San Mateo County Parks
SAN BRUNO MOUNTAIN PARK

DESIGN-BUILD AGREEMENT
for
RESTROOM REPLACEMENT PROJECT

THIS AGREEMENT, dated this 13th day of August 2024 by and between Romtec, Inc., whose place of business is located: 18240 North Bank Road, Roseburg, OR 97470 ("Design-Build Entity" or "DBE"), and the County of San Mateo ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California for preconstruction and construction services ("Work") for the San Bruno Mountain Park Restroom Replacement Project ("Project") in accordance with the Contract Documents. By executing this Agreement, each of the Signatories represents that they have the authority to bind the Party on whose behalf this execution is made.

Owner:
County of San Mateo
455 County Center, 4th Floor
Redwood City, CA 94063

By:_____
(Signature)

Name:

Telephone No.:

Facsimile No.:

Email:

Design-Builder:
Romtec, Inc.
18240 North Bank Road
Roseburg, OR 97470

By: DocuSigned by: Benjamin Cooper 2C9BDAA8034F4FE... 7/18/2024
(Signature)

Name: Ben Cooper, President

Telephone No.: 541-496-3541

Facsimile No.:

Email: sales@romtec.com

CA License No.: 849246

DIR Registration No.: 1000002582

THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS

EXHIBITS

All Exhibits set forth below are incorporated into the Agreement.

Exhibit 1	Supplemental Conditions
Exhibit 2	Bridging Contract Documents
Exhibit 2A	San Bruno Mountain Park Conceptual Design
Exhibit 2B	Criteria Document
Exhibit 2C	Site Survey with underground utilities
Exhibit 2D	Geotechnical Report
Exhibit 2E	Hazardous Material Report
Exhibit 3	Scope of Work
Exhibit 3A	Scope of Work
Exhibit 3B	Exclusions & Assumptions
Exhibit 4	Price Proposal
Exhibit 4A	Price Proposal
Exhibit 4B	Schedule of Values
Exhibit 5	Personnel & Equipment
Exhibit 5A	Staffing Plan
Exhibit 5B	Key Personnel
Exhibit 6	Schedule
Exhibit 6A	Project Baseline Schedule
Exhibit 7	Schematic Design Documents

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DESIGN-BUILD AGREEMENT

This Design-Build Agreement (**"Agreement")** is executed as of August 13, 2024 (**"Effective Date"**) by and between the **"Owner"** and **"Design-Builder"** for completion of the **"Project**." The Owner and Design-Builder may collectively be referred to as **"the Parties**."

Owner:
County of San Mateo
455 County Center, 4th Floor
Redwood City, CA 94063

Design-Builder:
Romtec, Inc.
18240 North Bank Road
Roseburg, OR 97470

Project:
San Bruno Mountain Park Restroom Replacement Project No. 24-01

The Owner and Design-Builder agree as set forth below:

1. GENERAL

1.1 Definitions. All defined terms will be capitalized throughout the Agreement. The definitions for this Agreement appear in alphabetical order in Section 1 of the "**Supplemental Conditions**" to the Agreement and may also be set forth herein for convenience as defined terms the first time the term is used.

1.2 Project Description. The Project involves **Preconstruction Stage Services and Construction Stage Services** to construct the replacement of a toilet room building ("Project") according to the San Bruno Mountain Park Map and Project Criteria Documents attached hereto as **Exhibits 2A and 2B** respectively.

1.3 Project Delivery. The Project will be delivered using a design-build delivery method pursuant to Sections 22160, et seq., of the California Public Contract Code.

2. THE DESIGN-BUILD TEAM AND RELATIONSHIP OF THE PARTIES

2.1 Design-Build Team. The Design-Builder is responsible to the Owner for completion of the Project. The Design-Build Team includes all team members providing services for or on behalf of the Design-Builder, and is comprised of, at a minimum, the **"General Contractor,"** the **"Design Professionals"** and "**Design-Build Subcontractors**". All **"Design Services"** will be performed by the Architect of Record and/or other design consultants (collectively, **"Design Professionals"**). The Design-Builder shall name the Owner as a third-party beneficiary to all design service agreements and/or design-build subcontracts and the parties agree that the Owner is an intended third-party beneficiary of such contracts. The Design-Build Team is currently comprised of the entities identified in **Exhibit 5B Key Personnel**.

2.2 **Licensing.** Design-Builder must possess a valid California state class "B" General Building Contractor license during the entire term of this Agreement. All members of the Design-Build Team must possess the appropriate California state design licenses for their particular discipline. Subcontractors must all possess the appropriate California state specialty license for their particular trade. Nothing in this Agreement will require a Design-Build Team member, or any of their respective Consultants or Subcontractors, to perform any portion of the Work outside of their respective licenses or contrary to applicable law.

2.3 **Good Faith.** The Design-Builder will perform all Work under this Agreement in compliance with each of the following requirements: (i) use its best skill and judgment in pursuit of the Project; (ii) furnish effective and efficient design, construction administration and supervision; (iii) furnish at all times an adequate supply of **"Skilled Labor"** and materials; and (iv) perform the Work in the most expeditious and economical manner consistent with the Bridging Contract Documents **in Exhibit 2**, and good engineering practices.

2.4 **Standard of Care.** The Design-Builder warrants that it possesses the design and construction licenses and expertise required for this Project under Section 2.2 and will use the same degree of care and skill customarily used by California state licensed professionals performing similar services for residential construction projects in the state of California.

2.5 **Collaboration.** Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement. Design-Builder and its Design Professionals, Subcontractors, suppliers, and equipment vendors will perform their respective portions of the Work using collaborative tools and methods. The Design-Build Team will actively participate and collaborate with Owner to achieve best value, optimal design, increased labor efficiency, and elimination of waste and re-work. The Design-Builder will collaborate with Owner to develop the design within the Contract Price, and to ensure that the design satisfies the Bridging Contract Documents.

2.6 **Communications.** All communications from the Design-Builder shall be directed to Owner via the Owner's Project Manager, Matthew Estes, and others as designated and directed by the Owner's Project Manager.

2.7 **Relationship of the Parties.** The Design-Builder's relationship with the Owner is that of an independent contractor whose involvement in the Project is to act solely in the capacity of a California licensed design professional and general contractor and not as an agent, fiduciary, partner, member of, subsidiary of, or otherwise affiliated with the Owner.

2.8 **Responsibility.** Design-Builder acknowledges and agrees that it is solely responsible to Owner for the sufficiency, quality, adequacy and completeness of the Work, and that Design-Builder is responsible for any acts, errors, or omissions of the Design-Builder's principals, employees, agents, and/or any other parties either directly or indirectly in privity of contract with Design-Builder including, but not limited to, the Architect of Record and other Design Professionals, Subcontractors, suppliers, equipment vendors, and their agents and employees, and other persons performing any portion of the Work on behalf of Design-Builder.

2.9 Conflicts of Interest. Design-Builder warrants that it is not aware of any existing conflicts of interest under Applicable Law that would prevent any member of the Design-Build Team from participating in the Project. Design-Builder has an ongoing obligation to monitor and disclose conflicts or potential conflicts of interest. If an organizational conflict of interest is discovered, the Design-Builder must make an immediate and full written disclosure to the Owner that includes a description of the action that the Design-Builder has taken or proposes to take to avoid or mitigate the conflict. If the contract is terminated due to a conflict of interest that existed at the time of the award, the Owner has no obligation, responsibility or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Design- Builder.

3. CONTRACT DOCUMENTS

3.1 Contract Documents. The **"Contract Documents"** consist of this Agreement, the Supplemental Conditions, and all other Exhibits attached to this Agreement, all subsequent modifications through amendments and change orders executed by Owner and Design-Builder, and the Construction Documents to be developed by the Design-Builder.

3.2 Interpretation and Intent. The intent of the Contract Documents is to include all items necessary for proper completion of all Work within the **"Contract Time"** and within the **"Contract Price**.**"** The Contract Documents are intended to be complementary and what is required by any one of them is as binding as if called for by all of them.

3.3 Sufficiency of Contract Documents. The Design-Builder acknowledges that all documents and materials submitted by the Owner to the Design-Builder in connection with the process culminating in the execution of this Design-Build Agreement, are complete and sufficient to have enabled the Design-Builder to determine the cost of the Work in order to enter into this Agreement. The Design- Builder confirms that it has examined the site and all physical, legal and other conditions affecting the Work and is fully familiar with the site and with such conditions. The Design-Builder specifically represents to the Owner that it has examined (a) the nature, location, and character of the Project and the site, including, without limitation, the surface conditions of the site and subsurface conditions of the site to the extent that such conditions affect the design and constructability of the Project, and all structures and obstructions on the site and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and the surrounding area; (b) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (c) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time required by the Contract Documents. In connection with the foregoing, and having carefully examined all Contract Documents, and having examined the site, the Design-Builder acknowledges and declares that it has no knowledge of any discrepancies, omissions, ambiguities or conflicts in the Contracts Documents and agrees that if it becomes aware of any such discrepancies, omissions, ambiguities or conflicts, it shall promptly notify the Owner thereof.

3.4 Order of Precedence. In the event of inconsistencies between requirements contained in different components of the Contract Documents, the content of each

document listed below prevails over any inconsistent content in any document listed below it:

3.4.1 Amendments of the Design-Build Agreement;

3.4.2 Change Orders approved by Owner;

3.4.3 The Design-Build Agreement executed between Owner and Design- Builder not including Exhibits;

3.4.4 Project Baseline Schedule, as approved by Owner and updated pursuant to Section 8.2 of this Agreement;

3.4.5 The Scope of Work set forth in **Exhibit 3** to the Agreement;

3.4.6 The Supplemental Conditions included in **Exhibit 1** to the Agreement;

3.4.7 The Bridging Contract Documents included as **Exhibit 2**;

3.4.8 100% Construction Documents developed by Design-Builder;

3.4.9 All other Exhibits to the Design-Build Agreement and all other Contract Documents not listed above;

3.4.10 Proposal submitted by Design-Builder;

4. OWNER'S OBLIGATIONS

4.1 Information and Documents. The Owner may make various Background Documents related to the Project available to the Design-Builder, including but not limited to any surveys and other information that describe the Project Site as well as schedule requirements, budget constraints and other criteria, and procurement schedules. Any Background Documents provided are for information only and will not be included as part of the Contract Documents.

