electric Underground Inspection Log (F07) 31480039 - 20210813-18200576957.pdf

Good Morning SSF,

We received very bad news on PGE yesterday. They are pushing out work on the Oyster Point project because they claim the project isn't clear for construction, contrary to the fact that the attachment says "clear for construction." According to our project rep, Paul Bueb, the problem has been the inspector turnover throughout the project and the lack of detailed notes and inspection records on PGE's end. For that reason, they would like another final inspection.

This has the potential to push out the start of their work to January or February.

Cost F-4a - Additional PGE  
Delay - 2 months

We recommend discussing this issue at this afternoon's SSF conference call with PGE.

Thanks,  
L

**Lisa Romanoski**

Senior Project Manager

**SWINERTON**

MANAGEMENT & CONSULTING

M 208.320.3068

E Lisa.Romanoski@swinerton.com

[swinertonmc.com](http://swinertonmc.com)

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**From:** Jon Ewing <Jon.Ewing@cumming-group.com>  
**Sent:** Wednesday, November 17, 2021 3:30 PM  
**To:** Lisa Romanoski <Lisa.Romanoski@swinerton.com>; Dennis Wong <DWong@swinerton.com>; Maurice Kaufman <mauricek@wc-3.com>  
**Cc:** Ari Erfani <aerfani@cumming-group.com>  
**Subject:** PGE Update

All,

Following up our meeting this morning, below is a summary of recent conversations with PGE:

- PGE will not schedule the work until our job is clear for construction. As we know, our job was clear for construction in August (See attached), but due to the PGE inspector turnover and lack of project records, they are requiring another final inspection. This is the main obstacle preventing PGE from scheduling this work. I am working with Paul to schedule the final inspection now, with the hopes we have an inspection date from PGE in the next two weeks.



## TAB F Page 15 of 17

- The main constraint right now holding up getting this work scheduled is that PGE is requiring another final inspection. PGE needs to clear our job for construction Before Alvah can issue the clearances for this. The clearance period is 21 days, before they are able to start work.
- All that said, assuming two weeks to schedule another final inspection, and the 21 day clearance period (with holiday breaks), that puts us around the beginning of January being the soonest that Alvah can start work. If inspections continue to push, this will push out the start date for this work.
- Paul mentioned that it may take more than one inspection to get cleared for construction which is why his estimate was beginning of February. I am not sure if this can be escalated, but it seems abnormal that we would need to schedule another final inspection after already being cleared for construction. As noted, this could have a huge impact on our schedule.

Thank you,  
Jon

### JON EWING

Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



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The information contained in this electronic message is confidential. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this communication is strictly prohibited. If you have received this communication in error, please delete it immediately and please advise the sender.

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**Pacific Gas and Electric Company**

Electric Underground Inspection Log (F07)

**Clear for Construction Yes  
Count of Fails - 0**

<b>Reference Number:</b>	20210813-18200576957
<b>Form Name:</b>	Electric Underground Inspection Log (F07)
<b>Submitter Name:</b>	Billy Elza (b1et@pge.com)   b1et@pge.com
<b>Submission Date:</b>	Aug 13, 2021 8:21:46 AM PDT
<b>Location:</b>	

## HEADER INFORMATION

### Project Information

Form TD-4462M-F07, Rev. 1  
 Publication Date: 04/21/2021  
 Effective Date: 07/21/2021

Please Select 'Other' if the PM # is not in the list

PM #	31480039
At Risk Facility?	No

## HEADER INFORMATION CONT

Select Applicable Sections

Clear For Construction/Final Walk Through

## CLEAR FOR CONSTRUCTION/FINAL WALK THROUGH

Clear For Construction	Yes
------------------------	-----

## NOTES/INSPECTION DETAILS

Clear for Construction	Yes
------------------------	-----

If any item is marked, "Fail," the item is rejected. You must call for re-inspection. Electric Service cannot be established until all items are inspected, approved, as built plans received, and final inspection is passed. A 48 hour (2 working days) notice required for all inspections.

Inspector LAN ID	B1et
Time Arrived	Aug 13, 2021 8:15:00 AM PDT
Time Departed	Aug 13, 2021 8:19:00 AM PDT
Inspection Hours	0

**Fail Counter**

0

## EMAIL NOTIFICATIONS

### Email Notifications

**Local Headquarters**

San Carlos

**Email**

sancarlosinspectionlogs@pge.com

**Job Owner Email**

pjbk@pge.com

**Email 1**

jherrera@sfe-inc.com

SUCCESSOR AGENCY TO FORMER RDA OF SOUTH SAN FRANCISCO  
 ROPS 22-23 Item 12

11/18/2021

OB Submission January 2022

<b>TAB G</b>	Page	PM Soft Costs	Cost		Agency	Developer
<b>Cost G-21</b>	7 of 61	JCFO Add Service Extended Construction Administration	\$ 86,060	[2]	\$ 49,915	\$ 36,145
<b>Cost G-22</b>	17 of 61	Cumming Add Service Extended Program Management	\$ 200,000	[1]	\$ 103,338	\$ 96,662
<b>Cost G-22a</b>	58 of 61	Cumming Add Service Extended Program Management -Add PGE inspection 2 mo.delay	\$ 100,000	[1] [3]	\$ 51,669	\$ 48,331
<b>Cost G-23</b>	57 of 61	Swinerton Project Management - Extended Service	\$ 200,000	[1]	\$ 103,338	\$ 96,662
<b>Cost G-23a</b>	58 of 61	Swinerton Project Management - Extended Service -Add PGE inspection 2m. delay	\$ 100,000	[1] [3]	\$ 51,669	\$ 48,331
<b>Cost G-24</b>	18 of 61	Langan Construction Administration (incl. Special Testing &	\$ 38,940	[1]	\$ 22,585	\$ 16,355
		<b>Total</b>	\$ 725,000		\$ 382,514	\$ 342,486

[1] Project Management cost allocation is based on Agency's share construction cost (20% share Strt & Util to Hub and 100% Strt & Util to Point; and Landscape exceeding Developer's \$9.53 M obligation), Agency's additional contract obligation proration (58%; 42% for Developer, rounded and for items outside of Strt & Util to Hub and Point, and Landscape), or based on the original project schedule of value.

[2] Correction for Add Service Scope reported in Item G-19 in Amended ROPS 21-22 omitted construction administration for architectural service for restroom. Developer's contribution of \$9,533,859 is fixed for Parcel 3.2.1H Landscaping at Bay Trail and Palm Promenade therefore Agency is responsible for cost overrun (DDA Exhibit 3.4.1)

[3] Additional PGE Inspection delay (11/18/21) ROM calculate at same rate as documented in Cost G-22 / G-23 respectively.



ASA No:	ASR - #15 (Contract - T1770-02)	Date:	10/19/2021
Change Events:	JCFO – Additional Services Proposal: Extended construction administration services for Phase 1C.		
To:	Jonas Vass (Kilroy Realty TRS, Inc.) Eunejune Kim (Director CPW – CSSF)	Cc:	Dennis Wong, Nate Marshall, Jarrod Ross, Ari Erfani, J Ewing, A Rose

Description:

This request relates to additional services to provide continued construction administration services for Phase 1C of the Project. A review of the current construction schedule provided by Teichert and HDDCo shows a possible site construction schedule extension through to January 2022 and the marina restroom construction showing a final completion in March 2022. JCFO and D+B and their sub-consultants have provided a proposal for extended construction administration through to project completion. The original contract agreement accounted for a 15-month construction schedule, which commenced in March 2020. Currently JCFO has billed \$148,790.00 of the original \$150,000.00 fee. Their remaining fee will be exhausted by October 1st, 2021. They have submitted a fee proposal for continued construction administration with a scope of work which includes:

- Task A: Extended Architectural Construction Administration services through March 2022
- Task B: Extended Landscape Architectural Construction Administration services through March 2022

The “not to exceed” total for this ASR is \$172,526 with a Soft Cost split (51.669% Agency: 48.331% Developer)

Change Order approval is requested of the City of South San Francisco on behalf of the Successor Agency and Kilroy Realty TRS, Inc., for the consultant to proceed with this identified scope.

Included within the ASA attached is additional backup to the value identified below in Exhibit 1: DB+ Team Oyster Point Additional Service for Extended Construction Administration

ASA Approval:

Total Amount:	\$ 172,526
Total Reimbursable	\$ 172,526 NTE

Actions:

- ASA - #15 – James Corner Field Operations (T1770-02)
- Formal signature required for Add Service Agreement change to the original James Corner Field Operations (T1770-02) contract.

This authorization is requested of the City of South San Francisco (on behalf of the Successor Agency) and Kilroy Realty TRS, Inc. for work carried out in accordance with the attached ASA – #15 for James Corner Field Operations T1770-02.

ASR No:	TOTAL - CO REQUEST	PHASE IC	Phase IC – Agency	Phase IC – Developer	PHASE ID & IID
ASA #15 JCFO – Additional Services Proposal: Extended construction administration services for Phase 1C.	\$ 172,526	\$ 172,526	\$ 89,142	\$ 83,384	\$ 0



Approvals – City of SSF (SA) & Kilroy Realty TRS, Inc.

\_\_\_\_\_  
Eunejune Kim  
Director - Public Works (CSSF)

Date

\_\_\_\_\_  
Jonas Vass or Nate Marshall

Date



September 29, 2021

Kilroy Oyster Point  
100 1<sup>st</sup> Street, Suite 250  
San Francisco, CA 94105

Project: Oyster Point Phase 1C  
Project Number: 1618

RE: Additional Services Proposal #015: Extended construction administration services for Oyster Point Phase 1C.

Dear Jonas:

We are submitting this request for additional services to provide continued construction administration services for the Oyster Point Phase 1C Project. This is based on our review of the current construction schedule provided by Teichert to the design team dated August 20, 2021, which reflects a site construction schedule extension through Jan 2022 for the completion of the site work.

In conjunction with this, HDDCo provided an updated construction schedule showing the marina restroom construction final completion in March 2022. Based on this updated marina restroom schedule, DB+ and their sub-consultants have provided a proposal for extended construction administration through Project completion for Architectural scope.

The original contract agreement accounted for a 15 month construction schedule, which commenced in March 2020. Currently JCFO has billed \$148,790.00 of the original \$150,000.00 fee, to account for the last eighteen months of CA. In an effort to aid the overall project JCFO elected to distribute total CA fee hourly to accommodate the schedule extensions to date. However, we anticipate the remaining fee will be exhausted by October 1<sup>st</sup>, 2021. We have outlined our scope and fee proposal for continued construction administration below.

## **SCOPE**

The following additional Scope of Work includes:

- Task A: Extended Architectural Construction Administration services through March 2022
- Task B: Extended Landscape Architectural Construction Administration services through March 2022

Refer to the exhibits below and attached for summary of Scope of Services, Assumptions and Exclusions:

- Exhibit 1: DB+ Team Oyster Point Additional Service for Extended Construction Administration

**FEE SUMMARY**

- Task A: Architectural Extended Construction Administration Services
    - Dreyfuss + Blackford and Consultants (Bldg) \$97,526 ✓
      - See Exhibit 1
  - Task B: Landscape Architectural Extended Construction Administration Services
    - JCFO (Prime Consultant) \$65,000 ✓
      - Associate (325 hrs x \$200)
        - Site construction through January 2022
        - Participate in weekly OAC meetings
        - Ongoing submittal review and RFI responses
        - Ongoing sub-consultant coordination for revisions as needed
        - Ongoing site visits as needed
        - Field review including but not limited to:
          - Hardscape layout (concrete placement, DG paving, etc)
          - Tree layout review
          - Shrub and understory layout review
          - Irrigation review
      - JCFO (Architecture Project Management) \$10,000 ✓
        - Associate (50 hrs x \$200)
        - Architectural scope through March 2022
        - Participate in meeting as needed
        - QA/QC of submitted drawings
        - Consultant coordination for plan revisions
        - Design Coordination, project management and administrative tasks
- Total Task A and Task B: \$172,526 ✓**

If only through Jan 22, do we really expect to need 325hrs or \$16,250/month for the next 4 months? Are RFI's & Submittals not expected to slow down in latter months?

**Response**

CA higher at \$16,250/mo through January 2022

1. This is a higher per month fee than the previous average, based on the following items in addition to those noted in the proposal:

a. Increased on-site presence for plant layout and field review. This activity is just now beginning and we anticipate 8-16 hrs/week onsite through completion.

b. Continued coordination calls and meetings are more frequent and ongoing, which accounts for approximately 4.5hrs/week.

c. Increasing RFIs based on field conditions.  
i. We are forecasting continued and constant RFIs, particularly in regards to grading due to survey/stakeout discrepancies that will impact most of the site paving work.

2. Duration through January 2022 assumes Site completion by January 2022 as per schedule noted.

i. Ongoing coordination and management of Architecture (restrooms) scope is broken out separately until March 2022 as a lump sum.

CA originally anticipated at \$10k/month. Why higher now at \$16,250/month based on January 2022 (4 month), or \$10,833/month based on March 2022 (6 months)?

Why only noted through Jan 22?

**SCHEDULE**

Upon approval of this add service request, the design team will continue to provide construction administration services through anticipated project completion in March 2022.

**INVOICES**

Invoices for work complete will be submitted at the end of each month. Payment is expected within 30 days of receipt of invoice.



Mr. Richard Kennedy  
 Ms. Kerry Huang  
 Mr. Adrian Flores  
 James Corner Field Operations  
 Battery Street, Suite 118  
 San Francisco, CA 94111

September 7, 2021

RE: Oyster Point Additional Service Request for Extended CA Services

Dear Richard, Kerry, and Adrian,

We are pleased to submit this Additional Service Request per your and Cumming’s direction last week.

We had previously submitted this ASR in email format per request by Cumming in July; the key terms and scope are based on that earlier ASR communication. Our sub-consultants have additionally included their formal proposals (attached).

**SCOPE OF WORK and ASSUMPTIONS**

*Project Scope*

Our summary of Dreyfuss + Blackford’s request for additional services to enable us to continue to provide construction administration services for the Oyster Point Restrooms, is based on the revised Construction Schedule provided by HDCCO in late July 2021 and per Cumming’s notification to the JCFO and D+B design teams that they would submit an overall project proposal to the client covering the project extension into March 2022.

The original scope of work, budget, and professional fees, negotiated initially in 2017, and then finally in November 2018, anticipated a very different project than the one we are building today. The three buildings are larger, more complex in design and now entail significantly increased coordination with the park construction (civil engineering and electrical engineering) than originally anticipated. Additionally, the Pump Station enclosure and gates have required additional coordination effort, including several rounds of bid clarification and value engineering assessment and coordination with the preferred vendor.

The construction budget has increased from \$3,127,079 to the current contract value of \$4,825,776, and construction time frame is now anticipated to conclude in mid to late March 2022, barring additional extension.

Consequently, our original CA Services fee of \$25,840 for the buildings and \$4,560 for the Pumpstation (total fee of \$30,400) has been expended as of August, having initiated the CA services with Pre-con in April 2021 and CA starting in earnest in mid-May. We are 90% through the required submittals (reviewed 43 to date), have responded to (49) RFI’s and have attended (5) site visits prior to construction starting on the Restrooms. We are also attending the weekly OAC and 1-3 coordination calls per week with HDCCO, our consultant team, and the Park-related consultants, such as Wilsey Ham.

Based on the above data, we are projecting (26) more weeks of construction services (excluding holidays) and per HDCCO’s most recent schedule, wrapping up in the third week of March 2022. At our current billing rates, we project that Project Architect Ken Lin will 16 hrs. a week on the CA effort; Principal Amy Eliot will average 2 hrs. a week. Our work effort will include the following tasks:

- Attendance at weekly Team OAC call (assume 30 min calls)
- Response to RFI’s submitted by HDCCO
- Review and coordination of remaining submittals

- Coordination with Site Consultants and Sub-Contractors as directed by JCFO and HDCCO
- Coordination with our sub-consultant team for the restroom scope: RJSD, OMM, MHC
- Site visits to observe installation of restroom scope, mock-ups (6 estimated)
- Coordination with JCFO and Clearstory on signage design package for consistency between the BCDC site package and the code and City mandated restroom building signage

**Project Assumptions**

1. Dreyfuss + Blackford will contract as a consultant to JCFO.
2. Per the above, Dreyfuss + Blackford has assumed a specific number of OAC meetings with Teichert and HDCCO team members to coordinate the building and site work packages and a limited number of coordination calls with our own sub-consultants. If Dreyfuss + Blackford were requested to attend additional meetings or site visits, our hourly rates would apply. Our 2021 Rate Schedule is attached.
3. The 2019 CBC will apply to our work and that of our team members.
4. The Project Schedule's timeline has been extended until mid to late March 2022 for project close-out of all three restroom buildings.
5. All OAC meetings defined above are assumed to be virtual.
6. Site Visits will be organized to be as efficient as possible through coordination with HDCCO.

**EXCLUSIONS**

This proposal specifically excludes the following:

1. Photorealistic 3D renderings
2. As Built Drawings
3. Field verification of base site conditions or recently built site conditions
4. Design, documentation and budgeting of elements outside the current scope and budget
5. Value Engineering
6. Graphics/signage design aside from review and coordination of installation with JCFO and Clearstory as noted above
7. Security equipment design, specification, and installation
8. Revisions to Title 24 Calculations or other energy criteria
9. LEED or GPR product and certification research, evaluation, or management for submittal to LEED or GPR rating systems
10. In-person meetings at site beyond site visits for site observation as defined above
11. Attendance at project-related meetings or site visits beyond those meetings noted above. If Dreyfuss + Blackford were required to attend by direction of JCFO, Cumming or CSSF, our 2021 hourly rates for necessary personnel would apply.
12. Further extension of project schedule

Dreyfuss + Blackford would be pleased to provide written additional service proposals to JCFO for these items, if requested.

**FEE**

Our proposed fee detail can be found in the below fee summary for the Dreyfuss + Blackford effort, and our sub-consultant proposals are also attached for reference. The overall fee summary is as follows:

Dreyfuss + Blackford (architecture):

- Principal time: 2 hrs. / wk. @ \$255/hr. x 26 wks. = \$13,260 ✓
- Project Manager/PA time: 16 hrs. /wk. @ \$175/hr. x 26 wks. = \$72,800 ✓
- **Total Requested Dreyfuss + Blackford Fee: \$86,060** ✓

Dreyfuss + Blackford (architecture):	\$86,060
RJSD (structural engineering):	\$4,500
MHC (mechanical/plumbing engineering):	\$2,000
OMM (electrical engineering and lighting design):	\$4,000

<b>Subtotal Fees:</b>	<b>\$96,560</b> ✓
<b>Reimbursables at 1% of fees:</b>	<b>\$966</b> ✓
<b>Grand Total Fees + Reimbursables:</b>	<b>\$97,526</b> ✓

**Cost G-21 - Restroom Architect Add Service fee for construction administration inadvertently omitted in Item G-19 in Amended ROPS 21-22.**

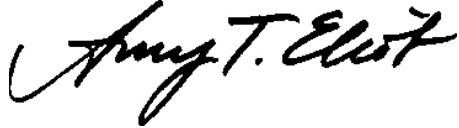
Additional services will be performed only upon your written authorization, should they be requested. Our 2021 Rate Schedule is attached.

**CONCLUSION**

This concludes our proposal. Please feel free to contact me if you have any questions or comments and thank you again for the opportunity to present our understanding of the required design services to complete construction on this great project.

If it meets with your approval, please indicate that below by your signature.

Sincerely,



Amy Eliot, AIA LEED AP, BD+C  
Design Principal  
Dreyfuss + Blackford Architecture  
[aeliot@db-arch.com](mailto:aeliot@db-arch.com)  
office: 415-366-0468, ext. 2222  
cell: 415-310-4620

---

Richard Kennedy for JCFO

Date:



**Dreyfuss + Blackford architecture**  
**Hourly Rate Schedule**  
**Effective October 1, 2020 – September 30, 2021\***

Senior Principal -	\$275.00
Principal -	\$255.00
Senior Project Manager -	\$215.00
Project Manager -	\$200.00
Project Planner -	\$195.00
Project Architect -	\$180.00
Project Designer II -	\$175.00
Project Designer I -	\$155.00
Project Coordinator -	\$135.00
Design Technology/BIM Specialist -	\$155.00
Interior Designer -	\$140.00
Jr. Interior Designer -	\$100.00
Graphics/Signage -	\$135.00
Administrative -	\$80.00

\*Rates will increase 3 percent per year.

**Reimbursable Expenses:**

- Mileage at current IRS rate
- Reproductions at actual cost, plus 10%
- Postage/Delivery/Shipping at actual cost, plus 10%



September 7, 2021

Amy Eliot  
Dreyfuss + Blackford Architecture  
575 Sutter St. #302  
San Francisco, CA 94102

17007G

Subject: **OYSTER POINT ADD SERVICE**  
**Proposal for Structural Engineering Services**

Dear Amy:

We are pleased to present our proposal to furnish additional professional services for the subject project. The scope items described below were not included in our original proposal and have now been identified as being required. Should you have any questions or comments regarding this proposal, please don't hesitate to call.

**SCOPE OF SERVICES**

The Construction Administration phase of the project has extended, which is an additional service.

**COMPENSATION FOR SERVICES**

We propose to furnish the additional services described in this proposal for lump sum fee of **\$4,500**. See attached for our current hourly rates.

**TERMS AND CONDITIONS**

The terms and conditions of the main project agreement will also apply to these additional services. If this proposal is acceptable and you would like us to commence with the work described, please have an authorized representative indicate such agreement by signing and returning a copy of this proposal to us (electronic copy is acceptable). If you have questions or comments regarding this proposal, please don't hesitate to call.

Sincerely,  
RYAN JOYCE STRUCTURAL DESIGN Accepted by: Dreyfuss + Blackford Architecture



Maureen Joyce  
Associate Principal

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Rate Schedule

<b>Personnel</b>	<b>Hourly Billing Rate</b>
Principal	\$234
Associate Principal	\$185
Design Engineer	\$124

Rates effective June 1, 2021 and subject to change on July 1, 2022.



**MHC ENGINEERS**

150 8th STREET SAN FRANCISCO, CA 94103  
PH (415) 512-7141 / FAX (415) 512-7120  
Email: general@mhcengr.com

September 7, 2021

Job No. 17-170\_Add4

Amy Eliot, AIA LEED AP BD+C, Design Principal  
Dreyfuss + Blackford Architecture  
575 Sutter St. #302  
San Francisco, CA 94102-1130  
T 415.366.0468, extension 2222 | C 415.310.4620

**Re: Oyster Point Park Phase 1 - Restrooms – Construction Support Budget – Extended CA Services**

Dear Ms. Eliot,

Pursuant to your request, we submit this proposal for additional engineering services for the subject project. The scope of services under this proposal are to provide continued Mechanical, Plumbing, and Fire Sprinkler Construction Support services through the end of construction, which is estimated mid to late March of 2022.

**Compensation: \$2,000.00**


**Qualifications**

The above fee is also based on the following qualifications:

- a. All applicable qualifications on original proposal #17-170 directed to DE+ now novated to Dreyfuss + Blackford Architecture, dated November 16th, 2019.

Thank you for giving us the opportunity to provide this proposal. Pending signature of this agreement, we are prepared to begin work on this project immediately.

Very truly yours,



Timmy D. Lai, P.E.  
Project Manager

**I hereby agree to the terms of this proposal.**

**Owner/Authorized Representative (Signature):** \_\_\_\_\_

**Please Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Billing Information (Invoices):

- Addressee Above (Ms. Amy Eliot)
- OTHER (PROVIDE INFORMATION BELOW):

Name & Title (Print): \_\_\_\_\_

Address (Print): \_\_\_\_\_

Phone (Print): \_\_\_\_\_

Email (Print): \_\_\_\_\_

*Encl. MHC Engineers, Inc. Schedule of Fees*



**MHC ENGINEERS**

150 8th STREET SAN FRANCISCO, CA 94103  
 PH (415) 512-7141 / FAX (415) 512-7120  
 Email: general@mhcengr.com

**SCHEDULE OF FEES:**

Principal	\$ 250.00/hr
Associate Principal	\$ 200.00/hr
Project Manager	\$ 180.00/hr
Project Engineer	\$ 150.00/hr
Associate Engineer	\$ 130.00/hr
Drafter	\$ 100.00/hr
Administrative	\$ 80.00/hr

**Expenses:**

- ❖ Automobile @ \$0.58 dollars per mile (Out of 30 mile radius from SF)
- ❖ Domestic Travel
  - Per diem for meals and miscellaneous - \$ 50.00 per day
  - Lodging and common carrier at cost
- ❖ Reimbursable at our cost including:
  - Reproduction and Photo
  - Delivery/Messenger Service
  - Long Distance Telephone
  - Special Sub-Consultant, Equipment and Material
- ❖ In House Plotting Cost:
  - Bond \$8.00 each – (Plots - 36” x 24”) and (Plots – 30” x 42”)
  - Bond \$8.00 each – Half size (Plots - 36” x 24”) and (Plots – 30” x 42”)
- ❖ In House Data USB Memory Stick: \$ 15.00 each

NOTE: PAYMENT TERM SHALL BE NET 30.

*Updated Fee Schedule, Effective as of April 1, 2019*



O'MAHONY & MYER  
ELECTRICAL ENGINEERING & LIGHTING DESIGN

San Rafael, California  
Pacific Harbour, Fiji

September 6, 2021

Brian O'Mahony  
Jan P. Myer  
Paul Carey  
Pieter Colenbrander

**Dreyfuss + Blackford Architecture**

575 Sutter St., Suite 302  
San Francisco, CA 94102

Attn: Ken Lin

Re: Oyster Point Park  
Additional Scope of Work – Extended CA Phase Services

Dear Ken,

The extended construction phase for the Oyster Point Restroom project will impact our original scope of work and associated fees as noted below. As per our original proposal, this additional work represents an additional service to the contract.

We respectfully request an additional fee for this work, to be billed as a fixed fee as follows:

Extended Construction Phase.....\$ 4,000

If this fee is acceptable to you, billing will be carried out as outlined in our original proposal under billing rates and conditions.

The additional services include the additional work related to the extended schedule on the Restroom project.

We trust that this scope change request is acceptable to your office and will bill accordingly upon your approval. If you have any questions or comments, please do not hesitate to call.

Sincerely,

Pieter Colenbrander, P.E.  
**O'MAHONY & MYER**



O'MAHONY & MYER  
ELECTRICAL ENGINEERING & LIGHTING DESIGN

## **HOURLY BILLING RATE SCHEDULE**

**2021**

<b>Founding Principal .....</b>	<b>\$250/hour</b>
<b>Principal.....</b>	<b>\$210/hour</b>
<b>Project Electrical Engineer .....</b>	<b>\$140/hour</b>
<b>Project Lighting Designer .....</b>	<b>\$140/hour</b>
<b>Electrical/Lighting Designer .....</b>	<b>\$125/hour</b>
<b>CAD Supervisor .....</b>	<b>\$105/hour</b>
<b>CAD Technician.....</b>	<b>\$ 95/hour</b>
<b>Administrative.....</b>	<b>\$ 75/hour</b>



**REIMBURSABLE EXPENSES**

Reimbursable expenses shall be in addition to consultant fees and invoiced monthly, at actual cost and will include all travel, courier, shipping and printing expenses. We propose an additional **\$1500 USD** in reimbursable expenses related to the extension of construction administration services for Oyster Point Phase 1C.

**AGREEMENT**

Execution of the proposal herein and the fees stated are contingent upon the review and approval of KOP. If at any time during the execution of work performed under this proposal, KOP determines to terminate or postpone the scope of work, and then KOP shall be responsible for the fees owed to JCFO and Team for work completed through to the date of termination.

If the proposal is acceptable, then please sign a copy of this document and return one copy to JCFO and keep one for your files. Upon receiving immediate written authorization to proceed, JCFO will contract sub-consultants to begin work for Phase 1C.

Please do not hesitate to contact us if you have any questions or require further information regarding the topics above.

Best regards,



Richard Kennedy  
Senior Principal

Accepted by:



**Memorandum (11\_12\_2021)**

<b>TO:</b>	Eunejune Kim
<b>DATE:</b>	November 12 <sup>th</sup> , 2021
<b>RE:</b>	Kilroy Oyster Point Development (Phase IC) – Extended PM/Soft Costs

Based on the latest schedule update (attached October CPM to this memo), Teichert Construction is projecting a completion date of March 28<sup>th</sup>, 2022. At present and incorporated in the current contracts is a commitment and funding to cover Cumming Management Group’s integrated PM, Cost and Scheduling service through a project completion of November 2021, with closeout extending through February 2022. As a result of the project completion extension from Nov-21 to Mar-22, there is a clear anticipated extension of PM services of 4 months. Per below extract from the attached current contract, the current committed fee on a T&M basis for the PM/CM/Scheduling team equates to roughly \$55,000. Based on an expected ramp down in the final 1- 2 months of project completion in February - March, Cumming is estimating their efforts at \$200,000 for the 4-month extension, with their closeout efforts simply shifting to an April – June period.

Cost G-22 Cumming PM

Construction	Construction	Construction	Construction	Closeout	Closeout	Closeout
Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22

52	52	52	52	42	34	9
87	87	87	87	69	68	26
35	35	35	35	25	25	9
104	104	104	104	68	68	17
3	3	3	3	3	3	-
26	9	9	9	-	-	-
<b>306</b>	<b>289</b>	<b>289</b>	<b>289</b>	<b>208</b>	<b>199</b>	<b>61</b>

10,627	10,627	10,627	10,627	8,678	7,286	1,860
15,894	15,894	15,894	15,894	12,716	13,184	5,007
7,084	7,084	7,084	7,084	5,136	5,393	1,860
18,528	18,528	18,528	18,528	12,198	12,808	3,242
1,123	1,123	1,123	1,123	1,123	1,179	-
4,768	1,589	1,589	1,589	-	-	-
<b>\$ 58,024</b>	<b>\$ 54,846</b>	<b>\$ 54,846</b>	<b>\$ 54,846</b>	<b>\$ 39,850</b>	<b>\$ 39,850</b>	<b>\$ 11,968</b>



In addition to Cumming Management Groups extended services request, is an anticipated extension of CA services by Langan Environmental & Engineering for ongoing site Geotech & Environmental services. Based on the attached formal change request and approval for extended CA services by Langan Environmental & Engineering, and extension of services is captured through February 2022. Based on an expected reduced burn rate of \$38,940 / month, it is recommended this additional exposure is captured within the Agency's budget deficit matrix.

**Cost G-24 Langan Inspections**

These values are reflected as Rough Orders of Magnitude currently but will be reconciled following a formal submission by Cumming Management Group and Langan Engineering, after reconciliation against the updated November schedule from the GC.

To the extent possible, these costs will be reduced to the minimum exposure feasible.

A handwritten signature in black ink, appearing to read "Jarrod Ross".

Jarrod Ross  
Director  
Cumming Management Group, Inc.

Cc: Dennis Wong, Swinerton Management Consulting (City of SSF)



MEMORANDUM

To: Eunejune Kim  
From: Lisa Romanoski, City of South San Francisco Consultant  
Date: 1/27/2020  
Subject: Kilroy Oyster Point Development: Cummings Add Service 1 – Phase IC

Cummings has submitted an add service request for \$1,499,067 to cover project management fees through December 31, 2019, and an extended projected duration of approximately 22 additional months. Cummings contract was for January 2018 to April 2020. They used up their original budget due to unanticipated conditions around October/November 2019. Also, the project schedule has been extended to December 2021. Cummings is requesting funding for the duration of the project in addition to two months for project closeout tasks.

As mentioned, this add service totals \$1,499,067, with Agency share at \$866,288 and Developer share at \$632,779. This represents a 58/42% split (Agency / Developer) and is a time and materials not to exceed request, which is consistent with other professional add service requests submitted for the project. In reviewing the documentation, Swinerton feels the labor projections are appropriate for Cummings services on this project. As such, we recommend your approval of this request.

Pursuant to Agreement for Development Management Services, Section 2.3(j) "Value of Single Proposed Change Order [or consultant add service request] and within Project Budget" that is \$ \$75,000 or greater, this add service request requires City Manager Approval. I recommend your approval of this RFC.

Sincerely,

Lisa Romanoski  
Project Manager

APPROVED:

By: Eunejune Kim, Public Works Director

1/27/2020  
Date

APPROVED:

By: Mike Futrell, City Manager

1/30/2020  
Date

Attachment:  
Cummings Add Service 1 (13 pages)

CC: Maurice Kaufmann, 1-28-2020  
West Coast Code Consultants, Inc., City of South San Francisco Consultant

Dennis Wong  
Swinerton, City of South San Francisco Consultant



ASA Request - #1

<b>ASA No:</b>	ASA - #1	<b>Date:</b>	January 13, 2020
<b>Change Events:</b>	Cumming – Integrated Management Services Proposal – Phase IC		
<b>To:</b>	Jonas Vass (Kilroy Realty TRS, Inc.) Eunejune Kim (Director CPW – CSSF)	<b>Cc:</b>	Dennis Wong, Nate Marshall, Jarrod Ross, Ari Erfani

**Description:**

Due to the anticipated construction schedule and additional scope requested from Cumming for completion and closeout of the Kilroy Oyster Point – Phase IC to the value of one million four hundred and ninety-nine thousand and sixty-seven dollars (\$1,499,067)

Cumming's original contract was in place for the contract period dating from January 2018 through April 2020, based on an original master schedule. However, this schedule did not take into account the extended period of the works related to landscaping, nor did it account for any delays to the project. As a result of several unanticipated and unforeseen conditions that have delayed the construction project and required additional labor hours Cummings has burnt through its original budget. Therefore, they are now requesting additional funds to cover the remaining project schedule up until February 2022.

To date Cummings have accumulated \$115,529 in charges through December 31<sup>st</sup>, 2019 which is attached in a detailed breakdown. Cummings are therefore looking for an additional \$1,383,538 for additional integrated management services from January 2020 thru February 2022 which includes two months for project closeout. A detailed Planned Project Management Effort (PPME) can be seen attached that details the effort that is being predicted by Cumming. This will be billed on a time and materials basis not to exceed the contract amount.

Change Order approval is requested of the City of South San Francisco on behalf of the Successor Agency and Kilroy Realty TRS, Inc., for the consultant to proceed with this identified scope.

Included within the ASA attached is additional backup to the value identified below.

- Exhibit 1 – KOP Phases IC – Add Service Request (1-2-2019) Final

**ASA Approval:**

<b>Total Amount:</b>	\$1,499,067
<b>Total Reimbursable</b>	N/A

**Actions:**

ASA - #1 – Cumming Corporation

Formal signature required for Add Service Agreement change to the original Cumming Corporation contract.



This authorization is requested of the City of South San Francisco (on behalf of the Successor Agency) and Kilroy Realty TRS, Inc. for work carried out in accordance with the attached ASA – #1 – Cumming – Integrated Management Services Proposal – Phase IC

ASR No:	TOTAL - CO REQUEST	PHASE IC	Phase IC – Agency	Phase IC – Developer	PHASE ID & IID
ASA #1 Cumming – Integrated Management Services Proposal – Phase IC	\$1,499,067	\$1,499,067	\$866,288	\$632,779	\$ 0



ASA Request - #1

Approvals – Kilroy Realty TRS, Inc. & City of SSF (SA)

	<u>1/28/2020</u>		<u>1/30/2020</u>
Eunejune Kim	Date	City Manager	Date
Director - Public Works (CSSF)			

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Jonas Vass or Nate Marshall	Date
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**ASA Request - #1**

<b>ASA No:</b>	<b>ASA - #1</b>	<b>Date:</b>	January 13, 2020
<b>Change Events:</b>	Cumming – Integrated Management Services Proposal – Phase IC		
<b>To:</b>	Jonas Vass (Kilroy Realty TRS, Inc.) Eunejune Kim (Director CPW – CSSF)	<b>Cc:</b>	Dennis Wong, Nate Marshall, Jarrod Ross, Ari Erfani

**Description:**

Due to the anticipated construction schedule and additional scope requested from Cumming for completion and closeout of the Kilroy Oyster Point – Phase IC to the value of one million four hundred and ninety-nine thousand and sixty-seven dollars (\$1,499,067)

Cumming’s original contract was in place for the contract period dating from January 2018 through April 2020, based on an original master schedule. However, this schedule did not take into account the extended period of the works related to landscaping, nor did it account for any delays to the project. As a result of several unanticipated and unforeseen conditions that have delayed the construction project and required additional labor hours Cummings has burnt through its original budget. Therefore, they are now requesting additional funds to cover the remaining project schedule up until February 2022.

To date Cummings have accumulated \$115,529 in charges through December 31<sup>st</sup>, 2019 which is attached in a detailed breakdown. Cummings are therefore looking for an additional \$1,383,538 for additional integrated management services from January 2020 thru February 2022 which includes two months for project closeout. A detailed Planned Project Management Effort (PPME) can be seen attached that details the effort that is being predicted by Cumming. This will be billed on a time and materials basis not to exceed the contract amount.

Change Order approval is requested of the City of South San Francisco on behalf of the Successor Agency and Kilroy Realty TRS, Inc., for the consultant to proceed with this identified scope.

Included within the ASA attached is additional backup to the value identified below.

- Exhibit 1 – KOP Phases IC – Add Service Request (1-2-2019) Final

**ASA Approval:**

<b>Total Amount:</b>	\$1,499,067
<b>Total Reimbursable</b>	N/A

**Actions:**

**ASA - #1 – Cumming Corporation**

Formal signature required for Add Service Agreement change to the original Cumming Corporation contract.

This authorization is requested of the City of South San Francisco (on behalf of the Successor Agency) and Kilroy Realty TRS, Inc. for work carried out in accordance with the attached ASA – #1 – Cumming – Integrated Management Services Proposal – Phase IC

<b>ASR No:</b>	<b>TOTAL - CO REQUEST</b>	<b>PHASE IC</b>	<i>Phase IC – Agency</i>	<i>Phase IC – Developer</i>	<b>PHASE ID &amp; IID</b>
ASA #1 Cumming – Integrated Management Services Proposal – Phase IC	\$1,499,067	\$1,499,067	\$866,288	\$632,779	\$ 0



Approvals – Kilroy Realty TRS, Inc. & City of SSF (SA)

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Eunejune Kim Director - Public Works (CSSF)	Date	City Manager	Date
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Jonas Vass or Nate Marshall	Date
--------------------------------	------

January 2<sup>nd</sup>, 2019

ASR Proposal Number: 18-00915.00 - ASR#1

Jonas Vass  
Sr. Vice President, Development  
100 First St., Suite 250  
San Francisco, CA 94105

KILROY OYSTER POINT – PHASE IC & IIC  
CUMMING – ADD SERVICE REQUEST #1 (CONTRACT - T1770-01)  
INTEGRATED MANAGEMENT SERVICES PROPOSAL – PHASE IC

Dear Mr. Vass:

The following proposal is based on the current project standing, anticipated construction schedule and scope required for completion and closeout of the Kilroy Oyster Point – Phase IC project to final completion.