4.2 Bridging Contract Documents. The "Bridging Contract Documents," consisting of the Design Criteria, both included in **Exhibit 2** to this Agreement, were developed by the Owner to provide an understanding of the baseline design requirements for the Project. The Bridging Contract Documents, along with other information provided during the RFP and proposal process, provides a basis for the Contract Price, initial Project Baseline Schedule, and initial design work. The Design-Builder must conduct all Work in accordance with the Bridging Contract Documents.

4.3 Ownership of Facilities. The Owner will own the Facilities, and control easements on which certain Facilities are to be built. Owner will provide Design-Builder with access to the Work site and easements for the purpose of fulfilling its obligations under this Agreement.

4.4 Governmental Approvals. The Design Builder will be responsible for obtaining the permits and approvals for the Project facilities. Owner shall reimburse the Design Builder without mark-up for all permits and fees associated with this work. Design-Builder's responsibility for permits, licenses, and approvals is set forth in Section 5.5.

4.5 Owner's Project Manager. Owner's interests on the Project will be represented by the Owner's Project Manager, Matthew Estes, as well as any other individuals identified from time to time by the Owner. The Project Manager is authorized to act on the Owner's behalf with respect to the daily operations of the Project, including, without limitation, review of Work, invoices, claims, change orders, and submittals, or may delegate authority to another representative. For simplicity, where this Agreement refers to the Owner, Design- Builder may assume that the Project Manager is the appropriate point of contact. Where necessary, the Project Manager will elevate issues to the County Board of Supervisors or to appropriate executives.

4.6 Stop Payment Notice. The Owner will comply with all stop payment notices submitted in compliance with applicable laws by withholding appropriate amounts from payments otherwise due to Design-Builder or otherwise responding consistent with legal requirements.

4.7 Separate Contracts. The Owner reserves the right to perform construction, maintenance, and operations related to the Project with the Owner's own forces, and to award contracts for work that lies outside of the Design-Builder's Project Scope of Work. The Design- Builder and Owner will coordinate to allow for any other separate contracts to be performed, and to minimize interference with the Work and the work that the Owner is having performed through separate contract or contracts. Design-Builder shall perform all Work in such a manner as to avoid any material interruption of Owner's existing operations, including, without limitation, use of the athletic fields. When performing construction, maintenance, or operations related to the Project, the Owner agrees that its separate contractors will be subject to the same obligations as the Design- Builder with respect to insurance, indemnification, safety, protection, inspections and non-conforming work. The Owner will remain responsible to the Design- Builder for any delays to the Contract Time or cost impacts resulting from work performed by its separate contractors. Any cost and/or time impacts will be addressed through the Change Order process set forth in Section 9.

4.8 Timeliness. In order to avoid any impacts to the Contract Time, information or services under the Owner's control, including reviews and approvals, will be furnished within the timeframes set forth in the Contract Documents.

4.9 Owner Direct Payments. In case of a material breach by the Design-Builder, the Owner hereby retains the right to make direct payment to Subcontractors and Design Professionals, less retention, and to deduct the amounts from future payment requests from Design-Builder. Owner shall give Design-Builder notice and a reasonable opportunity to cure the material breach before exercising any rights described in this Section 4.9.

5. DESIGN-BUILDER'S OBLIGATIONS

5.1 Design-Build Services. Design-Builder will provide all labor, materials and equipment necessary to complete the Work in compliance with the Contract Documents as described in further detail in the Scope of Work included in **Exhibit 3**. Unless otherwise provided in the Contract Documents, the Design- Builder shall provide or cause to be provided, and shall pay for services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work,

whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

5.2 Preconstruction Stage Services – Preparation of Design and Construction Documents. Design-Builder will work collaboratively with Owner to validate Conceptual Design **(Exhibit 7),** propose alternatives where such alternatives create value to the Owner, evaluate design and construction phasing alternatives, and potential early work packages. Design Builder to produce Schematic, Design Development, and Construction Documents for the Project in accordance with: Criteria Documents (**Exhibit 2**), its attachments, and supporting documents: Site Survey, Geotechnical Report, and Hazardous Material Report; and Scope of Work **(Exhibit 3).** Also complete design per meetings with the County for input, conformance with Criteria Documents, and approval at each design phase for the schematic design, design development, construction phase documents.

5.2.1 Conduct of Design Services. Design-Builder must perform all design-services, including architectural, engineering and other design professional services, consistent with applicable state licensing laws, and through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Professionals, and in accordance with the standard of care described in Section 2.4. The Design-Builder's Architect shall be the Architect-of-Record.

5.2.2 Schematic Design. Prior to starting design, DBE is to conduct site investigations and familiarize themselves with the existing conditions and supporting documents provided by the County. Prepare Schematic Design Documents based on the Conceptual Drawings, site observations, Criteria Document and supporting documents. Include site layout drawings for approval by the County. Attend review meetings with the County and incorporate conformance review comments.

5.2.3 Design Development. Upon the County's written acceptance of the Schematic Design Documents, prepare Design Development Documents for approval by the County from the Criteria Documents, including related architectural, structural, mechanical, electrical, plumbing, and civil plans. Attend review meetings with the County and incorporate conformance review comments.

5.2.4 Construction Documents. Upon the County's written acceptance of Design Development Documents, prepare 100% complete construction documents for review and written approval by the County prior to submitting for permitting. Perform quality assurance/quality control and constructability reviews of the documents prior to submitting to the County. The County will perform its own constructability and conformance reviews. The 100% Construction Documents shall consist of complete detailed working drawings and Specifications addressing required materials, products, equipment, their installation and operation, quality assurances, reference standards, product data, warranty data, etc. These 100% Construction Documents shall contain all required drawings and Specifications completed in detail sufficient to construct the Project, confirm conformance with Bridging Contract Documents, and obtain agency approvals. The 100% Construction Documents shall be consistent with approved interim design submissions, as

such submissions may have been modified in a design review meeting and recorded in the meetings minutes. Design-Builder shall remain responsible for correcting any deviation from the Bridging Contract Documents, whether discovered prior to or during construction work. Attend meetings with the County and incorporate review comments prior to submitting for permitting purposes.

5.2.5 **Permitting**. Submit completed accepted plans and specifications, and obtain all local jurisdictional agency plan approvals and permitting, necessary to meet the Project Schedule **(Exhibit 6)**. DBE to pay and be reimbursed without mark-up for all permitting fees.

5.2.6 Any other services that are reasonable and necessary for design and permitting of the Project, including close-out with local jurisdictional agencies.

5.3 **Construction Stage Notice to Proceed.** Prior to commencing any work on the Construction Stage of the Project, the Design-Builder will submit a Final Design Package to Owner that Design-Builder proposes would govern the Construction Stage work. The Final Design Package shall be comprised of the following documents: 1) the 100% Construction Documents; 2) a Construction Stage project schedule; 3) all documents required as part of the Project Manual for Construction Stage Work, including a number of forms and plans (Safety Plan, Traffic Control Plan, Quality Control Plan, various mitigation plans) to be identified by Owner and developed by Design- Builder during the course of the Preconstruction Stage; and 5) any other documents or materials reasonably required by Owner. Design-Builder must submit one (1) electronic set and (5) sets of prints. Owner shall review the Final Design Package in order to determine whether this Design-Build Agreement provides Owner with the best value for completing the Construction Stage of the Project. Owner reserves the right to take any of the following actions in response to the proposed Final Design Package submitted by Design-Builder.

5.3.1 Owner may elect to proceed with the Construction Stage of this Agreement by delivering to the Design-Builder a written Notice to Proceed with Construction (the "NTP"), Builder elect to proceed with the Construction (in reasonably acceptable form), Building Permit and Clearance of Bird Nesting. Design-Builder will coordinate in good faith and in a commercially reasonable manner with respect to securing the Building Permit and the Clearance of Bird Nesting.

5.3.2 The Owner may notify the Design-Builder of any objections to the Final Design Package within fourteen (14) calendar days after their submittal. In the event that the Owner makes objections to the 100% Construction Documents, the Design-Builder may complete, correct and/or modify the 100% Construction Documents in question and resubmit the Final Design Package to the Owner. If the need for re-submittal of the Final Design Package (or any part of it) shall not be due to a change requested by the Owner in the Final Design Package, then the Design- Builder shall have ten (10) calendar days within which to correct, complete and re-submit the Final Design Package, but there shall be no extension of the dates in the Project Baseline Schedule. In the event the Owner shall request any change in the Final Design Package that represents a change in the Scope of Work, such

request may require an adjustment of time and compensation pursuant to a Change Order.

5.3.3 The Owner may elect not to proceed with the Construction Stage of this Agreement in its sole discretion, and may take such action without cause and for its own convenience whether or not the Owner elects to have the project constructed, terminate the Agreement with Design- Builder for convenience in accordance with Article 16.3, and take possession of the 100% Construction Documents and all other design documents and related work product developed by Design-Builder for potential award to a separate contractor.

5.4 Construction Stage Services. Design-Builder shall proceed to execute and complete the Construction Stage services only upon issuance by the Owner to the Design-Builder of a NTP and other Documents set for the in Section 5.3.1 of this Agreement with the construction phase of the Work. Design-Builder will provide all Construction Stage Services required for the Project. Design-Builder's construction stage services will also include each of the responsibilities summarized below.

5.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design- Builder to complete the Construction Stage Services consistent with the Contract Documents. Design-Builder is responsible for demolition and removal of all existing improvements necessary for construction of the Project including Hazardous Materials and Substances identified in **Exhibit 2E** in the Work.

5.4.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

5.4.3 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work at the Site with separate contractors under Owner's control, Design- Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption to the Work or the work that the Owner is having performed by separate contractors.

5.4.4 Design-Builder shall fully comply with all environmental and permit mitigation requirements set forth in these Contract Documents, including, without limitation, remediation of all hazardous materials, including preexisting hazardous materials, at the Project Site.

5.4.5 Design-Builder must promptly remove from the Project Site, or from property adjacent to the site of the Work, all unused and rejected materials, surplus earth, concrete, plaster, and construction waste, including waste from demolition of existing structures and improvements, to permit Design-Builder

to perform its Construction Stage Services efficiently, safely and without interfering with the use of adjacent property. In particular, the Design-Builder shall keep the Project Site clean to maintain safe access and to avoid fire hazard. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction waste, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project for its intended use. Upon Substantial Completion of the Work, Design-Builder shall return the premises to its pre-existing condition or better, based on a preconstruction survey to be performed by Design-Builder.

5.5 Governmental Approval Services. Design- Builder is responsible for obtaining all permits, licenses, and approvals necessary for the completion of the Work.