**Cumming’s current contract (T1770-01)** with Kilroy Realty TRS, Inc. was originally in place for the contract period dating from January 2018 through April 2020, based on an original master schedule. However, this schedule did not take into account the extended period of the works related to Landscaping, nor did it account for any delays to the project.

As a result of several unanticipated and unforeseen conditions encountered during the continuing construction phase, **an increase in Cumming’s dedicated labor** hours required to complete the original anticipated Phase IC scope under our original contract T1770-01, have been realized. In many cases, we have absorbed what additional scope possible within our existing budget, however, the budget increase requested herein covers only those situations in which either the additional scope has caused us to exceed the original budget and for the additional time that has been added to the construction schedule due to these conditions. In addition, Cumming has provided a detailed PPME capturing our Planned Project Management Efforts to complete the Phase IC project, which takes into account the latest construction schedule.

To date we have accumulated \$115,529.00 in charges, through December 31<sup>st</sup>, 2019, which is attached for detailed backup to this Add Service Request. In addition, we understand from the construction schedule for the Phase IC project, **that the contractor’s scope is expected to run through** mid-December 2021, with closeout of management and reporting anticipated an additional two & a half months thereafter. We are therefore requesting an additional not to exceed budget of \$1,383,538 for additional integrated management services, to be billed on a time and materials basis in accordance with our in-place agreement. We will be billing this on a monthly basis as shown in the attached Planned Project Management Effort (PPME) for your perusal.

Description	Value
October 2019 thru December 2019 - Accrual	\$ 115,529.00
Jan 2020 - Dec 2020 – PPME (Construction)	\$ 663,137 (\$55,261 / month)
Jan 2021 - Aug 2021 – PPME (Construction)	\$ 464,196 (\$58,024 / month)
Sept 2021 – Nov 2021 – PPME (Construction)	\$ 164,537 (\$54,846 / month)
Dec 2021 – Jan 2022 – PPME (Closeout)	\$ 79,700 (\$39,850 / month)
Feb 2022 – PPME (Closeout)	\$ 11,968
<b>Total Add Service Request:</b>	<b>\$ 1,499,067</b>

We trust the above will be to your satisfaction and we are available to discuss any questions you may have regarding this proposal

Sincerely,



---

Jarrod Ross  
Associate Director  
Cumming Construction Management Inc.

**SCOPE OF SERVICES**

Our proposed high-level scope of services is presented in Table 1, which represents a high level summary of our contract services outlined in the DMSA, and would continue as we have carried out to date on the phase IC scope of the Kilroy Oyster Point Development. This high-level scope represents an outline of project, cost and schedule management activities that we will undertake to ensure successful delivery of your project through project closeout for phase IC.

We are committed to being flexible with our scope of services and **will readily adjust meet your or the project's** needs.

Table 1: High-level Scope of Services

Project Phases	Scope of Services		
	Project Management	Cost Management	Schedule Management
Construction	Weekly OAC meetings, Engineering / Design Coordination Meetings, Ad Hoc Construction Meetings, Drawing Review & QA/QC, Flash Report Issuance	Monthly Pay App Review, Draw Processing, Cost Reporting, Claim Review and Change Management, Budget Management	Analyze and Report on <b>Contractor's</b> Schedule Updates. Analyze and Report on Schedule Related Claims and Changes.
Closeout	Manage Closeout of Conditions of Approval Lead and Manage Project & Contract Closeout Efforts (Including Title 27 Closure)	Coordinate with Owner on Project Financial Closeout, Including Associated Changes, Final Payments and Final Account	

We appreciate your consideration of the abovementioned Add Services and proposal related thereto and continue to strive to add value to your project in every aspect of our integrated service delivery.

Should this proposal be acceptable, please sign and return:

Kilroy Realty TRS, Inc.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_



PLANNED PROJECT MANAGEMENT EFFORT

Project #: T1770-01 / 18-00915.00  
 Project Name: KOP - Phase IC (Add Service Request)

Start: 1/1/2020  
 End: 2/28/2022

Team Member	TOTAL	Phase >>>																													
		Construction Jan-20	Construction Feb-20	Construction Mar-20	Construction Apr-20	Construction May-20	Construction Jun-20	Construction Jul-20	Construction Aug-20	Construction Sep-20	Construction Oct-20	Construction Nov-20	Construction Dec-20	Construction Jan-21	Construction Feb-21	Construction Mar-21	Construction Apr-21	Construction May-21	Construction Jun-21	Construction Jul-21	Construction Aug-21	Construction Sep-21	Construction Oct-21	Construction Nov-21	Closeout Dec-21	Closeout Jan-22	Closeout Feb-22				
<b>Project Staffing Hours</b>																															
Senior Project Manager	1,279	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	42	34	9			
Project Manager	2,153	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	87	69	68	26			
Associate Director	855	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	25	25	9			
Cost Manager	2,541	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	68	68	17			
Vice President	87	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	-			
Senior Scheduler	545	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	9	9	-				
<b>Total Hours</b>	<b>7,459</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>306</b>	<b>289</b>	<b>289</b>	<b>289</b>	<b>208</b>	<b>199</b>	<b>61</b>	
<b>Total Fee</b>																															
Senior Project Manager	256,162	10,121	10,121	10,121	10,121	10,121	10,121	10,121	10,121	10,121	10,121	10,121	10,121	10,121	10,627	10,627	10,627	10,627	10,627	10,627	10,627	10,627	10,627	10,627	10,627	8,678	7,286	1,860			
Project Manager	387,395	15,138	15,138	15,138	15,138	15,138	15,138	15,138	15,138	15,138	15,138	15,138	15,138	15,138	15,894	15,894	15,894	15,894	15,894	15,894	15,894	15,894	15,894	15,894	15,894	12,716	13,184	5,007			
Associate Director	171,281	6,747	6,747	6,747	6,747	6,747	6,747	6,747	6,747	6,747	6,747	6,747	6,747	6,747	7,084	7,084	7,084	7,084	7,084	7,084	7,084	7,084	7,084	7,084	7,084	5,136	5,393	1,860			
Cost Manager	443,811	17,646	17,646	17,646	17,646	17,646	17,646	17,646	17,646	17,646	17,646	17,646	17,646	17,646	18,528	18,528	18,528	18,528	18,528	18,528	18,528	18,528	18,528	18,528	18,528	12,198	12,808	3,242			
Vice President	27,480	1,069	1,069	1,069	1,069	1,069	1,069	1,069	1,069	1,069	1,069	1,069	1,069	1,069	1,123	1,123	1,123	1,123	1,123	1,123	1,123	1,123	1,123	1,123	1,123	1,123	1,123	-			
Senior Scheduler	97,410	4,541	4,541	4,541	4,541	4,541	4,541	4,541	4,541	4,541	4,541	4,541	4,541	4,541	4,768	4,768	4,768	4,768	4,768	4,768	4,768	4,768	4,768	4,768	1,589	1,589	-				
<b>Total Fee</b>	<b>\$ 1,383,538</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 55,261</b>	<b>\$ 58,024</b>	<b>\$ 58,024</b>	<b>\$ 58,024</b>	<b>\$ 58,024</b>	<b>\$ 58,024</b>	<b>\$ 58,024</b>	<b>\$ 58,024</b>	<b>\$ 58,024</b>	<b>\$ 58,024</b>	<b>\$ 58,024</b>	<b>\$ 58,024</b>	<b>\$ 54,846</b>	<b>\$ 54,846</b>	<b>\$ 54,846</b>	<b>\$ 39,850</b>	<b>\$ 39,850</b>	<b>\$ 11,968</b>





INVOICE

Kilroy Realty TRS, Inc.  
 c/o Kilroy Realty Corporation  
 Attn: Jonas Vass  
 100 1st Street, Suite 250  
 San Francisco, CA 94105

December 31, 2019  
 Project No: 18-00915.00  
 Invoice No: <Draft>  
 Profit Center 010:PMA:NOR

Project 18-00915.00 T1770-01 Oyster Point Phases IC & IIC

**PROJECT NO. T177000-DV-064; CONTRACT NO. T1770-01**

**Professional Services from October 8, 2019 to December 31, 2019**  
**Professional Personnel**

	Hours	Rate	Amount	
Vice President/Regional Director	1.00	309.00	309.00	
Project Manager	206.00	180.00	37,080.00	
Scheduler	24.00	185.00	4,440.00	
Senior Cost Manager	108.50	180.00	19,530.00	
Cost Manager	142.00	165.00	23,430.00	
Project Engineer	212.00	145.00	30,740.00	
Totals	693.50		115,529.00	
<b>Total Labor</b>				<b>115,529.00</b>

**Reimbursable Expenses**

Bipes, Katie			258.83	
Ross, Jarrod			152.13	
Mulcahy, Ross			138.47	
<b>Total Reimbursables</b>		<b>1.0 times</b>	<b>549.43</b>	<b>549.43</b>

**Billing Limits**

	Current	Prior	To-Date	
Labor	115,529.00	1,633,193.50	1,748,722.50	
Limit			1,633,300.50	
<b>Adjustment</b>				<b>-115,422.00</b>
Expenses	549.43	6,510.29	7,059.72	
Limit			40,919.22	
Remaining			33,859.50	

**Total this Invoice \$656.43**

**CUMMING CONSTRUCTION MANAGEMENT, INC.**

25220 Hancock Ave., Suite 440 | Murrieta, CA 92562  
 Phone: 951.252.8555 | Fax: 951.252.8560  
 ccorpUSA.com

**ACH / Wire Payment:**

Fifth Third Bank  
 Cumming Construction Management Inc.  
 Account No: 7027049696  
 ABA No: 042000314

Tax ID: 20-8782096

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Project	18-00915.00	T1770-01 Oyster Point Phases IC & IIC	Invoice	<Draft>
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**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
79482	10/31/2019	60,025.18
<b>Total</b>		<b>60,025.18</b>

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Cumming Construction Management Inc.  
Account No: 7027049696  
ABA No: 042000314

Tax ID: 20-8782096

Billing Backup

Thursday, January 2, 2020

CUMMING

Invoice <Draft> Dated 12/31/2019

3:47:41 PM

Project 18-00915.00 T1770-01 Oyster Point Phases IC & IIC

Professional Personnel

			Hours	Rate	Amount
Vice President/Regional Director					
100995	Thompson, Christopher	10/8/2019	1.00	309.00	309.00
Project Manager					
101240	Erfani, Arash	10/24/2019	2.00	180.00	360.00
101240	Erfani, Arash	10/25/2019	1.00	180.00	180.00
101240	Erfani, Arash	10/25/2019	3.00	180.00	540.00
101240	Erfani, Arash	10/28/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	10/29/2019	7.00	180.00	1,260.00
101240	Erfani, Arash	10/30/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	10/31/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	11/1/2019	5.00	180.00	900.00
101240	Erfani, Arash	11/4/2019	4.00	180.00	720.00
101240	Erfani, Arash	11/5/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	11/6/2019	4.00	180.00	720.00
101240	Erfani, Arash	11/7/2019	5.00	180.00	900.00
101240	Erfani, Arash	11/8/2019	4.00	180.00	720.00
101240	Erfani, Arash	11/11/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	11/12/2019	8.00	180.00	1,440.00
101240	Erfani, Arash	11/13/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	11/14/2019	8.00	180.00	1,440.00
101240	Erfani, Arash	11/15/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	11/18/2019	5.00	180.00	900.00
101240	Erfani, Arash	11/19/2019	8.00	180.00	1,440.00
101240	Erfani, Arash	11/20/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	11/21/2019	8.00	180.00	1,440.00
101240	Erfani, Arash	11/22/2019	4.00	180.00	720.00
101240	Erfani, Arash	11/25/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	11/26/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	11/27/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	12/6/2019	8.00	180.00	1,440.00
101240	Erfani, Arash	12/9/2019	4.00	180.00	720.00
101240	Erfani, Arash	12/10/2019	6.00	180.00	1,080.00
101240	Erfani, Arash	12/11/2019	8.00	180.00	1,440.00
101240	Erfani, Arash	12/12/2019	7.00	180.00	1,260.00
101240	Erfani, Arash	12/13/2019	5.00	180.00	900.00
101240	Erfani, Arash	12/23/2019	8.00	180.00	1,440.00
101240	Erfani, Arash	12/24/2019	5.00	180.00	900.00
101240	Erfani, Arash	12/26/2019	5.00	180.00	900.00
101240	Erfani, Arash	12/30/2019	5.00	180.00	900.00
101240	Erfani, Arash	12/31/2019	3.00	180.00	540.00
Scheduler					
101769	Lee, Albert	11/4/2019	.50	185.00	92.50
101769	Lee, Albert	11/7/2019	1.00	185.00	185.00

**CUMMING CONSTRUCTION MANAGEMENT, INC.**

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**ACH / Wire Payment:**

Fifth Third Bank  
 Cumming Construction Management Inc.  
 Account No: 7027049696  
 ABA No: 042000314

Tax ID: 20-8782096

TAB G Page 31 of 61

Project	18-00915.00	T1770-01 Oyster Point Phases IC & IIC			Invoice	<Draft>
101769	Lee, Albert	11/14/2019	1.25	185.00	231.25	
101769	Lee, Albert	11/18/2019	.50	185.00	92.50	
101769	Lee, Albert	11/21/2019	2.00	185.00	370.00	
101769	Lee, Albert	11/25/2019	.50	185.00	92.50	
101769	Lee, Albert	11/26/2019	1.50	185.00	277.50	
101769	Lee, Albert	12/1/2019	2.00	185.00	370.00	
101769	Lee, Albert	12/2/2019	5.00	185.00	925.00	
101769	Lee, Albert	12/3/2019	2.50	185.00	462.50	
101769	Lee, Albert	12/5/2019	1.50	185.00	277.50	
101769	Lee, Albert	12/8/2019	.50	185.00	92.50	
101769	Lee, Albert	12/9/2019	.50	185.00	92.50	
101769	Lee, Albert	12/12/2019	1.25	185.00	231.25	
101769	Lee, Albert	12/19/2019	1.50	185.00	277.50	
101769	Lee, Albert	12/24/2019	.50	185.00	92.50	
101769	Lee, Albert	12/30/2019	1.50	185.00	277.50	
Senior Cost Manager						
101118	Ross, Jarrod	11/1/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	11/4/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	11/5/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	11/6/2019	1.00	180.00	180.00	
101118	Ross, Jarrod	11/7/2019	4.00	180.00	720.00	
101118	Ross, Jarrod	11/11/2019	1.00	180.00	180.00	
101118	Ross, Jarrod	11/12/2019	1.00	180.00	180.00	
101118	Ross, Jarrod	11/13/2019	1.50	180.00	270.00	
101118	Ross, Jarrod	11/14/2019	2.50	180.00	450.00	
101118	Ross, Jarrod	11/15/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	11/18/2019	1.00	180.00	180.00	
101118	Ross, Jarrod	11/19/2019	1.00	180.00	180.00	
101118	Ross, Jarrod	11/20/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	11/21/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	11/22/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	11/25/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	11/26/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	11/27/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	12/2/2019	1.00	180.00	180.00	
101118	Ross, Jarrod	12/3/2019	1.00	180.00	180.00	
101118	Ross, Jarrod	12/4/2019	4.00	180.00	720.00	
101118	Ross, Jarrod	12/5/2019	3.50	180.00	630.00	
101118	Ross, Jarrod	12/6/2019	4.00	180.00	720.00	
101118	Ross, Jarrod	12/9/2019	1.00	180.00	180.00	
101118	Ross, Jarrod	12/10/2019	3.50	180.00	630.00	
101118	Ross, Jarrod	12/11/2019	5.00	180.00	900.00	
101118	Ross, Jarrod	12/12/2019	4.00	180.00	720.00	
101118	Ross, Jarrod	12/13/2019	3.00	180.00	540.00	
101118	Ross, Jarrod	12/16/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	12/17/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	12/18/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	12/19/2019	4.00	180.00	720.00	
101118	Ross, Jarrod	12/20/2019	4.00	180.00	720.00	
101118	Ross, Jarrod	12/23/2019	2.50	180.00	450.00	
101118	Ross, Jarrod	12/24/2019	3.00	180.00	540.00	

**CUMMING CONSTRUCTION MANAGEMENT, INC.**

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**ACH / Wire Payment:**

Fifth Third Bank  
 Cumming Construction Management Inc.  
 Account No: 7027049696  
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Tax ID: 20-8782096

**TAB G Page 32 of 61**

Project	18-00915.00	T1770-01 Oyster Point Phases IC & IIC			Invoice	<Draft>
101118	Ross, Jarrod	12/26/2019	2.50	180.00	450.00	
101118	Ross, Jarrod	12/27/2019	2.00	180.00	360.00	
101118	Ross, Jarrod	12/30/2019	3.00	180.00	540.00	
101118	Ross, Jarrod	12/31/2019	.50	180.00	90.00	
101469	Trabert, Robert	11/19/2019	8.00	180.00	1,440.00	
101469	Trabert, Robert	11/20/2019	10.00	180.00	1,800.00	
<b>Cost Manager</b>						
101675	Mulcahy, Ross	11/4/2019	1.00	165.00	165.00	
101675	Mulcahy, Ross	11/5/2019	3.00	165.00	495.00	
101675	Mulcahy, Ross	11/6/2019	3.00	165.00	495.00	
101675	Mulcahy, Ross	11/7/2019	2.00	165.00	330.00	
101675	Mulcahy, Ross	11/8/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	11/11/2019	3.00	165.00	495.00	
101675	Mulcahy, Ross	11/12/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	11/13/2019	3.00	165.00	495.00	
101675	Mulcahy, Ross	11/14/2019	3.00	165.00	495.00	
101675	Mulcahy, Ross	11/15/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	11/18/2019	6.00	165.00	990.00	
101675	Mulcahy, Ross	11/19/2019	5.00	165.00	825.00	
101675	Mulcahy, Ross	11/20/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	11/21/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	11/22/2019	2.00	165.00	330.00	
101675	Mulcahy, Ross	11/25/2019	3.00	165.00	495.00	
101675	Mulcahy, Ross	11/26/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	11/27/2019	2.00	165.00	330.00	
101675	Mulcahy, Ross	12/2/2019	5.00	165.00	825.00	
101675	Mulcahy, Ross	12/3/2019	5.00	165.00	825.00	
101675	Mulcahy, Ross	12/4/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	12/5/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	12/9/2019	3.00	165.00	495.00	
101675	Mulcahy, Ross	12/10/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	12/11/2019	5.00	165.00	825.00	
101675	Mulcahy, Ross	12/12/2019	6.00	165.00	990.00	
101675	Mulcahy, Ross	12/13/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	12/16/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	12/17/2019	3.00	165.00	495.00	
101675	Mulcahy, Ross	12/18/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	12/19/2019	5.00	165.00	825.00	
101675	Mulcahy, Ross	12/20/2019	3.00	165.00	495.00	
101675	Mulcahy, Ross	12/23/2019	5.00	165.00	825.00	
101675	Mulcahy, Ross	12/24/2019	2.00	165.00	330.00	
101675	Mulcahy, Ross	12/26/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	12/27/2019	3.00	165.00	495.00	
101675	Mulcahy, Ross	12/30/2019	4.00	165.00	660.00	
101675	Mulcahy, Ross	12/31/2019	5.00	165.00	825.00	
<b>Project Engineer</b>						
101009	Bipes, Katie	11/1/2019	6.00	145.00	870.00	
101009	Bipes, Katie	11/4/2019	7.00	145.00	1,015.00	
101009	Bipes, Katie	11/5/2019	7.00	145.00	1,015.00	
101009	Bipes, Katie	11/6/2019	3.00	145.00	435.00	
101009	Bipes, Katie	11/7/2019	7.00	145.00	1,015.00	

**CUMMING CONSTRUCTION MANAGEMENT, INC.**

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Fifth Third Bank  
 Cumming Construction Management Inc.  
 Account No: 7027049696  
 ABA No: 042000314

Tax ID: 20-8782096

Project	18-00915.00	T1770-01 Oyster Point Phases IC & IIC	Invoice	<Draft>
101009	Bipes, Katie	11/8/2019	3.00 145.00	435.00
101009	Bipes, Katie	11/11/2019	6.00 145.00	870.00
101009	Bipes, Katie	11/12/2019	7.00 145.00	1,015.00
101009	Bipes, Katie	11/13/2019	5.00 145.00	725.00
101009	Bipes, Katie	11/14/2019	8.00 145.00	1,160.00
101009	Bipes, Katie	11/15/2019	6.00 145.00	870.00
101009	Bipes, Katie	11/18/2019	6.00 145.00	870.00
101009	Bipes, Katie	11/19/2019	5.00 145.00	725.00
101009	Bipes, Katie	11/20/2019	7.00 145.00	1,015.00
101009	Bipes, Katie	11/21/2019	5.00 145.00	725.00
101009	Bipes, Katie	11/22/2019	2.00 145.00	290.00
101009	Bipes, Katie	12/2/2019	6.00 145.00	870.00
101009	Bipes, Katie	12/3/2019	8.00 145.00	1,160.00
101009	Bipes, Katie	12/4/2019	5.00 145.00	725.00
101009	Bipes, Katie	12/5/2019	6.00 145.00	870.00
101009	Bipes, Katie	12/6/2019	2.00 145.00	290.00
101009	Bipes, Katie	12/9/2019	2.00 145.00	290.00
101009	Bipes, Katie	12/10/2019	8.00 145.00	1,160.00
101009	Bipes, Katie	12/11/2019	4.00 145.00	580.00
101009	Bipes, Katie	12/12/2019	8.00 145.00	1,160.00
101009	Bipes, Katie	12/13/2019	5.00 145.00	725.00
101009	Bipes, Katie	12/16/2019	4.00 145.00	580.00
101009	Bipes, Katie	12/17/2019	8.00 145.00	1,160.00
101009	Bipes, Katie	12/18/2019	3.00 145.00	435.00
101009	Bipes, Katie	12/19/2019	8.00 145.00	1,160.00
101009	Bipes, Katie	12/20/2019	6.00 145.00	870.00
101009	Bipes, Katie	12/23/2019	8.00 145.00	1,160.00
101009	Bipes, Katie	12/24/2019	8.00 145.00	1,160.00
101009	Bipes, Katie	12/26/2019	5.00 145.00	725.00
101009	Bipes, Katie	12/27/2019	4.00 145.00	580.00
101009	Bipes, Katie	12/30/2019	8.00 145.00	1,160.00
101009	Bipes, Katie	12/31/2019	6.00 145.00	870.00
	Totals		693.50	115,529.00
	<b>Total Labor</b>			<b>115,529.00</b>

**Reimbursable Expenses**

Bipes, Katie

EX 000000062632	11/5/2019	📄 Bipes, Katie / SF office to KOP	13.34
EX 000000062632	11/12/2019	📄 Bipes, Katie / SF office to KOP	13.34
EX 000000062632	11/12/2019	📄 Bipes, Katie / NO ITMZD Cafe Bunn Mi-San Francisco CA	84.83
EX 000000062632	11/13/2019	📄 Bipes, Katie / SF office to KOP	13.34
EX 000000062632	11/19/2019	📄 Bipes, Katie / SF office to KOP and back	13.34
EX 000000062632	11/21/2019	📄 Bipes, Katie / SF office to KOP and back	13.34
EX 000000062632	12/3/2019	📄 Bipes, Katie / SF office to KOP and back	13.34
EX 000000062632	12/4/2019	📄 Bipes, Katie / SF office to SSF City Hall	13.92
EX 000000062632	12/5/2019	📄 Bipes, Katie / SF office to KOP and back	13.34
EX 000000062632	12/10/2019	📄 Bipes, Katie / SF office to KOP and back	13.34
EX 000000062632	12/11/2019	📄 Bipes, Katie / SF office to KOP and back	13.34
EX 000000062632	12/12/2019	📄 Bipes, Katie / SF office to KOP and back	13.34
EX 000000062632	12/17/2019	📄 Bipes, Katie / SF office to KOP and back	13.34

**CUMMING CONSTRUCTION MANAGEMENT, INC.**

25220 Hancock Ave., Suite 440 | Murrieta, CA 92562  
 Phone: 951.252.8555 | Fax: 951.252.8560  
 ccorpUSA.com

**ACH / Wire Payment:**

Fifth Third Bank  
 Cumming Construction Management Inc.  
 Account No: 7027049696  
 ABA No: 042000314

Tax ID: 20-8782096



**TAB G Page 34 of 61**

Project	18-00915.00	T1770-01 Oyster Point Phases IC & IIC	Invoice	<Draft>
EX 000000062632	12/19/2019	📄 Bipes, Katie / SF officeto KOP and back	13.34	
<b>Ross, Jarrod</b>				
EX 000000061759	10/3/2019	📄 Ross, Jarrod / Lyft-Site to SF Office	27.64	
EX 000000061759	10/24/2019	📄 Ross, Jarrod / Getaround-KOP Phase IC SF	27.55	
EX 000000062552	11/7/2019	📄 Ross, Jarrod / SHELL-fuel for rental car	10.01	
EX 000000062552	11/7/2019	📄 Ross, Jarrod / Getaround-Car rental 3.5 hrs	16.44	
EX 000000062552	12/11/2019	📄 Ross, Jarrod / Shell-fuel for rental car	10.11	
EX 000000062552	12/11/2019	📄 Ross, Jarrod / Getaround-Car rental 10 hrs	39.14	
EX 000000062552	12/12/2019	📄 Ross, Jarrod / Getaround-Car rental 3.5 hrs	21.24	
<b>Mulcahy, Ross</b>				
EX 000000061038	10/10/2019	📄 Mulcahy, Ross / Lyft-San Francisco CA	27.36	
EX 000000061038	10/17/2019	📄 Mulcahy, Ross / Uber-San Francisco CA	27.83	
EX 000000061038	10/31/2019	📄 Mulcahy, Ross / Uber-San Francisco CA	27.74	
EX 000000061038	10/31/2019	📄 Mulcahy, Ross / Lyft-San Francisco CA	24.63	
EX 000000061902	11/14/2019	📄 Mulcahy, Ross / Lyft-San Francisco CA	30.91	
<b>Total Reimbursables</b>			<b>1.0 times</b>	<b>549.43</b>
			<b>Total this Project</b>	<b>\$116,078.43</b>
			<b>Total this Report</b>	<b>\$116,078.43</b>

**CUMMING CONSTRUCTION MANAGEMENT, INC.**  
 25220 Hancock Ave., Suite 440 | Murrieta, CA 92562  
 Phone: 951.252.8555 | Fax: 951.252.8560  
 ccorpUSA.com

**ACH / Wire Payment:**  
 Fifth Third Bank  
 Cumming Construction Management Inc.  
 Account No: 7027049696  
 ABA No: 042000314

Tax ID: 20-8782096

Stamped to Lisa 8.25.21



MEMORANDUM

To: Eunejune Kim  
From: Lisa Romanoski, City of South San Francisco Consultant  
Date: 8/10/2021  
Subject: Kilroy Oyster Point Development: ASR #10 – Langan Add Service Request – Phase IC (On- and Off-Site)

Langan has submitted add service requests for continuing on- and off-site services due to the protracted construction schedule. We processed a similar request in September 2020 for both on- and off-site services and were apprised at the time that we would most likely need to sign additional requests to see us through to the end of the project. So attached are the anticipated add services resulting from those conversations. These add services have been included in the current ROPs request. Details of the requests are as follows.

For on-site services, Langan is requesting additional budget for construction observation for grading, roads, and utilities; labor and analytical lab expenses for material characterization for disposal; preparation and coordination of two additional out of scope interim completion reports for regulatory agencies; and construction administration and project management services. The total request comes to \$229,057 with Agency share at \$86,358. The cost share is different per task as shown on page 2 of the on-site services request.

The off-site services additional budget request covers the cost of using TMI to perform special inspections to assess conformance of new project components with plans and specs. It also covers Langan field and office labor and includes a subconsultant mark-up of 10% to cover processing expenses. Total for the request is \$216,290 with Agency share at \$112,471 (cost share is 52/48% for Agency/Developer, commensurate with soft cost splits).

Pursuant to Agreement for Development Management Services, Section 2.3(j) "Value of Single Proposed Change Order [or consultant add service request] and within Project Budget" that is \$ 75,000 or greater, these requests require City Manager Approval. Both requests are recommended for approval. For on-site services, please sign on page 2 of the memo. For off-site services, please sign on page 1 of the memo.

Sincerely,

Lisa Romanoski  
Project Manager

APPROVED:   
By: Eunejune Kim, Public Works Director  
8/25/2021  
Date

APPROVED:   
By: Mike Futrell, City Manager  
8/25/2021  
Date

Attachments:  
Langan On-Site ASA #10 (7 pages)  
Langan Off-Site ASA #10 (12 pages)

8/10/2021: Langan ASA #10 (On-

id Co., Inc.,



Digitally signed by  
Maurice Kaufman  
DN: C=US  
E=maurice@wo-3.com,  
CN=Maurice Kaufman  
Date: 2021.08.20  
11:45:56-0700

CC: Maurice Kaufmann, \_\_\_\_\_  
West Coast Code Consultants, Inc., City of South San Francisco Consultant

Dennis Wong  
Swinerton, City of South San Francisco Consultant



ASA Approval - 10

<b>ASA No:</b>	<b>ASA - 10 (Contract - T1770-11)</b>	<b>Date:</b>	8/8/2021
<b>Change Events:</b>	LANGAN - Construction Administrative Services – ON SITE		
<b>To:</b>	Jonas Vass (Kilroy Realty TRS, Inc.) Eunejune Kim (Director CPW – CSSF)	<b>Cc:</b>	Dennis Wong, Nate Marshall, Jarrod Ross, Ari Erfani

**Description:**

Additional budget is being requested by Langan largely due to the significant project schedule extension that has been reflected in the General Contractor's schedule update of February 2021 (as compared to April 2020). Several tasks and durations have already extended past their original completion dates or are projected to take longer than originally planned. This has affected the scope of services and thus labor hours and/or sub-contractor costs. These include the following tasks which are set out below together with the associated additional fee request:

10.0 – Construction Observation and Testing for Grading	Langan geotechnical labor (on-going)	\$ 32,100.00
12.0 – Characterization of Material for Disposal	Langan environmental labor and analytical laboratory expenses (completed)	\$ 30,477.00
13.0 – Construction Observation and Testing for Roads and Utilities	Langan geotechnical labor	\$ 85,500.00
15.0 – Construction Completion Report	Langan geotechnical and environmental labor	\$ 40,000.00
16.0 – Construction Administration	Ditto	\$ 25,000.00
17.0 – Project Management	7.5% of above	\$ 15,980.00

**TOTAL REQUEST \$229,057.00**

These tasks and associated mark ups are required from Langan Engineering and Environmental Services in addition to the originally proposed & contracted scope of work – (see CO 4 attached) and has been issued in the amount of Two Hundred and Twenty-Nine Thousand, and Fifty-Seven Dollars (\$229,057.00)

This change is fully described in the attached proposal letter dated from Langan April 30, 2021.

**ASA Approval:**

<b>Total Amount:</b>	\$ 229,057.00
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**Actions:**
 **ASA - 10 – Langan Engineering (T1770-11)**
 Formal signature required for Add Service Agreement change to the original Langan Engineering (T1770-11) contract.

This authorization is requested of the City of South San Francisco (on behalf of the Successor Agency) and Kilroy Realty TRS, Inc. for work carried out in accordance with the attached ASA – 10 for Langan Contract T1770-11.


RFC No:	TOTAL - CO REQUEST	PHASE IC	Phase IC – Agency	Phase IC – Developer	PHASE ID & IID
Langan ASR 10 – ON SITE – CA Services	\$229,057.00	\$229,057.00	\$86,358.00	\$142,699.00	\$0



See below for Add Service Request budget allocation split:

Langan ASA-10 _ ON-SITE CA SERVICES - Split						
Langan		ASA - 10	Percentage Allocation		Budget Allocation	
			Agency (%)	Dev. (%)	Agency (\$)	Dev. (\$)
1.10	Geophysical Survey for Metallic Objects		100%	0%	\$ -	\$ -
1.20	Test Pits for Metallic Objects (excl. contractor)		100%	0%	\$ -	\$ -
2.10	Test Pits for Gas Barrier Trench (excl. contractor)		100%	0%	\$ -	\$ -
2.20	Schematic Design for Barrier Repair/Replacement		0%	100%	\$ -	\$ -
3.00	Pre-excavation Soil Sampling (excl. contractor)		52%	48%	\$ -	\$ -
3.10	Geotechnical Soil Sample		52%	48%	\$ -	\$ -
	<b>Health and Safety Plan for Tasks 1, 2, and 3 (incl. in Task 15)</b>				\$ -	\$ -
5.00	Geotechnical Specifications for Soil-Cement Wall		0%	100%	\$ -	\$ -
6.00	Geotechnical and Environmental Review of Design Drawings		52%	48%	\$ -	\$ -
7.00	Construction Observation for Temp. Road and Utilities**		20%	80%	\$ -	\$ -
8.00	Monitoring Well Abandonment & Replacement (16 wells)				\$ -	\$ -
	Public Right-of-Way portion		20%	80%	\$ -	\$ -
	Agency portion		100%	0%	\$ -	\$ -
	OPD portion		0%	100%	\$ -	\$ -
9.00	Material Evaluation and Stockpiling		100%	0%	\$ -	\$ -
10.00	Construction Observation and Testing for Grading**	\$ 32,100	100%	0%	\$ 32,100	\$ -
11.00	Dust Monitoring (78 days)		100%	0%	\$ -	\$ -
12.00	Characterization for Material Disposal	\$ 30,477	52%	48%	\$ 15,848	\$ 14,629
13.00	Construction Observation and Testing for Roads and Utilities**	\$ 85,500	20%	80%	\$ 17,100	\$ 68,400
14.00	Meetings and Consultation (incl. in Task 15)				\$ -	\$ -
15.00	Construction Completion Report (1 interim, 1 final)	\$ 40,000	0%	100%	\$ -	\$ 40,000
16.00	Construction Administration	\$ 25,000	52%	48%	\$ 13,000	\$ 12,000
17.00	Project Management @ 7.5%	\$ 15,980	52%	48%	\$ 8,310	\$ 7,670
<b>TOTAL</b>		<b>\$ 229,057</b>	<b>38%</b>	<b>62%</b>	<b>\$ 86,358</b>	<b>\$ 142,699</b>

Approvals – City of SSF (SA) & Kilroy Realty TRS, Inc.

DocuSigned by:  
  
 A415FDCE1B2A413... 8/25/2021

\_\_\_\_\_  
 Eunejune Kim Date  
 Director - Public Works (CSSF)

 8/26/21  
 \_\_\_\_\_  
 Mike Futrell Date  
 City Manager, SSF

\_\_\_\_\_  
 Jonas Vass or Nate Marshall Date



Technical Excellence  
Practical Experience  
Client Responsiveness

30 April 2021

Jonas Vass  
KR Oyster Point I, LLC  
c/o Kilroy Realty Corporation  
100 First Street, Suite 250  
San Francisco, CA 94105

**Subject: Change Order #4: Construction Administration Services – ON-SITE  
Oyster Point Properties Grading and Site Development Phase I and Phase II  
South San Francisco, California  
Langan Project: 730480111**

Dear Mr. Vass:

Langan Engineering and Environmental Services, Inc. (Langan) has been providing Construction Administration (CA) services during grading and landfill cap work within the Phase I and II portions of the Oyster Point Properties in South San Francisco, California, in accordance with the agreement between OPD and Langan that became effective on 1 March 2018. We have to date submitted Change Orders #1, 2.1, 2.2, 2.3, 3.1, and 3.2 to you for additional labor provided and expenses incurred due to a number of unanticipated and unplanned conditions encountered during the pre-construction and construction phases, all of which have been approved.

At this time, additional budget is being requested largely due to the significant project schedule extension that is reflected in Teichert Construction's schedule update of February 2021. For several tasks, durations have already extended well past their original completion dates or are at this time projected to take longer than originally planned.

### **SCOPE OF SERVICES: ADDITIONS, INCREASES, AND UNDERRUNS**

The nature of the changes anticipated, largely due to the extension in Teichert's construction schedule as compared to that of April 2020, and their effect on the scope of services and thus labor hours and/or sub-contractor costs are outlined task-by-task in the paragraphs below.

#### **Task 10.0 – Construction Observation and Testing for Grading**

Under this task, Langan has provided the necessary environmental and geotechnical field labor and office/management support for oversight of Teichert's (and their subcontractors) re-grading, excavation and off-haul, and cement treatment of landfill refuse and import and placement of soil for the clay layer and erosion protection layer. During installation of utilities and improvements, the clay cap has been encountered higher than anticipated in several areas. Because of this, the existing clay cap and underlying refuse has been over-excavated and replaced with a new clay cap according to Wilsey Ham's clay cap repair detail. Construction observation during this



Change Order #4 for Construction Administration Services  
 Oyster Point Properties Grading and Site Development Phase I and Phase II  
 South San Francisco, California  
 Langan Project: 730480111

30 April 2021  
 Page 2

unanticipated task has taken the fee over the anticipated budget by \$1,642 as of 9 April 2021. In addition, we are currently projecting that additional geotechnical field labor and office/management support will be required for oversight of activities associated with the remaining work due to the extension in the project schedule (dated February 2021).

- At this time, based on a review of Teichert's February 2021 schedule, we anticipate that additional field work will be needed to complete this task. Pending areas of regrading specifically include: the remaining area within Phase IID pad, Phase IV, and the marina parking lot. This request is based on an estimated 16 days of additional field work at an average of three-quarters-time (\$1,900/day) level of effort (i.e., \$30,400.00) plus the budget overage as of the end of March 2021.

<i>Teichert Schedule (February 2021)</i>	<i>Additional Duration (as of 3/30/2021)</i>
Page 11	1
Page 12	15
Projected Total Days	16

### **Task 12.0 – Characterization for Material Disposal**

At the time that Langan prepared and submitted Change Orders #3.1 and 3.2 (July 2020, revised September 2020), we believed that no further work was going to be required under this task and therefore reallocated remaining budget to other tasks. Since then, at the request of Teichert, we have collected samples of potential waste material of unknown origin (e.g., in BTI bins) for laboratory analysis and data interpretation. The extra charges incurred (July, September, and October 2020 invoices) currently total \$30,477.27. We are requesting additional budget to cover these labor hours and analytical laboratory costs. In the event that additional, unknown potential waste material is discovered or waste requiring characterization and disposal is generated during monitoring network abandonment and replacement (Task 8.0, on-going), we assume that the costs associated with sampling and analysis will be minor, such that they can be covered by utilizing excess budget from other tasks that are currently projected to underrun their budgets.

### **Task 13.0 – Construction Observation and Testing for Roads and Utilities**

The original scope of services and fee estimate for this task was based on a projected (by Teichert) task duration of 113 days. As previously noted (September 2019), when Langan reviewed Teichert's June 2019 schedule update, we estimated that approximately 1,000 hours of field labor would be required to complete this task. Subsequently, based on a review of Teichert's April 2020 schedule, we anticipated that an additional 190 days of field work would be needed to complete this task.

Change Order #4 for Construction Administration Services  
 Oyster Point Properties Grading and Site Development Phase I and Phase II  
 South San Francisco, California  
 Langan Project: 730480111

30 April 2021  
 Page 3

- At this time, based on a review of Teichert's February 2021 schedule, we anticipate that additional field work will be needed to complete this task. These additional days of field work are due to activities that were expected to be completed in 2020, but still remain and additional items on Teichert's updated schedule. This request is based on an estimated 45 days of additional field work at an average of three-quarters-time (\$1,900/day) level of effort (i.e., \$85,500.00).

<i>Teichert Schedule (February 2021)</i>	<i>Remaining Additional Days (as of 3/30/2021)</i>
Page 8	6
Page 9	7
Page 10	20
Page 12	2
Page 13	2
Page 14	8
<b>Projected Additional Days</b>	<b>45</b>

### **Task 15.0 – Construction Completion Report**

The original scope of services and fee estimate for this task assumed that a single Construction Completion Report would be prepared for all of the landfill re-grading and re-capping work in this original phase of construction. To date, in order to document the successful completion of the Phase ID building pad in a manner that would allow the regulators to approve the work and thereby allow vertical construction to begin, Langan has prepared and submitted to the regulatory agencies the Interim Construction Completion Report for Phase ID (April 2020; updated May 2020); the (First) Interim Construction Completion Report for Phase IC (March 2020); and the Second Interim Construction Completion Report for Phase IC (November 2020).

With this Change Order, Langan is requesting additional budget for projected costs that are anticipated to be incurred to prepare and submit for regulatory review and approval two additional, out-of-scope interim completion reports in order to accommodate the development schedule of Phase 2, which includes the "shark fin" portion of the landfill and immediately adjacent areas. A single additional interim report would have been necessary and sufficient in order to accommodate the construction schedule for Phase 2, but the continued presence of a PG&E transformer (to be abandoned at a later date, pending completion of certain electrical utility work) necessitates splitting what would otherwise have been one report into two reports.

Change Order #4 for Construction Administration Services  
 Oyster Point Properties Grading and Site Development Phase I and Phase II  
 South San Francisco, California  
 Langan Project: 730480111

30 April 2021  
 Page 4

### Task 16.0 – Construction Administration

As described in previous progress reports and change order requests, the original task budget has to date absorbed significant out-of-scope work, including additional RFIs and submittals reviewed as the project duration was extended. At this time, the budget authorized to date has been exhausted, however, Teichert’s work is not yet complete, and we anticipate that there will be some number of additional RFIs and submittals that will require review and that there will be continued requests for technical support of Teichert’s construction activities.

With this Change Order, Langan is requesting additional budget for projected costs that are anticipated to be incurred through project completion (at an average rate of approximately \$2,500 per month), as depicted in Teichert’s current schedule (February 2021).

### Task 17.0 – Project Management

The original scope of services and fee estimate included 7.5% for project management activities, including budget and schedule tracking, personnel scheduling, monthly invoicing, and preparation of monthly progress reports.

- Due to the substantial schedule extension and commensurate increase in our scope of services, at this time we are requesting for this task a proportional budget increase, i.e., 7.5% of the total fee increase requested, for this task.

### FEE REQUEST

<i>Task</i>	<i>Description</i>	<i>Fee Request</i>
10.0 – Construction Observation and Testing for Grading	Langan geotechnical labor (on-going)	<b>\$ 32,100.00</b>
12.0 – Characterization of Material for Disposal	Langan environmental labor and analytical laboratory expenses (completed)	<b>\$ 30,477.27</b>
13.0 – Construction Observation and Testing for Roads and Utilities	Langan geotechnical labor	<b>\$ 85,500.00</b>
15.0 – Construction Completion Report	Langan geotechnical and environmental labor	<b>\$ 40,000.00</b>
16.0 – Construction Administration	Langan geotechnical and environmental labor	<b>\$ 25,000.00</b>

Change Order #4 for Construction Administration Services  
 Oyster Point Properties Grading and Site Development Phase I and Phase II  
 South San Francisco, California  
 Langan Project: 730480111

30 April 2021  
 Page 5

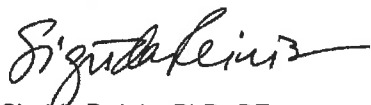
17.0 – Project Management	7.5% of above	<b>\$ 15,980.00</b>
<b>TOTAL REQUEST</b>		<b>\$229,057.27</b>

We respectfully request that you issue a Purchase Order authorizing the above total amount at your earliest convenience.

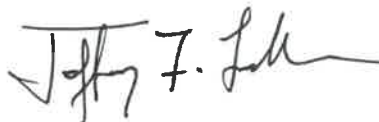
We appreciate the opportunity to be of service to Kilroy on this project and look forward to continuing our work with your team. If you have any questions, please call.

Sincerely yours,

**Langan Engineering and Environmental Services, Inc.**



Sigrida Reinis, PhD, PE  
 Associate



Jeffrey F. Ludlow, PG  
 Principal

[730480111.53 SR\\_CO4-SC ON SITE-CA SERVICES\\_03302021.DOCX](#)



ASA Approval - 10

<b>ASA No:</b>	<b>ASA - #10</b>	<b>Date:</b>	8/8/2021
<b>Change Events:</b>	LANGAN - Construction Administrative Services – OFF SITE – Additional Special Inspections Services		
<b>To:</b>	Jonas Vass (Kilroy Realty TRS, Inc.) Eunejune Kim (Director CPW – CSSF)	<b>Cc:</b>	Dennis Wong, Nate Marshall, Jarrod Ross, Ari Erfani

**Description:**

Due to additional special inspections and testing activities that are not currently included in Langan’s scope of services but have been requested by the City of South San Francisco and Kilroy, this Change Order Request has been prepared to request additional budget, largely for their sub-consultant, Townsend Management, Inc. (TMI) for the newly required on-going inspection activity that is projected to exceed the previously authorized budget (due to task durations that have been extended by project delays)

The inspections, additional project management and associated mark ups required from Langan Engineering and Environmental Services in addition to the originally proposed & contracted scope of work – (see CO 7 attached) has been issued in the amount of Two Hundred and Sixteen Thousand, Two Hundred and Ninety Dollars (\$216,290.00)

This change is fully described in the attached proposal letter dated from Langan March 10, 2021.

**ASA Approval:**

<b>Total Amount:</b>	\$ 216,290.00
----------------------	---------------


**Actions:**

- ASA - #10 – Langan Engineering**
- Formal signature required for Additional Services from Langan Engineering

This authorization is requested of the City of South San Francisco (on behalf of the Successor Agency) and Kilroy Realty TRS, Inc. for work carried out in accordance with the attached ASA – #10 for Langan Engineering.

RFC No:	TOTAL - CO REQUEST	PHASE IC	Phase IC – <u>Agency</u>	Phase IC – <u>Developer</u>	PHASE ID & IID
Langan ASR #10 – OFF SITE – Add'l Special Inspections & Testing Services	\$216,290.00	\$216,290.00	\$112,471.00	\$103,819.00	\$0

Approvals – City of SSF  
(SA) & Kilroy Realty TRS, Inc.

  
Eunejune Kim  
Director - Public Works (CSSF)  
8/25/2021  
Date

  
Mike Futrell  
City Manager, SSF  
8/26/21  
Date

\_\_\_\_\_  
Jonas Vass or Nate Marshall      Date



Technical Excellence  
Practical Experience  
Client Responsiveness

10 March 2021

Jonas Vass  
KR Oyster Point I, LLC  
c/o Kilroy Realty Corporation  
100 First Street, Suite 250  
San Francisco, CA 94105

**Subject: Change Order #7: Construction Administration Services – OFF- SITE  
Oyster Point Properties Grading and Site Development Phase I and Phase II  
South San Francisco, California  
Langan Project: 730480112**

Dear Mr. Vass:

Langan Engineering and Environmental Services, Inc. (Langan) has been providing Construction Administration (CA) services during grading and landfill cap work, including the realignment of major streets and utilities, within the Phase I and II portions of the Oyster Point Properties in South San Francisco, California, in accordance with the agreement between OPD and Langan that become effective on 1 March 2018.

This Change Order has been prepared to request additional budget, largely for our sub-consultant, Townsend Management, Inc. (TMI) for one on-going inspection activity that is projected to exceed the previously-authorized associated budget (due to task durations that have been extended by project delays) and two newly-requested inspection activities that are not currently included in our scope of services but have been requested by the City of South San Francisco/Kilroy.

### **SCOPE OF SERVICES: ADDITIONS AND INCREASES**

The nature of the changes anticipated at this time or encountered to date and their effect on the scope of services are outlined below.

#### **Task 13.1 – Construction Observation and Testing – Special Inspections (ongoing task)**

In order for Kilroy to fulfill certain contractual obligations to the City of South San Francisco, Kilroy previously requested that Langan add to our scope of services the “special inspections” required to assess the conformance of the new streets and utilities with the project plans and specifications; these special inspections currently include, but are not limited to, concrete mix design review, concrete cylinder casting and laboratory testing, concrete reinforcing inspections, welding inspections, and others. Langan has retained TMI as sub-consultant for these services.

At this time, additional special inspections have become necessary or have been specifically requested of TMI, as described in their proposals to Langan dated January 23, 2021 and February 8, 2021 (copies attached):



Change Order #7 for Construction Administration Services  
 Oyster Point Properties Grading and Site Development Phase I and Phase II  
 South San Francisco, California  
 Langan Project: 730480112

10 March 2021  
 Page 2

- |  |                            |
|--|----------------------------|
| • Out-of-scope 4-hr site visits conducted through December 2020        | \$ 22,917.00               |
| • Projected additional 4-hr site visits for January thru December 2021 | \$ 125,000.00 <sup>1</sup> |
| • Stage 2 Pier Ramp: special inspections                               | <u>\$ 18,710.00</u>        |
| o Subtotal, TMI  | \$ 166,627.00              |

Per the contract, Langan will mark up TMI's invoices by 10% (\$16,663.00) to cover our expenses associated with carrying sub-consultant costs. In addition, Langan anticipates certain labor costs associated with the administration of this sub-contract, including coordination of the special inspections and review and distribution of TMI's field dailies, and an allowance (\$18,000.00) for these labor hours is also requested as part of this change order. Thus the total requested to complete this task is **\$201,290.00**.

### Task 17.0 – Project Management

With this Change Order, we are requesting a proportional task budget increase (i.e., 7.5% of the total fee increase requested) to support on-going project management activities, including processing of vendor invoices, monthly client invoicing, project budget tracking, and preparation of project reports and additional budget requests, for a total of **\$15,000.00**

### FEE REQUEST

<i>Task</i>	<i>Description</i>	<i>Fee Request</i>
13.1 – Construction	Langan field & office labor	\$ 18,000.00
Observation and Testing –	Sub-contractor (TMI) + 10%	<u>\$183,290.00</u>
Special Inspections (on-going task)	Task subtotal	<b>\$201,290.00</b>
17.0 – Project Management	7.5% of above	<u><b>\$ 15,000.00</b></u>
<b>TOTAL REQUEST</b>		<b>\$216,290.00</b>

We respectfully request that you issue a Purchase Order authorizing the above amount at your earliest convenience. We appreciate the opportunity to be of service to Kilroy on this project and look forward to continuing our work with your team. If you have any questions, please call.

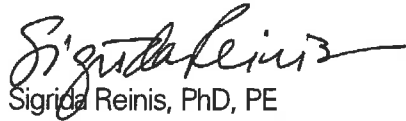
<sup>1</sup> The original schedule for these activities was through December 2020; the requested additional fee is for the continuation of these activities through December 2021.

Change Order #7 for Construction Administration Services  
Oyster Point Properties Grading and Site Development Phase I and Phase II  
South San Francisco, California  
Langan Project: 730480112

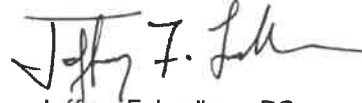
10 March 2021  
Page 3

Sincerely yours,

**Langan Engineering and Environmental Services, Inc.**



Sigrda Reinis, PhD, PE  
Associate



Jeffrey F. Ludlow, PG  
Principal

Attachments

730480112.20 SR\_CO7\_SC OFF SITE-CA SERVICES\_031021.DOCX



*project planning, engineering, and management solutions*

January 23, 2021

Ms. Sigrida Reinis, Ph.D., P.E.  
Langan Engineering and Environmental Services, Inc.  
501 14<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Oakland, CA 94612-1420

Subject: Oyster Point Redevelopment , Phase 1C  
Additional Scope Proposal, Outstanding balance for 2020 and projection for 2021

Dear Ms. Reinis:

As requested, and in follow up to the e-mail of 12/24/20 as well as subsequent budget discussions on 1/6/21, Townsend Management, Inc. (TMI) is pleased to provide this additional scope proposal for construction and special inspection services for the subject project. The envisioned scope is to provide all construction and special inspection services described in the City's e-mail dated 12/27/19.

As discussed, the additional scope proposal is primarily based on extra site visits beyond the initial quantities established by the Owner for the base contract and add scope proposal #1. These extra site visits are a result of Contractor requested inspections to meet the project schedule and to comply with the 12/27/19 City e-mail noted above.

In an effort to show the level of inspection detail completed through December 2020 for the KOP Project, the attached summary of "TMI – Miscellaneous KOP Inspection" shows various inspection activities from 11/2019 through 12/2020. The summary also includes the quantity of actual inspections based on a 4-HR Site Visit and a comparison tally to qualify the base contract, add scope proposal #1 and the resulting extra site inspections ("add-scope" balance of 2020 inspections). In addition, the summary shows an estimate for inspection services for January 2021 – December 2021. This estimate is based primarily on the 2020 inspection budget, current Contractor CPM schedule and includes an allowance for the recently negotiated Cell-crete inspections.

As per the summary, TMI is requesting an add scope budget for the following:

- **Extra site visits conducted through December 2020 (proposed 'add-scope' for balance of 2020 work) = \$22,917.09\***
- **Projected Site Visits (4-HR) for Jan - Dec 2021 = \$125,000\*** => proposed 'add-scope' for estimated 2021 work (estimated at 200 4-HR Site Visits). **Option 1 – Add for Cell-crete work based on 55-cylinders (estimated at 23 4-HR Site Visits) => \$21,625\***. ~~The estimated budget for 2021 = \$146,625\*~~.
- **Does NOT include Langan fee @10%**

For the above inspection work scope, TMI recommends a daily full-time inspector (as needed) during installation of the City's infrastructure, dictated by the project schedule and requested by the Contractor. This work scope is similar to the previously inspected work for wet/dry utilities, minor concrete, structural concrete, reinforcing bar, asphalt, street lights, traffic signals and other public infrastructure as required.

Schedule: The proposed work scope shall be based on the Contractor approved schedule.

KOP; TMI Additional Scope Proposal – Balance of 2020 Budget and Projected 2021 Budget; January 23, 2021

For the above Scope of Work, TMI herewith proposes the following inspection breakdown.

Proposed 'add-scope' for balance of 2020 work.

Based on submitted invoices (see attached from December 24, 2020) = \$22,917.09.

Proposed 'add-scope' for 2021 work.

Inspection, 4-hr site visits	200 visits*	\$438/EA	\$87,600
Misc. Special Inspection, 4-hr site visits	30 visits*	\$438/EA	\$13,140
Sample Pickups, trips	100 EA*	\$ 30/EA	\$ 3,000
Concrete Compression Tests	100 EA*	\$ 42/EA	\$ 4,200
Project Manager	108 hours*	\$130/HR	\$14,040
Cell-crete	55 EA*	\$393.18/EA	\$21,625
Misc. Lab Storage/ Reporting	1 LS*	Lump Sum	\$3,020
<b>Total</b>			<b>\$146,625</b>

\*Based on current Teichert CPM schedule. Actual schedule from Teichert may affect overall budgets.

Total, in numbers \$169,542

Total, in letters One hundred sixty nine thousand, five hundred forty two and zero cents

Should you have any questions regarding this proposal and scope of work, please contact me at (415) 999-7095.

Sincerely,

**Townsend Management, Inc.**

  
Zamir Zuraek  
Principal

cc: file

## TMI - Miscellaneous KOP Inspections

Dates	2019 Inspection Detail	Number of inspections - Based on 4 HR Site Visit
11/1 - 11/30	Miscellaneous Special Inspections (Concrete & Rebar)	12.625
	<b>Total for November 2019</b>	<b>12.625</b>
12/1 - 12/30	Miscellaneous Special Inspections (Concrete & Rebar)	4
	<b>Total for December 2019</b>	<b>4</b>
	<b>Grand TOTAL for 2019</b>	<b>16.625</b>

Dates	2020 Inspection Detail	Number of inspections - Based on 4 HR Site Visit
1/10/2020	Inspection of Electrical Conduit on Marina and Oyster Point Blvd.	1
1/15/2020	Inspection of Electrical Conduit on Marina and Oyster Point Blvd.	1
1/21/2020	Inspection of Electrical Conduit on Marina and Oyster Point Blvd.	1
1/23/2020	Inspection of 11 street pole foundation/rebar.	1
1/24/2020	Monitor of 13 pole foundation concrete pour and inspection of 2 street pole foundation/rebar.	1
1/28/2020	Meeting with Teichert and Langan at site, prepare daily report and coordination.	2
1/29/1930	Coordination, printing and review plans, submittals and RFIs.	1
1/30/2020	Inspection of bio-retention slab.	1
1/31/2020	Monitor concrete pouring of bio-retention slab and prepared report.	2
	<b>Total for January 2020</b>	<b>11</b>
2/4/2020	Inspection of Bio-retention walls/ rebar.	1
2/5/2020	Monitored concrete pouring of bio-retention walls and prepared partial daily report.	2
2/6/2020	Continuation of preparing daily reports for 2/4 and 2/5.	2
2/11/2020	Inspection of curb and gutter on Bio-retention #2 and 3 along Oyster Point Blvd.	1
2/12/2020	Coordination, review plans and did partial 2/11/20 report. Inspection of curb and gutter on Bio-retention #2 and #3 along Oyster Point Blvd.	2
2/13/2020	Monitor Bio-retention #2 & #3, and curb & gutter concrete pour.	2
2/14/2020	Prepared 3 Days report, 2/11-2/13.	2
2/18/2020	Inspection of newly poured curb and gutter and Street light conduits, prepared partial report.	2
2/19/2020	Inspection of sidewalk forms and prepared RFI drawing and coordination for Bio-retention curb and gutter.	2
2/20/2020	Cancelled concrete pour for sidewalk, prepared daily reports and submittal log and coordination.	2
2/21/2020	Continuation of preparing log, submitted report and coordination for Monday's inspection.	1
2/24/2020	Inspection of Street Light conduit, coordination and prepared partial daily report for 2/24 and 2/25. Revised and finalized Testing log.	2
2/25/2020	Re-inspection of Street Light conduit, coordination and finalized daily report for 2/24 and 2/25 . Partial inspection of curb and gutter at Bio retention and reviewed plans.	1.5
2/26/2020	Inspection of Bio-retention curb and gutter. Coordination, printed plans and specs and review documents.	2
2/27/2020	Inspection of curb and gutter and monitor concrete pour.	2
2/28/2020	Prepared & finalized 2/26 & 2/27 daily reports, visited jobsite for the saw cutting and installation of curb and gutter formwork.	2
	<b>Total for February 2020</b>	<b>28.5</b>
3/2/2020	Inspection of Curb and Gutter.	1



3/3/2020	Prepared 3/2/20 daily report.	0.5
3/5/2020	Monitor concrete pour and prepared partial daily report.	2
3/6/2020	Finalized 3/5/20 daily report, inspection of SL and re-inspection of sidewalk. Prepared 3/6/20 daily report.	2
3/9/2020	Monitor concrete pour and prepared partial daily report.	2
3/10/2020	Finalized 3/9/20 daily report, inspection of SL and curb.	2
3/11/2020	Monitor concrete pour and prepared partial daily report.	2
3/12/2020	Coordination and finalized 3/10/20 daily report.	1
3/13/2020	Coordination for AC placement & concrete pour, inspection of sidewalk forms & prepared 3/13 daily report.	1.5
3/16/2020	Sidewalk pour was cancelled w/o prior notification (show-up). Attended pre-AC pavement placement field inspection/meeting.	1
3/17/2020	Research, print plans & review asphalt pavement plans & specs.	1.5
3/18/2020	Monitor asphalt paving placement & prepared daily report.	2
3/19/2020	Inspection for St Francis. Rejected initial inspection and waited to fix discrepancies and re-inspected. Prepared daily report.	1.5
3/23/2020	City Fiber pipe inspection and prepared report.	1.25
3/24/2020	Re-inspection of City Fiber pipe and splice boxes inspection (waited for misc. box to finish installation before inspection). Coordination and prepare report for 3/25 to 3/27.	1.5
3/25/2020	Inspection of Bio-retention floor rebar and prepared daily report.	1
3/26/2020	Monitor concrete placement for sidewalk and prepared daily report.	2.75
3/27/2020	Monitoring of asphalt and concrete placement & prep of daily report.	3
3/30/2020	City Fiber inspection and prep report.	1
3/31/2020	City Fiber inspection and prep report.	1
<b>Total for March 2020</b>		<b>31.5</b>
4/1/2020	Monitor concrete pour and prepared partial daily report.	1.75
4/2/2020	Submittal review and coordination.	0.5
4/6/2020	Inspection and prepared report.	1
4/7/2020	Submittal review and coordination.	0.5
4/10/2020	Inspection for MF Maher and SFE and prepared report.	1.5
4/13/2020	Inspection for SFE and monitor for MF Maher pour and prepared report.	2
4/16/2020	Inspection for SFE and prepared report.	1
4/17/2020	Inspection for SFE and prepared report.	1
4/20/2020	Inspection for SFE and prepared report.	1.75
4/21/2020	Monitored MF Maher pour and prepared report.	1
<b>Total for April 2020</b>		<b>12</b>
5/12/2020	Review plans for storm drain inspection and coordination. Submitted Lab reports to Langan.	0.5
5/13/2020	Storm drain inspection and prepared IDR. Submitted lab Reports to Langan.	1
5/14/2020	Coordination regarding soil settlement.	0.25
<b>Total for May 2020</b>		<b>1.75</b>
<b>Total for June 2020</b>		<b>0</b>
7/9/2020	Print and analyze newly approved PG&E Joint Trench Plans.	1
7/10/2020	Analyze newly approved PG&E Joint Trench Plans & coordinate with Langan & Teichert regarding the documents.	1.5
7/13/2020	Analyze newly approved PG&E Joint Trench Plans & coordinate with Langan & Teichert regarding the plans.	1
7/23/2020	Inspection of Joint Trench along Oyster Pt. Blvd.	2
7/24/2020	Continue Joint Trench inspection along Oyster Pt. Blvd.	2
7/27/2020	Show-up time for cancelled inspection by SFE (Cancelled without notification)	1
<b>Total for July 2020</b>		<b>8.5</b>



TAB G Page 52 of 61

8/4/2020	Inspected A1 Joint Trench on Marina Blvd.	2
8/13/2020	Print and analyze JT 11 and H6 plans for inspection and coordination.	1
8/14/2020	Inspection of A4 and A10 on Oyster Pt. Blvd. and prepared IDR.	2
8/20/2020	Inspection of Curb & Gutter and prepared report.	1
8/21/2020	Curb and Gutter concrete pour and inspection of SDMH 108 to 109.	2
8/24/2020	Inspection of A2 and A1 on Marina Blvd. and prepared IDRs (8/21 and 8/24).	2
8/25/2020	Partial inspection for storm drain and curb & gutter formwork & rebar inspection. Prepare IDR.	2
8/26/2020	Curb and Gutter concrete pour and prepared partial 8/26/20 report and partial inspection of SSMH 108 to 107.	2
8/27/2020	Final inspection for sanitary sewer and curb & gutter formwork & rebar inspection. Prepared partial IDR.	2
8/28/2020	Monitored sidewalk concrete pour only. No IDR prepared.	2
<b>Total for August 2020</b>		<b>18</b>
9/1/2020	Inspection and prepared IDR.	2
9/2/2020	Monitored concrete placement, inspection and prepared IDR.	2
9/3/2020	Inspection of joint trench and prepared IDRs.	2
9/4/2020	Inspection of sanitary sewer lateral and prepared IDRs.	2
9/9/2020	Inspection of sanitary sewer lateral and prepared IDR.	1
9/10/2020	Inspection of curb & gutter and prepared IDR.	1
9/11/2020	Inspection of sanitary sewer and manhole and prepared IDR.	1
9/14/2020	Inspection of sanitary sewer lateral and prepared IDR.	1
9/15/2020	Inspection of curb & gutter, rebar & formwork and prepared IDR.	1
9/16/2020	Monitor concrete placement and prepared IDR.	1
9/17/2020	Inspection of curb & gutter, rebar & formworks and prepared IDR.	2
9/18/2020	Inspection of storm drain sub drain and prepared IDR.	1
9/21/2020	Inspection and prepared IDRs.	2
9/22/2020	Monitor concrete pour and prepared IDR.	2
9/23/2020	Inspection of sanitary sewer pipes, Bio-retention wall rebar and prepared IDRs.	2
9/24/2020	Monitor pour and inspection of manhole base.	2
9/25/2020	Inspection and prepared IDRs.	2
9/28/2020	Monitor pour and inspection of manhole base.	2
9/29/2020	Inspection of curb & gutter, rebar and formwork. Prepared IDRs.	2
9/30/2020	Monitor concrete pour and air test inspection.	2
<b>Total for September 2020</b>		<b>33</b>
10/1/2020	Prepared 4 days of IDRs.	2
10/5/2020	Inspection and prepared IDR.	1
10/6/2020	Partial review of CCTV for SS gravity and storm drain.	2
10/7/2020	Monitored asphalt concrete placement.	2.75
10/8/2020	Inspection and prepared IDR.	2
10/9/2020	Continuation of CCTV review for SS gravity and storm drain. Prepared report.	2
10/12/2020	Prepared and submitted concrete compression test results.	1
10/14/2020	Inspection of storm drain pipe and prepared IDR.	1
10/15/2020	Inspection of sanitary sewer pipe and prepared IDR.	1
10/16/2020	Inspection of sanitary sewer pipe and prepared IDR.	1
10/21/2020	Coordination, reviewed newly issued plans for inspections, etc.	1
10/22/2020	Inspection and prepared IDR (AM). Inspection was canceled for PM without prior notification.	2
10/23/2020	Inspection of sidewalk formwork and bio-swale pipe. Prepared IDRs.	2
10/26/2020	Monitored sidewalk concrete placement and prepared IDR.	2
10/27/2020	Monitored SL concrete placement and prepared IDR.	1
10/28/2020	Coordination, reviewed newly issued plans for inspections, etc.	1

**TAB G Page 53 of 61**

10/30/2020	Traffic Light base inspection and monitored concrete placement. Prepared IDR.	2
<b>Total for October 2020</b>		<b>26.75</b>
11/2/2020	Inspection of sidewalk formwork and prepared IDR.	1
11/3/2020	Monitored concrete placement and prepared IDR.	2
11/4/2020	Inspection of signal base rebar and monitored concrete pour. Prepared IDR.	2
11/13/2020	Monitored/witnessed hydrostatic and air test. Prepared IDR.	2
11/25/2020	Inspection of signal base rebar and monitored concrete pour. Prepared IDR.	1
<b>Total for November 2020</b>		<b>8</b>
12/2/2020	Inspection of signal base rebar and prepared IDR.	1
12/3/2020	Monitored signal base concrete pour and prepared IDR.	1
12/10/2020	Inspection of storm drain pipe and prepared IDR.	1
12/11/2020	Inspection of storm drain pipe and monitored concrete pour. Prepared IDR.	2
12/15/2020	Show-up only for canceled mandrel inspection.	1
12/16/2020	Attended Sub-Coordination Meeting	1
12/18/2020	Inspection of bio-retention pipe and prepared IDR.	1
12/23/2020	Attended Sub-Coordination Meeting	1
<b>Total for December 2020</b>		<b>9</b>
<b>Grand TOTAL for 2020</b>		<b>188</b>

**KOP - Inspection Budget Summary**

<b>1) KOP - Total Special Inspections 2019 &amp; 2020 (based on actual 4-HR site visits)</b>	<b>204.625</b>
<b>2) TMI Base Contract (Based on Owner provided inspection quantities at 4-HR site visits = \$59,708) - approximate site visits shown</b>	<b>74</b>
<b>3) TMI - Add Scope #1 (Street Light Bases; based on Owner provided inspection quantities at 4-HR site visits = \$36,519) - approximate site visits shown</b>	<b>62</b>
<b>4) Extra site visits conducted through December 2020 [#1 - (#2 + #3)] - approximate site visits shown =&gt; proposed 'add-scope' for balance of 2020 work (\$22,917.09*)</b>	<b>68.625</b>
<b>5) Projected Site Visits (4-HR) for Jan - Dec 2021 = \$125,000* =&gt; proposed 'add-scope' for estimated 2021 work (estimated at 200 4-HR Site Visits). Option 1 = Add for Cell-crete work based on 55-cylinders (estimated at 23 4-HR Site Visits) =&gt; \$21,625*. The estimated budget for 2021 = \$146,625*.</b>	<b>223</b>

\* Does NOT include Langan fee @ 10%



*project planning, engineering, and management solutions*

February 8, 2021

Ms. Sigrida Reinis, Ph.D., P.E.  
Langan Engineering and Environmental Services, Inc.  
501 14<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Oakland, CA 94612-1420

Subject: Oyster Point Redevelopment , Phase 1C  
Additional Scope Proposal, Stage 2 - Pier Ramp Budget (Marina Blvd.)

Dear Ms. Reinis:

As requested, and in follow up to the e-mail from Cumming dated 2/5/21 including Pier Ramp attachments and Contractor's 6-week look ahead schedule showing the Pier Ramp work scope for Stage 2 Marina Blvd., Townsend Management, Inc. (TMI) is pleased to provide this additional scope proposal for construction and special inspection services for the subject project. The envisioned scope is to provide all construction and special inspection services described in the City's e-mail dated 12/27/19.

As discussed, the additional scope proposal is primarily based on extra site visits beyond the initial quantities established by the Owner for the base contract and add scope proposal #1. These extra site visits are a result of the proposed Contractor schedule and estimated duration for inspections to meet the project schedule and to comply with the 12/27/19 City e-mail noted above.

In an effort to show the level of inspection estimated for the Stage 2 Pier Ramp (Marina Blvd.), and as per the Contractor 6-week look ahead schedule for week beginning 2/1/2021, the following detail includes proposed inspection work scopes to provide the requisite inspection as needed.

As per the detail, TMI is requesting an add scope budget for the following:

- ~~Projected Site Visits (4-HR) for Feb – Mar 2021 = \$8,760\* => proposed 'add-scope' for estimated 2021 work (estimated at 20 4-HR Site Visits).~~
- **The estimated budget add-scope for Stage 2 – Pier Ramp (Marina Blvd.) during February – March 2021 = \$18,710\*.**
- **Does NOT include Langan fee @10%**

For the above inspection work scope, TMI recommends a daily full-time inspector (as needed) during installation of the City's infrastructure, dictated by the project schedule and requested by the Contractor. This work scope is similar to the previously inspected work for structural concrete, reinforcing bar, and other public infrastructure as required.

Schedule: The proposed work scope shall be based on the Contractor approved schedule (see below).

For the above Scope of Work, TMI herewith proposes the following inspection detail.

Proposed 'add-scope' for Stage 2 Pier Ramp work.

Inspection, 4-hr site visits	20 visits*	\$438/EA	\$ 8,760
Misc. Special Inspection, 4-hr site visits	10 visits*	\$438/EA	\$ 4,380

## TAB G Page 55 of 61

KOP; TMI Additional Scope Proposal – Stage 2 Pier Ramp (Marina Blvd.); February 8, 2021

Sample Pickups, trips	15 EA*	\$ 30/EA	\$ 450
Concrete Compression Tests	30 EA*	\$ 42/EA	\$ 1,260
Project Manager	15 hours*	\$130/HR	\$ 1,950
Misc. Lab Storage/ Reporting	1 LS*	Lump Sum	\$ 1,910
Total			\$18,710

**\*Based on current Teichert 6-Week Look Ahead Schedule (Week Beginning 2/1/2021). Actual schedule from Teichert may affect overall budgets.**

Total, in numbers \$18,710

Total, in letters Eighteen thousand, seven hundred ten and zero cents

Should you have any questions regarding this proposal and scope of work, please contact me at (415) 999-7095.

Sincerely,

**Townsend Management, Inc.**

  
Zamir Zuraek  
Principal

cc: file



**Dennis Wong**

---

**From:** Dennis Wong  
**Sent:** Wednesday, November 10, 2021 10:31 AM  
**To:** Eunejune Kim (Eunejune.Kim@ssf.net)  
**Cc:** Lisa Romanoski  
**Subject:** Amendment for Oyster Point Phase IC; Substantial delay by PGE impacting completion

Eunejune, The PGE Construction delay has been continuous since August when the site improvements were completed and inspected by PGE; all was deemed ready for PGE Construction Department to schedule tie-in and energization. This work is critical path (CPM) work and has delayed removal of utility facilities in old Oyster Point Boulevard and completion of grading of the Open Recreation site. The persistent and non-committal response from PGE Construction required project team to elevated to City level for assistance from its Municipal PGE representative.

We now have confirmation from PGE that its construction crews cannot do the work and that it requires a PGE contractor to do the work. This PGE contractor has been awarded the work by PGE Contracting Department some 3 months since August. The latest information we have now is that PGE contractor will mobilize to Phase IC site in December. This totals 4-month delay to the project CPM.

Swinerton's original contract was amended in ROPS 21-22 for projected completion in February 2022. It is projected that funds will be depleted by January or February 202. Thereby Swinerton is requesting additional 4 month for revised completion of construction date in April 2022 plus another 2 months for the formal acceptance and closeout process of the Phase IC improvements by June 30, 2022. Our request is for \$200,000.

Cost G-23 Swinerton

I recommend that \$200,000 be added to the ROPS 22-23 request that is in process to account for this PGE delay.

Thank you, Dennis

**Dennis Wong, CCM, LEED AP**

Project Executive

**SWINERTON**

MANAGEMENT & CONSULTING

260 Townsend Street

San Francisco, CA 94107

D 415.617.1451

M 415.652.0496

F 415.984.1292

E [dwong@swinerton.com](mailto:dwong@swinerton.com)

[swinertonmc.com](http://swinertonmc.com)

CONCORD | OAKLAND | RICHMOND | SACRAMENTO

SAN DIEGO | SAN FRANCISCO | SANTA CLARA



**Dennis Wong**

---

**From:** Lisa Romanoski  
**Sent:** Thursday, November 18, 2021 8:51 AM  
**To:** Eunejune Kim (Eunejune.Kim@ssf.net); Bockhaus, Dave; Hallare, Jason  
**Cc:** Dennis Wong; Maurice Kaufman  
**Subject:** KOPD: PGE  
**Attachments:** Electric Underground Inspection Log (F07) 31480039 - 20210813-18200576957.pdf

Good Morning SSF,

We received very bad news on PGE yesterday. They are pushing out work on the Oyster Point project because they claim the project isn't clear for construction, contrary to the fact that the attachment says "clear for construction." According to our project rep, Paul Bueb, the problem has been the inspector turnover throughout the project and the lack of detailed notes and inspection records on PGE's end. For that reason, they would like another final inspection.

This has the potential to push out the start of their work to January or February.

Cost G-22a and Cost G-23a -  
Additional PGE Delay - 2  
months

We recommend discussing this issue at this afternoon's SSF conference call with PGE.

Thanks,  
L

**Lisa Romanoski**

Senior Project Manager

**SWINERTON**

MANAGEMENT & CONSULTING

M 208.320.3068

E Lisa.Romanoski@swinerton.com

[swinertonmc.com](http://swinertonmc.com)

---

**From:** Jon Ewing <Jon.Ewing@cumming-group.com>  
**Sent:** Wednesday, November 17, 2021 3:30 PM  
**To:** Lisa Romanoski <Lisa.Romanoski@swinerton.com>; Dennis Wong <DWong@swinerton.com>; Maurice Kaufman <mauricek@wc-3.com>  
**Cc:** Ari Erfani <aerfani@cumming-group.com>  
**Subject:** PGE Update

All,

Following up our meeting this morning, below is a summary of recent conversations with PGE:

- PGE will not schedule the work until our job is clear for construction. As we know, our job was clear for construction in August (See attached), but due to the PGE inspector turnover and lack of project records, they are requiring another final inspection. This is the main obstacle preventing PGE from scheduling this work. I am working with Paul to schedule the final inspection now, with the hopes we have an inspection date from PGE in the next two weeks.

## TAB G Page 59 of 61

- The main constraint right now holding up getting this work scheduled is that PGE is requiring another final inspection. PGE needs to clear our job for construction Before Alvah can issue the clearances for this. The clearance period is 21 days, before they are able to start work.
- All that said, assuming two weeks to schedule another final inspection, and the 21 day clearance period (with holiday breaks), that puts us around the beginning of January being the soonest that Alvah can start work. If inspections continue to push, this will push out the start date for this work.
- Paul mentioned that it may take more than one inspection to get cleared for construction which is why his estimate was beginning of February. I am not sure if this can be escalated, but it seems abnormal that we would need to schedule another final inspection after already being cleared for construction. As noted, this could have a huge impact on our schedule.

Thank you,  
Jon

### JON EWING

Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



---

The information contained in this electronic message is confidential. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution or reproduction of this communication is strictly prohibited. If you have received this communication in error, please delete it immediately and please advise the sender.

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**Pacific Gas and Electric Company**

Electric Underground Inspection Log (F07)

**Clear for Construction Yes  
Count of Fails - 0**

<b>Reference Number:</b>	20210813-18200576957
<b>Form Name:</b>	Electric Underground Inspection Log (F07)
<b>Submitter Name:</b>	Billy Elza (b1et@pge.com)   b1et@pge.com
<b>Submission Date:</b>	Aug 13, 2021 8:21:46 AM PDT
<b>Location:</b>	

## HEADER INFORMATION

### Project Information

Form TD-4462M-F07, Rev. 1  
 Publication Date: 04/21/2021  
 Effective Date: 07/21/2021

Please Select 'Other' if the PM # is not in the list

PM #	31480039
At Risk Facility?	No

## HEADER INFORMATION CONT

Select Applicable Sections

Clear For Construction/Final Walk Through

## CLEAR FOR CONSTRUCTION/FINAL WALK THROUGH

Clear For Construction	Yes
------------------------	-----

## NOTES/INSPECTION DETAILS

Clear for Construction	Yes
------------------------	-----

If any item is marked, "Fail," the item is rejected. You must call for re-inspection. Electric Service cannot be established until all items are inspected, approved, as built plans received, and final inspection is passed. A 48 hour (2 working days) notice required for all inspections.