5.5.1 Review of Approvals. Owner reserves the right to review any submittals and final terms and conditions of permits, licenses, and approvals obtained pursuant to this Section 5.5, and to deal directly with any agencies responsible for the approvals. Design- Builder will be entitled to an extension of time to the extent that a delay is caused by Owner's unreasonable delay in reviewing and/or approving such approvals.

5.5.2 Permit Documents. Only documents prepared for or by Design- Builder for this project may be used for obtaining building permits for construction. No drawings or specifications prepared by the Owner or by the Project Manager or by their representatives shall be used for permits or construction without the Owner’s and the Project Manager’s prior written permission in each instance.

5.6 Project Support Services. Owner may require Design-Builder to provide other incidental services relating to the Project, including, without limitation, public outreach, and presentations at Board of Supervisor meetings. The parties acknowledge and agree that, to the extent that the services described in this Section 5.6 are, in fact, incidental, the Design-Builder shall perform them without additional compensation. In the event that the Owner requests services pursuant to this Section 5.6 and the Design- Builder asserts that such services are not incidental, the Design-Builder shall promptly, and before performing any such work, notify the Owner of its contention and shall provide any supporting documentation. Owner shall promptly respond to any such notice from the Design-Builder and the parties shall meet and confer in good faith regarding any disagreements with respect to services under this Section 5.6.

5.7 Site Investigations. By executing this Agreement, the Design-Builder represents that it has visited the Project premises, and is familiar with the local conditions under which the Work is to be performed.

5.8 Test and Inspections. The Design-Builder shall be responsible for and coordinate any and all inspections required by any governmental body that has jurisdiction over the Project. Failure to obtain any permits, licenses, or other approvals because of the failure of the Design-Builder to conform to this paragraph will not extend the Contract Time and the contractor shall not be entitled to an increase in the Contract Price therefore. Further, the Design- Builder shall be liable to the Owner for any financial damage such failure may cause the Owner. The Owner will pay for all testing and inspection including the special inspections, structural, mechanical, chemical, air and

water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents, however, the Design-Builder shall be responsible for costs related to any tests required for corrective work.

5.9 Coordination with Owner and Owner's Separate Contractors. The Design- Builder will coordinate its Work with any of Owner's employees or contractors performing work in the vicinity of the Project Site.

5.10 Sole Responsibility. The Design-Builder acknowledges and agrees that it is solely responsible to the Owner for the sufficiency, quality, adequacy and completeness of all services performed by the Design-Builder, including, without limitation, design work (whether during the Preconstruction Stage or Construction Stage), and construction services. Design- Builder is responsible for any acts, errors, or omissions of the Design-Builder, its Design Professionals, its Subcontractors, employees, agents, and/or any other parties either directly or indirectly in privity of contract with Design-Builder including, but not limited to, the "Design-Build Team" identified in Section 2.1, second tier-subcontractors, and vendors who are performing any portion of the Work. The Design-Builder's design must meet the minimum design requirements as defined by the Bridging Contract Documents, and all other design requirements included in the agreement. The Owner may review (at its sole discretion) and as it may deem necessary or desirable, the design at specific design development milestones for consistency and compliance with such design requirements. If the Owner shall elect to review any such documents, it shall be entitled (but not obligated) to limit its review to a cursory review or to such review as may be required to enable the Owner to determine rate of progress. Owner's review and/or approval submittals, including, without limitation, interim and final design submittals, does not reduce Design-Builder's obligations under this section.

5.10.1 Nothing in this Agreement shall relieve the Design-Builder of its obligations to complete the Project in full accordance with all applicable laws and regulations and suitable for the Owner's intended purposes.

5.10.2 The Design-Builder, on behalf of itself and its design Team, specifically acknowledges and agrees that the Owner shall have the discretion to determine whether the 100% Construction Documents comply with the requirements of the Contract Documents.

5.11 Applicable Laws.

5.11.1 Statutory Authority. The Owner is awarding this Project pursuant to the design-build authority provided under Sections 22160, et seq., of the California Public Contract Code. The Design-Builder and the Owner acknowledge that they have reviewed this statutory authority, are familiar with all requirements, and will comply with applicable requirements and duties.

5.11.2 Compliance with All Applicable Laws. The Design-Builder and the Owner agree to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, building codes and standards, orders, notices and requirements applicable to proper design and construction of this Project.

5.12 Staffing Plan and Key Personnel. The Design-Builder agrees that it will staff this Project in accordance with the staffing plan included in **Exhibit 5A**. The Staffing Plan will include a staff-level organizational chart indicating hierarchy and reporting responsibilities, as well as all Key Personnel.

5.12.1 Key Personnel. The Design-Builder will identify all **"Key Personnel"** in **Exhibit 5B** and will not remove any of its Key Personnel from this Project without the express written consent of the Owner, except for death, disability or departure of person from employment. The Owner's Project Manager will be able to request the removal of any person employed by the Design-Builder whom it believes is incompetent, improper or a hindrance to the design-build process. If any Design- Builder personnel become unavailable to work on the Project, or if the Owner requests that an employee be removed, the Design-Builder will propose a replacement person within 10 business days for approval by the Owner. The recommended replacement person will have similar or better qualifications and experience, and must be approved in writing by the Owner. Additional Staffing and Key Personnel requirements are set forth in the Scope of Work in **Exhibit 3**.

5.13 Safety. The Design-Builder is the "Controlling Employer" as defined by Cal/OSHA and will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and in accordance with the Design- Builder's Health and Safety Program. The Design-Builder shall comply with all statutory safety requirements.

5.14 Project Baseline Schedule. The initial Project Baseline Schedule, is attached as **Exhibit 6A**. This initial Project Baseline Schedule will be regularly updated in conjunction with Section 8.2 of this Agreement (at least monthly) and refined as project development and design proceeds. The updates to the initial Project Baseline Schedule will coordinate and integrate the progress of Design Services with milestone dates for design development and Construction Documents, procurement of long lead items and Subcontracts, and construction of major components of the Project. The initial Project Baseline Schedule, and all subsequent versions, shall include all major components of the Work and the Owner's occupancy requirements projecting milestones for each of the following:

- Completion of Schematic Design
- Completion of 100% Construction Documents
- Submission of Final Design Package
- Issuance of Construction Stage Notice to Proceed
- "Substantial Completion" of the Project including Issuance of Final Certificate of Occupancy for the Project
- "Final Completion" of the Project

The Project Baseline Schedule must be prepared utilizing CPM scheduling software. The schedule must be broken down by activity and duration highlighting the critical path.

The schedule submitted by the Design-Builder and agreed to by the Owner shall be referred to as the Project Baseline Schedule, and shall not be adjusted except through Change Order under Section 9 for permitted delays as defined in Section 8. The

Project owns all float in the Project Baseline Schedule and monthly updates. Therefore, there will not be any adjustments to the Contract Time until all Project float is exhausted and the critical path is impacted.

5.15 Taxes and Fees. The Design-Builder will pay all sales, consumer, use, gross receipts, and other similar taxes legally related to the work enacted at the time of Contract Award.

5.16 Consultants and Laboratories. The Design-Builder will make recommendations to the Owner regarding selecting, retaining and coordinating any additional professional services, special consultants and testing laboratories required for the Project.

5.17 Construction Administration.

5.17.1 Preliminary Notices. Within 5 business day's receipt, Design-Builder will forward to the Owner all Preliminary Notices (Civil Code sections 9300, 9500 and 9560) served on it by any person or entity entitled to assert a payment bond or stop payment notice claim. Design-Builder will maintain a written record of all Preliminary Notices received by it including the manner of receipt, date of receipt, and name and address of person or entity serving the Preliminary Notice. This written record will be turned over to the Owner at Project Close-out.

5.17.2 Supervision. The Design-Builder will manage, supervise and direct the Work using its best skill and judgment. The Design-Builder shall identify the ("Design- Builder's Manager") who will represent the Design-Builder with respect to the daily operations of the Project, or may delegate authority to another representative. For simplicity, where this Agreement refers to the Design-Builder, Owner may assume that the Design-Builder's Manager is the appropriate point of contact. The Design-Builder's Manager may not be changed without Owner's written consent. The Design-Builder will also provide a qualified superintendent and assistant superintendent at the Project Site to properly supervise all of Design-Builder's employees, Subcontractors and their agents and employees, and other persons performing construction work and to ensure that the construction work is carried out in strict accordance with the Contract Documents. Both the superintendent and assistant superintendent shall be approved by Owner in its sole discretion.

Neither the superintendent nor the assistant superintendent may have other project or business responsibilities or calls on his or her time other than this Project.

5.17.3 Discipline. The Design-Builder will enforce strict discipline and good order at all times among Design-Builder's employees, Design Professionals and Subcontractors and will not employ or contract with any unfit or unskilled person(s) or entities on this Project. The Design- Builder and its Design-Professionals and Subcontractors will comply with all Owner policies, standards, and procedures throughout the duration of this Project.

5.17.4 Construction Coordination. Before starting each portion of the construction work, the Design-Builder will: (i) coordinate with Owner's Project Manager, or his designee, to coordinate any necessary shut- down of equipment, and related operations issues; (ii) review and compare the various Contract Documents relative to that portion of the construction work, as well as the information furnished by the Owner, Design Professionals and Subcontractors that may affect proper installation of the work; (iii) field measure existing conditions related to that portion of the work; and (iv) observe any conditions at the site directly affecting that portion of the work.

5.17.5 Field Measurements. The Design-Builder will take field measurements to ensure proper matching and fitting of new construction with existing conditions at the Project Site.

5.17.6 Submittals. The Design-Builder and its Subcontractors shall provide timely submittal of all “Shop Drawings,” “Product Data,” “Samples” and similar submittals (collectively referred to as “Submittals”) required by the Contract Documents, to the Architect of Record for review and approval. After approval by the Architect of Record, all Submittals will also be provided to the Owner for Owner’s information. All Submittals will be submitted in a sequence that avoids delays in the Project Schedule. Design-Builder will not submit any Submittal that is merely a tracing or copy of any of the Construction Documents. Each Submittal will be prepared by the Design-Builder and/or its Subcontractors or suppliers and will be submitted according to the Project specifications. No construction work will be performed without approval by the Design- Builder, as required. Regardless of the Submittal process, the Design- Builder remains responsible to the Owner for proper design and construction in compliance with all requirements set forth in this Agreement. Refer to OMR for additional provisions on Submittals.