Inspector LAN ID	B1et
Time Arrived	Aug 13, 2021 8:15:00 AM PDT
Time Departed	Aug 13, 2021 8:19:00 AM PDT
Inspection Hours	0

**Fail Counter**

0

## EMAIL NOTIFICATIONS

### Email Notifications

**Local Headquarters**

San Carlos

**Email**

sancarlosinspectionlogs@pge.com

**Job Owner Email**

pjbk@pge.com

**Email 1**

jherrera@sfe-inc.com

SUCCESSOR AGENCY TO FORMER RDA OF SOUTH SAN FRANCISCO  
 ROPS 22-23 Item 12

11/18/2021

OB Submission January 2022

<b>TAB H</b>	Page		Cost	Agency	Developer
<b>Cost H-5R</b>	2 of 62	Hotel Site - Sump Pump at ex. Vacuum Station - modified pumps and grading (ROM)	\$ 20,000 [4]	\$ 20,000	-
<b>Cost H-6</b>	19 of 62	Bioretention edge ADA protection incl. engineering and inspection (ROM)	\$ 150,000 [2]	\$ 70,000	\$ 80,000
<b>Cost H-7</b>	22 and 28 of 62	Gabion wall guardrail fall protection incl. engineering and inspection (ROM)	\$ 210,000 [3]	\$ 210,000	-
<b>Cost H-8</b>	35 of 62	Open Recreation Space clay cap material (ROM)	\$ 150,000 [5]	\$ 150,000	-
<b>Cost H-9</b>	37 of 62	Restroom - Delay by PGE, Fire Line, Fire Sprinkler, and access impacts (ROM)	\$ 200,000 [1]	\$ 200,000	-
Total			\$ 730,000	\$ 650,000	\$ 80,000

[1] Based on cost obligations identified in DDA Exhibit 3.4.1, Developer's Contribution of \$9,533,859 is fixed for Parcel 3.2.1H therefore Agency is responsible for all costs exceeding Developer's contribution.

[2] Cost allocation is based on Agency's share construction cost (20% share Strt & Util to Hub and 100% Strt & Util to Point; and Landscape exceeding Developer's \$9.53 M obligation), Agency's additional contract obligation proration (58%; 42% for Developer, rounded and for items outside of Strt & Util to Hub and Point, and Landscape), or based on the original project schedule of value.

[3] Based on cost obligations identified in DDA Exhibit 3.4.1 for Parcel 3.2.1B Street and Utilities to Point; Agency is responsible for overrun.

[4] Modification of Item H-5 in Amended ROPS 21-22 to correct pump size to adequately handle stormwater flow. Based on cost obligations identified in DDA Exhibit 3.4.1 for Parcel 3.2.1F Hotel Site; Agency is responsible for overrun.

[5] Based on cost obligations identified in DDA Exhibit 3.4.1 for Parcel 3.2.1E Recreation Site; Agency is responsible for overrun.



MEMORANDUM

*Integrity  
Leadership  
Passion  
Excellence*

To: Eunejune Kim

From: Dennis Wong, City of South San Francisco Consultant

Date: 11/12/21

Subject: Oyster Point Development: Additional Modification to Existing Vacuum Station / Sewer Pump

Hotel Site Vacuum Station stormwater sump pump configuration was designed for two-2 hp pumps per Teichert Construction RFC 175 dated 7/12/21. The cost of \$44,999 was reported as Item Cost H-5 in the Amended ROPS 21-22.

Wilsey Ham Civil Engineer has since determined that the collection area for this stormwater sump needs to be designed for more than minimal City standard of 25-year storm event due to the design elevations of the adjacent Hotel parcel. Additional grading to elevate the sidewalk connection to the east of Vacuum Station will reduce the stormwater flow to the existing collection points.

Recommend \$15,000 ROM for this grading and storm drain work by Teichert and Garney. Additional civil engineering fees will be needed to upsize the pumps and re-grade the surrounding area to lower flows to the sump pumps. Recommend \$5,000 ROM for design fees. Recommend total \$20,000 ROM submitted for ROPS 22-23 for this additional design work and/or pump upsizing.

Z:\SMC\Div 100 - Bay Area\Jobs\16100076 - CITY OF SOUTH SAN FRANCISCO16 - On-Call Program Mgmt\700 Subjobs\16100059 - CITY of SSF OYST PT PLANNING\Correspondence\Memo 21\_1112rev Vac Station Modification.doc

Cost H-5R



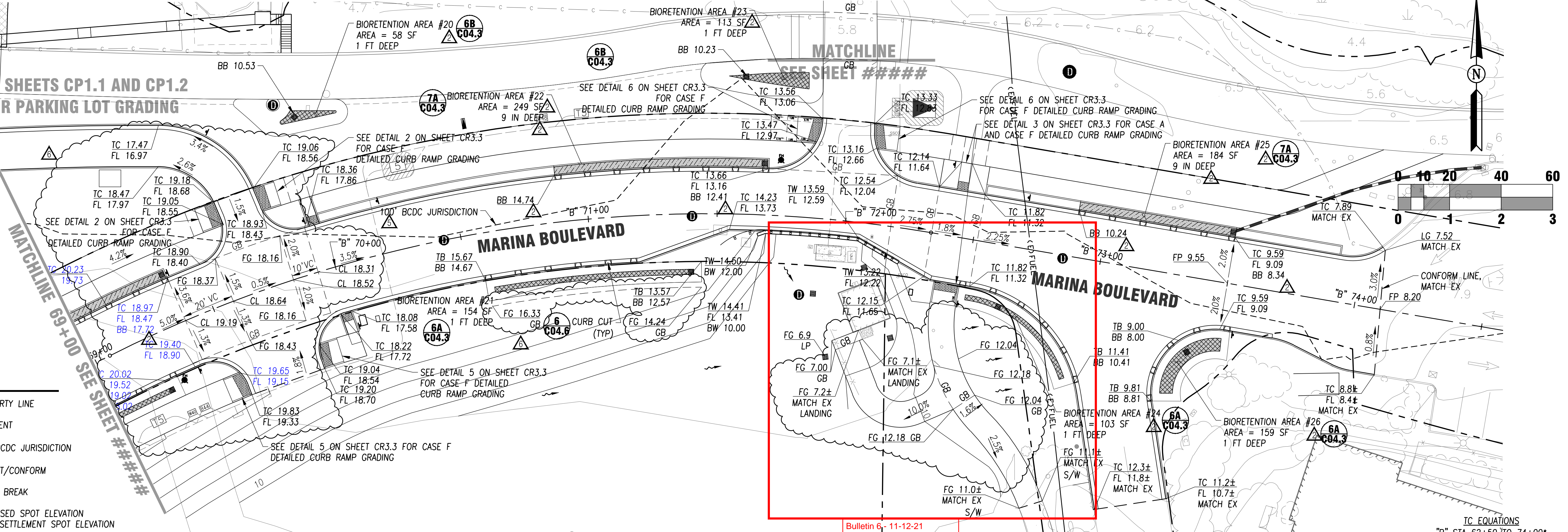
**GENERAL NOTES**

1. PAVEMENT SLOPES ARE APPROXIMATE AND SHOWN FOR REFERENCE. CONTRACTOR TO USE GRADES FOR CONSTRUCTION.
2. SEE LANDSCAPE PLANS FOR LANDSCAPE GRADING.
3. PROVIDE SMOOTH TRANSITION ALONG GRADE BREAKS, RIDGES, AND GRADE TRANSITIONS.
4. PROVIDE SMOOTH TRANSITION IN LINE AND GRADE BETWEEN EXISTING AND PROPOSED IMPROVEMENTS.
5. INSTALL CURB RAMP PER CALTRANS STANDARD DETAIL A88A ON SHEET #####. REFER TO SHEETS ##### TO ##### FOR DETAILED CURB RAMP GRADING.
6. BIORETENTION DEPTH DEFINED AS TOP OF BIORETENTION TO BOTTOM OF BIORETENTION.

**LEGEND**

- PROPERTY LINE
- EASEMENT
- 100' BCDC JURISDICTION
- SAWCUT/CONFORM
- GRADE BREAK
- TC 85.00 PROPOSED SPOT ELEVATION
- TC 19.40 POST-SETTLEMENT SPOT ELEVATION
- 1.0% SLOPE
- CURB OPENING FOR BIORETENTION
- ▨ BIORETENTION WITHOUT SIDE SLOPES
- ▩ BIORETENTION WITH SIDE SLOPES

SEE SHEETS CP1.1 AND CP1.2 FOR PARKING LOT GRADING



**MARINA BOULEVARD  
PLAN VIEW - 'B' STA 69+00 TO 74+44**  
Scale: 1"=20' Horizontal

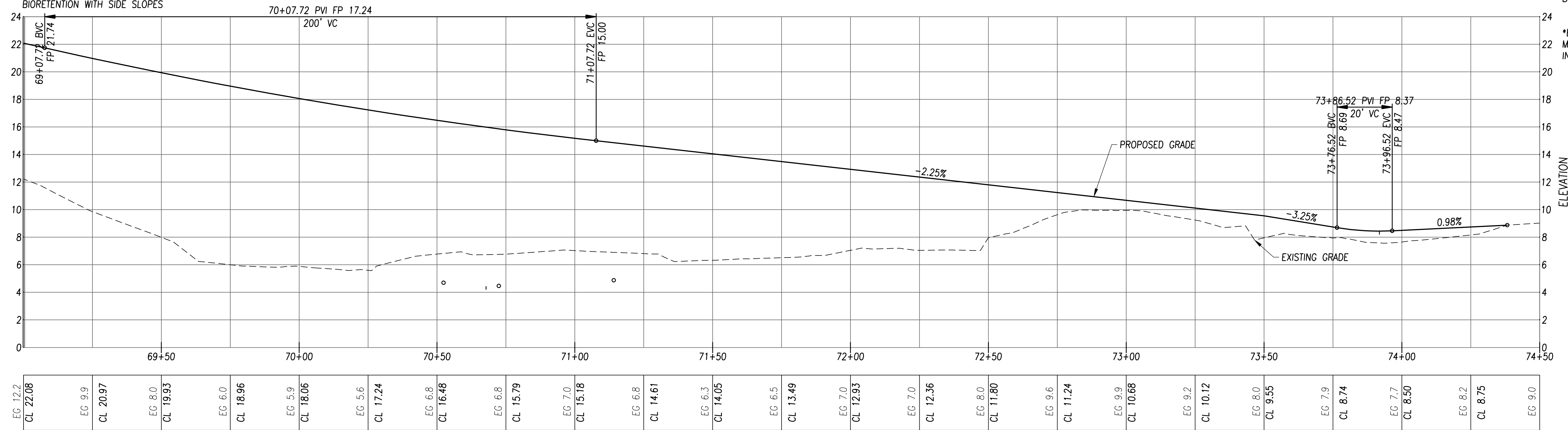
**TC EQUATIONS**

"B" STA 62+50 TO 74+00"

TC LEFT	=	CL + 0.04'
FW LEFT	=	CL + 0.24'
BW LEFT	=	CL + 0.42'
TC RIGHT	=	CL + 0.04'
FW RIGHT	=	CL + 0.24'
BW RIGHT	=	CL + 0.42'

\*EXCEPT FOR TURN POCKETS AT MEDIAN AND CURB RETURNS AT INTERSECTIONS - SEE PLAN GRADES.

MATCHLINE 69+00 SEE SHEET #####

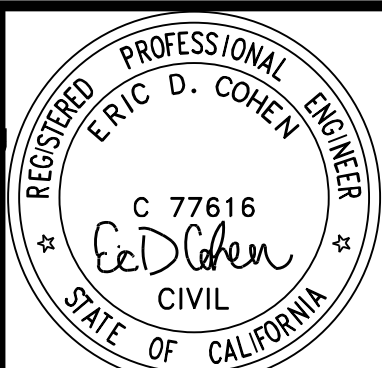


**MARINA BOULEVARD  
PROFILE - 'B' STA 69+00 TO 74+44**  
Scale: 1"=20' Horizontal  
1"=4' Vertical

OWNER:  
KILROY REALTY TRS INC  
12200 W OLYMPIC BLVD, SUITE 200  
LOS ANGELES, CA 90064  
CITY OF SOUTH SAN FRANCISCO  
400 GRAND AVENUE  
SOUTH SAN FRANCISCO, CALIFORNIA 94080

NO.	DATE	ISSUE / REVISION DESCRIPTION	BY
6	11/12/21	BULLETIN 6	EC
	06/19/20	BULLETIN 5	PK

**WILSEY HAM**  
Engineering, Surveying & Planning  
3130 La Selva Street, Suite 100  
San Mateo, CA 94403  
650.349.2151  
wilseyham.com

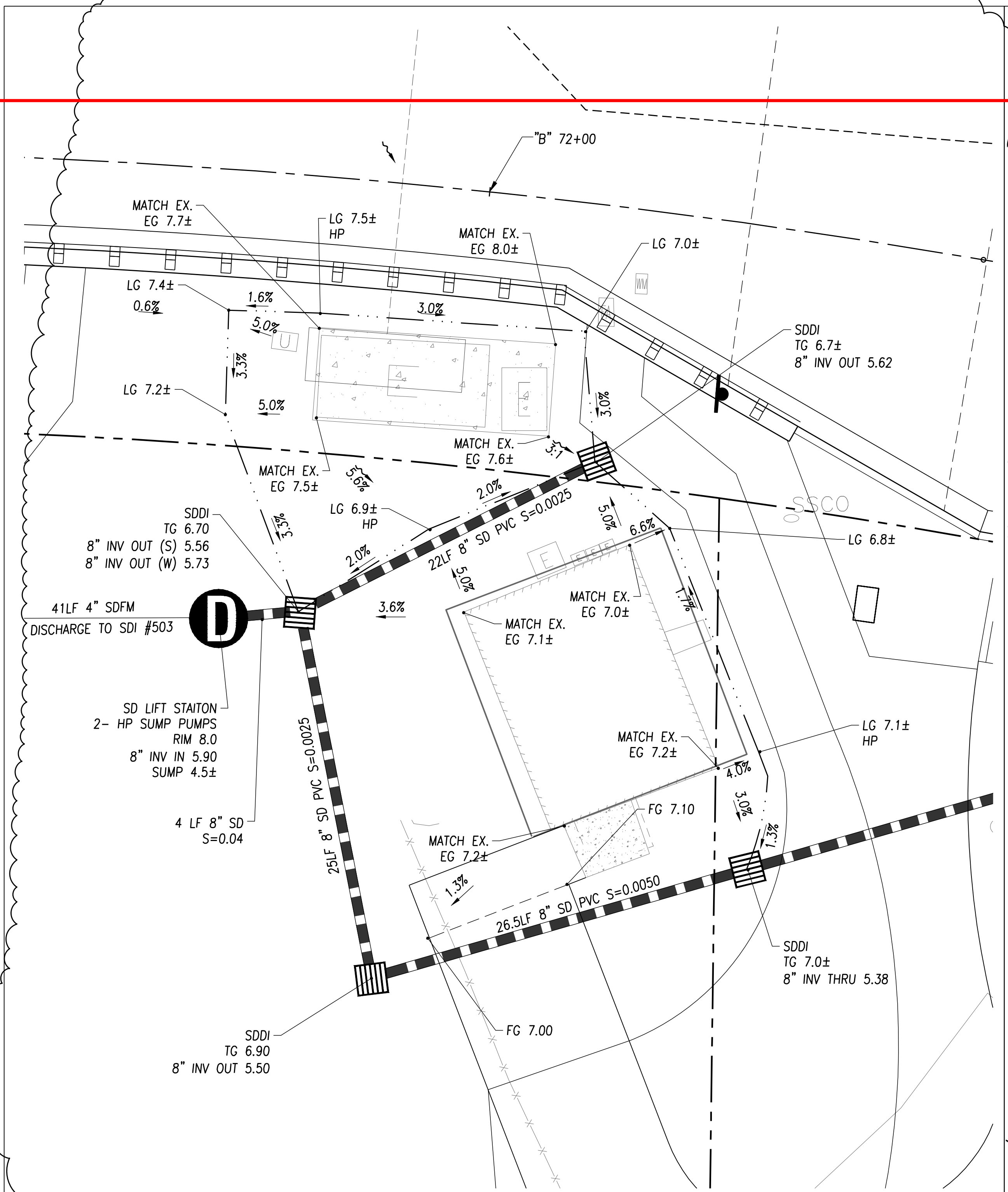
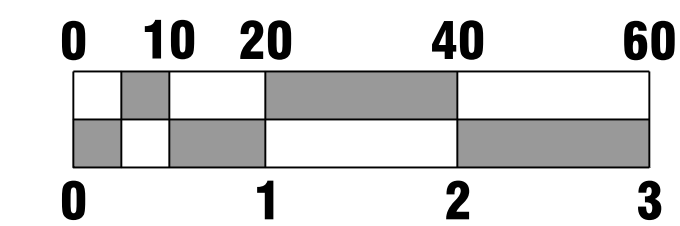
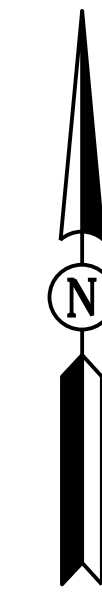


Project Mgr.:	EDC
Project Eng.:	DMM
Designer:	DMM
Checked:	EDC
Drawn:	PJB
Plotted:	ecohen
DATE:	11/11/21

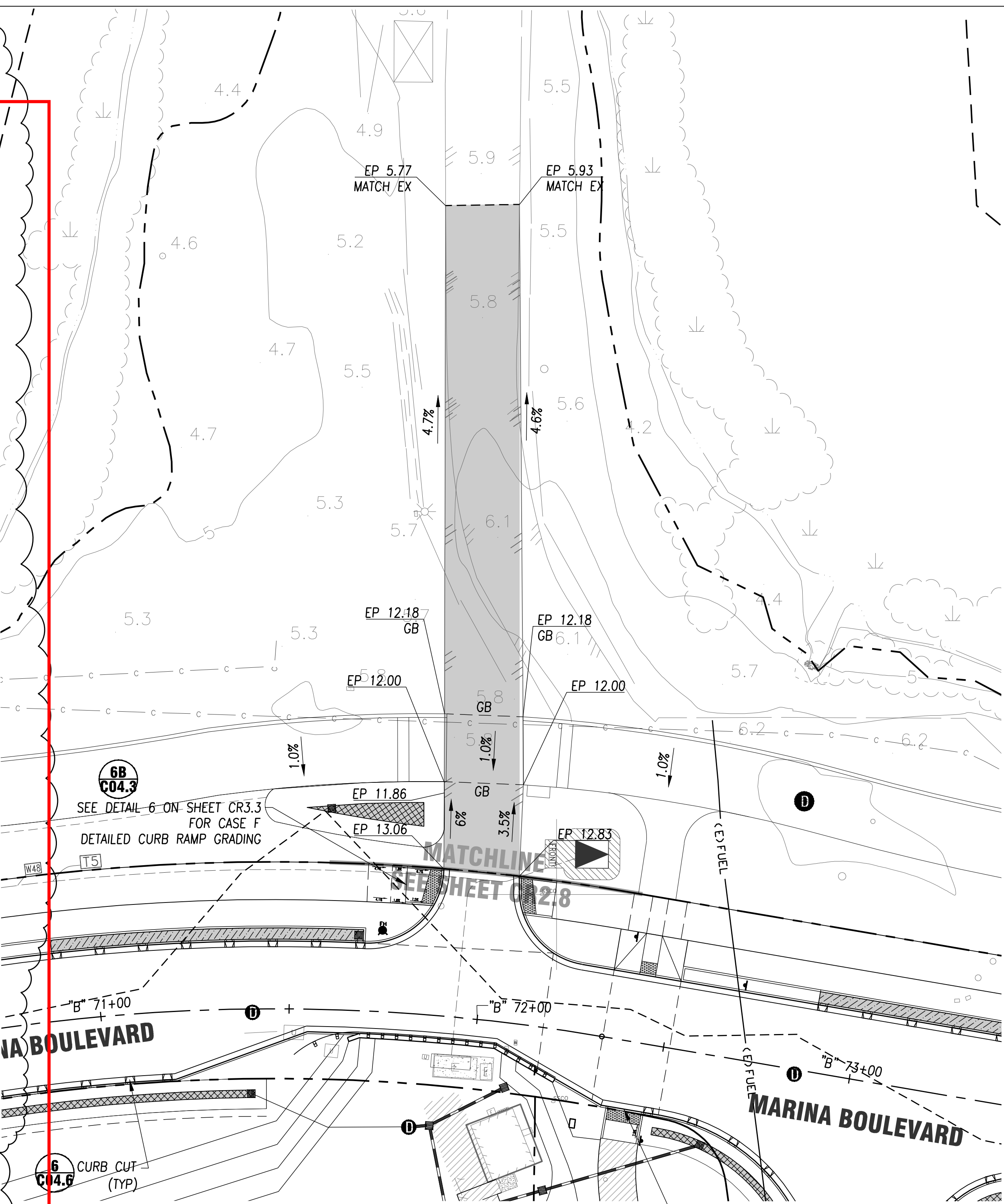
OYSTER POINT - PHASE IC  
STREETS AND UTILITIES DESIGN  
**GRADING PLAN AND PROFILE**  
MARINA BOULEVARD  
"B" STA 69+00 TO 74+44  
SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA

SHEET  
**CR2.8**  
PROJ. NO.: 1025-004  
SCALE: 1"=20'  
DATE: 08/13/21





**MARINA PUMP STATION  
PLAN VIEW**  
Scale: 1"=10' Horizontal



**HARBOR MASTER ROAD  
PLAN VIEW**  
Scale: 1"=20' Horizontal

**LEGEND**

	PROPERTY LINE
	EASEMENT
	100' BDCD JURISDICTION
	SAWCUT/CONFORM
	GRADE BREAK
	PROPOSED SPOT ELEVATION
	SLOPE
	BIORETENTION WITHOUT SIDE SLOPES
	BIORETENTION WITH SIDE SLOPES
	AC PAVEMENT PER DETAIL 2 SHEET CR1.1

- GENERAL NOTES**
1. PAVEMENT SLOPES ARE APPROXIMATE AND SHOWN FOR REFERENCE. CONTRACTOR TO USE GRADES FOR CONSTRUCTION.
  2. SEE LANDSCAPE PLANS FOR LANDSCAPE GRADING.
  3. PROVIDE SMOOTH TRANSITION ALONG GRADE BREAKS, RIDGES, AND GRADE TRANSITIONS.
  4. PROVIDE SMOOTH TRANSITION IN LINE AND GRADE BETWEEN EXISTING AND PROPOSED IMPROVEMENTS.
  5. INSTALL CURB RAMPS PER CALTRANS STANDARD DETAIL A88A ON SHEET #####. REFER TO SHEETS ##### TO ##### FOR DETAILED CURB RAMP GRADING.
  6. BIORETENTION DEPTH DEFINED AS TOP OF BIORETENTION TO BOTTOM OF BIORETENTION.

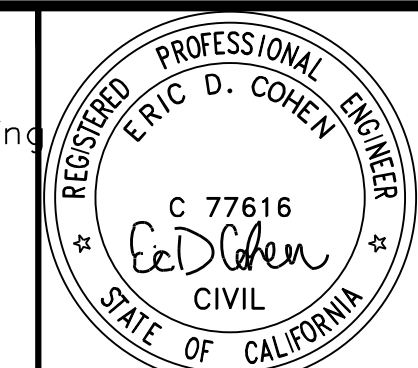
File: H:\1016-Oyster Pt Development\1016-002 Ph1C Sheets and Utilities\1016-002 Ph1C Sheets and Utilities\Roadway Plans.dwg Plotted: 11-11-21 @ 04:04:11 PM By: ecohen

Bulletin 6 - 11-12-21

OWNER:  
**KILROY REALTY TRS INC**  
 12200 W OLYMPIC BLVD, SUITE 200  
 LOS ANGELES, CA 90064  
**CITY OF SOUTH SAN FRANCISCO**  
 400 GRAND AVENUE  
 SOUTH SAN FRANCISCO, CALIFORNIA 94080

NO.	DATE	ISSUE / REVISION DESCRIPTION	BY
11/12/21		BULLETIN 6	EC
06/19/20		BULLETIN 5	PK

**WILSEY HAM**  
 Engineering, Surveying & Planning  
 3130 La Selva Street, Suite 100  
 San Mateo, CA 94403  
 650.349.2151  
 wilseyham.com



Project Mgr.:	EDC	
Project Eng.:	DMM	
Designer:	DMM	
Checked:	EDC	
Drawn:	PJB	
Plotted:	ecohen	11/11/21
BY		DATE

OYSTER POINT - PHASE IC  
 STREETS AND UTILITIES DESIGN  
**HARBOR MASTER ROAD**  
 MARINA BOULEVARD  
 "B" STA 69+00 TO 74+44  
 SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA

SHEET  
**CR2.9**  
 PROJ. NO.: 1025-004  
 SCALE: 1"=20'  
 DATE: 08/13/21



Pleasanton Office  
5200 Franklin Dr., Suite 115  
Pleasanton, CA 94566  
(925) 621-5700 Main  
(925) 621-5799 Fax

Date 7/12/2021

RFC No. 175

Attention: Jonas Vass, Senior Vice President of Development  
Kilroy Realty Corporation  
100 1<sup>st</sup> St. #150, San Francisco, CA 94105

Re: Oyster Point Development: South San Francisco, CA

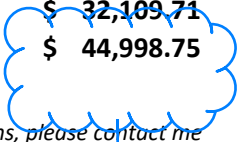
Subject: Garney-Sump Pump @ Vacc Station

This is in reference to the mark-up provided Wilsey Ham to address the drainage concern at the existing Vacc Station.

Garney-Sump Pump @ Vacc Station - 2HP  
Garney-Sump Pump @ Vacc Station - 4HP

Total for Item 1: \$ 29,155.00  
Total for Item 2: \$ 40,858.00

Total 2HP : \$ ~~32,109.71~~  
Total 4HP: \$ 44,998.75



Please issue a contract change order for one of the above options. If you have any questions, please contact me at (925) 282-0516

Regards,  
*Jon Ewing*  
Project Engineer  
Teichert Construction

COST H-5 -  
Amended ROPS  
21-22



**PROJECT:** Oyster Point 1C Streets and Utilities **PROJECT NUMBER** 1143  
**OWNER:** Teichert  
**CONTRACTOR:** Garney Construction  
**REASON:** Pump House SD

**Location**

**SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS**

		Requested Additional Calendar Days	
Item #	Engineering Directive #	Description	Extended Cost
1		Sump Pump Markup-2 HP	\$ 29,155.00
2		Sump Pump Markup-4 HP	\$ 40,858.00
		Total	

Contractor: Garney Construction By Isiah Quintanilla  
 Date: July 9, 2021



Oyster Point Phase 1C Streets and Utilities  
 Owner-Kilroy Realty  
 Date: 7/9/21

<b>Pump House Markup</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
	Demo 44 LF of 8" SD/Demo DI	1	LS	\$1,842.00	\$1,842.00
2093	Install 8" SD (SDR-35)	47	LF	\$88.00	\$4,136.00
2097	SDI	2	EA	\$3,100.00	\$6,200.00
2096	SDMH (Precast for Sump Pump) (Flat top Concrete Structure)	1	EA	\$5,600.00	\$5,600.00
2090	4" SDFM (Sch 40 PVC)	32	LF	\$47.00	\$1,504.00
	2 HP Sump Pump	1	LS	\$6,873.00	\$6,873.00
	4 HP Sump Pump	1	LS	\$18,576.00	\$18,576.00
1139	Connect SSFM to Existing SDI	1	LS	\$3,000.00	\$3,000.00
					\$0.00
<b>TOTAL</b>					<b>\$47,731.00</b>





CO#

GC JOB # 1143  
 JOB NAME OYSTER POINT  
 TAG#

Description of Change: DATE: Demo 44LF of installed SD and DI #601.

Resource: Labor	Regular Time	Over Time	Regular Time	Over Time	Totals
	Costs	Costs	Hours	Hours	
Superintendent:	\$ 145.00	\$ 197.00	0.0	0.0	\$ -
Project Manager	\$ 125.00	\$ 164.00	0.0	0.0	\$ -
Operator Foreman	\$ 120.00	\$ 133.00	2.0	0.0	\$ 240.00
Operator Excavator	\$ 118.00	\$ 130.00	2.0	0.0	\$ 236.00
Operator Loader/Dozer	\$ 115.00	\$ 123.00	0.0	0.0	\$ -
Laborer Pipelayer	\$ 86.00	\$ 97.00	6.0	0.0	\$ 516.00
					\$ 992.00

Resource: Subsistence	Perdiem Per Day		Days	Totals
	Costs			
Superintendent:	\$ 150.00		0.0	\$ -
Project Manager	\$ 150.00		0.0	\$ -
Operator/Laborer	\$ 125.00		0.3	\$ 31.25
Foreman	\$ 150.00		0.3	\$ 37.50
				\$ 68.75

Resource: Equipment	Hourly Rate (H)	Hours This Analysis	Total Equipment Cost Non-Operated
Small Compressor/Concrete Vibrator	\$ 25.00	0.0	\$ -
Jumping Jack	\$ 20.00	0.0	\$ -
Rex Compactor 815E or Equal	\$ 135.00	0.0	\$ -
Vibraplate Compactor	\$ 37.00	0.0	\$ -
D6 Dozer	\$ 98.00	0.0	\$ -
JD 300 Excavator or Equal	\$ 104.00	0.0	\$ -
JD 350 Excavator or Equal	\$ 148.00	0.0	\$ -
JD 470 Excavator or Equal	\$ 186.00	0.0	\$ -
JD 410E Backhoe or Equal	\$ 60.00	2.0	\$ 120.00
JD 624G Loader or equal	\$ 88.00	0.0	\$ -
JD 644 Loader or Equal	\$ 106.00	0.0	\$ -
Sump Pump/w Generator	\$ 37.00	0.0	\$ -
Crew Truck	\$ 37.00	2.0	\$ 74.00
			\$ 194.00

Materials/Services	Description	Quantity	Unit	Unit Cost	Sub Total
Advanced Trucking	Haul Dump	2.0	Hrs	\$ 130.00	\$ 260.00
Advanced Trucking	Dump Fee	1.0	LS	\$ 250.00	\$ 250.00
					\$ -
					\$ -
					\$ -
					\$ 510.00

Subcontracts	Description	Quantity	Unit	Unit Cost	Sub Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

ITEMIZATION	TOTALS
Cost of Labor:	\$ 992.00
Cost of Subsistence:	\$ 68.75
Cost of Equipment:	\$ 194.00
Cost of Materials:	\$ 510.00
Cost of Subcontractor:	\$ -
15% Markup On Materials	\$ 76.50
5% Markup On Subcontracts	\$ -
Subtotal:	\$ 1,841.25
<b>GRAND TOTAL:</b>	<b>\$ 1,841.25</b>





CO#

GC JOB # 1143  
 JOB NAME OYSTER POINT  
 TAG#

Description of Change: DATE: Install 2 HP Sump Pump. Electrical by others

Resource: Labor	Regular Time	Over Time	Regular Time	Over Time	Totals
	Costs	Costs	Hours	Hours	
Superintendent:	\$ 145.00	\$ 197.00	0.0	0.0	\$ -
Project Manager	\$ 125.00	\$ 164.00	0.0	0.0	\$ -
Operator Foreman	\$ 120.00	\$ 133.00	8.0	0.0	\$ 960.00
Operator Excavator	\$ 118.00	\$ 130.00	8.0	0.0	\$ 944.00
Operator Loader/Dozer	\$ 115.00	\$ 123.00	0.0	0.0	\$ -
Laborer Pipelayer	\$ 86.00	\$ 97.00	24.0	0.0	\$ 2,064.00
					<b>\$ 3,968.00</b>

Resource: Subsistence	Perdiem Per Day		Days	Totals
	Costs			
Superintendent:	\$ 150.00		0.0	\$ -
Project Manager	\$ 150.00		0.0	\$ -
Operator/Laborer	\$ 125.00		1.0	\$ 125.00
Foreman	\$ 150.00		1.0	\$ 150.00
				<b>\$ 275.00</b>

Resource: Equipment	Hourly Rate (H)	Hours This Analysis	Total Equipment Cost Non-Operated
Small Compressor/Concrete Vibrator	\$ 25.00	0.0	\$ -
Jumping Jack	\$ 20.00	0.0	\$ -
Rex Compactor 815E or Equal	\$ 135.00	0.0	\$ -
Vibraplate Compactor	\$ 37.00	0.0	\$ -
D6 Dozer	\$ 98.00	0.0	\$ -
JD 300 Excavator or Equal	\$ 104.00	0.0	\$ -
JD 350 Excavator or Equal	\$ 148.00	0.0	\$ -
JD 470 Excavator or Equal	\$ 186.00	0.0	\$ -
JD 410E Backhoe or Equal	\$ 60.00	8.0	\$ 480.00
JD 624G Loader or equal	\$ 88.00	0.0	\$ -
JD 644 Loader or Equal	\$ 106.00	0.0	\$ -
Sump Pump/w Generator	\$ 37.00	0.0	\$ -
Crew Truck	\$ 37.00	8.0	\$ 296.00
			<b>\$ 776.00</b>

Materials/Services	Description	Quantity	Unit	Unit Cost	Sub Total
Home Depot	2 HP Pump	1.0	LS	\$ 1,467.15	\$ 1,467.15
Home Depot	Tax	1.0	LS	\$ 144.95	\$ 144.95
					\$ -
					\$ -
					\$ -
					<b>\$ 1,612.10</b>

Subcontracts	Description	Quantity	Unit	Unit Cost	Sub Total
					\$ -
					\$ -
					\$ -
					\$ -
					<b>\$ -</b>

ITEMIZATION	TOTALS
Cost of Labor:	\$ 3,968.00
Cost of Subsistence:	\$ 275.00
Cost of Equipment:	\$ 776.00
Cost of Materials:	\$ 1,612.10
Cost of Subcontractor:	\$ -
15% Markup On Materials	\$ 241.82
5% Markup On Subcontracts	\$ -
Subtotal:	\$ 6,872.92
<b>GRAND TOTAL:</b>	<b>\$ 6,872.92</b>



You're shopping  
The Home De...  
OPEN until 9 pm

Delivering to  
94014

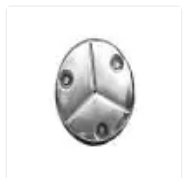
2 hp sump pump



Cart | 0 items

Home / Plumbing / Water Pumps / Utility Pumps / Submersible Utility Pumps

Internet #314011393 Model #SD 1500T Store SKU #1005579939



Live Chat  
Feedback

2 HP Submersible Sump Pump with Non Clogging Screen and Vertical Float for Auto On/Off Operation in Dirty Water

## Tab H Page 11 of 62

by **Site Drainer** (Brand Rating: 4.7/5)[Write the First Review](#) [Questions & Answers](#)**\$1467<sup>15</sup>**

OR

**\$245<sup>00</sup>** per month\* **suggested payments** with 6 months\* financing on this \$1467.15 purchase\*[Apply for a Home Depot Consumer Card](#)**How To Get it**

This item is **unavailable** at The Home Depot Pro  
[Check nearby stores](#)

**Out of stock online**

Receive an email if this item is back in stock.

**Notify Me**

## Product Overview

The 2 HP Submersible Electric Sump Pump with tethered float switch, is recommended for use in areas where water accumulates and contains debris that will clog a pump. The pump is ideal for emergency, construction site drainage, emergency flood water drainage, sludge dewatering and general dewatering. This product, due to its unique design, can work in virtually any environment.

### Info & Guides

You will need Adobe® Acrobat® Reader to view PDF documents. [Download](#) a free copy from the Adobe Web site.