5.17.6.1 Response Times to Design-Builder Submittals. Unless otherwise provided in the Contract Documents, Owner shall respond to reviews, approvals, and data needs to Design-Builder within 14 calendar days, provided that the Design-Builder shall, at Owner’s request, act reasonably in allowing Owner an extension of time to respond to review, approvals, and data based on a high volume of submittals or complexity of submittals under review at a given time.

5.17.6.2 Design-Build Subcontractors. All Submittals prepared by Design-Builder and its Subcontractors shall be reviewed and approved by the Design- Builder’s Architect of Record who will remain responsible to the Design-Builder and Owner for the design.

5.17.7 Coordination of MEP. Mechanical, electrical, plumbing, fire protection and fire and life safety work will be coordinated, as appropriate, to avoid obstructions, conflicts, keep openings and other passageways clear, overcome interference with structural, framing, and equipment conditions, and coordinate with other trades.

5.17.8 Layout and Protection. The Design-Builder is responsible for all layouts and will preserve and protect all line and grade benchmarks. Any additional surveying or layout caused as a result of Design-Builder or any of its

Subcontractor's failure to take the necessary precautions to protect the data will be performed at Design-Builder's own cost and expense.

5.17.9 Materials and Equipment. All materials and equipment required under the Contract Documents will be new and of good quality. Once the Construction Documents are complete, no substitutions will be accepted on this Project unless: (i) the specified materials or equipment have been discontinued; or (ii) the Owner has approved the substitution through written Change Order. Materials and equipment will be furnished in ample quantities and procured in time to ensure uninterrupted progress of construction. All materials and equipment will be properly stored and protected as required by the Contract Documents and any loss or damage due to improper storage or protection will be borne by the Design- Builder.

5.17.9.1 Long Lead Items. The Design-Builder will collaborate with Owner to establish a program to expedite ordering and delivery of materials and equipment requiring long lead time.

5.17.9.2 Shipment and Deliveries. Prior to shipment, delivery and installation of materials and equipment, the Design-Builder will verify the stage of completion of the Project with Owner to determine the availability of facilities for access, delivery, transportation and storage, and to correlate these observations with the requirements of the Contract Documents. All shipments and deliveries will be scheduled and coordinated in accordance with the most current approved site logistics plan and the most current approved Project Schedule.

5.17.9.3 Storage of Materials and Equipment. Storage of equipment and materials will be coordinated through the Design-Builder and the Owner. Design-Builder will maintain, or cause its Subcontractor's to maintain, all storage areas and will keep storage areas clean, safe, and secure. Storage areas shall also provide for proper protection of all stored materials and equipment from all forms of corrosion. Design-Builder must request and receive Owner's approval, granted at Owner's sole discretion, for offsite storage. Any materials or equipment stored offsite will be insured or stored in a bonded warehouse. The risk of loss will remain on the Design-Builder for all materials and equipment stored off-site.

5.17.9.4 Risk of Loss. All construction work stored at the Project Site, or work related to the preparation or delivery of materials or equipment to the Project Site, will remain at the risk of the Design-Builder or appropriate insurance carrier until Final Completion of the Project.

5.17.9.5 Maintenance. The Design-Builder will provide all maintenance for systems and equipment at its own costs and expense until Substantial Completion.

5.17.10 Correction of Work. At any time prior to Final Completion, Owner may require Design-Builder to correct work that does not comply with the Contract Documents. Design-Builder must correct such defective work immediately

(unless otherwise approved by Owner), at its sole cost and expense, and in a manner that does not delay the completion of the Project.

5.17.11 Covering and Uncovering Work. Design-Builder must provide notice to Owner as to the schedule for covering Work so that the Owner has adequate time to observe Work to be covered. Owner may require any Work to be uncovered, whether or not prior information was provided as to the schedule for covering. Should Work so uncovered prove to be in non-compliance with the Contract Documents, the cost of uncovering, correction of the Work and re-covering shall be borne by the Design- Builder and the Owner is not be liable for any schedule recovery costs Design-Builder may incur. If Design-Builder provided adequate notice of covering and the work is compliant with the Contract Documents, Design-Builder is entitled to a change order for any extra cost caused Design-Builder, including any cost of schedule recovery. Design-Builder may comply with the notice requirements of this section as part of the project schedules described in Section 8.2 of the Design-Build Agreement.

6. SUBCONTRACTORS

6.1 Procurement. Those portions of the Work that the Design-Builder will not self-perform, or that will not be performed by Design Professionals or Subcontractors named in Design-Builder's proposal, will be performed by Subcontractors added during the course of the Work in accordance with the bidding process in Public Contract Code Sections 4100, et seq. All subcontracted work shall be performed under written subcontracts or purchase orders. The Design-Builder must furnish to the Owner in writing the names of the persons or entities the Design-Builder proposes to engage as subcontractors at least ten (10) days before said entity shall start any Work as a subcontractor. The Design- Builder may not contract with any subcontractor to whom the Owner has made reasonable and timely objection.

6.2 Written Agreements. All subcontracts will be in writing and will bind the Subcontractor to the Design-Builder by the terms of the Contract Documents, and Subcontractor will assume toward the Design-Builder all the obligations and responsibilities that the Design- Builder assumes toward the Owner. Each subcontract agreement will preserve and protect the rights of the Owner and Design-Builder under the Contract Documents with respect to the portion of the Work to be performed by the Subcontractor so that subcontracting the Work does not prejudice the Owner's rights. Where appropriate, the Design-Builder will require Subcontractors to enter into similar agreements with its tier- subcontractors. The Supplemental Conditions to this Agreement and all necessary Exhibits to this Agreement will be a part of each Subcontract Agreement.

6.3 Licensing Requirements. All Subcontractors will be properly licensed for their respective portion of the Work.

6.4 Standard of Care. All Subcontractors will warrant that they possess the design and/or construction licenses and expertise required for this Project and will use the same degree of care and skill customarily used by California state licensed professionals and contractors performing similar services for residential facilities construction in the state of California during the same time frame.

6.5 **Responsibility.** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights. Design-Builder shall coordinate the activities of all Subcontractors.

6.6 **Conflicting Terms.** All conflicts arising out of any subcontract agreement will be resolved in accordance with the order of precedence set forth in Section 3.4, and this Agreement will take precedence over any terms and provisions in a subcontract.

6.7 **Assignment.** Each subcontract agreement will include an assignment provision. The assignment provision will allow for assignment of subcontracts to the Owner upon termination of the Design-Builder for cause or convenience provided: (i) Owner accepts assignment by written notification to the Subcontractor and Design-Builder; and (ii) assignment is subject to the rights of the surety, if any, obligated under a bond or bonds relating to this Agreement. The Design-Builder will not be responsible for acts and omissions of the Subcontractors that occur after the effective date of assignment.

6.8 **Claims and Dispute Resolution.** The Subcontractor will be bound to the same claims and dispute resolution procedures as set forth in Section 14.12 of the Supplemental Conditions.

6.9 **Insurance.** The Design-Builder may, at its discretion, require its Subcontractors, through written subcontract, to carry appropriate insurance and bonding. Design-Builder's insurance must satisfy all requirements set forth in **Paragraph 12** regardless of any subcontractor coverage.

6.10 **Indemnity.** The Design-Builder will cause its Subcontractors, through written subcontract, to include the indemnification provisions set forth in Section 11 and to indemnify and defend the Owner and its board of trustees, the Owner, and Design-Builder from all claims, damages and liability pursuant to the provisions in Section 11, except to the extent that such subcontractors cannot legally be required to indemnify (e.g., with respect to design-related claims) .

6.10.1 **Third Party Beneficiary.** The Owner will be an express third party beneficiary to all design-build subcontracts.

6.10.2 **Subcontracts.** Subcontracts may be awarded on a lump sum or best value basis.

6.10.3 **Contract Time.** Subcontractors will be tied to similar provisions governing Contract Time under Section 8.

7. COMPENSATION

7.1 **Preconstruction Stage Compensation**. During the Preconstruction Stage of the Project, the Design-Builder will complete all Preconstruction Stage Services summarized in Section 5.2 of this Agreement and elaborated in more detail in the Scope of Work in **Exhibit 3.** Compensation for all Preconstruction Stage Services,

including labor, materials, overhead, and profit of Design-Builder and all of its Design Professionals, and design-assist Subcontractors, will be on the basis of a lump-sum amount of Ninety-nine Thousand One Hundred Five Dollars ($99,105) as full compensation to the Design- Builder for the Work called for in Step One ("Preconstruction Stage Price"). Payments will be made based on monthly invoices, with monthly invoices/payments based on the percentage complete of the scope of work for the Preconstruction Stage services.

7.2 **Construction Stage Compensation**. During the Construction Stage of the Project, the Design-Builder will perform all Construction Stage Services, as summarized in Section 5.4 of this Agreement. Compensation for the Construction Stage Services will be on the basis of a lump sum of Eight Hundred Ninety-one Thousand Nine Hundred Forty-nine Dollars ($891,949) which will cover all labor, equipment, materials, profit, overhead, taxes and any other expenses to be incurred by the Design- Builder ("Construction Stage Price"). Design-Builder will be paid pursuant to monthly invoices based on a Schedule of Values and percentage of completion of the Work. The Preconstruction Stage Compensation and the Construction Stage Compensation shall, in the aggregate, constitute the Contract Price.

7.3 **Construction Contingency.** The Contract Price includes a Construction Contingency in the amount of Fifty Thousand Dollars ($50,000). The Construction Contingency is Owner controlled. Use of the Construction Contingency requires Owner's prior approval. All unspent funds in the Contingency at Final Completion shall accrue to Owner. The Construction Contingency is available for Design-Builder to cover cost of the Work unanticipated by Design-Builder on the effective date of the Design-Build Agreement, such as unanticipated field conditions or differing site condition, re-sequencing the Work for the good of the Project, acceleration in the Schedule for improvement in the overall Contract Time, and Owner requested changes.

7.4 **Contract Price.** The Contract Price is the sum of the Preconstruction Stage Price, Construction Stage Price, and Constriction Contingency, and shall represent the sum total of all compensation due to the Design-Builder for all design and construction services under the Agreement. The Contract Price for this Agreement is the lump sum of One Million Forty-one Thousand Fifty-five Dollars ($1,041,055).

7.5 **Design-Builder's Fee.** The Design-Builder's Fee is included in the Contract Price. However, the Design-Builder's Fee of 15% can be applied to the direct cost of the construction in the event of contingency work and approved change orders. Design-Builder will not be entitled to Design-Builder's Fee for work necessitated by its own substandard workmanship, errors or omissions.