**Watco 2.875 in. SimpliQuick Push Pull Bathtub**

(179)

**\$18<sup>85</sup>**

**Add To Cart**



**Watco Foot Actuated Bathtub Stopper with 3/8**

(17)

**\$20<sup>90</sup>**

**Add To Cart**



**Watco Push Pull Bathtub Stopper with 3/8 in. to 5/16**

(91)

**\$16<sup>20</sup>**

**Add To Cart**



**Watco Two-Hole Bathtub Overflow Plate Includes**

(1)

**\$22<sup>62</sup>**

**Add To Cart**



**Watco Innovator Flex924 Flexible Bath Waste with**

(15)

**\$44<sup>80</sup>**

**Add To Cart**

**Live Chat**  
**Feedback**

Specifications

**Dimensions**

Product Depth (in.)	10 in
Product Height (in.)	16.5 in
Product Width (in.)	10 in

**Details**

Tab H Page 13 of 62

Amperage (amps)	20.0 A
Cord Length (ft.)	33
Discharge Flow @ 0 ft. (gallons/hour)	7200
Discharge Flow @ 0 ft. (gallons/min)	120
Discharge Flow @ 10 ft. (gallons/hour)	7044
Discharge Flow @ 10 ft. (gallons/min)	117
Features	Corrosion Resistant,Non-Clogging,Portable,Run-Dry Capable,Self-Priming,Solids Handling,Submersible,Thermal Overload Protection
Head Pressure (ft.)	66
Housing Material	Stainless steel
Impeller Material	Polyurethane
Included	No Additional Items Included
Maximum Discharge Flow (gallons/hour)	7200
Maximum Horsepower (hp)	2
Maximum Pressure (psi)	66
Maximum Working Temperature (F)	104
Minimum working temperature (F)	35
Outlet Connection	Threaded male
<b>Warranty / Certifications</b>	
Certifications and Listings	1 CE Certified,UL Listed
Manufacturer Warranty	AC 12 months
Product Weight (lb.)	63.25 lb

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Best Seller



Tab H Page 14 of 62



Site Drainer 1 HP  
Submersible  
Dewatering Utility  
(4)

Wacker 1/2 HP 2  
in. Electric  
Submersible Utility  
(13)

Site Drainer 1/2  
HP Electric  
Submersible Non-  
(13)

Everbilt 1/6 HP  
Plastic  
Submersible Utility  
(598)

Wayne 0.16 hp.  
WaterBUG  
Submersible Utility  
v  
^  
v

\$799<sup>00</sup>

\$359<sup>27</sup>

\$388<sup>00</sup>

\$94<sup>98</sup>

~~\$1,099<sup>00</sup>~~  
98 \$

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# Tab H Page 16 of 62





CO#

GC JOB # 1143  
 JOB NAME OYSTER POINT  
 TAG#

Description of Change: DATE: Install 4 HP Sump Pump. Electrical by others

Resource: Labor	Regular Time	Over Time	Regular Time	Over Time	Totals
	Costs	Costs	Hours	Hours	
Superintendent:	\$ 145.00	\$ 197.00	0.0	0.0	\$ -
Project Manager	\$ 125.00	\$ 164.00	0.0	0.0	\$ -
Operator Foreman	\$ 120.00	\$ 133.00	8.0	0.0	\$ 960.00
Operator Excavator	\$ 118.00	\$ 130.00	8.0	0.0	\$ 944.00
Operator Loader/Dozer	\$ 115.00	\$ 123.00	8.0	0.0	\$ 920.00
Laborer Pipelayer	\$ 86.00	\$ 97.00	24.0	0.0	\$ 2,064.00
					<b>\$ 4,888.00</b>

Resource: Subsistence	Perdiem Per Day		Days	Totals
	Costs			
Superintendent:	\$ 150.00		0.0	\$ -
Project Manager	\$ 150.00		0.0	\$ -
Operator/Laborer	\$ 125.00		1.0	\$ 125.00
Foreman	\$ 150.00		1.0	\$ 150.00
				<b>\$ 275.00</b>

Resource: Equipment	Hourly Rate (H)	Hours This Analysis	Total Equipment Cost Non-Operated
Small Compressor/Concrete Vibrator	\$ 25.00	0.0	\$ -
Jumping Jack	\$ 20.00	0.0	\$ -
Rex Compactor 815E or Equal	\$ 135.00	0.0	\$ -
Vibraplate Compactor	\$ 37.00	0.0	\$ -
D6 Dozer	\$ 98.00	0.0	\$ -
JD 300 Excavator or Equal	\$ 104.00	0.0	\$ -
JD 350 Excavator or Equal	\$ 148.00	0.0	\$ -
JD 470 Excavator or Equal	\$ 186.00	0.0	\$ -
JD 410E Backhoe or Equal	\$ 60.00	8.0	\$ 480.00
JD 624G Loader or equal	\$ 88.00	0.0	\$ -
JD 644 Loader or Equal	\$ 106.00	0.0	\$ -
Sump Pump/w Generator	\$ 37.00	0.0	\$ -
Crew Truck	\$ 37.00	8.0	\$ 296.00
			<b>\$ 776.00</b>

Materials/Services	Description	Quantity	Unit	Unit Cost	Sub Total
Home Depot	4 HP Pump	1.0	LS	\$ 10,000.00	\$ 10,000.00
Home Depot	Tax	1.0	LS	\$ 988.00	\$ 988.00
					\$ -
					\$ -
					\$ -
					<b>\$ 10,988.00</b>

Subcontracts	Description	Quantity	Unit	Unit Cost	Sub Total
					\$ -
					\$ -
					\$ -
					\$ -
					<b>\$ -</b>

ITEMIZATION	TOTALS
Cost of Labor:	\$ 4,888.00
Cost of Subsistence:	\$ 275.00
Cost of Equipment:	\$ 776.00
Cost of Materials:	\$ 10,988.00
Cost of Subcontractor:	\$ -
15% Markup On Materials	\$ 1,648.20
5% Markup On Subcontracts	\$ -
Subtotal:	\$ 18,575.20
<b>GRAND TOTAL:</b>	<b>\$ 18,575.20</b>



**Dennis Wong**

**From:** Dennis Wong  
**Sent:** Thursday, November 11, 2021 2:32 PM  
**To:** Jon Ewing  
**Cc:** Jarrod Ross  
**Subject:** RE: ROPS 22-23

JJ, This is helpful. I will factor in another \$18,000 for engineering (W-H to update drawings) and field inspection. Total ROM \$150,000.  
Thanks, Dennis

Cost H-6 - Corten bioretention basin edging + engineering + inspection ROM

**Dennis Wong, CCM, LEED AP**

Project Executive

**SWINERTON**

MANAGEMENT & CONSULTING

260 Townsend Street  
San Francisco, CA 94107  
D 415.617.1451  
M 415.652.0496  
F 415.984.1292

E [dwong@swinerton.com](mailto:dwong@swinerton.com)  
[swinertonmc.com](http://swinertonmc.com)

CONCORD | OAKLAND | RICHMOND | SACRAMENTO  
SAN DIEGO | SAN FRANCISCO | SANTA CLARA

**From:** Jon Ewing <Jon.Ewing@cumming-group.com>  
**Sent:** Thursday, November 11, 2021 2:29 PM  
**To:** Jarrod Ross <jross@cumming-group.com>; Dennis Wong <DWong@swinerton.com>; Andrew Rose <arose@cumming-group.com>  
**Cc:** Lisa Romanoski <Lisa.Romanoski@swinerton.com>  
**Subject:** RE: ROPS 22-23

External (jon.ewing@cumming-group.com)

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Dennis,

Also, below is what I received from Teichert regarding the steel barrier.

They have about 102k for an estimate of 429 LF.  
Assuming 10 days of work will need traffic control at about 2k per day.  
Sub = \$102,000  
Plus 5% MU = 5100  
Traffic control = 20 000  
Plus ccip = \$5000  
**Total = \$132,100**

Cost H-6 - Corten installed (w/o engineering, inspection)

Thank you,  
Jon

**JON EWING**

Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



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**From:** Jarrod Ross <[jross@cumming-group.com](mailto:jross@cumming-group.com)>  
**Sent:** Thursday, November 11, 2021 2:22 PM  
**To:** Dennis Wong <[DWong@swinerton.com](mailto:DWong@swinerton.com)>; Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>; Andrew Rose <[arose@cumming-group.com](mailto:arose@cumming-group.com)>  
**Cc:** Lisa Romanoski <[Lisa.Romanoski@swinerton.com](mailto:Lisa.Romanoski@swinerton.com)>  
**Subject:** RE: ROPS 22-23

Hi Dennis,

Here are my thoughts on the ROM.

12" x 12" Foundation	485 LF		
	QTY	RATE	TOTAL
Temporary Fencing	550 LF	\$15.00	\$8,250
Sawcut	485 LF	\$10.00	\$4,850
Demo & Remove	485 SF	\$5.00	\$2,425
Excavate & Compact (smal scope, higher rate)	18 CY	\$65.00	\$1,168
Dowels (@ 18" oc)	325 EA	\$75.00	\$24,375
Concrete Foundation, Incl Formwork & Rebar, Complete	485 LF	\$55.00	\$26,675
Rework Adjacent Areas	1 LS	\$2,500.00	\$2,500
			\$70,243
		MKUP	\$3,512
		CCIP	\$3,607
			\$77,361
		<b>ROM</b>	<b>\$80,000</b>



Might be a little conservative, but considering the out of sequence, isolated work – pricing it slightly higher than our standard rates.

Thanks,  
Jarrod

**JARROD ROSS**, MRICS  
Director



jross@cumming-group.com  
P: +1 (415) 400-8742  
C: +1 (808) 292-1953  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



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**From:** Dennis Wong <[DWong@swinerton.com](mailto:DWong@swinerton.com)>  
**Sent:** Thursday, November 11, 2021 8:12 AM  
**To:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>; Jarrod Ross <[jross@cumming-group.com](mailto:jross@cumming-group.com)>; Andrew Rose <[arose@cumming-group.com](mailto:arose@cumming-group.com)>  
**Cc:** Lisa Romanoski <[Lisa.Romanoski@swinerton.com](mailto:Lisa.Romanoski@swinerton.com)>  
**Subject:** RE: ROPS 22-23

**EXTERNAL EMAIL :** Use caution with any response, links, or attachments.

JJ, For guardrail this foundation is what we are using for the ROM. Can you finalize a ROM before EOB?

**Dennis Wong, CCM, LEED AP**

Project Executive

**SWINERTON**

MANAGEMENT & CONSULTING

260 Townsend Street  
San Francisco, CA 94107

D 415.617.1451

M 415.652.0496

F 415.984.1292

E [dwong@swinerton.com](mailto:dwong@swinerton.com)

[swinertonmc.com](http://swinertonmc.com)

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SAN DIEGO | SAN FRANCISCO | SANTA CLARA

**Dennis Wong**

---

**From:** Jon Ewing <Jon.Ewing@cumming-group.com>  
**Sent:** Friday, November 5, 2021 4:46 PM  
**To:** Lisa Romanoski; Dennis Wong  
**Cc:** Ari Erfani; Jarrod Ross  
**Subject:** FW: Proposed Handrail Along Sidewalk @ Gabion Wall

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

External (jon.ewing@cumming-group.com)

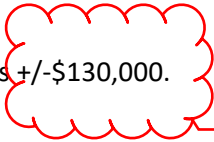
[Report This Email](#) [FAQ](#) [Protection by INKY](#)

Lisa/Dennis,

Apologize for the delay on this estimate. As requested, below is the price per linear foot estimate for installing a hand rail along the sidewalk above the gabion wall.

As mentioned during the OAC last week, Eric will need established design criteria in order to finalize details and pricing if this is the preferred option.

Overall, the length of the gabion wall is roughly 300LF so total estimate is +/- \$130,000.



Cost H-7 - Guardrail and installation w/o foundation

Thank you,  
Jon

**JON EWING**  
Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



---

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---

**From:** John Bridges <JBridges@teichert.com>  
**Sent:** Friday, November 5, 2021 9:53 AM  
**To:** Jon Ewing <Jon.Ewing@cumming-group.com>

Cc: Jarrod Ross <jross@cumming-group.com>; Andrew Rose <arose@cumming-group.com>

Subject: FW: Proposed Handrail Along Sidewalk @ Gabion Wall

**EXTERNAL EMAIL :** Use caution with any response, links, or attachments.

JJ,

See below email on the railing for the sidewalk above the gabion wall.

*Budget on this railing is \$385 per LF, with a galvanized finish, like the picture. That is based on a fairly large radius, if radius is tight, could go up.*

Then you would have to add our mark up and ccip. – about \$424 per LF.

**Also, the other cost I gave you for the barrier at the landscape areas, I forgot to add ccip mark up in it. so make sure you include that in your estimation.**

Thanks,

**John Bridges | Project Manager - Bay Area Office | Teichert Construction | [www.teichert.com](http://www.teichert.com)**  
5200 Franklin Dr., Ste. 115 | Pleasanton, CA | [M 925.750.4582](tel:925.750.4582) [F 925.621.5799](tel:925.621.5799) [jbridges@teichert.com](mailto:jbridges@teichert.com)



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---

**From:** Tom Ahlborn <[t.ahlborn@ahlbornco.com](mailto:t.ahlborn@ahlbornco.com)>  
**Sent:** Friday, November 5, 2021 9:43 AM  
**To:** John Bridges <[JBridges@teichert.com](mailto:JBridges@teichert.com)>  
**Cc:** George Rusake <[g.rusake@ahlbornco.com](mailto:g.rusake@ahlbornco.com)>  
**Subject:** [EXTERNAL] RE: Proposed Handrail Along Sidewalk @ Gabion Wall

John, Budget on this railing is \$385 per LF, with a galvanized finish, like the picture. That is based on a fairly large radius, if radius is tight, could go up.

Tom Ahlborn  
President

**AHLBORN FENCE & STEEL, INC.**  
**AHLBORN STRUCTURAL STEEL, INC.**  
1230 CENTURY CT.  
SANTA ROSA, CA 95403  
707-573-0742 PHONE ext. 119  
707-396-1334 CELL  
707-573-0788 FAX  
[www.ahlbornco.com](http://www.ahlbornco.com)  
[tom@ahlbornco.com](mailto:tom@ahlbornco.com)



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FABRICATOR  
& ERECTOR

---

**From:** John Bridges <[JBridges@teichert.com](mailto:JBridges@teichert.com)>  
**Sent:** Wednesday, November 3, 2021 12:00 PM  
**To:** Tom Ahlborn <[t.ahlborn@ahlbornco.com](mailto:t.ahlborn@ahlbornco.com)>  
**Cc:** George Rusake <[g.rusake@ahlbornco.com](mailto:g.rusake@ahlbornco.com)>  
**Subject:** FW: Proposed Handrail Along Sidewalk @ Gabion Wall

Tom,  
See below.  
Please review and reply accordingly.  
Thanks.

**Thanks,**

**John Bridges | Project Manager - Bay Area Office | Teichert Construction | [www.teichert.com](http://www.teichert.com)**  
5200 Franklin Dr., Ste. 115 | Pleasanton, CA | [M 925.750.4582](tel:925.750.4582) [F 925.621.5799](tel:925.621.5799) [jbridges@teichert.com](mailto:jbridges@teichert.com)



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**From:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>  
**Sent:** Wednesday, November 3, 2021 10:34 AM  
**To:** John Bridges <[JBridges@teichert.com](mailto:JBridges@teichert.com)>  
**Subject:** [EXTERNAL] RE: Proposed Handrail Along Sidewalk @ Gabion Wall

John,

We really do not have a functional design at this point. Eric put together that detail so we could provide rough numbers. No other design criteria has been established by the city. Can Ahlborn put together their best guestimate based on the information provided? This is only for budgetary purposes until the city determines what the final condition of this area will look like.

Thank you,  
Jon

**JON EWING**

Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



---

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---

**From:** John Bridges <[JBridges@teichert.com](mailto:JBridges@teichert.com)>  
**Sent:** Wednesday, November 3, 2021 7:22 AM  
**To:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>  
**Subject:** FW: Proposed Handrail Along Sidewalk @ Gabion Wall

**EXTERNAL EMAIL :** Use caution with any response, links, or attachments.

JJ,  
Can you provide a response for the below questions

**Thanks,**

**John Bridges | Project Manager - Bay Area Office | Teichert Construction | [www.teichert.com](http://www.teichert.com)**  
5200 Franklin Dr., Ste. 115 | Pleasanton, CA | [M 925.750.4582](tel:925.750.4582) [F 925.621.5799](tel:925.621.5799) [jbridges@teichert.com](mailto:jbridges@teichert.com)



---

**From:** Tom Ahlborn <[t.ahlborn@ahlbornco.com](mailto:t.ahlborn@ahlbornco.com)>  
**Sent:** Wednesday, November 3, 2021 6:52 AM  
**To:** John Bridges <[JBridges@teichert.com](mailto:JBridges@teichert.com)>; George Rusake <[g.rusake@ahlbornco.com](mailto:g.rusake@ahlbornco.com)>  
**Cc:** Arnulfo Perez <[ArPerez@teichert.com](mailto:ArPerez@teichert.com)>; Cole Gallagher <[CGallagher@teichert.com](mailto:CGallagher@teichert.com)>  
**Subject:** [EXTERNAL] RE: Proposed Handrail Along Sidewalk @ Gabion Wall

John, part of the spec is cut off, I think we are ok, but I would like to see the whole thing. Also the sketch/spec is for a 34" ramp or stair rail, picture appears to be a 42" guardrail, I am assuming this is a guardrail situation with the grating panel. Also, if a grating type panel, I need to see how large the radius is, they are difficult to roll, and the tighter the radius the higher the cost.

Tom Ahlborn

President

AHLBORN FENCE & STEEL, INC.  
AHLBORN STRUCTURAL STEEL, INC.  
1230 CENTURY CT.  
SANTA ROSA, CA 95403  
707-573-0742 PHONE ext. 119  
707-396-1334 CELL  
707-573-0788 FAX  
[www.ahlbornco.com](http://www.ahlbornco.com)  
[tom@ahlbornco.com](mailto:tom@ahlbornco.com)



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& ERECTOR

---

**From:** John Bridges <[JBridges@teichert.com](mailto:JBridges@teichert.com)>  
**Sent:** Tuesday, November 2, 2021 5:14 PM  
**To:** George Rusake <[g.rusake@ahlbornco.com](mailto:g.rusake@ahlbornco.com)>; Tom Ahlborn <[t.ahlborn@ahlbornco.com](mailto:t.ahlborn@ahlbornco.com)>  
**Cc:** Arnulfo Perez <[ArPerez@teichert.com](mailto:ArPerez@teichert.com)>; Cole Gallagher <[CGallagher@teichert.com](mailto:CGallagher@teichert.com)>  
**Subject:** FW: Proposed Handrail Along Sidewalk @ Gabion Wall

This is for the extra handrail along the sidewalk over the gabion wall.  
See below comments for about 300LF.  
Please provide a quote. As soon as possible.

Thanks,

**John Bridges | Project Manager - Bay Area Office | Teichert Construction | [www.teichert.com](http://www.teichert.com)**  
5200 Franklin Dr., Ste. 115 | Pleasanton, CA | [M 925.750.4582](tel:925.750.4582) [F 925.621.5799](tel:925.621.5799) [jbridges@teichert.com](mailto:jbridges@teichert.com)



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**From:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>  
**Sent:** Tuesday, November 2, 2021 4:41 PM  
**To:** John Bridges <[JBridges@teichert.com](mailto:JBridges@teichert.com)>; Trevor Larsen <[TLLarsen@teichert.com](mailto:TLLarsen@teichert.com)>  
**Subject:** [EXTERNAL] Proposed Handrail Along Sidewalk @ Gabion Wall

John,



## Tab H Page 27 of 62

See attached detail/product proposed for the installation of a handrail along the sidewalk above the gabion wall. Assume 300LF. Hoping to get rough number from you by tomorrow if possible.

Thank you,  
Jon

**JON EWING**  
Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



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---

**Dennis Wong**

**From:** Jarrod Ross <jross@cumming-group.com>  
**Sent:** Thursday, November 11, 2021 2:22 PM  
**To:** Dennis Wong; Jon Ewing; Andrew Rose  
**Cc:** Lisa Romanoski  
**Subject:** RE: ROPS 22-23

External (jross@cumming-group.com)

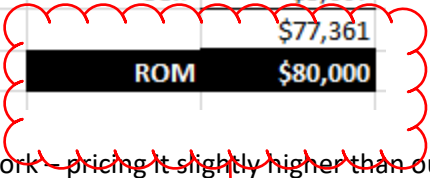
[Report This Email](#) [FAQ](#) [Protection by INKY](#)

Hi Dennis,

Here are my thoughts on the ROM.

12" x 12" Foundation	485 LF			
	QTY		RATE	TOTAL
Temporary Fencing	550 LF		\$15.00	\$8,250
Sawcut	485 LF		\$10.00	\$4,850
Demo & Remove	485 SF		\$5.00	\$2,425
Excavate & Compact (smal scope, higher rate)	18 CY		\$65.00	\$1,168
Dowels (@ 18" oc)	325 EA		\$75.00	\$24,375
Concrete Foundation, Incl Formwork & Rebar, Complete	485 LF		\$55.00	\$26,675
Rework Adjacent Areas	1 LS		\$2,500.00	\$2,500
				\$70,243
			MKUP	\$3,512
			CCIP	\$3,607
				\$77,361
			<b>ROM</b>	<b>\$80,000</b>

Might be a little conservative, but considering the out of sequence, isolated work - pricing it slightly higher than our standard rates.



Cost H-7 - Gabion wall guardrail foundation

Thanks,  
Jarrod

**JARROD ROSS**, MRICS  
Director



jross@cumming-group.com

P: +1 (415) 400-8742  
C: +1 (808) 292-1953  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



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---

**From:** Dennis Wong <DWong@swinerton.com>  
**Sent:** Thursday, November 11, 2021 8:12 AM  
**To:** Jon Ewing <Jon.Ewing@cumming-group.com>; Jarrod Ross <jross@cumming-group.com>; Andrew Rose <arose@cumming-group.com>  
**Cc:** Lisa Romanoski <Lisa.Romanoski@swinerton.com>  
**Subject:** RE: ROPS 22-23

**EXTERNAL EMAIL :** Use caution with any response, links, or attachments.

JJ, For guardrail this foundation is what we are using for the ROM. Can you finalize a ROM before EOB?

**Dennis Wong, CCM, LEED AP**

Project Executive

**SWINERTON**

MANAGEMENT & CONSULTING

260 Townsend Street  
San Francisco, CA 94107

D 415.617.1451

M 415.652.0496

F 415.984.1292

E [dwong@swinerton.com](mailto:dwong@swinerton.com)

[swinertonmc.com](http://swinertonmc.com)

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---

**From:** Dennis Wong  
**Sent:** Tuesday, November 9, 2021 3:45 PM  
**To:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>; Jarrod Ross <[jross@cumming-group.com](mailto:jross@cumming-group.com)>; Andrew Rose <[arose@cumming-group.com](mailto:arose@cumming-group.com)>  
**Cc:** Lisa Romanoski <[Lisa.Romanoski@swinerton.com](mailto:Lisa.Romanoski@swinerton.com)>  
**Subject:** RE: ROPS 22-23

JJ, Understood 6 in. concrete curb included labor but this approach did not meet the intent of preventing wheelchair from rolling into retention basin. The Corten edging budget from Ahborn is what I was asking whether it included labor. It was not clear if they were provided quantity either. The installation with Hilti screw seems straightforward and probably comparable or even less than the W-H curb detail.

The guardrail ROM needs to be modified to include sawcutting 1 ft of ex. Sidewalk and placement of thicker section with dowels into sidewalk to provide support and moment that guardrail requires. This work needs a ROM from your estimator. Also send me picture of what Ahborn priced for guardrail.

**Dennis Wong, CCM, LEED AP**

Project Executive

**SWINERTON**

MANAGEMENT & CONSULTING

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San Francisco, CA 94107  
D 415.617.1451  
M 415.652.0496  
F 415.984.1292

E [dwong@swinerton.com](mailto:dwong@swinerton.com)

[swinertonmc.com](http://swinertonmc.com)

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SAN DIEGO | SAN FRANCISCO | SANTA CLARA

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**From:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>  
**Sent:** Tuesday, November 9, 2021 3:22 PM  
**To:** Dennis Wong <[DWong@swinerton.com](mailto:DWong@swinerton.com)>; Jarrod Ross <[jross@cumming-group.com](mailto:jross@cumming-group.com)>; Andrew Rose <[arose@cumming-group.com](mailto:arose@cumming-group.com)>  
**Cc:** Lisa Romanoski <[Lisa.Romanoski@swinerton.com](mailto:Lisa.Romanoski@swinerton.com)>  
**Subject:** RE: ROPS 22-23

Hi Dennis,

The ROM provided for the 6" curb along the bioretention area did include labor, but did not included engineering or inspections.

Regarding the guardrail, engineering and inspections were also not included. If core drilling is not an option, Eric will need to propose another detail that would work and this may affect pricing.

Thank you,  
Jon

**JON EWING**

Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



## Tab H Page 31 of 62

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**From:** Dennis Wong <[DWong@swinerton.com](mailto:DWong@swinerton.com)>  
**Sent:** Tuesday, November 9, 2021 12:01 PM  
**To:** Jarrod Ross <[jross@cumming-group.com](mailto:jross@cumming-group.com)>; Andrew Rose <[arose@cumming-group.com](mailto:arose@cumming-group.com)>  
**Cc:** Lisa Romanoski <[Lisa.Romanoski@swinerton.com](mailto:Lisa.Romanoski@swinerton.com)>; Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>  
**Subject:** RE: ROPS 22-23

**EXTERNAL EMAIL :** Use caution with any response, links, or attachments.

Jarrod, Two of the cost might be understated.

The bioretention edge is more like 132k. Not sure if it includes labor for installation? JJ do you know?

The Gabion wall guardrail was requested to include installation but what is assumed? Engineering, inspection, footing, possible sawcut to remove 1 ft of sidewalk? Core drilling into 4 in. sidewalk will not work. This ROM might be light so need estimator to chime in.

**Dennis Wong, CCM, LEED AP**

Project Executive

**SWINERTON**

MANAGEMENT & CONSULTING

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CONCORD | OAKLAND | RICHMOND | SACRAMENTO

SAN DIEGO | SAN FRANCISCO | SANTA CLARA

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**From:** Jarrod Ross <[jross@cumming-group.com](mailto:jross@cumming-group.com)>  
**Sent:** Tuesday, November 9, 2021 11:33 AM  
**To:** Dennis Wong <[DWong@swinerton.com](mailto:DWong@swinerton.com)>; Andrew Rose <[arose@cumming-group.com](mailto:arose@cumming-group.com)>  
**Cc:** Lisa Romanoski <[Lisa.Romanoski@swinerton.com](mailto:Lisa.Romanoski@swinerton.com)>  
**Subject:** RE: ROPS 22-23

Hi Dennis,

Here is my first pass. Let me know your thoughts?

Thanks,  
Jarrod

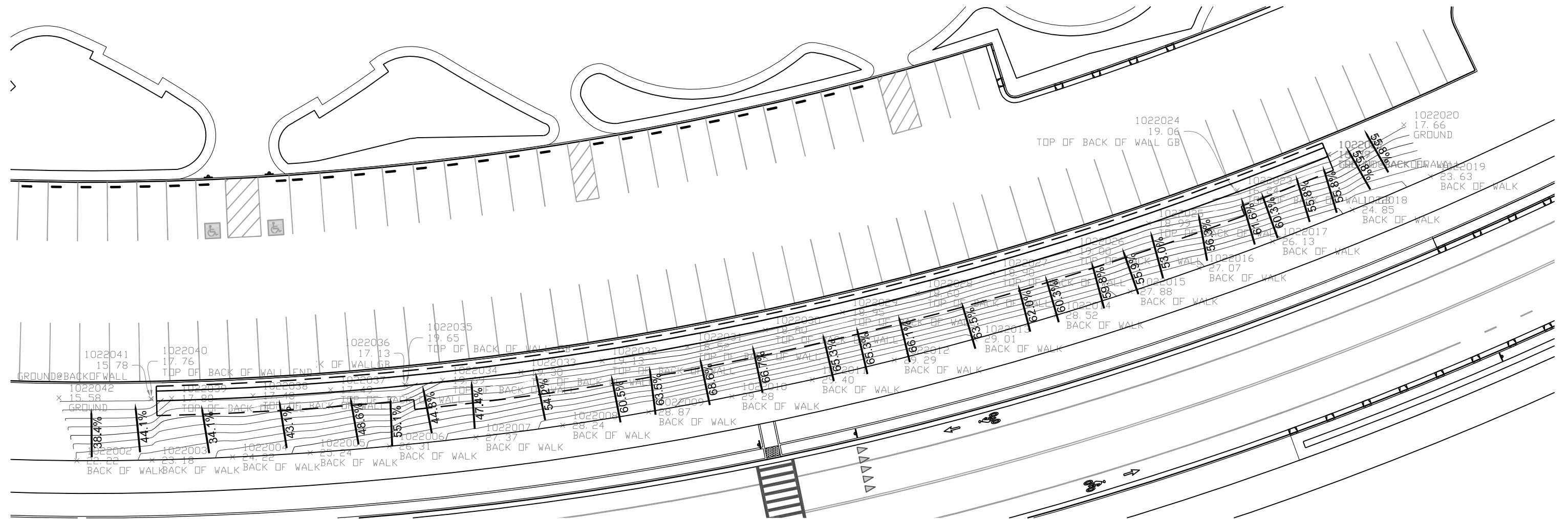
**JARROD ROSS, MRICS**

Director









# EXISTING GABION WALL GRADING 1"=30'

GUARDRAIL example for estimating.

**Dennis Wong**

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**From:** Ari Erfani <aerfani@cumming-group.com>  
**Sent:** Friday, November 5, 2021 11:19 AM  
**To:** Dennis Wong; Lisa Romanoski  
**Cc:** JVass (JVass@kilroyrealty.com); Jon Ewing; Andrew Rose; Jarrod Ross  
**Subject:** Phase IID - Remining Work

External (aerfani@cumming-group.com)

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Hi Dennis,

Further to your request, please refer to the estimated scope, schedule and cost for remaining work in IID.

Scope of work:

The remaining work in IID includes stripping dirt, excavating and fully removing the remaining refuse (refuse can remain on-site), and placing the erosion protection layer to finish grade. This work is succeeding the decommissioning of the existing PGE service that extends down the old Oyster Point Blvd. The decommissioning of this service will be scheduled by PGE as part of the R20 work.

Work Schedule:

Based on recent correspondence with PGE, is that this work will be scheduled sometime in December and will take 2-3 weeks to complete. Therefore, it is safe to assume that the remaining work in IID will start at the end of December/beginning of January. The duration of the remaining work in IID will take 3-4 weeks to complete.

Cost:

This work has previously been forward priced by Teichert and there is an executed change order (27) that reflects this pricing. The quantities reflected on this change order were assumptions at the time, and no longer reflect reality. The remaining refuse quantity in this area is also unknown at this time. It will need to be fully excavated to the extent of the bedrock. The estimated cost to complete this work is \$150,000.

Furthermore, once the remaining refuse in IID is removed and placed at the open space park, the open space park will need to be capped with a clay cap. This clay is no longer available on-site and will need to be sourced by Teichert. The cost of this clay will be roughly \$150,000.

Best  
Ari

Cost H-8 - Import  
Clay for capping  
Open Rec site ROM

**ARI ERFANI**, Ph.D., PE, PMP  
Director



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**Memorandum (11\_12\_2021)**

<b>TO:</b>	Eunejune Kim
<b>DATE:</b>	November 12 <sup>th</sup> , 2021
<b>RE:</b>	Kilroy Oyster Point Development (Phase IC) – Anticipated Restroom Cost Exposures

Eunejune,

Based on communication and current site activities related to the restrooms in the Crescent Beach and Marina parcels, the contractor continues to highlight concerns related to schedule shift and added cost exposures associated with these impacts. Summarized below are items the contractor is focused on resolving to ensure delivery of the restrooms in a timely and cost-effective manner:

- Main switch gear energization delays by PG&E – currently in site contractor’s (Teichert / St. Francis) scope. All power comes from this source and affects turnover of the buildings – if not available when required at each structure, per the schedule).
- Underground Fire Line approval – pending.
- Above Ground Sprinkler System permit approval - pending.
- Restricted Restroom Access (see attached backup)

In addition to the above identified schedule impacts, are the associated Rough Order of Magnitude costs coupled with each of the drivers:

- Extended GC’s & JSR’s - ROM - \$162,000 (\$54,000/month x 3 months)
- Restroom Access – By Crane - ROM - \$ 38,000 (Reduced from original \$60,000 ROM)

Cost H-9 Restrooms PGE Switchgear, permit and access impacts.

These two items are significant cost impacts which we anticipate hitting the bottom line and would be contractually entitled based on the current project standing. As the Developer has currently met their contractual cost obligation of \$9,533,859, it is our recommendation that this additional exposure is captured within the Agency’s budget deficit matrix and is noted as a 100% cost obligation to the Agency.

These values are reflected as Rough Orders of Magnitude currently but will be reconciled following a formal submission by Hathaway Dinwiddie, after reconciliation against their updated construction schedule.

To the extent possible, these costs will be reduced to the minimum exposure feasible.

Jarrod Ross  
 Director  
 Cumming Management Group, Inc.

Cc: Dennis Wong, Swinerton Management Consulting (City of SSF)

**Jarrold Ross**

---

**From:** Gerald Hackett <HACKETTG@HDCCO.COM>  
**Sent:** Friday, October 15, 2021 5:41 PM  
**To:** Jon Ewing; Ari Erfani; Jonas Vass (JVass@kilroyrealty.com); Jarrod Ross  
**Cc:** Amy Eliot; Kenneth Lin; Tom Prosser; James Lawrence; Greg Fujita; Ed Conlon; Dipesh Desai; Adrian Flores  
**Subject:** Oyster Point - Phase 1C Restrooms, Schedule Update  
**Attachments:** Oyster Point Restrooms Schedule 10-14-21.pdf; Oyster Point Restrooms Schedule Recovery 10-14-21.pdf

**EXTERNAL EMAIL :** Use caution with any response, links, or attachments.

Hello OP1C Restrooms Team,

2 schedule updates attached, and I'll briefly explain the difference. To oversimplify, if we have permission to polish 99% of the East and West restroom floors BEFORE the sprinkler line blockout concrete is poured, we believe we can deliver a completed EAST to the client by February 10<sup>th</sup> and WEST at the end of March. If we have to wait to polish concrete until all fire-line blockout concrete is poured/cured, then East and West would not deliver until early April. Based on our discussion with Jon and our field walk with Amy today, I believe everyone is willing to embrace the '10/14 Recovery Schedule' and not the other attachment with April deliveries. **However, we need client/design team written confirmation that this is acceptable.**

**Recovery Schedule Delivery Dates:**

Beach – 12/16/21

East – 2/10/22

West – 3/23/22

Other schedule related impacts that are not resolved yet:

- Underground Fire Line is not yet approved. Our schedule includes reasonable estimates to reach approval. We expect to resubmit next week, and shortly after for the separate above ground sprinkler system permit.
- Our schedule expects to pour West walls on 11/5. If access is restricted or delays are directed by client such as happened at East for landscaping activities, this will impact delivery.
- Our paint subcontractor has advised us of possible supply chain/logistics delays with shipping of the Tnemec paint from Kansas City. We don't have any specific information as of yet, but we're already working with the architect to mitigate this risk as much as possible.
- We don't have information yet on when the out-of-scope St. Francis main switch gear will be energized by PGE. All of our power comes from this source and will affect our turnover if unavailable when needed at each structure.
- We do not yet have client direction on signage, key schedule, or security systems (in-scope or by others) to operate electrified door hardware being installed at doors anticipating card readers.

Please let me know if you have any questions.

Best regards,  
-Chip

GERALD HACKETT, LEED® GA, STSC  
PROJECT MANAGER





ID	Name	Dur	Start	Finish	- % -	Sep '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22
1	<b>GC Selection</b>	41.8 w	10/26/20	8/24/21	100%									
2	Pricing	0 w	10/26/20	10/26/20	100%									
3	Interview	0 d	11/4/20	11/4/20	100%									
4	Review & Award Contract	41.8 w	10/26/20	8/24/21	100%									
5	NTP	0 w	5/10/21	5/10/21	100%									
6	<b>Subcontractor</b>	8 w	5/11/21	7/7/21	100%									
7	Execute contracts with subcontractor	8 w	5/11/21	7/7/21	100%									
8	LOI to Critical Subcontractors	0 w	5/14/21	5/14/21	100%									
9	<b>Submittals / Procurement</b>	27 w	5/11/21	11/22/21	93%									
10	<b>Foundation, Rebar, Concrete Structure</b>	7.6 w	5/17/21	7/9/21	100%									
11	Submittal	3.6 w	5/17/21	6/10/21	100%									
12	Submittal Approval	1 w	6/11/21	6/17/21	100%									
13	Procurement / Fabrication	3 w	6/18/21	7/9/21	100%									
14	Rebar Fabrication	2 w	6/18/21	7/1/21	100%									
15	Liner Lead time	3 w	5/26/21	6/16/21	100%									
16	<b>Structural Steel - C.E. Toland</b>	17.2 w	5/17/21	9/17/21	100%									
17	Shops / Submittals - Embeds	2.8 w	5/17/21	6/4/21	100%									
18	Review & Approval- Embeds	7 d	6/7/21	6/15/21	100%									
19	Shop Drawings - Structure Steel & Roofing	4 w	5/17/21	6/14/21	100%									
20	Review & Approval- Structure Steel & Roofing- Revise & re	4 d	6/15/21	6/18/21	100%									
21	RFI 23.1 - 1" offsets @ Beach Restroom Layout	6 d	7/6/21	7/13/21	100%									
22	Revise & Resubmit Shop Drawings - Structure Steel & Roc	23 d	6/21/21	7/22/21	100%									
23	Review & Approval - 2nd Round Structure Steel & Roofing	4 d	7/23/21	7/28/21	100%									
24	<b>Beach</b>	6.4 w	7/29/21	9/14/21	100%									
25	Fabrication Drawings	2 w	7/29/21	8/11/21	100%									
26	Roll Material	2 w	8/5/21	8/18/21	100%									
27	Shop Fab and Galvanizing	3.4 w	8/19/21	9/14/21	100%									
28	<b>Marina East</b>	7 w	7/29/21	9/17/21	100%									
29	Fabrication Drawings	2 w	7/29/21	8/11/21	100%									
30	Roll Material	2 w	8/5/21	8/18/21	100%									
31	Shop Fab and Galvanizing	4 w	8/19/21	9/17/21	100%									
32	<b>Marina West</b>	7 w	7/29/21	9/17/21	100%									
33	Fabrication Drawings	2 w	7/29/21	8/11/21	100%									
34	Roll Material	2 w	8/5/21	8/18/21	100%									
35	Shop Fab and Galvanizing	4 w	8/19/21	9/17/21	100%									
36	<b>Metal Fascia, Standing Seam Roof - Frank &amp; Booth</b>	22.8 w	5/17/21	10/27/21	94%									
37	Shops / Submittals	1.6 w	5/17/21	5/26/21	100%									
38	Review & Approval	1 w	5/27/21	6/3/21	100%									
39	Sample approval process	7 d	6/4/21	6/14/21	100%									
40	Shop Drawings	3.6 w	5/17/21	6/10/21	100%									
41	Review & Approve Shop Drawings - Revise & Resubmit	1 w	6/11/21	6/17/21	100%									
42	Revise & Resubmit Shop Drawings - 2nd Round	32 d	6/18/21	8/3/21	100%									
43	Review & Approval - 2nd Round	3 d	8/4/21	8/6/21	100%									
44	Procure / Fabricate	8 w	7/21/21	9/16/21	100%									
45	Manufacturing Material / Fabrication Delay	4 w	9/17/21	10/14/21	100%									
46	Ship to Site	9 d	10/15/21	10/27/21	0%									
47	<b>Other Electrical</b>	5.4 w	5/17/21	6/23/21	100%									
48	<b>UG Utilities</b>	4 w	5/17/21	6/14/21	100%									
49	Submittal - UG Utilities	2.8 w	5/17/21	6/4/21	100%									
50	Submittal Approval	1 d	6/7/21	6/7/21	100%									
51	Procurement / Fabrication	1 w	6/8/21	6/14/21	100%									
52	<b>In Slab Utilities</b>	5.4 w	5/17/21	6/23/21	100%									
53	Submittal - UG Utilities	4.2 w	5/17/21	6/15/21	100%									
54	Submittal Approval	3 d	6/16/21	6/18/21	100%									
55	Procurement / Fabrication	3 d	6/21/21	6/23/21	100%									
56	<b>Plumbing Fixtures / Hot Water Tank</b>	21.2 w	5/17/21	10/15/21	99%									
57	Submittals / Shops	6 d	5/17/21	5/24/21	100%									