7.6 **Design-Builder Allowances.** Design-Builder may propose additional allowance, including appropriate allowances for defined items of Work that cannot be appropriately quantified and estimated at the time the Design-Build Agreement is executed, only with specific approval of Owner. Each such item of Work will be covered in a separate line item and have a clear description of what is covered by such allowance. Allowance items will be converted to, and included as, typical contract work by Change Order once conditions exist that allow them to be properly quantified and priced. Allowance items that cannot reasonably be quantified and estimated before the allowance work begins will be reconciled based on the actual cost of the allowance Work. If the actual cost of the Work for any item of Work covered by an

allowance will be greater than the amount of the allowance, Design-Builder will so notify Owner and if Owner authorizes the allowance Work in a Change Order, the Construction Stage Price will be increased by such difference with an additional agreed upon amount for overhead and profit. If the cost of any item to which such an allowance applies is less than the amount of the allowance, Owner may issue a Change Order decreasing the Construction Stage Price by the sum of the amount of such difference and the mark-up for overhead and profit on the difference.

8. CONTRACT TIME

8.1 **Contract Time.** The Design-Builder must achieve Final Completion of the Work using best practical safe speed to achieve Final Completion as soon as reasonably possible. The Contract Time is the time allotted for the Design- Builder to achieve Substantial Completion and Final Completion of the Work. Completion of the Preconstruction Stage must be achieved within (289) calendar days from issuance of the Notice to Proceed for the Preconstruction Services. Substantial Completion must be achieved within (146) calendar days from issuance of the Notice to Proceed for the Construction Stage Services. Final Completion must be achieved within (5) calendar days of achieving Substantial Completion. The Design-Builder must also achieve all specific milestone completion dates as set forth in the Project Baseline Schedule in Exhibit 6A.

8.2 **Monthly Project Schedules**. The Design-Builder will create monthly updates of the initial Project Baseline Schedule, referred to as "Monthly Project Schedules," incorporating activities and schedule updates of the Design Professionals and Subcontractors on the Project as necessary to reflect the status of design and construction and projected milestone dates for Substantial Completion and Final Completion. The Design-Builder will provide for Owner's approval information in an agreed upon format, and as requested by the Owner, for the scheduling of times and sequences of operations required for its Work in coordination with the work of Owner's employees and separate contractors, if any.

8.2.1 **3 Week Look-Ahead Schedules.** The Owner will require the Design-Builder, with the assistance of its Design Professionals and Subcontractors, to create 3 Week Look-Ahead Schedules for the performance of upcoming Work and document all Work performed during the prior 3-week period. The Design-Builder will require its Subcontractors and Design Professionals to continuously monitor the Monthly Project Schedule and 3 Week Look- Ahead schedules to understand the timing, phasing and sequencing of operations of their respective work with other Work being performed at the Project. The 3 Week Look-Ahead Schedules are to be used as a working tool to evaluate any schedule slippages and collaborate on methods for labor efficiency. Work flow will be scheduled based on providing information, material and resources as required by the user of the information, material or resources, optimizing the flow of Work and reducing bottlenecks and activity that will not advance the Project Schedule. The Design-Builder will provide Owner with copies of the 3 Week Look- Ahead Schedules and will meet with Owner to review and coordinate with any work being performed by Owner's separate contractors.

Design-Builder shall request input from Owner on 3 Week Look- Ahead Schedules, as necessary, no less than one week before the 3 Week Look-Ahead Schedule submission date.

8.3 Prosecution of the Work. The Design-Builder will commence the Work within 10 days of receipt of a Notice to Proceed by the Owner and will diligently prosecute and complete its Work pursuant to the most approved current Monthly Project Schedule.

8.3.1 Schedule Slippage. The Design-Builder will notify Owner and the Owner within 72 hours of any slippage in the Monthly Project Schedule as a result of its Work and must submit a detailed recovery plan for evaluation and approval by Owner. All costs associated with the recovery, which shall provide for completion of the Project within the Contract Time, will be the responsibility of the Design-Builder unless the Design-Builder is entitled to an extension of time under Section 8.4

8.3.2 Acceleration. The Owner may direct the Design-Builder and its Subcontractors and Design Professionals to work overtime in order to accelerate the Project schedule. If the Design-Builder and its Subcontractors and Design Professionals are not in default under any of the terms or provisions of this Agreement, their respective subcontracts and/or agreements, or any of the other Contract Documents, the Owner will pay the Design- Builder, its Subcontractors and Design Professionals for actual additional wages and/or billable rates paid, if any. All additional wages and billable rates paid will be subject to audit.

8.4 Permitted Delays. If the Design-Builder is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by: (i) any negligent act or omission of the Owner, or Owner's separate contractors; **(ii) "Owner Elected Changes;"** (iii) delay caused by a **"Force Majeure Event;"** (iv) **"Unforeseen and Differing Site Conditions;"** and/or (v) "**Owner's Suspension of the Work,"** such that the critical path of the most current, approved Project Baseline Schedule is impacted extending the Final Completion Date, the Substantial Completion Date, or any specific milestone completion dates, then the Design-Builder will be entitled to an extension for the same period of time that the Design-Builder was delayed provided that the delay, obstruction, interference or hindrance was not caused, in whole or in part by any fault, neglect, act or omission of the Design-Builder, its employees, Design Professionals, Subcontractors or suppliers.

Notwithstanding the above, the Design-Builder will not be entitled to an extension of time unless the Design-Builder provides the Owner with notice in writing of potential delay, obstruction, hindrance or interference within 72 hours of the discovery of the potential delay. Design-Builder shall follow up with all practical speed, but not later than 7 days after the initial notice, to summarize the cause or causes of the delay, and demonstrates that it could not have anticipated or avoided the delay, obstruction, hindrance or interference and has used all available means to minimize the consequences of the delay. The Design-Builder may also be entitled to an adjustment in the Contract Price based on demonstration that the delay and resulting adverse material effect in the cost of completing the Work, after implementation of all reasonable mitigation, materially adversely affected Design-Builder's cost of completing the Work.

8.5 Liquidated Damages. The Owner and Design-Builder acknowledge and agree that if Design-Builder fails to complete Work within the time set forth in section 8.1, the Owner will suffer damages that are both extremely difficult and impracticable to ascertain. Therefore, Owner and Design-Builder agree that, liquidated damages shall be enforced on failure to achieve Substantial Completion in the amount of $3,000 per day, and failure to achieve Final Completion in the amount of $1,000 per day.

Payment of liquidated damages represents a reasonable estimate of fair compensation for the losses that reasonably may be anticipated as a result of Design-Builder's delays in completing the Work. Owner and Design- Builder acknowledge and agree that these liquidated damages provision will be Owner's sole remedy for delay damages caused by Design- Builder's failure to achieve Substantial Completion or Final Completion, within the time set forth in Section 8.1, and/or any of the specific milestone completion dates. Nothing contained in this Section 8.5 shall preclude Owner from recovery for actual damages unrelated to Design-Builder's delays, including, but not limited to, claims for actual losses incurred due to breach of contract, negligence, defective work, injury to persons or property or third-party claims.

9. CHANGES

9.1 Change Orders. A Change Order is a mutually agreed upon written order adjusting the Design-Builder's Scope of Work, Contract Price, Contract Time or any combination. A Change Order may come through an Owner Elected Change, or Design- Builder's request. All changes in the Work will only be authorized by an Owner Elected Change, or Owner executed Change Order and performed under the applicable conditions of the Contract Documents. A Change Order signed by the Design-Builder and Owner indicates an agreement to any adjustment in the Contract Time, and/or Contract Price, which includes all Costs of Work plus Fee, and that the adjustments in the Change Order fully and completely resolves any claim by Design-Builder for additional compensation or time arising from or related to the subject of the Change Order. Change Orders for additional Work that was not considered as part of the Contract Price are limited to the following circumstances and, therefore may impact the Contract Price, and may or may not impact Contract Time:

9.1.1 Owner Elected Changes

9.1.2 Force Majeure Events

9.1.3 Unforeseen and Differing Site Conditions

9.1.4 Owner's Suspension of the Work as defined in Section 16.2

9.1.5 Changes in applicable law

9.2 Owner Elected Change. The Owner will initiate a Change Order by providing the Design-Builder with a written summary of the Owner Elected Change. Within 10 business days of receipt of an Owner Elected Change, or such other mutually-agreed upon period for more complex or extensive Owner Elected Changes, the Design-Builder must submit a complete cost proposal for the revised scope to the Owner, as well as any proposed change in Contract Time under Section 8. The Owner will review and evaluate the Design-Builder's cost proposal and any proposed change in Contract

Time, before presenting the Design-Builder with a proposed Change Order at either its regular weekly meeting or a special meeting.

9.3 Design-Builder Initiated Changes. The Design-Builder must provide the Owner written notice of a proposed change within 5 business days of discovery of the facts or circumstances giving rise to the proposed change order. The Owner will meet and discuss the proposed change either at its regular weekly meeting or at a special meeting.

9.4 Submission. All claims for additional compensation or extensions in Contract Time will be presented in writing to the Owner for review. The Owner will either discuss the proposed change at its regular weekly meeting or will call a special meeting to meet and review the proposed change. At the conclusion of the meeting an Owner Elected Change may be issued. Consistent with Owner's internal procedures, a change order request may require approval from Owner's Board of Trustees. All Change Orders must be approved by the Owner before the expense is incurred. Additive Change Orders will affect Contract Price and may affect Contract Time, subject to Section 8. Deductive Change Orders will affect Contract Price and may affect Contract Time.

9.5 Continued Performance. No Work will be allowed to lag pending the adjustment through Change Order, but will be promptly executed as directed through Owner Elected Change, even if a dispute arises. Disputes will be resolved in accordance with Section 14.12. Failure of the Design-Builder to provide the Owner with notice of its disputed claim and to submit the written claim within 10 business days of completion of the Work in dispute constitutes an agreement on the part of the Design-Builder that it will not be paid for its Work. No claim will be considered after the Work in question has been performed unless a written Change Order has been executed or timely written notice of claim has been made by the Design-Builder. The Design-Builder will not be entitled to claim or to bring suit for damages, whether for loss of profits or otherwise, on account of an omission of any item or portion of Work covered by the executed Change Order.

9.6 Omitted Work. If the Design-Builder omits any portion of the Work that is included in the Contract Documents, the Owner will have the right to withhold from payments due or to become due to the Design-Builder in an amount which, in the Owner's opinion, is equal to the value of portion of the Work that was omitted until the omitted Work is performed.

9.7 Contract Price Reduction. The Owner may also reduce the Contract Price to reflect back-charges or payments withheld pursuant to the Contract Documents upon written notice, and 48 hours opportunity to cure.

9.8 Contract Time Impacts and Extended Costs. The Design-Builder will not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is allowable under Section 8 and claimed in a proposed change order under Section 9.3. No claims will be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. Nothing contained in this Section will be construed as restricting the rights and remedies of Design-Builder in violation of Civil Code section 2782 or Public Contract Code section 7102. If this provision is determined to conflict with Public Contract Code section 7102 or Civil Code section

2782, this provision will be reformed to provide the greatest protection to the Owner under the law.

9.9 Surety. All changes, additions or omissions in the Work ordered through an Owner Elected Change, or Change Order are part of the Work and will be performed and furnished in strict accordance with all of the terms and provisions of the executed Change Order and the other Contract Documents. The Design- Builder will keep its surety informed of all modifications to this Agreement. The obligations of Design-Builder's surety are not to be reduced, waived or adversely affected by the issuance of Change Orders even if the Design- Builder fails to inform the surety of the Change Order(s) and the Owner will not be required to obtain consent of the surety to the Design-Builder or any of its Subcontractors.

10. PAYMENT

10.1 Progress Payments. In accordance with Public Contract Code section 20104.50, the Owner will make monthly progress payments on all undisputed Work performed within 30 calendar days of receipt of a monthly invoice and a monthly progress report that were properly submitted pursuant to the procedures set forth in this Section and as further established by the Owner. Each invoice will be submitted on the forms provided by the Owner, will include an itemized list of the work performed, be based on the percentage of the Work completed, and provide a level of detail to allow Owner to make a fair and reasonable estimate of the value of Work completed. The invoice must be certified by the Design-Builder and made out to the Owner. Before making payment, the Owner will review the invoice for accuracy of the Work completed to date. No such payment shall be required to be made when, in the judgment of the Owner, the request for payment is in excess of the percentage of Work completed. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation into the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored off of the site at a location agreed upon in writing, provided that such off-site location shall be a bonded warehouse or secured by other means acceptable to the Owner.

10.1.1 Schedule of Values. Design-Builder must submit a draft schedule of values to Owner for approval prior to the first payment and within ten days after Notice to Proceed. As approved by Owner, the schedule of values shall be used for preparing future estimates for partial payments to the Design-Builder, and shall list the major items of Work, including materials and services, with a cost fairly apportioned to each item so that the total of the prices for all items equal the lump sum price. The schedule of values shall be by area, structure, or other logical division of work. The insurance, bond, Elevator, Car Lift, Doors & Frames, Finish Hardware, Cabinets, Appliances, Windows, Scaffolding and overhead costs will be carried on separate line items and the Design- Builder shall be entitled to bill for reimbursement for costs related to Elevators and Car Lifts as such costs are incurred, subject to documentation of such costs, prior to the Elevators and Car Lifts being installed in the premises. The schedule of values shall not be considered in determining payment or credit for additional or deleted work. The final Schedule of Values will be added to the Design-Build Agreement as Exhibit 4B.

10.1.2 Monthly Progress Reports. Each monthly invoice must include a report providing an overall status of the Project's progress, and any concerns or impacts.

10.1.3 Evaluation of Invoice. The Owner will review the invoice based on the approved schedule of values, monthly progress report, on-site observations and evaluation of the Work, and on the data and documentation substantiating the invoice. Upon request, Design-Builder must substantiate the cost for any or all items and provide additional level of detail, including quantities of work. Based on that review, Owner will pay all undisputed items. An approval of an invoice is subject to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion of the Work and to specific qualifications expressed by the Owner. Owner is entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and approval will not be deemed to represent that a detailed examination, audit, or arithmetic verification of the documentation submitted with the Design-Builder's invoice has been made or that exhaustive or continuous on-site inspections have been made to verify that the Work is in accordance with the Contract Documents. A payment by Owner does not represent that Owner has ascertained how or for what purpose the Design-Builder has used money previously paid.

10.1.4 Retention. The Owner will withhold 5% of each progress payment during the Project. Retention will be withheld until the Project achieves Final Completion unless the Owner, in its sole discretion, agrees to release the Design-Builder's retention earlier and provided that the Work has been accepted by the Owner and other necessary agencies with jurisdiction over the Project.

10.1.4.1 Substitution of Securities. To the extent required by law, Owner will consider and approve reasonable and appropriate requests under Public Contract Code section 22300 for substitution of securities or establishment of an escrow account for retention. Nothing contained in this Section will prevent Owner from withholding payment when grounds exist for doing so under the Contract Documents.

10.1.5 Change Orders. Applications for payment may include requests for payment on account of changes in the Work that have been properly authorized.

10.1.6 Stored Materials and Equipment. Stored materials and equipment may be included in the invoice provided the materials and equipment are properly stored in accordance with Section 5.17.9.3 and a complete invoice accompanies the invoice. Owner will not pay for materials or equipment storage.

10.1.7 Stop Payment Notices and Claims. Upon submission of an invoice, the Design-Builder warrants that all Work included in the invoice has been performed in accordance with the Contract Documents and to the best of the Design-Builder's knowledge, information and belief, title to all Work covered by the invoice will pass to the Owner free and clear of all stop payment notices, claims, security interests or encumbrances. Design-Builder will provide executed conditional waivers and release of claims for all amounts

included in the invoice. Waivers must comply with the requirements of California Civil Code section 8132.

10.2 Owner Payment to Design Professionals, Subcontractors and Suppliers. The Owner will not have an obligation to pay a Design Professional or Subcontractor for work performed unless required by law. However, if the Owner is not in default of payment provisions and receives a stop payment notice or has reason to believe that the Design-Builder is not paying its Design Professionals or Subcontractors and suppliers, the Owner may make payment of sums due to Design- Builder through joint check or pay Design Professionals and Subcontractors and suppliers directly and withhold those payments from Design-Builder. The Owner shall not exercise any rights granted under this Section prior to issuing a notice to the Design-Builder and granting the Design-Builder a reasonable opportunity to cure.

10.3 Final Payment. Upon Final Completion of the Work, the Design-Builder will submit a final payment application. All prior progress estimates will be subject to correction in the final invoice. If items remain to be completed at that time, then the Design-Builder in conjunction with Owner will revise the Final Punch List and will include 150% of the estimated cost to complete each remaining item. The Owner may withhold from the final payment 150% of the estimated cost to complete the Work. The amount retained by the Owner for Final Punch List items will be released to the Design-Builder as each item is completed. Upon Final Completion of the Project, and submission of Owner's Release of Claims form, by Design- Builder, final payment of all remaining retention, if unencumbered, will be paid on all undisputed amounts no later than 30 calendar days after either Final Completion of the entire Project or recordation of a Notice of Completion (whichever is later), and in no event later than the time prescribed under Section 7107 of the Public Contract Code.

10.3.1 Contract Price Reduction. Upon Final Completion of the Project, the Owner after written notice to Design-Builder may reduce the Contract Price to reflect costs charged to the Design-Builder, back-charges or payments withheld pursuant to the Contract Documents.

10.3.2 Evidence. Before issuance of final payment, Owner may request satisfactory evidence that: (i) all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied; (ii) insurance required by the Contract Documents will remain in force after final payment and will not be canceled or allowed to expire until at least 30 calendar days prior written notice has been given to the Owner; (iii) the Design- Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (iv) surety, if any, has consented to final payment, (v) Owner has received all close-out documents required by the Contract Documents; and (vi), other data establishing payment or satisfaction of obligations, such as releases and waivers of stop payment notices, claims, security interests or encumbrances arising out of this Agreement have been received.

10.3.3 Payment Not Acceptance of Work. Approval of an invoice (final or otherwise) or partial or entire use or occupancy of the Project by the Owner will not be used as conclusive evidence that the Work was properly

performed or constitute acceptance of Work that is not in accordance with the Contract Documents.

10.4 Payments Withheld. In addition to the 5% retention, the Owner may withhold payments due to the Design-Builder that may be necessary to cover: (i) stop payment notice claims; (ii) defective Work not remedied; (iii) failure of Design- Builder to make proper payments to its Design Professionals, Subcontractors or suppliers; (iv) damage to Design Professionals, Subcontractors or third party caused by Design-Builder; (v) amounts due to the Owner for claims against Design-Builder; (vi) failure to provide Owner with timely schedule updates under Section 8.2; (vii) disputed amounts in the invoice; and (viii) legally permitted penalties.

10.5 Waiver of Claims. Acceptance of final payment by the Design-Builder constitutes a waiver of claims by Design-Builder and its Design Professionals, Subcontractors and suppliers except for those previously made in writing and identified by the Design-Builder as unsettled at the time of final invoice. The Design-Builder must acknowledge this waiver on a form provided by the Owner prior to Design-Builder's receipt of the final payment.

11. INDEMNIFICATION

11.1 Indemnification. Design-Builder shall defend, indemnify, and hold harmless San Mateo County, and its trustees, officers, employees and agents, and their successors and assigns (collectively referred to as “Indemnitees”) from and against all third party claims, demands, liability, suits, actions, costs or expenses (including reasonable attorneys’ fees) for any and all loss or damage, including, but not limited to, personal injury or property damage, arising out of or resulting from allegations of:

a. The failure or alleged failure by any Design-Build Team member to comply with any applicable law, order, citation, rule, regulation, standard, ordinance or statute, including rules and regulations imposed by Cal-OSHA and caused by the act or omission of the Design-Builder;

b. The negligent act, omission, misconduct, or fault, or the alleged negligent act, omission, misconduct or fault of any Design-Build Team member;

c. Any and all claims by any governmental or taxing authority claiming unpaid taxes based on gross receipts, purchases or sales, the use of any property or income of any Design-Build Team member with respect to any payment for the Work made to or earned by the Design-Build Team member under the Contract Documents;

d. Any and all stop payment notices and/or liens filed in connection with the Work, including all expenses and attorneys’ fees incurred by the Owner in discharging any stop payment notice or lien, provided that the Owner is not in default on payments owing to the Design-Builder with respect to suchWork;

e. Failure of the Design-Builder to comply with the Insurance provisions set forth in Paragraph 12**;**

f. Any release of hazardous materials:

1. Brought onto the Site by any Design-Build Team member; or

2. Where the removal or handling involved negligence, willful misconduct, or breach of Contract by any Design-Build Team member; and

Nothing in this section shall require the Design-Builder to defend, indemnify or hold harmless the Indemnitees for the Indemnitees' sole negligence, willful misconduct, or active negligence.