ID	Name	Dur	Start	Finish	- % -	Sep '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22
115	RFI submitted	1 d	5/27/21	5/27/21	100%									
116	RFI response	2.8 w	5/28/21	6/17/21	100%									
117	Build Template & Schedule Crews	1 w	6/18/21	6/24/21	100%									
118	<b>RFI 022 - Clarification for Utility &amp; Trench Details</b>	<b>1.6 w</b>	<b>6/3/21</b>	<b>6/14/21</b>	<b>100%</b>									
119	RFI Submitted	0 w	6/3/21	6/3/21	100%									
120	RFI Response	8 d	6/3/21	6/14/21	100%									
121	<b>RFI 035 - Fire Sprinkler Pricing Set</b>	<b>4.2 w</b>	<b>6/23/21</b>	<b>7/22/21</b>	<b>100%</b>									
122	RFI Submitted	0 w	6/23/21	6/23/21	100%									
123	RFI Response - Included in Bulletin # 1 issued on 7/22/21	21 d	6/23/21	7/22/21	100%									
124	<b>RFI 020 - Polish Concrete Finishes Clarification</b>	<b>9.6 w</b>	<b>6/3/21</b>	<b>8/10/21</b>	<b>100%</b>									
125	RFI Submitted	0 w	6/3/21	6/3/21	100%									
126	RFI Response	8 d	6/3/21	6/14/21	100%									
127	RFI Response - shows Class B finish- HD Trying to confirm	8 w	6/15/21	8/10/21	100%									
128	<b>RFI 030, RFI 038 - Methane Mitigation System</b>	<b>3.4 w</b>	<b>7/8/21</b>	<b>7/30/21</b>	<b>100%</b>									
129	RFI Submitted	0 w	7/8/21	7/8/21	100%									
130	RFI Response	6 d	7/8/21	7/15/21	100%									
131	RFI 038 response	9 d	7/8/21	7/20/21	100%									
132	RFI Response -- Added Methane Mitigation System Procur	11 d	7/16/21	7/30/21	100%									
133	<b>RFI 053 - Marina West and East Fire Blockout</b>	<b>0.4 w</b>	<b>8/2/21</b>	<b>8/3/21</b>	<b>100%</b>									
134	RFI submitted	0 w	8/2/21	8/2/21	100%									
135	RFI Response	2 d	8/2/21	8/3/21	100%									
136	<b>RFI 047</b>	<b>1.4 w</b>	<b>7/23/21</b>	<b>8/2/21</b>	<b>100%</b>									
137	RFI Issued on	0 w	7/23/21	7/23/21	100%									
138	RFI answered	7 d	7/23/21	8/2/21	100%									
139	<b>RFI 070 &amp; 072 - Final Door Hardware</b>	<b>17 w</b>	<b>9/13/21</b>	<b>1/14/22</b>	<b>0%</b>									
140	RFI Submitted	0 w	9/13/21	9/13/21	0%									
141	Owner Review & Direction on Key Schedule	6 w	9/13/21	10/22/21	0%									
142	Procure & Fabricate - East & West	11 w	10/25/21	1/14/22	0%									
143	Procure & Fabricate for Beach Restroom	2 w	10/25/21	11/5/21	0%									
144														
145	<b>Fire Sprinkler Permit</b>	<b>20.6 w</b>	<b>6/17/21</b>	<b>11/12/21</b>	<b>65%</b>									
146	Owner Direction to Proceed with UG Fire Water line	0 w	6/17/21	6/17/21	100%									
147	Owner Direction to HDCCo to Pull Permit for UG Fire Water	0 w	7/22/21	7/22/21	100%									
148	Fire Marshal informed HDCCo & Owner - work installed with n	0 w	7/29/21	7/29/21	100%									
149	Meeting with Engineer , design Team, owner, HDCCo & FM- N	0 w	8/2/21	8/2/21	100%									
150	Engineer to create stamped drawings based on 8/2/21 meeting	24 d	8/2/21	9/2/21	100%									
151	Submit to Fire marshal for Review & Approval - Rejected	3 w	9/7/21	9/27/21	100%									
152	Review with Team	0 w	9/27/21	9/27/21	100%									
153	Resubmit - Only for Below Ground	3.6 w	9/28/21	10/21/21	72%									
154	Fire Marshal Review & Approve	2 w	10/22/21	11/4/21	0%									
155	Resubmit - for Above Ground	4.6 w	9/28/21	10/28/21	57%									
156	Fire Marshal Review & Approve	2 w	10/29/21	11/12/21	0%									
157	<b>Inclement Weather</b>	<b>0.2 w</b>	<b>8/5/21</b>	<b>8/5/21</b>	<b>100%</b>									
158	Inclement Weather	1 d	8/5/21	8/5/21	100%									
159	<b>Sump Pumps @ Marina East &amp; West</b>	<b>15 w</b>	<b>6/15/21</b>	<b>9/30/21</b>	<b>100%</b>									
160	Owner Direction to Hold off on Procurement of Sump Pumps	0 w	6/15/21	6/15/21	100%									
161	Owner Direction to procure Sump Pumps	0 w	7/15/21	7/15/21	100%									
162	HD / PPM Review & Procure Sump Pumps	6.2 w	7/15/21	8/26/21	100%									
163	Missing Parts - Shipped back - new Delivery Date	5 d	8/27/21	9/2/21	100%									
164	Global Procurement Issues of Missing Part ( Parts fabricated i	3.6 w	9/7/21	9/30/21	100%									
165														
166	<b>Construction - Tenant Improvements</b>	<b>50.6 w</b>	<b>3/21/21</b>	<b>3/23/22</b>	<b>47%</b>									
167	<b>Beach</b>	<b>37.4 w</b>	<b>3/21/21</b>	<b>12/16/21</b>	<b>78%</b>									
168	Pad Constructed - By Teichert	0 ed	3/21/21	3/21/21	100%									
169	Pad Surcharge	24 d	3/22/21	4/22/21	100%									
170	Pad Ready for Construction	0 d	4/22/21	4/22/21	100%									
171	Teichert - Underground to 5' of Building Complete ( Storm,	3.4 w	6/4/21	6/28/21	100%									

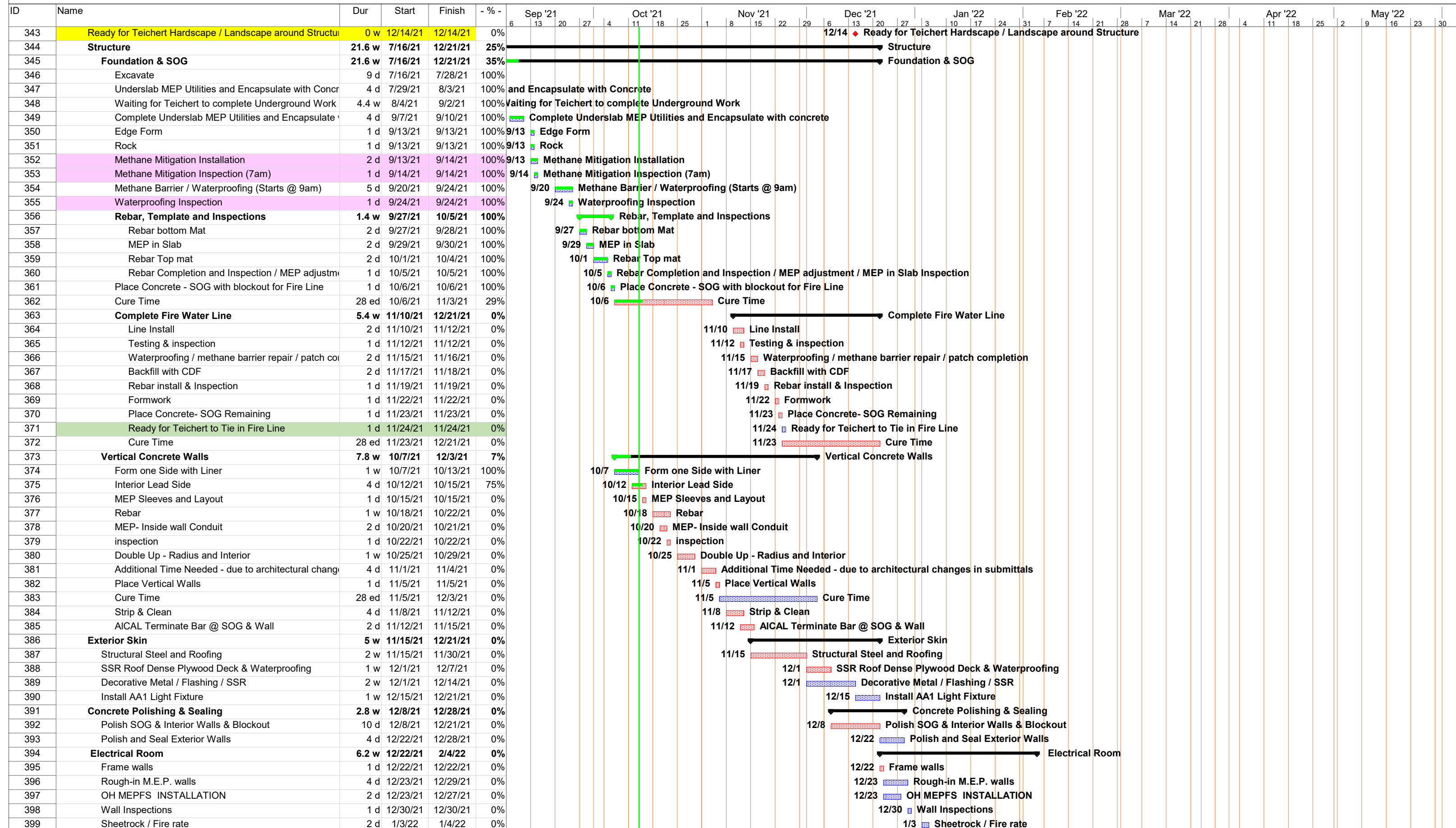


ID	Name	Dur	Start	Finish	- % -	Sep '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22	
172	Teichert - Additional Fire Water Line - Waiting for Design	10 w	6/4/21	8/13/21	100%	Final Fire Water Line - Waiting for Design									
173	Ready for Teichert Hardscape / Landscape around Structure	0 w	10/21/21	10/21/21	0%	10/21 Ready for Teichert Hardscape / Landscape around Structure									
174	<b>Structure</b>	<b>13.6 w</b>	<b>7/9/21</b>	<b>10/14/21</b>	<b>100%</b>	<b>Structure</b>									
175	<b>Foundation &amp; SOG</b>	<b>9 w</b>	<b>7/9/21</b>	<b>9/13/21</b>	<b>100%</b>	<b>Foundation &amp; SOG</b>									
176	Excavate	2 d	7/9/21	7/12/21	100%										
177	Underslab MEP Utilities and Encapsulate with Concrete	4 d	7/13/21	7/16/21	100%	ate with Concrete									
178	Edge Form	1 d	7/15/21	7/15/21	100%										
179	Rock	1 d	7/19/21	7/19/21	100%										
180	Methane Mitigation Installation	1 d	7/30/21	7/30/21	100%	tion									
181	Methane Mitigation Inspection (7am)	1 d	8/2/21	8/2/21	100%	ction (7am)									
182	Methane Barrier / Waterproofing (Starts @ 9am)	3 d	8/4/21	8/6/21	100%	erproofing (Starts @ 9am)									
183	Waterproofing Inspection	1 d	8/6/21	8/6/21	100%	tion									
184	Rebar, Template and Inspections	5 d	8/9/21	8/13/21	100%	and Inspections									
185	Matt Slab MEP	2 d	8/12/21	8/13/21	100%										
186	Place Concrete	1 d	8/16/21	8/16/21	100%	e									
187	Cure Time	28 ed	8/16/21	9/13/21	100%	Cure Time									
188	<b>Vertical Concrete Walls</b>	<b>8.2 w</b>	<b>8/17/21</b>	<b>10/14/21</b>	<b>100%</b>	<b>Vertical Concrete Walls</b>									
189	Form one Side with Liner	1 w	8/17/21	8/23/21	100%	e Side with Liner									
190	Interior Lead Side	4 d	8/20/21	8/25/21	100%	Lead Side									
191	MEP Sleeves and Layout	1 d	8/25/21	8/25/21	100%	eeves and Layout									
192	Rebar	1 w	8/26/21	9/1/21	100%	abar									
193	MEP- Inside wall Conduit	2 d	8/30/21	8/31/21	100%	P- Inside wall Conduit									
194	inspection	1 d	9/1/21	9/1/21	100%	spection									
195	Double Up - Radius and Interior	1 w	9/2/21	9/10/21	100%	Double Up - Radius and Interior									
196	Additional Time Needed - due to architectural changes in submittals	3 d	9/13/21	9/15/21	100%	9/13 Additional Time Needed - due to architectural changes in submittals									
197	Place Vertical Walls	1 d	9/16/21	9/16/21	100%	9/16 Place Vertical Walls									
198	Cure Time	28 ed	9/16/21	10/14/21	100%	9/16 Cure Time									
199	Strip and Clean Up	2 d	9/17/21	9/20/21	100%	9/17 Strip and Clean Up									
200	ALCAL - Trim Bar @ SOG & Walls	1 d	10/14/21	10/14/21	100%	10/14 ALCAL - Trim Bar @ SOG & Walls									
201	<b>Exterior Skin</b>	<b>9 w</b>	<b>9/22/21</b>	<b>11/24/21</b>	<b>46%</b>	<b>Exterior Skin</b>									
202	Structural Steel and Roofing - C.E. Toland	9 d	9/22/21	10/4/21	100%	9/22 Structural Steel and Roofing - C.E. Toland									
203	Plywood Type Clarification and Procurement	8 d	10/5/21	10/14/21	100%	10/5 Plywood Type Clarification and Procurement									
204	SSR Roof Dense Plywood Deck & Waterproofing	1 w	10/15/21	10/21/21	0%	10/15 SSR Roof Dense Plywood Deck & Waterproofing									
205	Decorative Metal / Flashing / SSR - Frank & Booth	2 w	10/28/21	11/10/21	0%	10/28 Decorative Metal / Flashing / SSR - Frank & Booth									
206	install AA1 Lights	1 w	11/18/21	11/24/21	0%	11/18 install AA1 Lights									
207	<b>Concrete Polishing &amp; Sealing</b>	<b>3.4 w</b>	<b>10/15/21</b>	<b>11/8/21</b>	<b>0%</b>	<b>Concrete Polishing &amp; Sealing</b>									
208	SOG Polish Mockup ( First In Place Ready for Review)	1 d	10/15/21	10/15/21	0%	10/15 SOG Polish Mockup ( First In Place Ready for Review)									
209	Polish SOG & Interior Walls	8 d	10/22/21	11/2/21	0%	10/22 Polish SOG & Interior Walls									
210	Polish and Seal Exterior Walls	4 d	11/3/21	11/8/21	0%	11/3 Polish and Seal Exterior Walls									
211	<b>Interiors</b>	<b>4.2 w</b>	<b>11/3/21</b>	<b>12/6/21</b>	<b>0%</b>	<b>Interiors</b>									
212	<b>Ceiling Grid</b>	<b>2.6 w</b>	<b>11/16/21</b>	<b>12/6/21</b>	<b>0%</b>	<b>Ceiling Grid</b>									
213	Paint Tnemec Paint	2 d	11/16/21	11/17/21	0%	11/16 Paint Tnemec Paint									
214	Ceiling Grid	2 d	11/18/21	11/19/21	0%	11/18 Ceiling Grid									
215	In Grid MEPFS	3 d	11/22/21	11/24/21	0%	11/22 In Grid MEPFS									
216	Inspection	1 d	11/29/21	11/29/21	0%	11/29 Inspection									
217	Drop Wood Ceiling Finishes	5 d	11/30/21	12/6/21	0%	11/30 Drop Wood Ceiling Finishes									
218	Install Exterior Door and Hardware	1 w	11/3/21	11/9/21	0%	11/3 Install Exterior Door and Hardware									
219	Lav Tops	4 d	11/3/21	11/8/21	0%	11/3 Lav Tops									
220	Plumbing Fixtures	1 w	11/9/21	11/16/21	0%	11/9 Plumbing Fixtures									
221	MEP Trim	2 d	11/17/21	11/18/21	0%	11/17 MEP Trim									
222	Doors & Hardware	3 d	11/17/21	11/19/21	0%	11/17 Doors & Hardware									
223	Mirrors & Hand Dryers on Site	1 d	11/17/21	11/17/21	0%	11/17 Mirrors & Hand Dryers on Site									
224	Install Mirrors & hand dryers	2 d	11/18/21	11/19/21	0%	11/18 Install Mirrors & hand dryers									
225	Accessories	3 d	11/22/21	11/24/21	0%	11/22 Accessories									
226	Final Clean	3 d	11/29/21	12/1/21	0%	11/29 Final Clean									
227	<b>Final Inspections &amp; Start-up</b>	<b>2.8 w</b>	<b>11/29/21</b>	<b>12/16/21</b>	<b>0%</b>	<b>Final Inspections &amp; Start-up</b>									
228	Punchlist / Permit Corrections	3 d	12/2/21	12/6/21	0%	12/2 Punchlist / Permit Corrections									

ID	Name	Dur	Start	Finish	- % -	Sep '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22
229	Need PGE Permanent Power & Wire Pulled from West	0 w	11/29/21	11/29/21	0%				11/29					
230	Terminate Wire	3 d	11/29/21	12/1/21	0%				11/29					
231	Start-up	3 d	12/2/21	12/6/21	0%				12/2					
232	Balancing	3 d	12/7/21	12/9/21	0%				12/7					
233	Commissioning	3 d	12/10/21	12/14/21	0%				12/10					
234	Final Inspections	2 d	12/15/21	12/16/21	0%				12/15					
235	<b>Marina East</b>	<b>40.2 w</b>	<b>4/23/21</b>	<b>2/10/22</b>	<b>46%</b>									
236	Pad Constructed - By Teichert	0 ed	4/23/21	4/23/21	100%									
237	Pad Surcharge	22 d	4/23/21	5/24/21	100%									
238	Pad Ready for Construction	0 d	5/24/21	5/24/21	100%									
239	Teichert - Underground 5' of Building Complete - Storm, Dr	0 w	7/2/21	7/2/21	100%									
240	Teichert - Additional Fire Water Line - Waiting for Design	9 w	6/4/21	8/6/21	100%									
241	Ready for Teichert Hardscape / Landscape around Structure	0 w	11/12/21	11/12/21	0%				11/12					
242	<b>Structure</b>	<b>22.2 w</b>	<b>7/13/21</b>	<b>12/21/21</b>	<b>58%</b>									
243	<b>Foundation &amp; SOG</b>	<b>22.2 w</b>	<b>7/13/21</b>	<b>12/21/21</b>	<b>54%</b>									
244	Excavate	3 d	7/13/21	7/15/21	100%									
245	Underslab MEP Utilities and Encapsulate with Concrete	1 w	7/16/21	7/22/21	100%									
246	Edge Form	1 d	7/20/21	7/20/21	100%									
247	Rock	1 d	7/23/21	7/23/21	100%									
248	Methane Mitigation Installation	1 d	8/2/21	8/2/21	100%									
249	Methane Mitigation Inspection (7am)	1 d	8/3/21	8/3/21	100%									
250	Excavate for relocated Fire Line	3 d	8/9/21	8/11/21	100%									
251	Methane Barrier / Waterproofing (Starts @ 9am)	5 d	8/9/21	8/13/21	100%									
252	Waterproofing Inspection	1 d	8/13/21	8/13/21	100%									
253	Rebar, Template and Inspections	5 d	8/16/21	8/20/21	100%									
254	Matt Slab MEP	2 d	8/19/21	8/20/21	100%									
255	Place Concrete	1 d	8/23/21	8/23/21	100%									
256	Cure Time	28 ed	8/23/21	9/20/21	100%									
257	<b>Complete Fire Water Line</b>	<b>6 w</b>	<b>11/5/21</b>	<b>12/21/21</b>	<b>0%</b>									
258	Schedule Crews	3 d	11/5/21	11/9/21	0%				11/5					
259	Line Install	2 d	11/10/21	11/12/21	0%				11/10					
260	Testing & inspection	1 d	11/12/21	11/12/21	0%				11/12					
261	Waterproofing / methane barrier repair / patch completion	2 d	11/15/21	11/16/21	0%				11/15					
262	Backfill with CDF	2 d	11/17/21	11/18/21	0%				11/17					
263	Rebar install & Inspection	1 d	11/19/21	11/19/21	0%				11/19					
264	Formwork	1 d	11/22/21	11/22/21	0%				11/22					
265	Place Concrete- SOG Remaining	1 d	11/23/21	11/23/21	0%				11/23					
266	Ready for Teichert to Tie in Fire Line	1 d	11/24/21	11/24/21	0%				11/24					
267	Cure Time	28 ed	11/23/21	12/21/21	0%				11/23					
268	<b>Vertical Concrete Walls</b>	<b>9.2 w</b>	<b>8/24/21</b>	<b>10/28/21</b>	<b>65%</b>									
269	Form one Side with Liner	1 w	8/24/21	8/30/21	100%									
270	Interior Lead Side	4 d	8/27/21	9/1/21	100%									
271	MEP Sleeves and Layout	1 d	9/1/21	9/1/21	100%									
272	Rebar	1 w	9/2/21	9/10/21	100%									
273	MEP- Inside wall Conduit	2 d	9/8/21	9/9/21	100%									
274	inspection	1 d	9/10/21	9/10/21	100%									
275	Double Up - Radius and Interior	1 w	9/13/21	9/17/21	100%									
276	Delayed Pour to accommodate Teichert activities - C	8 d	9/20/21	9/29/21	100%									
277	Place Vertical Walls	1 d	9/30/21	9/30/21	100%				9/30					
278	Cure Time	28 ed	9/30/21	10/28/21	50%				9/30					
279	Strip & Clean	4 d	10/1/21	10/6/21	100%				10/1					
280	ALCAL Trim Bar @ SOG & Walls	2 d	10/14/21	10/15/21	50%				10/14					
281	<b>Exterior Skin</b>	<b>6.6 w</b>	<b>10/8/21</b>	<b>11/24/21</b>	<b>17%</b>									
282	Structural Steel and Roofing - C.E. Toland	2 w	10/8/21	10/21/21	50%				10/8					
283	SSR Roof Dense Plywood Deck & Waterproofing	1 w	10/22/21	10/28/21	0%				10/22					
284	Decorative Metal / Flashing / SSR	2 w	10/29/21	11/12/21	0%				10/29					
285	Install AA1 Light Fixture	1 w	11/18/21	11/24/21	0%				11/18					



ID	Name	Dur	Start	Finish	- % -	Sep '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22
286	<b>Concrete Polishing &amp; Sealing</b>	<b>7.4 w</b>	<b>10/29/21</b>	<b>12/23/21</b>	<b>0%</b>									
287	Polish SOG & Interior Walls	10 d	10/29/21	11/12/21	0%			10/29						
288	Polish and Seal Exterior Walls	4 d	11/15/21	11/18/21	0%			11/15						
289	Polish Block Out Area	2 d	12/22/21	12/23/21	0%				12/22					
290	<b>Electrical Room</b>	<b>6.2 w</b>	<b>11/15/21</b>	<b>12/30/21</b>	<b>0%</b>									
291	Frame walls	1 d	11/15/21	11/15/21	0%			11/15						
292	Rough-in M.E.P. walls	4 d	11/16/21	11/19/21	0%			11/16						
293	OH MEPFS INSTALLATION	2 d	11/16/21	11/17/21	0%			11/16						
294	Wall Inspections	1 d	11/22/21	11/22/21	0%			11/22						
295	Sheetrock / Fire rate	2 d	11/23/21	11/24/21	0%			11/23						
296	Install Sleeves	1 d	11/29/21	11/29/21	0%			11/29						
297	Tape / Fire caulk	2 d	11/30/21	12/1/21	0%			11/30						
298	Plywood walls	1 d	12/2/21	12/2/21	0%				12/2					
299	Prime and Paint wall	2 d	12/3/21	12/6/21	0%				12/3					
300	Flooring	3 d	12/7/21	12/9/21	0%				12/7					
301	Install Door frame	1 d	12/10/21	12/10/21	0%				12/10					
302	Install Panels for Power	3 d	12/13/21	12/15/21	0%				12/13					
303	Install Tele / Data Racks and Trays	3 d	12/16/21	12/20/21	0%				12/16					
304	Install Wiremold	3 d	12/22/21	12/27/21	0%				12/22					
305	Install Cable	3 d	12/28/21	12/30/21	0%				12/28					
306	Install door and Hardware	1 d	12/28/21	12/28/21	0%				12/28					
307	<b>Interiors</b>	<b>10.2 w</b>	<b>11/16/21</b>	<b>1/31/22</b>	<b>0%</b>									
308	Frame Walls & Ceilings	6 d	11/16/21	11/23/21	0%			11/16						
309	MEP in-wall Rough in-in	4 d	11/22/21	11/29/21	0%			11/22						
310	Rock Walls and Ceilings	6 d	11/30/21	12/7/21	0%			11/30						
311	Gyp, Tape, & Finish Walls & Ceilings	4 d	12/8/21	12/13/21	0%				12/8					
312	Paint Including Tnemec paint above ceiling	3 d	12/14/21	12/16/21	0%				12/14					
313	<b>Ceiling</b>	<b>2.6 w</b>	<b>12/17/21</b>	<b>1/6/22</b>	<b>0%</b>									
314	Ceiling Grid	3 d	12/17/21	12/21/21	0%				12/17					
315	In Grid MEPFS	5 d	12/21/21	12/28/21	0%				12/21					
316	Inspections	1 d	12/29/21	12/29/21	0%				12/29					
317	Drop Ceiling Wood Finishes	5 d	12/30/21	1/6/22	0%				12/30					
318	Ceramic Tile	2 w	12/17/21	1/3/22	0%				12/17					
319	Lav Tops & Tile above	4 d	1/4/22	1/7/22	0%				1/4					
320	Plumbing Fixtures	1 w	1/10/22	1/14/22	0%				1/10					
321	MEP Trim	2 d	1/17/22	1/18/22	0%				1/17					
322	Doors & Hardware	3 d	1/17/22	1/19/22	0%				1/17					
323	Mirrors & Hand Dryers on Site	1 d	1/17/22	1/17/22	0%				1/17					
324	Install Mirrors & hand dryers	2 d	1/18/22	1/19/22	0%				1/18					
325	Partitions	3 d	1/17/22	1/19/22	0%				1/17					
326	Accessories	3 d	1/20/22	1/24/22	0%				1/20					
327	Final Paint	2 d	1/25/22	1/26/22	0%				1/25					
328	Final Clean	3 d	1/27/22	1/31/22	0%				1/27					
329	<b>Final Inspections &amp; Start-up</b>	<b>2.8 w</b>	<b>1/21/22</b>	<b>2/10/22</b>	<b>0%</b>									
330	Punchlist / Permit Corrections	3 d	1/27/22	1/31/22	0%				1/27					
331	Need PGE Permanent Power & Wire Pulled - BY Teich	0 w	1/21/22	1/21/22	0%				1/21					
332	Terminate Wire	3 d	1/24/22	1/26/22	0%				1/24					
333	Start-up ( Including Sump Pump)	3 d	1/27/22	1/31/22	0%				1/27					
334	Balancing	3 d	2/1/22	2/3/22	0%				2/1					
335	Commissioning	3 d	2/4/22	2/8/22	0%				2/4					
336	Final Inspections	2 d	2/9/22	2/10/22	0%				2/9					
337	<b>Marina West</b>	<b>41.8 w</b>	<b>5/21/21</b>	<b>3/23/22</b>	<b>27%</b>									
338	Pad Constructed - By Teichert	0 ed	5/21/21	5/21/21	100%									
339	Pad Surcharge	21 d	5/21/21	6/21/21	100%									
340	Pad Ready for Construction	0 d	6/21/21	6/21/21	100%									
341	Teichert - Underground 5' of Building Complete	0 w	7/2/21	7/2/21	100%									
342	Teichert - Additional Fire Water Line - Waiting for Design	10 w	6/4/21	8/13/21	100%									



ID	Name	Dur	Start	Finish	- % -	Sep '21	Oct '21	Nov '21	Dec '21	Jan '22	Feb '22	Mar '22	Apr '22	May '22
400	Install Sleeves	1 d	1/5/22	1/5/22	0%					1/5				
401	Tape / Fire caulk	2 d	1/6/22	1/7/22	0%					1/6				
402	Plywood walls	1 d	1/10/22	1/10/22	0%					1/10				
403	Prime and Paint wall	2 d	1/11/22	1/12/22	0%					1/11				
404	Flooring	3 d	1/13/22	1/17/22	0%					1/13				
405	Install Door frame	1 d	1/18/22	1/18/22	0%					1/18				
406	Install Panels for Power	3 d	1/19/22	1/21/22	0%					1/19				
407	Install Tele / Data Racks and Trays	3 d	1/24/22	1/26/22	0%					1/24				
408	Install Wiremold	3 d	1/28/22	2/1/22	0%					1/28				
409	Install Cable	3 d	2/2/22	2/4/22	0%					2/2				
410	Install door and Hardware	1 d	2/2/22	2/2/22	0%					2/2				
411	<b>Interiors</b>	<b>10.8 w</b>	<b>12/23/21</b>	<b>3/11/22</b>	<b>0%</b>									
412	Frame Walls & Ceilings	6 d	12/23/21	1/3/22	0%				12/23					
413	MEP in-wall Rough in-in	4 d	12/30/21	1/5/22	0%				12/30					
414	Rock Walls and Ceilings	6 d	1/6/22	1/13/22	0%					1/6				
415	Gyp, Tape, & Finish Walls & Ceilings	4 d	1/14/22	1/19/22	0%					1/14				
416	Paint Including Tnemec at above Ceiling	3 d	1/20/22	1/24/22	0%					1/20				
417	<b>Ceiling</b>	<b>2.6 w</b>	<b>1/25/22</b>	<b>2/10/22</b>	<b>0%</b>									
418	Ceiling Grid	3 d	1/25/22	1/27/22	0%					1/25				
419	In Grid MEPFS	5 d	1/27/22	2/2/22	0%					1/27				
420	Inspections	1 d	2/3/22	2/3/22	0%					2/3				
421	Drop Ceiling Wood Finishes	5 d	2/4/22	2/10/22	0%					2/4				
422	Waterproof / Slab Level for Drains	1 w	1/25/22	1/31/22	0%					1/25				
423	Ceramic Tile	2 w	1/28/22	2/10/22	0%					1/28				
424	Lav Tops & Tile above	4 d	2/11/22	2/16/22	0%					2/11				
425	Plumbing Fixtures	1 w	2/17/22	2/24/22	0%					2/17				
426	MEP Trim	2 d	2/25/22	2/28/22	0%					2/25				
427	Doors & Hardware	3 d	2/25/22	3/1/22	0%					2/25				
428	Mirrors & Hand Dryers on Site	1 d	2/25/22	2/25/22	0%					2/25				
429	Install Mirrors & hand dryers	2 d	2/28/22	3/1/22	0%					2/28				
430	Partitions	3 d	2/25/22	3/1/22	0%					2/25				
431	Accessories	3 d	3/2/22	3/4/22	0%					3/2				
432	Final Paint	2 d	3/7/22	3/8/22	0%					3/7				
433	Final Clean	3 d	3/9/22	3/11/22	0%					3/9				
434	<b>Final Inspections &amp; Start-up</b>	<b>2.8 w</b>	<b>3/3/22</b>	<b>3/23/22</b>	<b>0%</b>									
435	Punchlist / Permit Corrections	3 d	3/9/22	3/11/22	0%					3/9				
436	Need PGE Permanent Power & Wire Pulled - BY Teichert	0 w	3/3/22	3/3/22	0%					3/3				
437	Terminate Wire	3 d	3/4/22	3/8/22	0%					3/4				
438	Start-up ( Including Sump Pump)	3 d	3/9/22	3/11/22	0%					3/9				
439	Balancing	3 d	3/14/22	3/16/22	0%					3/14				
440	Commissioning	3 d	3/17/22	3/21/22	0%					3/17				
441	Final Inspections	2 d	3/22/22	3/23/22	0%					3/22				

**Jarrold Ross**

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**From:** Jarrod Ross  
**Sent:** Wednesday, November 10, 2021 8:55 AM  
**To:** Dennis Wong (dwong@swinerton.com)  
**Cc:** Lisa Romanoski  
**Subject:** FW: OP1C Restrooms - Schedule Update 2021.09.10  
**Attachments:** Oyster Point Restrooms Schedule 9-10-21.pdf

FYI.

**JARROD ROSS**, MRICS  
Director



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**From:** Gerald Hackett <HACKETTG@HDCCO.COM>  
**Sent:** Tuesday, September 14, 2021 7:12 AM  
**To:** Ari Erfani <aerfani@ccorpusa.com>; Jon Ewing <Jon.Ewing@cumming-group.com>; Jonas Vass (JVass@kilroyrealty.com) <JVass@kilroyrealty.com>; Jarrod Ross <jross@ccorpusa.com>  
**Cc:** Tom Prosser <prossert@HDCCO.COM>; James Lawrence <lawrencej@HDCCO.COM>; Greg Fujita <fujitag@HDCCO.COM>; Chad Herrera <herrera@hdcco.com>; Ed Conlon <conlone@HDCCO.com>; Kenneth Lin <klin@db-arch.com>; 'Amy Eliot' <aeliot@db-arch.com>; Adrian Flores <aflores@FieldOperations.net>; Dipesh Desai <desaid@HDCCO.COM>  
**Subject:** OP1C Restrooms - Schedule Update 2021.09.10

**EXTERNAL EMAIL :** Use caution with any response, links, or attachments.

Hello Oyster Point 1C Restrooms Team,  
Updated project schedule attached. This incorporates impacts from:

- Added sprinkler systems (still waiting for Fire Marshall response expected this week)

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- Delays at the Marina West electrical room for layout coordination with Teichert/St. Francis equipment, and filling of those underslab trenches
- The added methane mitigation system (and associated weather delay from August 3<sup>rd</sup>)
- Procurement delay we received this week for the standing seam roof materials (unfortunately common with production/supply chain challenges in the current environment)

You'll see in the attachment, we're currently tracking to complete restroom exteriors by mid-December, and full project completion by end of March.

Please let me know if you have any questions.

Best regards,  
-Chip

GERALD HACKETT, LEED® GA, STSC  
PROJECT MANAGER

 HATHAWAY DINWIDDIE CONSTRUCTION Co. | 275 BATTERY STREET, SUITE 300 | SAN FRANCISCO, CA 94111  
W. [415-951-6162](tel:415-951-6162) | C. [510.517.0404](tel:510-517-0404) | [www.hdcco.com](http://www.hdcco.com)



**Jarrold Ross**

---

**From:** Jarrod Ross  
**Sent:** Wednesday, November 10, 2021 8:56 AM  
**To:** Dennis Wong (dwong@swinerton.com)  
**Cc:** Lisa Romanoski  
**Subject:** FW: Marina East and West Restricted Access to Restrooms

FYI.

**JARROD ROSS**, MRICS  
Director



jross@cumming-group.com  
P: +1 (415) 400-8742  
C: +1 (808) 292-1953  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



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---

**From:** Tom Prosser <proSSERT@HDCCO.COM>  
**Sent:** Friday, October 1, 2021 1:51 PM  
**To:** Jon Ewing <Jon.Ewing@cumming-group.com>; Gerald Hackett <HACKETTG@HDCCO.COM>; Ari Erfani <aerfani@cumming-group.com>; Jarrod Ross <jross@cumming-group.com>  
**Cc:** James Lawrence <lawrencej@HDCCO.COM>; Dipesh Desai <desaid@HDCCO.COM>  
**Subject:** RE: Marina East and West Restricted Access to Restrooms

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Team

In reviewing current site logistics and access it is our belief that the current schedule should be adjusted. Bradley contracted to the 6/11/21 schedule and additional adjustments were made due to added scope or design changes. More recently the schedule update is reflecting site delays due to surrounding activities from the site contractor. However, with the continual site work and underground work surrounding Bradley's work zone Bradley will need to have additional schedule adjustments. Bradley in a good faith effort will work this Saturday 10/2/21 attempting to still reach the remaining accessible side to the Marina East structure. Through the direction of HDCCO and Cumming, Bradly will make adjustments to their work activities by adding the use of a crane to better allow Teichert to maintain their schedule for the owner. It is our understanding that

Teichert's schedule and access supersedes HDCCO and their contractors. Current schedule and allotted adjustments the completion of Bradley's work at Marina East is on 10/4/21 and the following contractor to start is 10/5/21. This will require adjustment due to access and adding the crane. Marina East newly adjusted Bradley completion is 10/7/21 with C.E. Toland starting on 10/8/21 following Bradley Marina West crane approval should come early next week so Bradley can have adequate time to schedule accordingly. Currently we are anticipating the use of a crane to set forms since access is all but removed surrounding the West structure. As far as stripping that can be evaluated prior to stripping in November. Marina West schedule adjustments with the use of a crane would add three days to the duration of setting of the forms and an additional two possibly three days for stripping. However, if more braces than the anticipated ten braces at the bay trail need to be adjusted to the inside of the structure, we will need to reevaluate the schedule adjustments by adding a minimum of two days. To further elaborate on the schedule adjustments while using the crane, it's not just the change in pace with the crane but it is the added foot work that comes from not having a forklift readily available. Please don't hesitate to contact me for any questions or comments.

Best,

**Tom Prosser**  
Superintendent

**Hathaway Dinwiddie Construction Company**

275 Battery Street, Suite 300  
San Francisco, CA 94111  
C – 415.238.2949  
[prossert@hdcco.com](mailto:prossert@hdcco.com)



---

**From:** Tom Prosser  
**Sent:** Friday, October 1, 2021 9:36 AM  
**To:** 'Jon Ewing' <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>; Gerald Hackett <[HACKETTG@HDCCO.COM](mailto:HACKETTG@HDCCO.COM)>; Ari Erfani <[aerfani@cumming-group.com](mailto:aerfani@cumming-group.com)>; Jarrod Ross <[jross@cumming-group.com](mailto:jross@cumming-group.com)>  
**Cc:** James Lawrence <[lawrencej@HDCCO.COM](mailto:lawrencej@HDCCO.COM)>  
**Subject:** RE: Marina East and West Restricted Access to Restrooms

Jon  
Bradley will start utilizing the crane 10/4/21 Monday morning. Bradley will attempt to only use the crane for one to two days ant Marina East stripping. However, there may be a slight schedule increase. This schedule increase will be adjusted in an attempt to not change the end date at Marina East.

Taking the current visual survey of the surrounding area at Marina West it is apparent that the open trenches and ongoing site work will require use of a crane for setting the forms. This activity will increase the formwork duration portion of the schedule but will keep the majority of the work performed by equipment off the surrounding area and out of Teichert's site work.

Best,

**Tom Prosser**  
Superintendent

**Hathaway Dinwiddie Construction Company**

275 Battery Street, Suite 300  
San Francisco, CA 94111  
C – 415.238.2949  
[prossert@hdcco.com](mailto:prossert@hdcco.com)



---

**From:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>  
**Sent:** Thursday, September 30, 2021 2:28 PM  
**To:** Tom Prosser <[prossert@HDCCO.COM](mailto:prossert@HDCCO.COM)>; Gerald Hackett <[HACKETTG@HDCCO.COM](mailto:HACKETTG@HDCCO.COM)>; Ari Erfani <[aerfani@cumming-group.com](mailto:aerfani@cumming-group.com)>; Jarrod Ross <[jross@cumming-group.com](mailto:jross@cumming-group.com)>  
**Cc:** James Lawrence <[lawrencej@HDCCO.COM](mailto:lawrencej@HDCCO.COM)>  
**Subject:** RE: Marina East and West Restricted Access to Restrooms

Tom,

Please proceed with mobilizing a crane if you deem it necessary to maintain schedule for the Marina East Restroom. Please formalize a change request for this mobilization and we will review. We will revisit this specific to each activity as access becomes limited.