11.2 Indemnification for Infringement of Intellectual Property Rights.

The Design-Builder agrees to fully defend, indemnify, and hold harmless the Indemnitees against any demand, claim, cause of action, suit, proceeding, or judgment that design, service, method, or product called for and provided by the Design-Builder or any Design-Build Team member (herein called "deliverables") that infringes or allegedly infringes any patent, copyright, trademark, service mark, trade dress, utility model, industrial design, mask work, trade secret, or other proprietary right of a third party (collectively "Intellectual Property Right").

The Design-Builder shall pay any and all costs of such defense and settlement (including interest, fines, penalties, costs of investigation, costs of appeals, and attorney 's fees), and will pay any and all costs and damages finally awarded against any of the Indemnitees. The Design- Builder shall have the exclusive right to conduct its legal defense.

In the event that any deliverable furnished hereunder, or called for in any design or services provided under this Agreement, is in any suit, proceeding, or judgment held to constitute an infringement on any third party's Intellectual Property Right, and its use is enjoined, the Design- Builder shall, at its own expense accomplish the following:

a. Procure the fully paid-up, irrevocable, and perpetual right for the Owner to continue using the deliverable;

b. Modify the deliverable; or

c. Provide for the replacement of the deliverable with an alternative product that is functionally equivalent to the deliverable.

If the Design-Builder is unable to provide the Owner with one of the forms of relief described above, the Design-Builder shall also reimburse to the Owner the total paid by the Owner for the deliverable that is held to constitute an infringement.

11.3 Indemnification for Design Defects. To the fullest extent permitted by law, the Design-Builder shall fully defend (with counsel acceptable to the Owner), indemnify, and hold harmless Indemnitees from any and all claims, demands, causes of action, damages, costs, expenses (including legal, expert witness, and consulting fees and costs), losses, or liabilities of whatsoever nature that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Design-Builder, its employees, any of the Design-Builder's Design Professionals or Subcontractors of any tier, or anyone for whom Design-Builder or any of its Design Professionals or Subcontracts may be liable, in relation to any of their design services, including but not limited to errors, omissions, inconsistencies, inaccuracies, deficiencies, or other defects whether or not contained in the Construction Documents furnished by the Design- Builder, and whether or not such errors, omissions, inconsistencies,

inaccuracies, deficiencies, or other defects were also included in the Contract Documents provided by the Owner. The Design-Builder agrees that, because the Bridging Contract Documents are preliminary and conceptual in nature and are subject to review and modification by the Design-Builder, such documents shall not be deemed a "design furnished" by the Owner or any of the other Indemnitees, as the term "design furnished" is used in Civil Code Section 2782, and that this clause is governed by Civil Code Section 2782.8. In addition, Design-Builder shall defend the Owner, or pay for the costs of such defense, to the extent of Design-Builder's proportionate percentage of fault for the underlying claim. In addition, Design-Builder shall defend the Owner, or pay for the costs of such defense, to the extent of Design-Builder's proportionate percentage of fault for the underlying claim.

11.4 Exception. The indemnification provisions in this Section 11 will extend to claims occurring after this Agreement is terminated as well as while it is in force. However, Design- Builder will not be obligated to indemnify or provide a defense to the Indemnitees from claims arising from the active negligence or willful misconduct of Indemnitees. If any of the Indemnitees are actively negligent, the Design-Builder will continue to indemnify and provide a defense to Indemnitees but only to the extent and in proportion to the degree that the Indemnitees were not actively negligent. Nothing contained in Section 11 will be construed to impose any obligation in conflict with the provisions of Civil Code section 2782 and/or Insurance Code section 11580.04. In the event of a conflict, the provision conflicting with Civil Code section 2782 and/or Insurance Code section 11580.04 will be modified to limit Design-Builder's obligations to the greatest extent permitted by law. The section does not apply to the duty to defend claims arising from design defects, which obligation is addressed separately in Section 11.3. The section does not apply to the duty to defend claims arising from design defects, which obligation is addressed separately in Section 11.3.

11.5 Duty to Defend. Except as otherwise provided herein, the Design-Builder will defend all claims defined in Section 11.1 at its own cost, expense and risk and pay and satisfy any judgment or decree that may be rendered against any Indemnitee arising out of a claim, or reimburse Indemnitee(s) for any and all legal expenses incurred by any of them in connection with the claim or in enforcing the indemnity granted in this section. The duty to defend will apply, and Design-Builder will be required to furnish a defense, regardless of whether the matter has been adjudicated. The Owner shall have the right to approve counsel defending it, which approval will not be unreasonably withheld. Following the resolution of any such dispute, the Owner shall reimburse Design-Builder for the costs incurred by Design-Builder for any Indemnitees' defense, to the extent of the Owner's proportionate responsibility or fault, as determined by court or arbitrator or as agreed by settlement orotherwise.

12. INSURANCE AND BONDS

12.3 Design-Builder's Insurance Requirements. The Owner and its trustees, officers, employees, agents, and volunteers will be a named additional insured under all of Design- Builder's insurance policies except errors and omissions policies and workers' compensation policies. Likewise, the Design-Builder will require all Subcontractors to name the Owner, and its trustees, officers, employees, agents, and volunteers as additional insured on all Subcontractor policies except errors and omissions policies and workers' compensation policies. Before commencement of the Work, the Design-Builder will provide certificates of insurance and endorsements per the following as

evidence of insurance and Owner's, and Owner's additional insured status under those policies.

12.4 DBE Provided Insurance

12.4.1 **General** DBE shall procure and maintain for the duration of this Contract at its sole cost and expense, insurance against claims which may arise from, or in connection with, the performance of the Work by, or on behalf of (whether directly or indirectly), the DBE.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner, except that ten (10) days' prior written notice shall apply in the event that cancellation for non- payment of premium.

12.4.2 **Commercial General Liability**: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and

12.4.3 **Workers' Compensation and Employers' Liability:** Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident; and

12.4.4 **Automobile Liability:** $1,000,000 combined single limit per accident for bodily injury and property damage; and

12.4.5 **Builder's Risk/Course of Construction:** DBE shall procure and maintain in effect a Builders' Risk (course of construction) insurance for completed value of the Work. No deductible shall exceed $100,000, per occurrence except for earthquakes, earth movement or flood. Builder's Risk Policies shall contain the following provisions:

12.4.5.1 Owner and Subcontractors of every tier shall be named as an additional insured loss payee; and

12.4.5.2 Coverage shall contain a mutual waiver of subrogation in favor of the Design Build Entity, Subcontractors at every tier, and the Owner, its officials, employees, agents, and only to the extent of onsite activity, design or engineering professionals.

12.4.6 Owner and Design Build Entity will share equally in payment of all deductibles from a covered event due to act of God events including earthquake, earth movement, and flood.

12.4.7 **Contractor's Pollution Liability Insurance** on an occurrence basis, with limits of at least $2,000,000 per occurrence and $2,000,000 policy term aggregate for bodily injury, property damage, cleanup costs and claim expenses, arising at or emanating from the Project Site arising from all

operations performed on behalf of the Design Build Entity. Subcontractors will provide Pollution Liability coverage as required by their specific Subcontract.

Such insurance shall provide liability coverage for both sudden and gradual releases arising from the Work. CPL policy shall name Owner, Design-Build Entity and all Subcontractors of all tiers as insureds.

Contractor shall be responsible at its own expense for an obligation for each loss payable under this insurance that is attributable to the Design-Build Entity's acts, errors, or omissions, or the acts, errors, or omissions of any of its Subcontractors, or any other entity or person for whom Design-Build Entity may be responsible. The amount of the obligation shall be based on the amount of the initial Contract Price, as follows:

12.4.7.1 The portion of the obligation applying to the Design-Build Entity or Subcontractor shall be the responsibility of the Design Build Entity and shall remain uninsured. Design Build Entity shall promptly pay its charge pertaining to any loss. The Owner, in addition to its other remedies, may back charge Design-Build Entity for the obligation and deduct the back-charged amount from Design-Build Entity's next progress payment or final payment.

12.4.8 **Professional Liability Errors and Omissions Insurance**: $1,000,000 per claim/$2,000,000 aggregate limit.

12.4.9 **Waivers**

12.4.9.1 Owner and Design-Build Entity waive all rights against each other and any of their consultants, including Construction Manager, Bridging Architect and their consultants to the extent of their onsite exposure, separate contractors, if any, Subcontractors, Designers, agents and employees, each of the other, and any of their contractors, subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by Builder's Risk insurance obtained pursuant to paragraph 1.2 above, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner in good faith. Owner or Design-Build Entity, as appropriate, shall require of the separate contractors, if any, and the Subcontractors, Designers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity had an insurable interest in the property damaged. The only exceptions to this waiver of subrogation are for claims that may be covered by any Professional Liability insurance to the extent that insurance responds to any loss.

12.4.9.2 Owner waives subrogation rights under the Contractor's Pollution Liability Policy, to the greatest extent permitted by law, against all other project participants, including Design- Build Entity and Subcontractors of any tier.

12.5 Performance and Payment Bonds. Prior to commencement of the Construction Stage, the Design-Builder will furnish a payment bond and a performance bond to the Owner, each in the amount equal to 100% of the amount of the Construction Stage Price, covering all construction work and warranties, on the forms acceptable to the Owner. The payment and performance bonds will be provided prior to commencement of Work. The surety supplying the bonds must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as a surety in the State of California and satisfactory to the Owner. Failure to furnish the required payment and performance bonds to the Owner constitutes a default under this Agreement and the Owner will have all of the rights and remedies provided under the Contract Documents and afforded by law including, but not limited to, forfeiture of the bidder's bid deposit or bond to the Owner and the Owner may award this contract to another responsive and responsible bidder, or may call for new bids. Full compensation for furnishing the payment and performance bonds are included in the Contract Price.

12.6 Payment of Subcontractors. Without limiting the responsibilities of Design- Builder and its surety under the terms of this Agreement, the Design-Builder and its surety agree to promptly pay all lawful claims of Subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used, or consumed in connection with the prosecution of the construction work including Change Orders, and will indemnify and save harmless the Owner, and Owner from and against all liability loss, damage and expense, including interest, costs and attorneys' fees, which the Owner, and Owner and/or its surety may sustain by reason of Design-Builder's or its surety's failure to do so.