Thank you,  
Jon

**JON EWING**  
Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



---

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**From:** Tom Prosser <[prossert@HDCCO.COM](mailto:prossert@HDCCO.COM)>  
**Sent:** Thursday, September 30, 2021 12:42 PM

**To:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>; Gerald Hackett <[HACKETTG@HDCCO.COM](mailto:HACKETTG@HDCCO.COM)>; Ari Erfani <[aerfani@cumming-group.com](mailto:aerfani@cumming-group.com)>; Jarrod Ross <[jross@cumming-group.com](mailto:jross@cumming-group.com)>  
**Cc:** James Lawrence <[lawrencej@HDCCO.COM](mailto:lawrencej@HDCCO.COM)>  
**Subject:** RE: Marina East and West Restricted Access to Restrooms

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Jon  
I am at the point to where I need to receive approval for the crane in order to schedule it. As discussed, we can approve Marina East stripping only at this time with a two to three day approval. And Marina west can be reviewed as we get closer to vertical wall setting.

Best,

**Tom Prosser**  
Superintendent

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275 Battery Street, Suite 300  
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[prossert@hdcco.com](mailto:prossert@hdcco.com)



---

**From:** Tom Prosser  
**Sent:** Tuesday, September 28, 2021 6:32 AM  
**To:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>; Gerald Hackett <[HACKETTG@HDCCO.COM](mailto:HACKETTG@HDCCO.COM)>; Ari Erfani <[aerfani@ccorpusa.com](mailto:aerfani@ccorpusa.com)>; Jarrod Ross <[jross@ccorpusa.com](mailto:jross@ccorpusa.com)>  
**Cc:** James Lawrence <[lawrencej@HDCCO.COM](mailto:lawrencej@HDCCO.COM)>  
**Subject:** RE: Marina East and West Restricted Access to Restrooms

Sorry for the late response. I will need to notify the contractor this morning in an attempt to schedule a crane accordingly.

Best,

**Tom Prosser**  
Superintendent

**Hathaway Dinwiddie Construction Company**  
275 Battery Street, Suite 300  
San Francisco, CA 94111  
C – 415.238.2949  
[prossert@hdcco.com](mailto:prossert@hdcco.com)



---

**From:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>  
**Sent:** Monday, September 27, 2021 10:52 AM  
**To:** Tom Prosser <[prossert@HDCCO.COM](mailto:prossert@HDCCO.COM)>; Gerald Hackett <[HACKETTG@HDCCO.COM](mailto:HACKETTG@HDCCO.COM)>; Ari Erfani <[aerfani@ccorpusa.com](mailto:aerfani@ccorpusa.com)>; Jarrod Ross <[jross@ccorpusa.com](mailto:jross@ccorpusa.com)>  
**Cc:** James Lawrence <[lawrencej@HDCCO.COM](mailto:lawrencej@HDCCO.COM)>  
**Subject:** RE: Marina East and West Restricted Access to Restrooms

Tom/Chip,

Appreciate the notice. I need to review costs with our team and potentially Teichert to see if there may be any flexibility.

Can we put this on the agenda for tomorrow's coordination meeting with Teichert or do you need approval today?

Thank you,  
Jon

**JON EWING**

Project Manager



Jon.Ewing@cumming-group.com  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
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**From:** Tom Prosser <[prossert@HDCCO.COM](mailto:prossert@HDCCO.COM)>  
**Sent:** Monday, September 27, 2021 6:12 AM  
**To:** Gerald Hackett <[HACKETTG@HDCCO.COM](mailto:HACKETTG@HDCCO.COM)>; Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>; Ari Erfani <[aerfani@ccorpusa.com](mailto:aerfani@ccorpusa.com)>; Jarrod Ross <[jross@ccorpusa.com](mailto:jross@ccorpusa.com)>  
**Cc:** James Lawrence <[lawrencej@HDCCO.COM](mailto:lawrencej@HDCCO.COM)>  
**Subject:** RE: Marina East and West Restricted Access to Restrooms

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Jon  
Let's go over this today. I am looking to see if we need to schedule a crane for stripping activities this week.



Best,

**Tom Prosser**  
Superintendent

**Hathaway Dinwiddie Construction Company**

275 Battery Street, Suite 300  
San Francisco, CA 94111  
C – 415.238.2949  
[prossert@hdcco.com](mailto:prossert@hdcco.com)



---

**From:** Gerald Hackett <[HACKETTG@HDCCO.COM](mailto:HACKETTG@HDCCO.COM)>  
**Sent:** Saturday, September 25, 2021 11:12 AM  
**To:** Jon Ewing <[Jon.Ewing@cumming-group.com](mailto:Jon.Ewing@cumming-group.com)>; Ari Erfani <[aerfani@ccorpusa.com](mailto:aerfani@ccorpusa.com)>; Jarrod Ross <[jross@ccorpusa.com](mailto:jross@ccorpusa.com)>  
**Cc:** Tom Prosser <[prossert@HDCCO.COM](mailto:prossert@HDCCO.COM)>; James Lawrence <[lawrencej@HDCCO.COM](mailto:lawrencej@HDCCO.COM)>  
**Subject:** Marina East and West Restricted Access to Restrooms  
**Importance:** High

Hello Jon, Ari, and Jarrod,

Apologies for the Saturday email, but I wanted to follow up on our Tuesday notification and alert you as soon as numbers started coming in to help you understand the magnitude of the escalating access issues at Marina East and West for us. Accessing the full footprint of the two larger buildings from only one side per Teichert's attachment exceeds the reach of Gradalls/Forklifts that the job was bid with for placement of concrete forms, stripping of forms, and placement of structural steel and roof materials.

- Attached quote for \$62k is Bradley Concrete's first pass at anticipated costs for the crane and crew that will be needed to set and strip forms.
- Added costs from Toland and Booth for steel and roof placement are still forthcoming.

In short, the restricted access is a ballpark \$100k impact to the project. I know there would be costs to have Teichert make extra accommodations. We need to know by Tuesday if we're directed to upsize our reaching equipment. I believe this is the direction you intend to proceed since you're dealing with key Teichert delivery milestones for the public. Preserving access for us would affect those milestones. We need your feedback.

Thank you,  
-Chip

GERALD HACKETT, LEED® GA, STSC  
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---

**From:** Kevin Ranger <[kranger@bradleyconcrete.com](mailto:kranger@bradleyconcrete.com)>  
**Sent:** Friday, September 24, 2021 5:38 PM  
**To:** Tom Prosser <[prossert@HDCCO.COM](mailto:prossert@HDCCO.COM)>; Gerald Hackett <[HACKETTG@HDCCO.COM](mailto:HACKETTG@HDCCO.COM)>; James Lawrence

<lawrencej@HDCCO.COM>

Cc: Jody Huffaker <jhuffaker@bradleyconcrete.com>; Freddie Saoud <fsaoud@bradleyconcrete.com>; Andrew Momb <amomb@bradleyconcrete.com>

Subject: RE: Marina East and West potential delay notification

Tom,

Please see the attached potential cost impact for the use of a crane.

Thank you,

**Kevin Ranger, Project Manager**

**Bradley Concrete**

853 Buckeye Court, Milpitas, CA 95035

Mobile: 916-871-8565

Office: 408-503-7660



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**Jarrold Ross**

---

**From:** Jarrod Ross  
**Sent:** Wednesday, November 10, 2021 8:57 AM  
**To:** Dennis Wong (dwong@swinerton.com)  
**Cc:** Lisa Romanoski  
**Subject:** FW: Marina East and West Restricted Access to Restrooms  
**Attachments:** HD Marina Access.pdf

FYI.

**JARROD ROSS**, MRICS  
Director



jross@cumming-group.com  
P: +1 (415) 400-8742  
C: +1 (808) 292-1953  
475 Sansome St., Suite 700,  
San Francisco, CA 94111  
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**To:** Jon Ewing <Jon.Ewing@cumming-group.com>; Gerald Hackett <HACKETTG@HDCCO.COM>; Ari Erfani <aerfani@cumming-group.com>; Jarrod Ross <jross@cumming-group.com>  
**Cc:** James Lawrence <lawrencej@HDCCO.COM>  
**Subject:** RE: Marina East and West Restricted Access to Restrooms

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Best,

**Tom Prosser**  
Superintendent

**Hathaway Dinwiddie Construction Company**

275 Battery Street, Suite 300  
San Francisco, CA 94111  
C – 415.238.2949  
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Jon

**JON EWING**

Project Manager



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475 Sansome St., Suite 700,  
San Francisco, CA 94111  
cumming-group.com



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Superintendent

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Thank you,  
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PROJECT MANAGER

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**Cc:** Jody Huffaker <[jhuffaker@bradleyconcrete.com](mailto:jhuffaker@bradleyconcrete.com)>; Freddie Saoud <[fsaoud@bradleyconcrete.com](mailto:fsaoud@bradleyconcrete.com)>; Andrew Momb <[amomb@bradleyconcrete.com](mailto:amomb@bradleyconcrete.com)>  
**Subject:** RE: Marina East and West potential delay notification

Tom,

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Thank you,

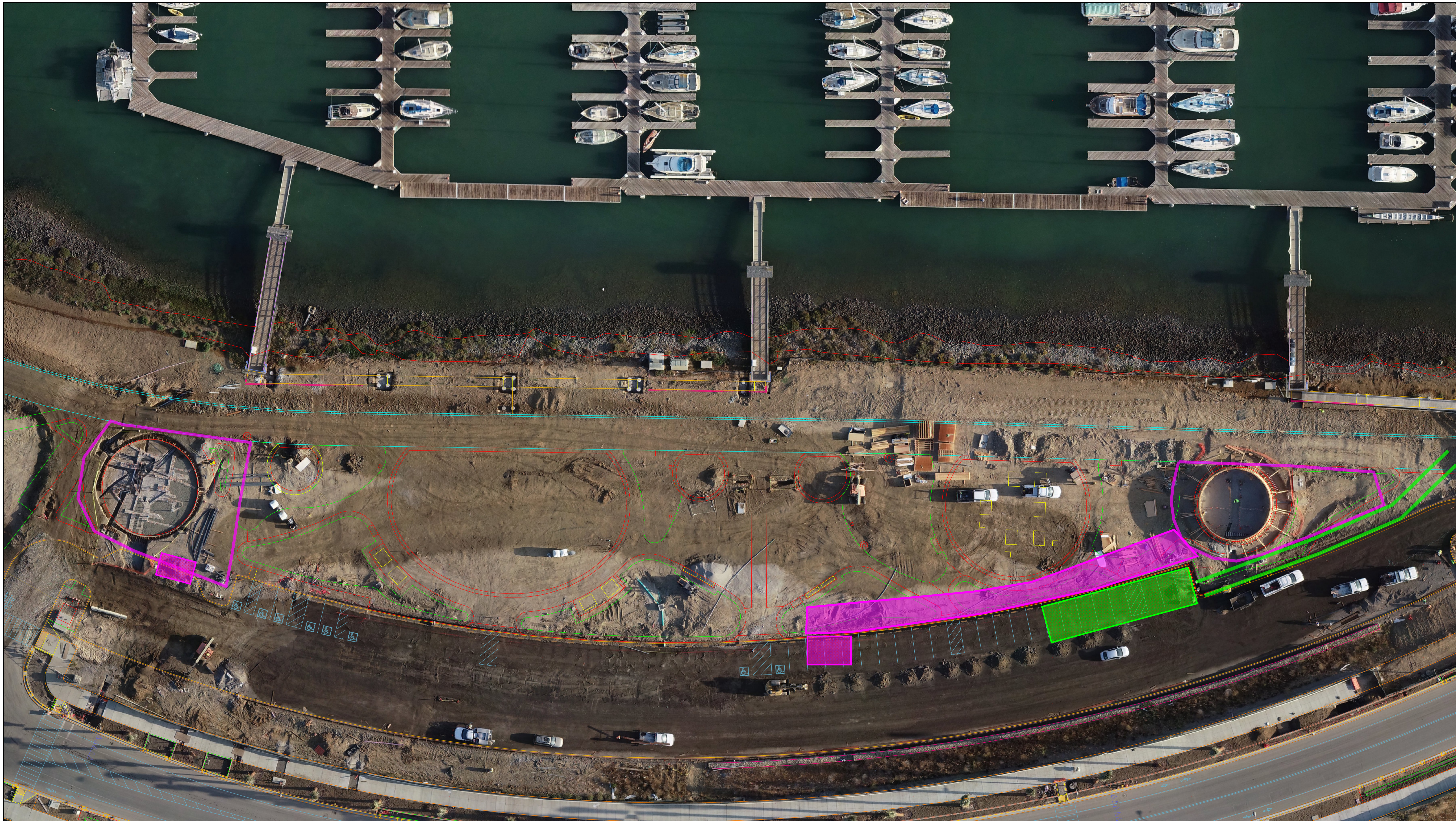
**Kevin Ranger, Project Manager**  
**Bradley Concrete**  
853 Buckeye Court, Milpitas, CA 95035  
Mobile: 916-871-8565  
Office: 408-503-7660



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LEGEND

Landscape.dxf

- LAND-CONC-HEADWALL-EXST
- LAND-WOOD PIER-EXST
- P-STRUCTURE
- E-INSTRUMENTATION-CABINET
- E-PUMP-CABINET
- E-EQUIPMENT-PAD
- P-GRINDER BOX
- P-PIPE
- P-PUMP
- P-ACCESS HATCH
- P-CRANE
- E-TRANSFORMER
- P-UTILITY BOX
- P-PS BUILDING
- P-GUTTER
- CL
- P-FIRE SERVICE
- ROAD-URB-ALT 1
- ROAD-WALK-BACK-LINE
- ROAD-CURB-BACK-LINE
- SWM-BIOR-BOTTOM
- ROAD-CURB-FACE-LINE
- DWG-JUNK
- ROAD-GUTR-LIP-LINE
- ROAD-CURB-RAMP
- TRAF-STRP-XWLK
- TRAF-STRP-LINE
- ROAD-HDR-LINE
- TRAF-STRP-LINE-PARKING
- SWM-BIOR-TOP
- TRAF-MRKG-OTLN
- TRAF-SIGN-SYMB
- ROAD-CURB-FACE-LINE-TEMP
- STRIPE
- ROAD-PVMT-CNFM-LINE
- ROAD-PVMT-EDGE-LINE
- TRAF-STRP-LINE-TEMP
- ROAD-CURB-BACK-LINE-TEMP
- ROAD-DRWY-FLRE-SYMB
- TRAF-MRKR-SYMB
- ROAD-CURB-FACE-LINE-TEMP-X\_EW
- ROAD-CURB-BACK-LINE-TEMP-X\_EW
- ROAD-DRWY-FLRE-SYMB-TEMP
- ROAD-WALK-BACK-LINE-TEMP
- ROAD-GUTR-LIP-LINE-TEMP
- LAND-WALL-CONC-RETN
- TRAF-WLST-SYMB
- TRAF-SIGN-SYMB
- TRAF-STRP-LINE
- ROAD-CURB-CUT-LINE
- LAND-WALL-CONC-FREE
- ROAD-GARD-LINE
- SD-CULV-LINE
- ROAD-WALK-BACK-LINE-TEMP-X\_EW
- GRAD-GB-LINE
- ROAD-GUTR-LIP-LINE-TEMP-X\_EW
- LAND-WALL-RETN

100 ft



Site: 10885.00 OPD  
 Survey: 9-1-21 PPK AP1.0  
 File Created: Sep 21, 2021





3.2.1 Phase IC Improvements. Developer shall cause to be constructed the Phase IC Improvements described in this Section 3.2.1. The Phase IC Improvements are described in greater detail in Exhibit 3.2.1 attached hereto and will be funded in part by the Agency and in part by Developer or, at the option of Developer, with proceeds from a Mello Roos/Community Facilities District (“**CFD Proceeds**”) pursuant to Section 3.4 below. The Phase IC Improvements consist of construction of the following public infrastructure improvements and amenities on portions of the City Property and the Conveyed Property, as more particularly described and identified in Exhibit 3.2.1:

(i) Streets and utilities (including grading, subgrade, base, paving, curb and sidewalk, street lights, storm water, sanitary sewer, combined trench for gas, electric and telecom, impermeable utility trench at sanitary landfill areas, and temporary streets and utilities) in the following locations:

- (1) At the future Hub area;
- (2) Extending east from the Hub across the Marina

Property;

(ii) Repair of and/or upgrade to the clay cap covering the Oyster Point Landfill on specified City-owned parcels and raising the level of certain portions of the Oyster Point Landfill and its perimeter to counteract the projected effects of sea level rise;

(iii) Reconfiguration and reconstruction of existing parking areas on specified City-owned parcels;

(iv) Grading and construction of open space recreation areas on specified City-owned parcels;

(v) Demolition and grading at the future “hotel site” on specified City-owned parcels;

(vi) Landscaping of the beach/park area on specified parcels of the Conveyed Property; and

(vii) Landscaping and other improvements including construction of portions of Bay Trail, public restrooms and palm promenade, on specified City-owned parcels all as shown on that certain Conceptual Site Plan for the Public Realm with Phase One SSKS Development dated February 22, 2011 shown on Exhibit 3.2.1I.

3.2.2 Phase ID Improvements. Developer will construct the Phase ID Improvements described in this Section 3.2.2 on the Conveyed Property. The public improvement/remediation components of the Phase ID Improvements will be financed in part by Developer and, at the option of Developer, in part with CFD Proceeds pursuant to Section 3.4 below. The Phase ID Improvements consist of the following improvements, as more particularly described and identified in Exhibit 3.2.2:

**Exhibit D - ROPS Item 14**

SOUTH SAN FRANCISCO ROPS 22-23 ITEM 14 OYSTER POINT DDA SOFT PROJECT MANAGEMENT COSTS					
Item	Staff	Tasks	Average hours per month	Hourly Rate	Total Annual Costs
Successor Agency Engineering Management Staffing Costs	Eunejune Kim, Public Works Director	Project and contract management specific to Oyster Point DDA project	10	\$187.71	\$22,525
	West Coast Code Consultants Inc. WC-3	Daily project management; cost management; coordination with contractor, developer and other regulatory agencies	15	\$175.00	\$31,500
Successor Agency Project Management Staffing Costs	Mike Futrell, Successor Agency Executive Director	Overall project management, coordination with developer, staff and legal counsel	20	\$220.58	\$52,939
	Nell Selander, Acting Director of Economic & Community Development	Overall project management, coordination with developer, staff and legal counsel	4	\$160.35	\$7,697
	Billy Gross, Principal Planner	Overall project management and monthly outreach meetings	3	\$132.22	\$4,760
	Jennifer Clemente, Financial Services Manager	Support cost/contract management, payment of project invoices, transfers between escrow accounts	4	\$101.01	\$4,848
Legal Expenses	Meyers Nave	Contract interpretation, implementation and dispute resolution for all contracts related to the enforceable obligations included in the DDA	15	\$392.00	\$70,560
<b>TOTAL</b>				<b>***</b>	<b>\$194,830</b>

**\*\*\* Amount is \$11,170 less than last year's (\$206,000).**



Exhibit E - ROPS Item 48 - Staff Salaries \$170,000

Last Name	First Name	Position	Department	Fully Loaded	Estimated	Total Cost
				Hourly Rate	Hours	
Futrell	Mike	City Manager	City Manager	\$ 220.58	200	\$ 44,116.00
Salisbury	Janet	Director, Finance	Finance	\$ 194.51	200	\$ 38,902.00
Wong	Jason	Deputy Director, Finance	Finance	\$ 146.51	80	\$ 11,721.02
Lew	Steven	Senior Accountant	Finance	\$ 101.01	150	\$ 15,151.82
Parker	Amanda	Administrative Assistant II	Finance	\$ 73.54	40	\$ 2,941.68
Selander	Nell	Director, Economic & Community Development (Acting)	Economic & Community Development	\$ 160.35	60	\$ 9,621.12
Barnard	Julie	Deputy Dir, Economic & Community Development (Acting)	Economic & Community Development	\$ 141.12	60	\$ 8,467.20
Lappen	Mike	Economic Development Coordinator	Economic & Community Development	\$ 137.79	60	\$ 8,267.33
Talavera	Deanna	Management Assistant II	Economic & Community Development	\$ 99.03	100	\$ 9,903.45
Ruiz	Heather	Management Analyst I	Economic & Community Development	\$ 99.03	100	\$ 9,903.45
Mendez	Ines	Administrative Assistant I	Economic & Community Development	\$ 70.61	60	\$ 4,236.39
Govea Acosta	Rosa	City Clerk	City Clerk	\$ 121.97	30	\$ 3,659.18
Rodriguez	Gabriel	Deputy City Clerk	City Clerk	\$ 91.42	30	\$ 2,742.68
Mouasher	Iman	City Clerk Records Technician	City Clerk	\$ 71.40	12	\$ 856.80
<b>TOTAL Staff Costs:</b>						<b>\$ 170,490.12</b>

CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SOUTH SAN FRANCISCO AND  
*RSG, INC*

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco (“City”) and RSG, INC (“Consultant”) (together sometimes referred to as the “Parties”) as of July 1, 2021 (the “Effective Date”).

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

- 1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect **the City’s right to terminate the Agreement, as provided for in Section 8.**
- 1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant’s profession.
- 1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 **above and to satisfy Consultant’s obligations hereunder.**

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed **\$25,000.00**, notwithstanding any contrary **indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement.** In the event of a conflict **between this Agreement and Consultant’s proposal, attached as Exhibit A, or Consultant’s compensation schedule attached as Exhibit B,** regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services



17872 GILLETTE AVE.  
SUITE 350  
IRVINE, CA 92614

714 541 4585  
INFO@WEBRSG.COM  
WEBRSG.COM

July 1, 2021

**Via Electronic Mail**

Janet Salisbury, Finance Director  
CITY OF SOUTH SAN FRANCISCO  
400 Grand Ave  
South San Francisco, CA 94080

## **PROPOSAL FOR SUCCESSOR AGENCY CONSULTING SERVICES 2021-22**

Dear Ms. Salisbury:

RSG is pleased to present this proposal to the City of South San Francisco (“City”) and Successor Agency to South San Francisco Redevelopment Agency (“Successor Agency”) to provide administrative consulting services for the 2021-22 fiscal year. RSG has been working with the City and Successor Agency since 2018 to prepare required annual reports and assist with administration of all Successor Agency matters.

### **SCOPE OF SERVICES**

#### **Task 1: Budget and Cash Flow Work**

RSG will continue to maintain a working cash flow model for the Successor Agency to anticipate future budget shortfalls, if any, and ensure that obligations can be met. RSG will review the County Auditor-Controller’s January and June Redevelopment Property Tax Trust Fund (“RPTTF”) distribution reports to ensure accuracy, including a review of the City shares of pass-through and Residual RPTTF payments that go to the City General Fund.

#### **Task 2: Complete Annual ROPS and accompanying Administrative Budgets**

The Successor Agency must annually submit a Recognized Obligation Payment Schedule (“ROPS”) to the Countywide Oversight Board (“Oversight Board”) and Department of Finance. RSG will assist the Successor Agency in completing the 2022-23 ROPS that will be due February 1, 2022. Should an issue arise during the Department of Finance’s review of the ROPS, RSG would assist the Successor Agency in drafting a Meet and Confer request and is available to attend the meeting. The Successor Agency is allowed to amend the ROPS once during the period. RSG can assist the Successor Agency if this need arises.

The Successor Agency must submit an annual administrative budget supporting the use of the annual administrative allowance allowed by law. RSG will assist the Successor Agency in preparing the annual administrative budget for fiscal year 2022-23, which will be submitted along with the ROPS. RSG will attend the Oversight Board meetings for both these items and prepare related staff reports and resolutions.

Janet Salisbury  
CITY OF SOUTH SAN FRANCISCO  
July 1, 2021  
Page 2

**Task 3: Assist with County Prior Period Adjustment**

The differences between actual payments and past estimated and approved obligations on the ROPS shall be annually submitted by the Successor Agency to the County Auditor-Controller on October 1 each year for review and adjustment to future distributions. RSG will assist the Successor Agency with the Prior Period Adjustment report of fiscal year 2019-20 expenses that is due October 1, 2021. This includes assisting the Successor Agency with providing any information requested by the County.

**Task 4: Attend Meetings as Necessary**

RSG will make a staff member available to the Successor Agency should they need assistance at Successor Agency, Oversight Board, or DOF meetings.

**Task 5: Additional Administrative Services as Needed**

RSG will assist the Successor Agency with any additional administrative tasks as they arise and respond to general inquiries from DOF and other interested parties.

**CONTRACT TERM**

RSG's contract will begin on July 1, 2021 and end on June 30, 2022. A contract amendment may be executed if needed to amend the contract scope and term through June 30, 2023.

**PROJECT TEAM**

Mr. Jim Simon will be the Principal-In-Charge of this engagement. Suzy Kim, Senior Associate will be the Project Manager, and will be assisted by additional staff as needed.

**FEE PROPOSAL**

RSG will complete consulting services on a time-and-materials basis, with a not to exceed amount of **\$25,000**. RSG does not charge clients for mileage (except direct costs related to field surveys), parking, standard telephone/fax expenses, general postage or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. We also charge for copies of reports, documents, notices, and support material in excess of five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

Janet Salisbury  
CITY OF SOUTH SAN FRANCISCO  
July 1, 2021  
Page 3

HOURLY BILLING RATES:

Principal / Director	\$ 275
Senior Associate	200
Associate	185
Senior Analyst	150
Analyst	135
Research Assistant	125
Technician	80
Clerical	60
Reimbursable Expenses	Cost plus 10%

We appreciate the opportunity to submit our proposal to the City and Successor Agency, and look forward to working with you again. If you have any questions, please do not hesitate to contact Jim at 714-316-2120.

In Process

Sincerely,  
RSG, INC.



Jim Simon  
Principal



Suzy Kim  
Senior Associate



EXHIBIT B  
COMPENSATION SCHEDULE

HOURLY BILLING RATES:

Principal / Director	\$ 275
Senior Associate	200
Associate	185
Senior Analyst	150
Analyst	135
Research Assistant	125
Technician	80
Clerical	60
Reimbursable Expenses	Cost plus 10%



400 Grand Ave  
 PO Box 711  
 South San Francisco, CA 94083  
 (650) 877-8505  
 www.ssf.net

DATE
6/15/2021

PO NUMBER
0102705

Exhibit E

Attachment No. 4 ROPS Item 48 Audit Services

SA share of annual cost: \$4,000.

CITY OF SO. S F - FINANCE DEPT  
 400 GRAND AVE, LOWER LEVEL  
 S SAN FRANCISCO, CA 94080

VENDOR: 026017  
 MAZE & ASSOCIATES  
 3478 BUSKIRK AVENUE #215  
 PLEASANT HILL, CA 94523

FOB Point: DESTINATION  
 Terms: Net 0

Req. No: 2002918  
 Dept: FINANCE DEPARTMENT

Req Del Date:

Contact: PARKER, AMANDA

Contract No:

Confirming? No

Special Inst: GL/AUTO/UMB exp 01/01/2022 PROF/WC exp 07/01/2021

Quantity	Unit	Description	Unit Price	Ext. Price
		FY 2020-2021 AUDIT SVCS (1ST OF 2 YEAR CONTRACT EXTENTION)		58,297.65
		FY 2020-2021 AUDIT SVCS (1ST OF 2 YEAR CONTRACT EXTENTION)		13,058.70
		FY 2020-2021 AUDIT SVCS (1ST OF 2 YEAR CONTRACT EXTENTION)		6,218.43
		FY 2020-2021 AUDIT SVCS (1ST OF 2 YEAR CONTRACT EXTENTION)		845.00
		FY 2020-2021 AUDIT SVCS (1ST OF 2 YEAR CONTRACT EXTENTION)		458.00
		FY 2020-2021 AUDIT SVCS (1ST OF 2 YEAR CONTRACT EXTENTION)		407.22
		CONTRACT EXTENSION: 2ND AMENDMENT		
		03/31/2021-03/31/2023		
		FY2020-21 FOR \$79,285.00		
		FY2021-22 FOR \$79,285.00		

POSTED  
 JUN 15 2021

BY:

BILL TO: CITY OF SO. S F - FINANCE  
 400 GRAND AVENUE, LOWER LEVEL  
 S SAN FRANCISCO, CA 94080

SUBTOTAL	79,285.00
TAX	0.00
FREIGHT	0.00
TOTAL	79,285.00

Account Number	Amount	Account Number	Amount

Authorized Signature (over \$1,000)

## TERMS AND CONDITIONS (CONTINUED)

1. The contractor agrees to indemnify and save harmless the City of South San Francisco and its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this contract. The contractor shall provide the necessary workman's compensation insurance at contractor's own cost and expense.
2. The parties hereto agree that the contractor, and any agents and employees of contractor in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of City of South San Francisco.
3. The City may terminate this agreement and be relieved of the payment of any consideration to contractor should contractor fail to perform the covenants herein contained at the same and in the manner herein provided in the event such termination, the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the contractor under this agreement and the balance, if any shall be paid the contractor upon demand.
4. This agreement is not assignable by contractor either in whole or in part.
5. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto.
6. The articles covered by the purchase order or contract must conform with safety orders of the California Division of Industrial Safety (CAL-OSHA).
7. By accepting this order, seller hereby agrees that the sale, use or incorporation into manufactured products of all machines, devices and materials furnished hereunder which are not of buyer's design, composition or manufacture shall be free and clear of infringement of any valid patent, copyright or trademark and that seller will save buyer harmless from any and all expenses, liability and loss of any kind (and the costs and expenses, including attorney's fees) growing out of claims, suits or actions alleging such infringement, which claims, suits or actions, seller agrees to compose or defend.

**Purchase Order Posting List**  
**CITY OF SOUTH SAN FRANCISCO**

POEdPst  
 06/15/2021 10:28AM

Document #: 1037313 Posting #: 38894 Group: aparker  
 Original Document#: 5695 Date: 06/15/2021 Encumber: Y  
 PO #: 0102705 Type: reg Confirming: N  
 Vendor: 026017 MAZE & ASSOCIATES

**POSTED**  
 JUN 15 2021

BY: 

Contract#:   
 Description: FY 2020-2021 AUDIT SVCS (1ST OF 2 YEAR C  
 Posted Into: 12/2021

Ln	Ln Type	Doc Source	Account Number	Description	Amount
1	s	po	E 100-06110-5007	FY 2020-2021 AUDIT SVCS (1ST O	58,297.65
2	s	po	E 710-13910-5007	FY 2020-2021 AUDIT SVCS (1ST O	13,058.70
3	s	po	E 710-13310-5007	FY 2020-2021 AUDIT SVCS (1ST O	6,218.43
4	s	po	E 720-13720-5007	FY 2020-2021 AUDIT SVCS (1ST O	845.00
5	s	po	E 250-13510-5007	FY 2020-2021 AUDIT SVCS (1ST O	458.00
6	s	po	E 241-10880-5007	FY 2020-2021 AUDIT SVCS (1ST O	407.22
S*			B 100-28001	Automatic Summary	58,297.65 DB
S*			B 100-27202	Automatic Summary	58,297.65 CR
S*			B 710-28001	Automatic Summary	19,277.13 DB
S*			B 710-27202	Automatic Summary	19,277.13 CR
S*			B 720-28001	Automatic Summary	845.00 DB
S*			B 720-27202	Automatic Summary	845.00 CR
S*			B 250-28001	Automatic Summary	458.00 DB
S*			B 250-27202	Automatic Summary	458.00 CR
S*			B 241-28001	Automatic Summary	407.22 DB
S*			B 241-27202	Automatic Summary	407.22 CR
<b>Balance Sheet Totals:</b>					
				79,285.00 DB	
				79,285.00 CR	
					Difference: 0.00

(7) Warning - Expenditure account is over budget

<u>Vendor Totals</u>		
<u>Vendor</u>	<u>Number of POs</u>	<u>Amount</u>
026017 MAZE & ASSOCIATES	1	79,285.00
<b>Grand Total:</b>	<b>1</b>	<b>79,285.00</b>



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND MAZE AND ASSOCIATES**

THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of March 25, 2021 by and between THE CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and Maze and Associates ("Contractor"), (sometimes referred together as the "Parties") who agree as follows:

**RECITALS**

A. On February 24, 2016, City and Contractor entered that certain Consulting Services Agreement ("Agreement") whereby Contractor agreed to provide independent audit services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. The First Amendment to the Agreement was made on June 22, 2018 to exercise the option to renew independent audit services for two fiscal years. A true and correct copy of the First Amendment and its exhibits is attached in Exhibit B.

C. City and Contractor now desire to further amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The March 31, 2019 end date for the term of services identified in Section 1 of the Agreement, later amended to March 31, 2021 in the First Amendment to the Original Agreement, is hereby replaced with March 31, 2023.
3. Section 2: Compensation. Section 2 of the Agreement shall be amended such that the City agrees to pay Contractor for services 1-8, as specified in Exhibit C, a sum not to exceed \$554,995, with the understanding that up to \$396,425 has already been paid to Contractor. Any additional audit work required for services 9 and 10, as specified in Exhibit C, will be billed at the applicable hourly rate following mutual agreement by both parties.

Contractor agrees this is the City's total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

4. Scope of Services. The Scope of services is amended and attached as Exhibit C to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.



# City of South San Francisco

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

## City Council

**Resolution: RES 61-2021**

**File Number: 21-215**

**Enactment Number: RES 61-2021**

**RESOLUTION APPROVING A SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH MAZE & ASSOCIATES ("MAZE") AND AUTHORIZING A TWO-YEAR CONTRACT EXTENSION FOR PROFESSIONAL AUDIT SERVICES FOR FISCAL YEAR ("FY") 2020-21 AND FY 2021-22.**

WHEREAS, on February 24, 2016, the City of South San Francisco ("City") awarded a three-year Consulting Services Agreement ("Agreement") to Maze and Associates ("Consultant") for independent audit services with an option to renew for an additional two years; and

WHEREAS, on June 22, 2018, the City executed a First Amendment to the Agreement exercising the option to renew for two fiscal years through the financial audit of FY 2019-20; and

WHEREAS, an additional amendment is required to the agreement with Maze and Associates to add a further two-year contract extension through the financial audits of FY 2020-21 and FY 2021-22; and

WHEREAS, staff recommends that a Second Amendment be approved for this agreement given Maze's continuing ability to perform a quality and detailed audit while remaining committed to accepted government audit practices, in order to maintain cost and work efficiency for the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of South San Francisco that the City Council hereby approves a Second Amendment to the existing Consulting Services Agreement with Maze and Associates, attached hereto and incorporated herein as Exhibit A, and authorizes a two-year contract extension through the financial audits of FY 2020-21 and FY2021-22, with an additional total contract amount of \$158,570.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Second Amendment in substantially the same form as Exhibit A and any other related documents on behalf of the City upon timely submission of Maze and Associates signed contract amendment and all other required documents, subject to approval as to form by the City Attorney.


BE IT FURTHER RESOLVED that the City Council of the City of South San Francisco authorizes the Finance Department to establish the Project Budget consistent with the information contained in the accompanying staff report.

\* \* \* \* \*

At a meeting of the City Council on 3/24/2021, a motion was made by Councilmember Nicolas, seconded by Councilmember Coleman, that this Resolution be approved. The motion passed.

Yes: 5 Mayor Addiego, Vice Mayor Nagales, Councilmember Nicolas, Councilmember Coleman, and Councilmember Flores

Attest by

  
\_\_\_\_\_  
Rosa Govea Acosta, City Clerk

## FEE PROPOSAL

### ***Total All-inclusive Maximum Price***

Our Total All-Inclusive Maximum Prices for the services specified in the Request for Proposal for the fiscal years ending June 30, 2016 through June 30, 2018 are detailed at the end of this section.

### ***What Our Price Includes***

Our price includes all the basic audit work and reports, statements and other deliverables specified in your request for proposal. Our price also includes the items below at **no additional cost**:

- 1) year-round support and telephone consultation on pertinent issues affecting your City,
- 2) copies of our journal entries and our leadsheets used to support the amounts in your financial statements,
- 3) a Study Session for the Council to discuss the audit process, financial statements and recommendations,
- 4) active Partner involvement in your work every year,
- 5) our Interim Audit Checklist,
- 6) our Annual Closing Checklist,
- 7) our interim Accounting Issues Memorandum,
- 8) preliminary draft financial statements at interim,
- 9) overviews and summaries of upcoming pronouncements and regulations affecting the audited financial statements,
- 10) direct dump of general ledger data into our ProSystems trial balance software which is fully linked to financial statement formats, and associated roll-up reports,
- 11) annual on-line training classes.

### ***Fees and Billings***

Our fees are on a not-to exceed basis. In determining our fees, we understand that the City's records will be in condition to be audited; that is, transactions will be properly recorded in the general ledger and subsidiary records, these accounting records and the original source documents will be readily available to use, we will be furnished with copies of bank reconciliations and other reconciliations and analyses prepared by the City and City personnel will be reasonably available to explain procedures, prepare audit correspondence and obtain files and records.

We do not post separate rate structures for municipal audit work. We view this work as being every bit as important and valuable as the work we perform for other clients and we put our best people on it. Any consulting work you request will be performed at the same rates as our audit work.

### ***Cost Rationale***

We have always completed our work in the time budgeted and for the agreed upon fee. We have never requested additional fees after our work was completed. As always, we finish what we start, regardless of the accuracy of our budgets. Since the City would be a continuing client we are offering an 8.00% discount to the 2016 audit fees, which would carry forward to subsequent years. That represents a \$6,900 savings in 2016 alone – and a cumulative savings of \$20,700 over the next three fiscal years!

**FEE PROPOSAL (Continued)**

**Additional Services**

Any additional services will be performed and billed only on the City's prior authorization at our standard billing rates.

**Manner of Payment**

Progress billings will be sent on the basis of actual hours work completed during the course of the engagement. We do not bill for out-of-pocket expenses as they are included in our stated all-inclusive maximum price.

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total FY 2015-16 Audit	Total FY 2016-17 Audit	Total FY 2017-18 Audit
For All Audits/Reports	71.00	\$ 300	\$ 300	\$ 21,300	\$ 21,300	\$ 21,300
Partner		\$ 160	\$ 160	\$ -	\$ -	\$ -
Manager	201.00	\$ 115	\$ 115	\$ 23,115	\$ 23,115	\$ 23,115
Supervisory Staff	372.00	\$ 85	\$ 85	\$ 31,620	\$ 31,620	\$ 31,620
Staff	50.00	\$ 64	\$ 65	\$ 3,250	\$ 3,250	\$ 3,250
Administrative				\$ -	\$ -	\$ -
Out-of-Pocket, Expenses, Including Printing of Reports				\$ -	\$ -	\$ -
<b>Total All-Inclusive Maximum Price</b>				<b>\$ 79,285</b>	<b>\$ 79,285</b>	<b>\$ 79,285</b>

**All-Inclusive Price by Report**

	Total FY 2015-16 Audit	Total FY 2016-17 Audit	Total FY 2017-18 Audit
Basic City Audit/CAFR	\$ 52,900	\$ 52,900	\$ 52,900
Single Audit	5,805	5,805	5,805
TDA Fund	3,040	3,040	3,040
Measure A	1,505	1,505	1,505
GAFF Report	670	670	670
CAFR Preparation	6,860	6,860	6,860
State Transportation Improvement Program	1,505	1,505	1,505
Cities Financial Transactions Report	7,000	7,000	7,000
Other Recommended/Suggested Reports (List Separately)			
<b>Total</b>	<b>\$ 79,285</b>	<b>\$ 79,285</b>	<b>\$ 79,285</b>



AMENDMENT NO. 22 TO THE PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO  
AND MEYERS, NAVE, RIBACK, SILVER AND WILSON

WHEREAS, the City of South San Francisco (“City”) and Meyers, Nave, Riback, Silver & Wilson (“Meyers Nave”) entered into a Professional Services Agreement in March 1994; and

WHEREAS, the City and Meyers Nave have approved twenty-one amendments to the Professional Services Agreement; and

WHEREAS, the City and Meyers Nave desire to amend said agreement to modify the compensation provided to Meyers Nave for basic and special legal services.

Effective January 1, 2021, the City and Law Firm do hereby agree as follows:

1. Section 4 “Compensation - Basic Services” shall be amended to read as follows:

City shall compensate Law Firm for all Basic Services as described in Section 1 on an hourly basis at the rate of \$284 per hour for Principals and “Of Counsel” attorneys and \$251 per hour for Associate attorneys.

In addition to Basic Services compensation, Law Firm shall also be paid for: 1) successor agency services or redevelopment legal services at the rate of \$312 per hour for Principals and “Of Counsel” attorneys and \$251 per hour for Associate attorneys; 2) enterprise fund matters (e.g., Sewer, Storm water and Solid Waste) at the rate of \$339 per hour for Principal and “Of Counsel” attorneys, \$312 per hour for Senior Associate attorneys, and \$268 per hour for Junior Associate attorneys; and 3) cost recovery matters involving land use entitlements at the rate of \$391 per hour for Senior Principal attorneys, \$339 per hour for Junior Principal and Of Counsel attorneys, \$312 per hour for Senior Associate attorneys, and \$268 per hour for Junior Associate attorneys, and \$160 per hour for paralegals, with the City’s costs reimbursed by the development applicant.

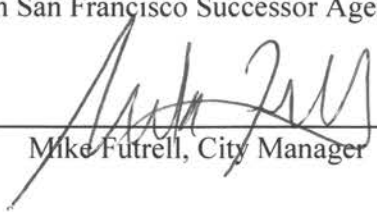
2. The first sentence of Section 5 “Compensation – Special Services” is hereby amended to read as follows:

City shall compensate Law Firm for all Special Services as described in Section 2 hereof on an hourly basis at the rate of \$397 per hour for Senior Principals, \$350 per hour for Junior Principals and Of Counsel attorneys, \$299 per hour for Associate attorneys, and \$160 per hour for paralegals, except that City shall compensate Law Firm for bond counsel services described in Section 2(g) at the standard market rates for bond counsel at bond closing.


Except as expressly provided herein, all other terms and conditions of the Professional Services Agreement between the City and Meyers Nave shall remain in full force and effect for the term of this Agreement. This amendment shall be effective as of January 1, 2021.

Date: 12/2/2020

City of South San Francisco, a Municipal Corporation of the State of California and South San Francisco Successor Agency

By:   
Mike Futrell, City Manager

Attest:

  
City Clerk 12/2/2020

Meyers, Nave, Riback, Silver & Wilson

By:   
Sky Woodruff, Principal

3620241.2



# City of South San Francisco

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

## City Council

Resolution: RES 165-2020

File Number: 20-876

Enactment Number: RES 165-2020

RESOLUTION APPROVING AMENDMENT NO. 22  
TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF SOUTH SAN FRANCISCO  
AND MEYERS NAVE

WHEREAS, the City and Meyers Nave entered into a professional services agreement in March 1994; and

WHEREAS, the parties desire to amend said agreement to modify the compensation provided to Meyers Nave.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of South San Francisco does hereby:

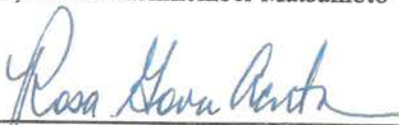
1. Approve Amendment No. 22 to the Professional Services Agreement, as set forth in Exhibit A hereto; and
2. Authorize the City Manager to sign, on behalf of the City, Amendment No. 22.

\* \* \* \* \*

At a meeting of the City Council on 11/24/2020, a motion was made by Councilmember Nagales, seconded by Councilmember Nicolas, that this Resolution be approved. The motion passed.

**Yes:** 5 Mayor Garbarino, Vice Mayor Addiego, Councilmember Nagales, Councilmember Nicolas, and Councilmember Matsumoto

Attest by

  
\_\_\_\_\_  
Rosa Govea Acosta, City Clerk



**LEGAL SERVICES AGREEMENT**

THIS AGREEMENT is entered between the CITY OF SOUTH SAN FRANCISCO (hereinafter referred to as the "City"), and MEYERS, NAVE, RIBACK, SILVER & WILSON (hereinafter known as the "Law Firm").

W I T N E S S E T H T H A T:

WHEREAS, the City seeks special legal counsel concerning issues of general municipal law; and

WHEREAS, the City has determined that the Law Firm is qualified by training and experience to render such services, and the Law Firm has agreed to provide such services; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES AND TERMINATION DATE

a. Scope of Services.

The City agrees that the Law Firm will represent it in the following manner: On-going advice and consultation in the capacity of interim city attorney with respect to general municipal law, including but not limited to the rendition of legal counsel and advice, preparation of ordinances, resolutions, contracts, opinion letters, prosecution and defense of all matters to which the City is a party.

b. Completion Date.

Under the supervision of the City, and subject to paragraph 11 hereof, the Law Firm shall provide legal services during calendar year 1994, commencing March 21, 1994.

c. City Responsibility.

The City will fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. The City will also pay all bills as required by this Agreement. If the City does not comply with these requirements, the Law Firm may terminate this Agreement upon written notice to the City.



d. No Guarantee.

The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for the City. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, the Law Firm cannot and does not warrant, predict or guarantee results or the final outcome of any case or matter.

2. COMPENSATION AND METHOD OF PAYMENT

City agrees to pay the Law Firm for the services performed hereunder, in accordance with Attachment A, upon certification by the City that said services were actually performed in accordance with the Agreement. Compensation and reimbursement shall be paid to the Law Firm upon receipt and approval by the City of statements setting forth in detail the services performed.

3. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Law Firm or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Law Firm or successor or on any obligation under the terms of this Agreement.

4. ASSIGNMENT OF AGREEMENT

The Law Firm shall not assign or transfer any interest in, nor delegate any duties thereof in this Agreement, without the prior express written consent of the City.

5. RESPONSIBILITY OF LAW FIRM

The Law Firm shall take and assume all responsibility for the services rendered in connection with this Agreement. The Law Firm shall render its services in accordance with the standard of care required of a competent practitioner engaged in a similar practice of law.

6. INDEPENDENT CONTRACTOR

The Law Firm hereby declares that it is engaged in an independent business and agrees to perform said services as an independent contractor and not as the agent or employee of the City. The Law Firm agrees to be solely responsible for its own matters relating to payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Law Firm agrees to be solely responsible for its own acts and those of its subordinates and employees during the life of this Agreement.

7. INSURANCE

a. The Law Firm shall have and maintain in full force and effect the insurance policies set forth in Attachment B, which is attached hereto and incorporated herein. All policies, certificates or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. The Law Firm shall provide the City with a copy of said policies, certificates prior to commencing work under this Agreement.

b. Thirty (30) days prior written notice of cancellation shall be given to the City in the event of expiration, cancellation or reduction in coverage of any nature. Such notice shall be sent to:

City Manager  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, California 94085

c. Proof of Coverage: Copies of the required certificates of insurance which shall be provided by the Law Firm insurance company as evidence of the stipulated coverages. This Proof of Insurance shall then be mailed to:

City Manager  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, California 94085

8. RECORDS, REPORTS AND AUDITS

a. Records.

i. Records shall be established and maintained by the Law Firm in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement.

ii. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

b. Reports and Information.

Upon request, the Law Firm shall furnish the City such statements, records, reports, data and information pertaining to

matters covered by this Agreement in the form requested by the City.

9. CONFLICTS OF INTEREST

The Law Firm declares it has no holdings or interests within the City of South San Francisco. The Law Firm has no business holdings or agreements with any official or other representatives of the City of South San Francisco.

10. CONFIDENTIALITY

All the reports, information, data or other materials prepared or assembled by the Law Firm under this Agreement, including the Law Firm's opinion and conclusions based upon such items, are confidential. The Law Firm agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without the prior written approval of the City.

11. TERMINATION.

a. This Agreement may be terminated, with or without cause, in writing by the City for its convenience, provided that no such termination may be affected unless the Law Firm is given not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of the intent to terminate.

b. Any termination shall provide for payment to the Law Firm for services rendered and expenses incurred prior to the termination. The retainer amount for services shall be tendered to the Law Firm on the last day of each month. Upon notice of the termination of this agreement the retainer shall be prorated for the number of days served during the month prior to receipt of the notice. *Per telephone conversation with Steve Meyer on 3/18/94*

c. Upon receipt of a termination notice the Law Firm shall (1) promptly discontinue all service affected (unless the notice directs otherwise) and (2) deliver to the City all records, reports, and files of the City.

d. Upon termination, the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

e. The rights and remedies of the City and the Law Firm provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

12. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof; and no other agreement,

statement, or promise relating to the subject matter of this Agreement not contained herein shall be valid or binding.

13. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

IN WITNESS WHEREOF, the City and the Law Firm have executed this Agreement this 23rd day of March, 1994.

CITY OF SOUTH SAN FRANCISCO

MEYERS, NAVE, RIBACK, SILVER & WILSON

By Edward G. Wohlenberg  
EDWARD G. WOHLLENBERG  
City Manager

By Steven R. Meyers  
STEVEN R. MEYERS  
Managing Partner

ATTEST: Suepassa A. Battaya  
City Clerk



ATTACHMENT A

1. Hourly Rate.

The City agrees to pay the Law Firm for legal services a retainer of \$10,000 per month for which the Law Firm shall provide not more than 100 hours of services. Any services provided by Law Firm in excess of 100 hours shall be at the rate of \$125 per hour. In the event that the Law Firm prosecutes or defends the City in any litigation filed in a Superior Court or a Federal Court, City shall pay Law Firm at the rate of \$150 per hour for such services.

2. All Services Will Be Billed.

The City will be billed at the hourly rates set forth above for all services rendered and costs advanced. Bills will be sent to:

City Manager  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, California 94083

3. Bills.

The Law Firm will send the City itemized bills from time to time, which are due upon receipt.

ATTACHMENT B

INSURANCE

**INSURANCE REQUIREMENTS:**

Law Firm, at Law Firm's sole cost and expense and for the full term of this Agreement or any renewal thereof shall obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefor under this Agreement:

1. A BROAD FORM COMPREHENSIVE GENERAL LIABILITY policy with a minimum limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit for personal injury, bodily injury, and property damage providing at least all of the following minimum coverage (without deductibles):

2. A WORKERS COMPENSATION AND EMPLOYERS LIABILITY policy written in accordance with the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the Agency, its officials, employees, and agents for losses arising from work performed by the Contractor for the Agency.

3. A PROFESSIONAL LIABILITY ERRORS AND OMISSIONS policy in an amount not less than TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) per claim, SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) aggregate.

a. If this policy should contain a deductible clause, it shall not be greater than TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) per occurrence.

b. This policy shall provide a contractual liability endorsement favoring the Agency.

4. AUTOMOTIVE INSURANCE:

a. The Law Firm agrees to keep in good standing a valid California driver's license at all times during the term of this Agreement. The Law Firm shall also obtain, and keep in force during the term hereof, a policy of motor vehicle public liability insurance which shall afford not less than the following amounts of coverage: ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) each occurrence; property damage liability, TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) each occurrence.

b. Acceptance proof of vehicle insurance shall be sent to:

City Manager  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, California 94083

These insurance requirements may be amended or waived by the mutual agreement of the Law Firm or the City provided the City Attorney determines that the amendment or waiver will not substantially increase the City's liability for activities permitted under this Agreement.

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**Exhibit F**

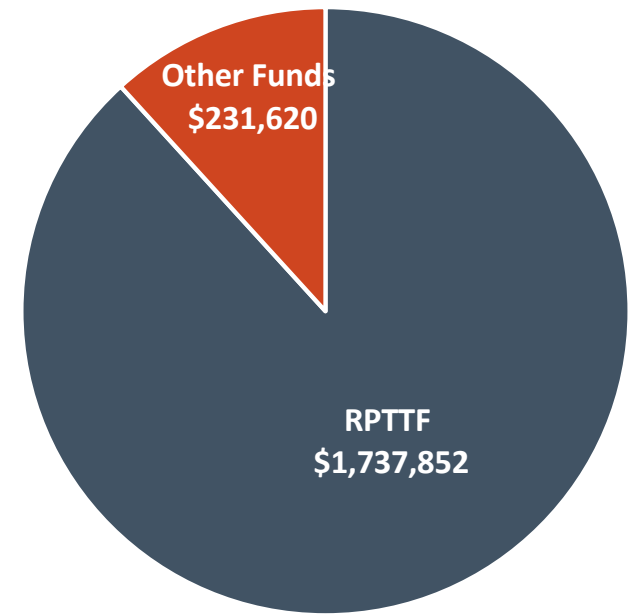
# South San Francisco ROPS 22-23



# ROPS 22-23

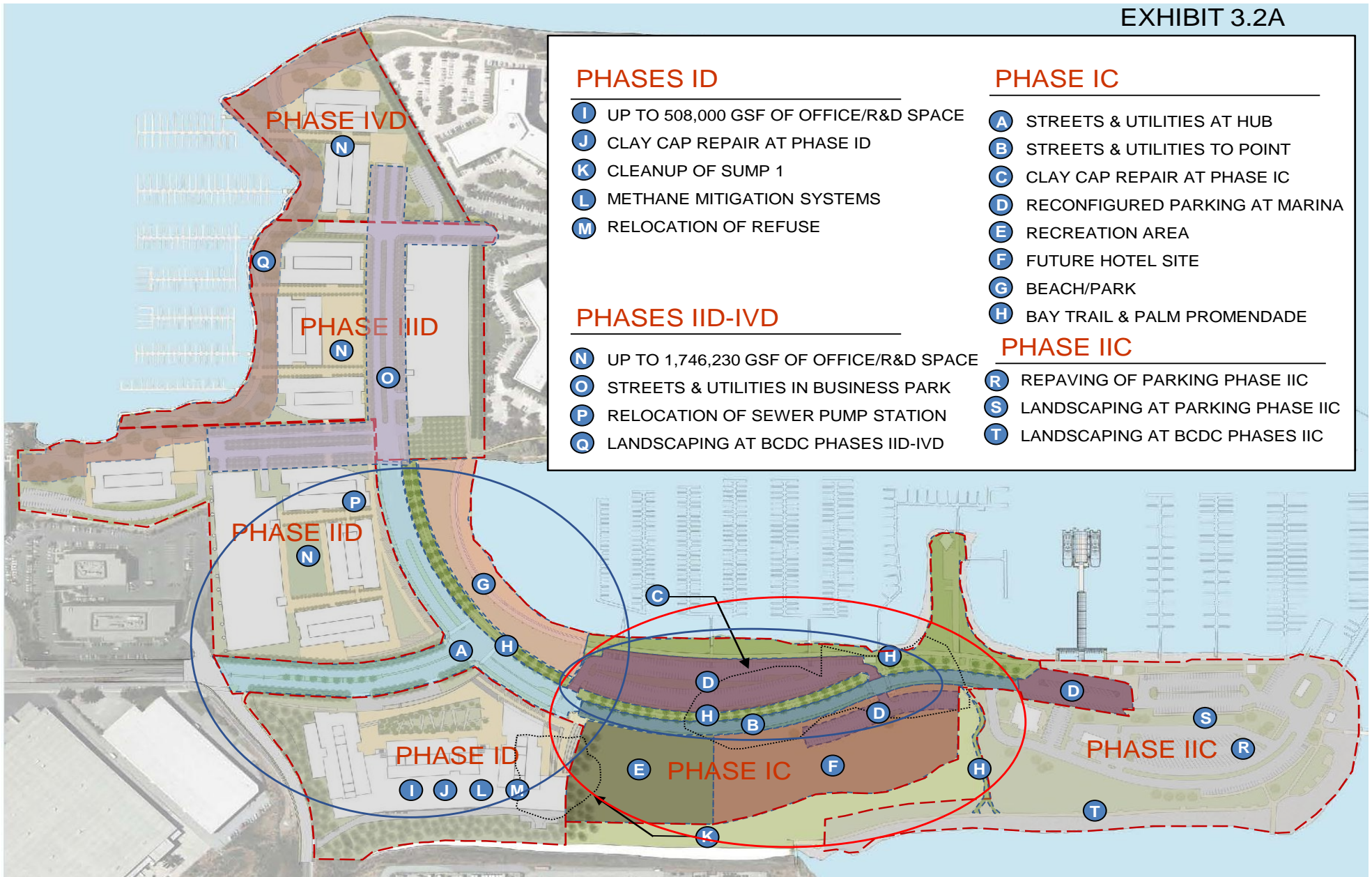
## \$1.97 MILLION REQUESTED

ROPS Item	Requested
Item 12 Oyster Point Project Costs	\$1,524,642
Item 14 Oyster Point Project Mgnt	\$194,830
Item 48 Admin Cost Allowance	\$250,000
<b>Total Requested</b>	<b>\$1,969,472</b>
<i>RPTTF: \$1,737,852    Other Funds: \$231,620</i>	



# Oyster Point Site Plan

EXHIBIT 3.2A



## PHASES ID

- I UP TO 508,000 GSF OF OFFICE/R&D SPACE
- J CLAY CAP REPAIR AT PHASE ID
- K CLEANUP OF SUMP 1
- L METHANE MITIGATION SYSTEMS
- M RELOCATION OF REFUSE

## PHASES IID-IVD

- N UP TO 1,746,230 GSF OF OFFICE/R&D SPACE
- O STREETS & UTILITIES IN BUSINESS PARK
- P RELOCATION OF SEWER PUMP STATION
- Q LANDSCAPING AT BCDC PHASES IID-IVD

## PHASE IC

- A STREETS & UTILITIES AT HUB
- B STREETS & UTILITIES TO POINT
- C CLAY CAP REPAIR AT PHASE IC
- D RECONFIGURED PARKING AT MARINA
- E RECREATION AREA
- F FUTURE HOTEL SITE
- G BEACH/PARK
- H BAY TRAIL & PALM PROMENADE

## PHASE IIC

- R REPAVING OF PARKING PHASE IIC
- S LANDSCAPING AT PARKING PHASE IIC
- T LANDSCAPING AT BCDC PHASES IIC





# Vision for Oyster Point Kilroy Realty





A – Oyster Pt Blvd to Hub and ID building; IID

B – Marina and hotel site toward East Basin

# Oyster Point Construction Underway

Aerial views of work progress at Phase IC

D – Marina Blvd, Park, Open Rec site

C – Oyster Pt Blvd, Crescent Beach, IID site



# OYSTER POINT DDA PROPERTY TAX IMPACT

**Property Tax  
Estimates**

**Annual**

**2011: \$840,000**

**2024: \$23,954,000**

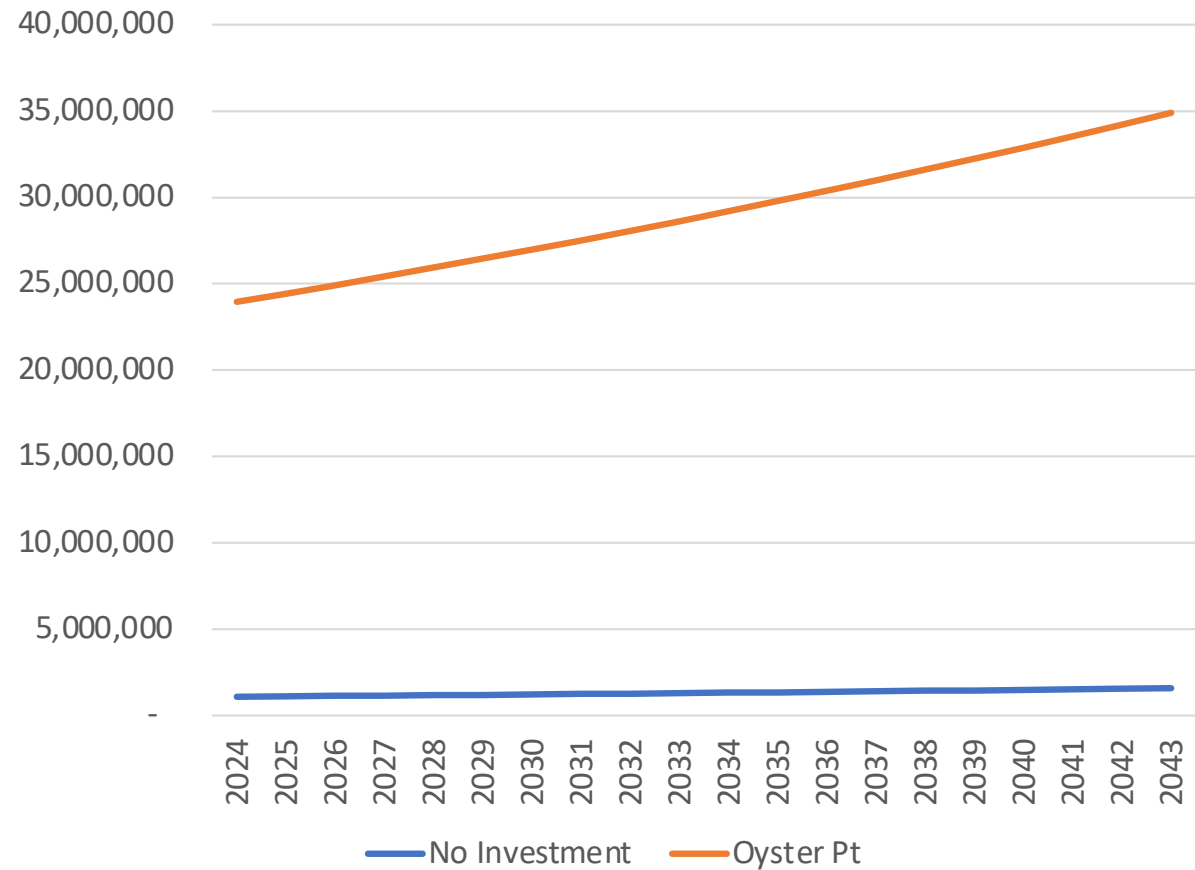
  

**Cumulative**  
*(2% Growth from 2024)*

**2030: \$178 million**

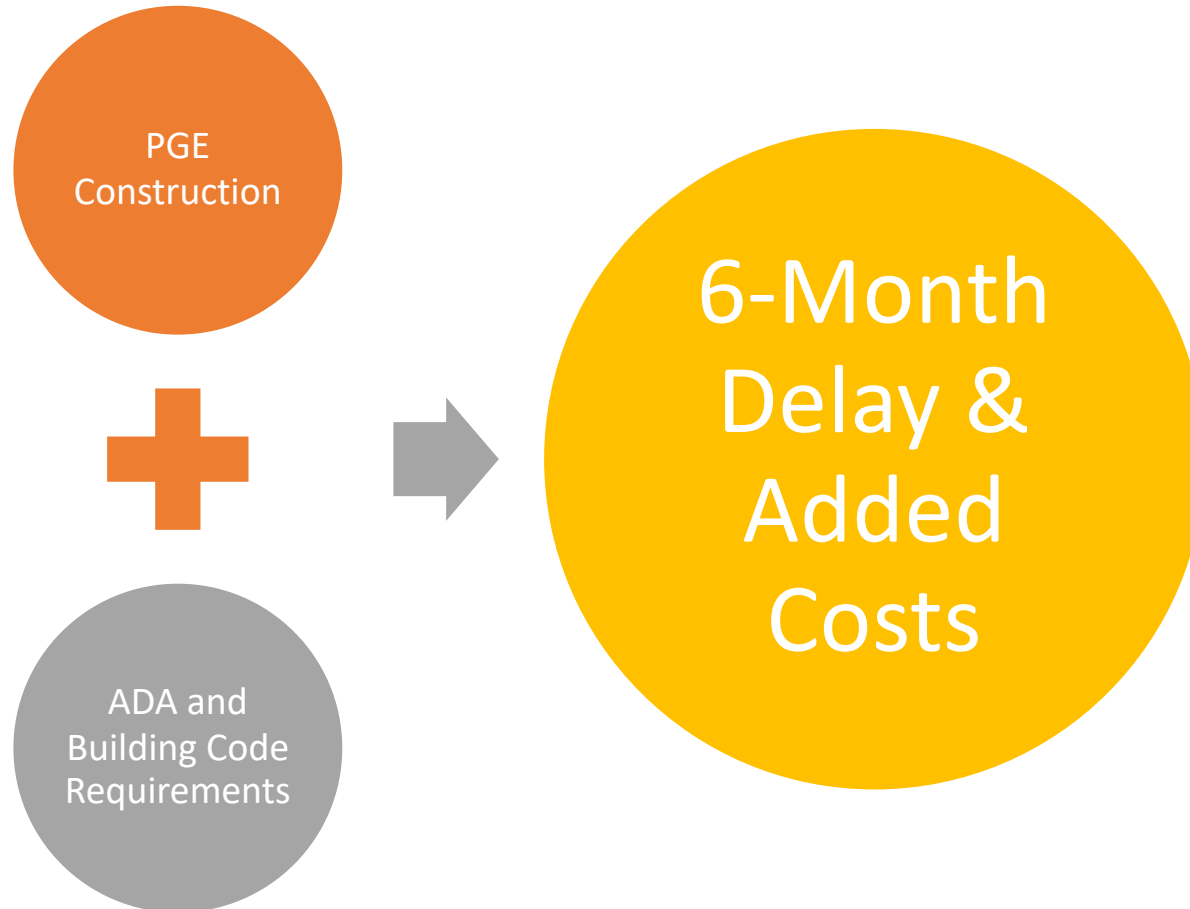
**2040: \$301 million**

**2050: \$847 million**



# OYSTER POINT DDA (ITEM 12)

## UNAVOIDABLE CONSTRUCTION DELAYS



# OYSTER POINT DDA (ITEM 12) ROPS 22-23 PROJECT COSTS

DDA Exhibit	Description	Work Required	Cost		
			Agency Share	Developer Share	Total
3.2.1A	Streets and Utilities at Hub	Relocation of PGE electrical facilities and ATT telecommunications to replacement joint trench infrastructure severely delayed (6 mo.) by PGE Construction due to labor shortage (critical path work).	\$117,603	\$778,854	\$896,457
3.2.1B	Streets and Utilities at Point		\$525,187		\$525,187
3.2.1C	Clay Cap Repair at City Parcels – Phase IC	Site inspections identified ADA and building code requirements for pedestrian travel path protections at some bioretention basins (at Oyster Point Blvd at Hub and Marina Blvd to Point) and guardrail at steep slope condition at sidewalk (at Marina Blvd to Point adjacent to Marina parking lot).	\$14,735		\$14,735
3.2.1D	Reconfiguration of Parking Lot at Marina & Open Space Landscape		\$198,062		\$198,062
3.2.1E	Recreation Fields		\$215,472		\$215,472
3.2.1F	Future Hotel Site		\$49,321		\$49,321
3.2.1G	Landscaping at Beach/Park		146,306		146,306
3.2.1H	Landscaping at BCDC Area in City Parcels and Palm Promenade	Delay impacts - Stormwater control, Project Management oversight; increased General Requirements & General Conditions, and escalation of material and labor.	\$257,956		\$257,956
<b>TOTAL</b>			<b>\$1,524,642</b>	<b>\$778,854</b>	<b>\$2,303,496</b>

# OYSTER POINT DDA PROJECT MANAGEMENT (ITEM 14)

Position	Tasks	Average Hrs/Mo	Fully Loaded Hr Rate	Total Annual Cost
Public Works Director	Project and contract management specific to Oyster Point DDA project	10	\$187.71	\$22,525
Project Management Services (WC-3)	Daily project management; cost management; coordination with contractor, developer and other regulatory agencies	15	\$175.00	\$31,500
City Manager / Successor Agency Executive Director	Overall project management, coordination with developer, staff and legal counsel	20	\$220.58	\$52,939
Director of Economic & Community Development	Overall project management, coordination with developer, staff and legal counsel	4	\$160.35	\$7,697
Principal Planner	Overall project management and monthly outreach meetings	3	\$132.22	\$4,760
Financial Services Manager	Support cost/contract management, payment of project invoices, transfers between escrow accounts	4	\$101.01	\$4,848
Legal Services (Meyers Nave)	Contract interpretation, implementation and dispute resolution for all contracts related to the enforceable obligations included in the DDA	15	\$392.00	\$70,560
<b>Total Estimated Budget</b>				<b>\$194,830</b>



# ADMINISTRATIVE BUDGET

## FY 2022-23 (ITEM 48)

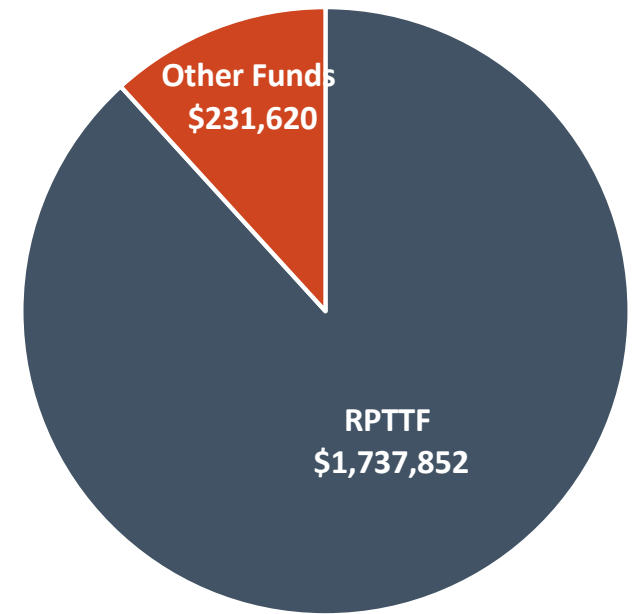
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Description of Cost/Expense	Amount
Staff salaries, benefits, and payroll taxes	\$170,000
Overhead costs and supplies	1,000
Professional Services – Successor Agency Consulting (RSG, Inc.)	25,000
Professional Services – Auditors (Maze & Associates)	4,000
Professional Services – Legal (Meyers Nave)	50,000
<b>Total Budget</b>	<b>\$250,000</b>

# ROPS 22-23

## \$1.97 MILLION REQUESTED

ROPS Item	Requested
Item 12 Oyster Point Project Costs	\$1,524,642
Item 14 Oyster Point Project Mgnt	\$194,830
Item 48 Admin Cost Allowance	\$250,000
<b>Total Requested</b>	<b>\$1,969,472</b>
<i>RPTTF: \$1,737,852    Other Funds: \$231,620</i>	



# SAN MATEO COUNTY

## COUNTYWIDE OVERSIGHT BOARD

### *Members*

*Mark Addiego*

*Aimee Armsby*

*Chuck Bernstein*

*Kevin Bultema*

*Barbara Christensen*

*Mark Leach*

*Justin Mates*

Date: December 31, 2021

**Agenda Item No. 13**

To: San Mateo County Countywide Oversight Board (OB)

From: Shirley Tourel, Assistant Controller

Subject: Fiscal Year 2022-23 OB Meeting Calendar

### **Recommendation**

Adopt a Resolution establishing the date, time, and location for regular meetings for Fiscal Year 2022-23 of the OB.

### **Background and Discussion**

The OB Bylaws require the Board to adopt its regular meeting schedule for the upcoming fiscal year prior to the end of each fiscal year. The proposed FY 2022-23 meeting dates for the OB are provided on the attached (Exhibit A) for the OB's consideration and approval. Staff further proposes that, as in the prior year, regular meetings be held every second Monday of the month except that when it is a holiday the meeting is moved to the first Monday of that month. The currently anticipated potential business items for next year are:

1. Approval of the Annual Recognized Obligations Payment Schedules ("ROPS")
2. Approval of Amendments to ROPS
3. Disposal of Properties
4. Last and Final ROPS Approval
5. Approval of Amendment to Last and Final ROPS
6. Successor Agency Dissolution

Since the exact timing of items 3 through 6 is not known, Staff recommends the OB schedule meetings throughout the year to accommodate these items as they arise, as set forth in the attached proposed schedule. In addition, to the extent that urgent matters may arise which require the immediate attention of the OB, special meetings may be scheduled as necessary.

### **Fiscal Impact**

None

### **Exhibits**

A-Proposed FY 2022-23 OB Meeting Calendar

B-Draft Resolution of the OB Adopting the FY 2022-23 Meeting Calendar

**RESOLUTION NO. 2022-\_\_\_\_\_**

**RESOLUTION OF THE SAN MATEO COUNTY COUNTYWIDE OVERSIGHT BOARD ADOPTING THE FISCAL YEAR 2022-23 MEETING CALENDAR**

**WHEREAS**, California Health and Safety Code Section (HSC) 34179(e) requires all action items of Countywide Oversight Boards, including the San Mateo County Countywide Oversight Board (the “Board”), be accomplished by resolution; and

**WHEREAS**, establishing a regular meeting schedule will further the ability of the Board, the Successor Agencies, and the public to address matters concerning the winding down of the former redevelopment agencies within the county and will enable the Board to better perform its fiduciary duties pursuant to HSC 34179(i); and

**WHEREAS**, the Board has been presented a proposed Fiscal Year 2022-23 regular meeting calendar, attached hereto as Exhibit A and incorporated herein by this reference, and desires to approve the same; and

**NOW, THEREFORE, BE IT RESOLVED**, the San Mateo County Countywide Oversight Board hereby adopts said regular meeting calendar for Fiscal Year 2022-23.

\* \* \*



## Exhibit A

### San Mateo County Countywide Oversight Board

#### FY 2022-23 Meeting Calendar

All meetings start at 9:00 AM and (subject to approving resolution per Gov't Code § 54953(e)) are held via teleconferencing through Zoom unless otherwise specified on the agenda.

2022	
Day	Date
Monday	July 11
Monday	August 8
Monday	September 12
Monday	October 3
Monday	November 14
Monday	December 12
2023	
Day	Date
Monday	January 9 *
Monday	January 23 *
Monday	February 13
Monday	March 13
Monday	April 10
Monday	May 8
Monday	June 12
<p>*These meetings are necessary to meet the DOF's February 1<sup>st</sup> deadline for Annual ROPS.</p>	

# SAN MATEO COUNTY

## COUNTYWIDE OVERSIGHT BOARD

### *Members*

*Mark Addiego  
Aimee Armsby  
Chuck Bernstein  
Kevin Bultema  
Barbara Christensen  
Mark Leach  
Justin Mates*

Date: December 31, 2021 **Agenda Item No. 14**

To: San Mateo County Countywide Oversight Board (OB)

From: Shirley Tourel, Assistant Controller

Subject: Election of Chairperson and Vice Chairperson

### **Recommendation**

Nominate, choose, and adopt a resolution approving the election of a Chairperson and a Vice Chairperson for the fiscal year 2022-23.

### **Background and Discussion**

Article II of the OB bylaws states that the members of the OB shall elect one member to serve as the Chairperson and may elect one member to serve as the Vice Chairperson for a term of one year from July 1 to June 30. The bylaws further provide that the Chairperson shall preside at all OB meetings, represent the position of the OB, act as spokesperson for the OB and serve as the public contact for the OB. In accordance with the bylaws, the Vice Chairperson shall perform the duties of the Chairperson in the Chairperson's absence or when requested. The current members of the OB from which the Chairperson and Vice Chairperson may be selected are listed below.

<b>MEMBERS OF THE SAN MATEO COUNTYWIDE OVERSIGHT BOARD</b>		
<b>Name</b>	<b>Title</b>	<b>Appointed By</b>
Mark Addiego	City of South San Francisco Councilmember	City Selection Committee
Aimee Armsby	Former Deputy County Counsel	San Mateo County Board of Supervisors, Member of the Public

Chuck Bernstein	Member, Menlo Park Fire District Board	Special Districts Committee
Kevin Bultema-Primary	Deputy Superintendent – Business Services, County Office of Education	San Mateo County Superintendent of Schools
Wendy Richard-Alternate	Executive Director – District Business Services, County Office of Education	
Barbara Christensen (OB Vice Chairperson)	Special Advisor and Consultant, Community Colleges District	Chancellor of the California Community Colleges
Mark Leach	Representative, Teamsters Local Union #856	Recognized Employee Organization
Justin Mates	Deputy County Manager	County Board of Supervisors

Pursuant to the OB bylaws, Vice Chairperson Barbara Christensen currently performs the duties of the Chairperson since the elected Chairperson resigned from the OB last October.

OB Staff recommends that the OB accept nominations for the Chairperson and Vice Chairperson positions and elect a Chairperson and Vice Chairperson for 2022-23 during the OB’s January 10, 2022 meeting.

**Fiscal Impact**

None

**Exhibit:**

A - Draft OB Resolution Approving the Election of Chairperson and Vice-Chairperson for 2022-23

RESOLUTION NO. 2022-\_\_\_\_\_

**RESOLUTION OF THE SAN MATEO COUNTY COUNTYWIDE OVERSIGHT BOARD  
APPROVING THE ELECTION OF THE CHAIRPERSON AND VICE CHAIRPERSON FOR  
FISCAL YEAR 2022-23**

**WHEREAS**, pursuant to California Health and Safety Code (HSC) Section 34179(j) the San Mateo County Countywide Oversight Board was created to oversee the Successor Agencies tasked with winding down the affairs of the former redevelopment agencies; and

**WHEREAS**, HSC Section 34179(a) requires the election of a member to serve as Chairperson of the oversight board and while there is no requirement to elect a Vice Chairperson, the oversight board is not precluded from doing so; and

**WHEREAS**, Article II Section 1 of the San Mateo County Countywide Oversight Board Bylaws requires the election of a Chairperson and allows for the election of a Vice Chairperson both of whom shall serve for one year effective July 1; and

**WHEREAS**, the election of Chairperson and Vice Chairperson will further the Oversight Board's ability to perform its fiduciary duty to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other related revenues;

**NOW, THEREFORE, BE IT RESOLVED**, the San Mateo County Countywide Oversight Board hereby determines as follows:

1. Oversight Board member \_\_\_\_\_ is hereby elected as Chairperson of the San Mateo County Countywide Oversight Board; and
2. Oversight Board member \_\_\_\_\_ is hereby elected as Vice Chairperson of the San Mateo County Countywide Oversight Board.

\* \* \*