13. WARRANTY OF THE WORK

13.3 Design-Builder Warranty. The Design-Builder shall provide a two-year warranty on all furnished labor and materials, commencing on the date of Final Completion of all Work under the Agreement. Design-Builder shall perform all required corrective work, and shall be responsible for the cost of all labor, materials, equipment, transport, installation and re-testing required for the corrective work. Moreover, in the event that corrective work is required under the Design-Builder Warranty, a one-year warranty shall apply to the corrected work covering any discrepancies and defects in the corrected work that are discovered after the corrected work is accepted.

The Design-Builder Warranty shall warrant that:

a. The Work conforms to the requirements of the Contract Documents;

b. All Design Services furnished under the Agreement conforms to all professional engineering principles generally accepted as standards of the industry in the State of California and complies with the standard of care of a reasonable professional that is performing the same or similar work, at the same time and locality and under the same or similar conditions;

The construction Work furnished under the Agreement is free from defects in workmanship, and was performed in a workmanlike manner and conforms to the standards of care and diligence normally practiced by recognized construction firms performing construction of a similar nature in the State of California, and conforms to the requirements of the Bridging Contract Documents and the100% Construction Documents, as these documents may have amended during the course of Work under the Agreement;

c. Materials and equipment furnished under the Contract Documents are of good quality and new;

d. The Facilities are fit for the purposes intended in the Contract Documents;

e. The Facilities shall be free of defects in design, material, and workmanship; and

f. The Facilities shall function up to the standards set forth in the Bridging Contract Documents and all other reliability standards established in the Contract Documents.

13.4 Subcontractor Warranties. The Design-Builder shall obtain one year warranties commencing on the date of Final Completion of all Work under the Agreement from all Subcontractors and Design-Build Team members providing design services, labor, equipment, materials, supplies and maintenance equipment; require all such warranties to be executed in writing for the benefit of the Owner and enforce all warranties for the benefit of the Owner, if so directed by the Owner. Warranties by subcontractors are in addition to, and do not replace or reduce, any other warranty obligations stated in the Contract Documents, including but not limited to the Design-Builder Warranty. All such Subcontractor warranties from Design-Build Team members shall run directly to and be enforceable by the Design-Builder and the Owner, and their respective successors and assigns.

The Design-Builder hereby assigns to the Owner all of the Design-Builder's rights and interest in all warranties that are received by the Design-Builder from any Subcontractor or Design-Build Team members unless necessary for enforcement. All such warranties shall survive Final Completion, acceptance, final payment, and termination of the Agreement if the stated warranty period extends beyond the Final Completion, acceptance, final payment, and termination of the Agreement.

13.5 Manufacturers' Warranties. The Design-Builder shall obtain manufacturers' warranties for all equipment procured and installed on the Project and shall assign all such warranties to the Owner prior to Final Completion. Owner and Design-Builder shall agree upon acceptable warranty periods for each item of equipment prior to the procurement of the equipment of not less than one year from Final Completion. Manufacturers' warranties shall all commence on Final Completion.

13.6 Remedy. The Design-Builder shall remedy, at its own expense, any failure to conform to the warranty requirements set forth in this Section 13 Warranty of the Work. If the Design-Builder fails to remedy any such failure within a reasonable time after receipt of notice (or immediately in the case of an emergency), the Owner shall have the right in its sole discretion to replace, remove, or otherwise remedy the failure at the Design-Builder's expense.

13.6.1 Notification to Design-Builder. The Owner shall notify the Design- Builder, in writing, within a reasonable time after the discovery of any failure to

conform to the warranty requirements set forth in this Section 13, Warranty of the Work.

13.6.2 Warranties Do Not Limit the Design-Builder's Liability. The foregoing warranties are in addition to all rights and remedies available under the Agreement or applicable law, and shall not limit the Design- Builder's liability or responsibility imposed by the Agreement or applicable law with respect to the Work, including:

a. Liability for design defects;

b. Latent construction defects;

c. Strict liability;

d. Negligence; and

e. Fraud.

13.7 Assignment of Warranty. Upon providing written notice to the Design-Builder, the Design-Builder's warranties, including all warranties from Subcontractors and Design-Build Team members that have been assigned to the Design-Builder, shall be immediately assignable by the Owner to any entity, in the Owner's sole discretion.

14. OWNERSHIP AND USE OF DOCUMENTS

14.3 Ownership of Construction Documents. The drawings, specifications and other documents prepared by or on behalf of the Design-Builder pursuant to this Agreement (including, without limitation, the Construction Documents), including all drafts, and the copyright thereto, shall at all times be and remain the property of the Owner, whether or not the Project for which they are made is commenced, so long as the Owner shall not be in default of its obligations under this Design- Build Agreement. Neither the Design-Builder nor any subcontractor or material or equipment supplier shall own or claim a copyright in such drawings, specifications and other similar or related documents, and Owner shall retain all common law, statutory, and other reserved rights with respect thereto. All copies of such documents shall be delivered by the Design-Builder to the Owner upon completion of the Work or upon the prior termination of this Agreement. Such drawings, specifications and other documents shall be used by the Design- Builder solely with respect to this Project and shall not be used by the Design- Builder or any subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner in each instance.

14.4 Ownership under Termination. Should the Owner elect to terminate this agreement, the Design-Builder agrees that (1) for itself and its Architect, that the Owner will be the sole and absolute owner of the 100% Construction Documents, and shall have the right to use or to modify the 100% Construction Documents in any manner it wishes, including, without limitation, using the 100% Construction Documents in construction contracts with third parties; and (2) there shall be no limitation on the Owner by the Design-Builder should the Owner subsequently engage the Design-Builder's Architect of Record for services on this project or for other services.

14.5 Confidentiality. The documents, materials and information prepared by or on behalf of, or furnished to the Design-Builder in connection with the Work, including, without

limitation, the RFP, the Contract Documents, the 100% Construction Documents and any other plans, specifications, drawings, shop drawings or details relating to the Project and the terms and provisions of this Agreement, shall be kept strictly confidential by the Design-Builder. The Design- Builder shall not disclose, furnish or make known or accessible to or use for the benefit of anyone, any such documents, materials or information or make available any reports, recommendations and/or conclusions which the Design- Builder may make for the Owner to any person, firm or corporation or use such documents or information in any manner whatsoever without obtaining the Owner's prior written approval in each instance unless such disclosure is required by law. The Design-Builder acknowledges that the Owner will incur significant damages in the event of a breach by the Design-Builder of its obligations under this Section 14.3. The provisions of Article 14 shall survive the expiration or prior termination of this Agreement.

14.6 **Licensing.** The Design-Builder, its Design Professionals and Design-Build Subcontractors are granted a limited, non-exclusive, license to use and reproduce applicable portions of the Design and Construction Documents and other documents prepared by the Design-Builder for use in the performance of the Design-Builder's Work under this Agreement. Additionally, the Owner grants the Design-Build Team members a non-exclusive, perpetual license for use, or display of the Project information solely for either educational or promotional purposes.

14.7 **Exception.** Nothing contained in Section 14.1 will be construed to limit the Design-Builder, its Design Professionals and Design-Build Subcontractors rights, title and interest to continue to use their respective general design details that each of them uses or has used on multiple projects, or new standard design details that were developed during design of this facility.

14.8 **Copies**. All copies made under this license will bear the statutory copyright notice, if any, shown on the Design and Construction Documents and any other documents prepared by the Design-Builder, its Design Professionals and Design-Build Subcontractors. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project will not be construed as publication in derogation of the Owner's copyright or other reserved rights and interests.

15. ACCOUNTING RECORDS

15.3 Audit. In accordance with Government Code Section 8546.7, records of both the Owner and the Design-Builder will be subject to examination and audit by the State Auditor General for a period of 10 years after final payment. Design-Builder will make available to the Owner any of the Design-Builder's other documents related to the Work immediately upon request of the Owner as set forth in Section 15.2.

15.4 Records. The Design-Builder will keep full and detailed accounts and exercise controls as may be necessary for proper financial management under this Agreement. In addition to the State Auditor rights above, the Owner will have the right during normal business hours to audit and copy the Design-Builder's documents related to this Project including, but not limited to, records, books, estimates, correspondence, instructions, drawings, receipts and invoices for materials, supplies and equipment, temporary facilities, etc., contracts, purchase orders, vouchers, memorandums, Change Orders and all substantiating documentation, certified payroll, and other data

relating to the Cost of Work, the Contract Price in order to evaluate accuracy and completeness of Design- Builder's billing. The Design-Builder will preserve all Project records for a period of at least 3 years after final payment, or for such longer period as may be required by law. The Design-Builder will incorporate Section 15 accounting and auditing provisions into all Design Professional agreements and Subcontracts and require Design Professionals and Subcontractors to keep detailed and accurate accounting records for their portion of the Work for a period of at least 3 years.

16. TERMINATION, SUSPENSION AND ABANDONMENT

16.1 Termination for Fault. The Owner may terminate this Agreement upon not less than 7 calendar days' written notice and an additional 7 calendar days to commence curing upon the Design-Builder's failure to perform any material obligation under the Agreement. The Design-Builder will have 7 days after receiving reasonably detailed written notice thereof from the Owner, provided that, if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, the Owner may not terminate so long as Design- Builder (1) promptly, upon receipt of notice to cure, submits a plan to initiate all actions reasonably necessary to correct the default and prevent its reoccurrence, and (2) Owner accepts Design- Builder's plan, and (3) Design-Builder commences and continuously implements the plan to Owner's satisfaction. The Owner may also terminate this Agreement without notice or opportunity to cure upon the occurrence of the following Design-Builder events of default: 1) the failure to obtain and maintain any contract security instrument, 2) the failure to achieve acceptance of the Facilities through the acceptance process, and 3) the insolvency or bankruptcy of the Design- Builder. The notice will set forth the reason for termination and the effective date of termination. If the Owner terminates this Agreement for cause, the Design-Builder will not be entitled to any further payments except for work already completed. Unless otherwise limited herein, nothing stated in this paragraph will prevent the Owner from pursuing and recovering any damages allowed by law from Design-Builder arising out of a breach of this Agreement. If a court of competent jurisdiction deems that termination of the Design-Builder was wrongful or otherwise improper, the termination will be deemed a termination for convenience under Section 16.3.

16.2 Suspension By Owner. If the Project is suspended by the Owner and not due to any fault of the Design-Builder or any of its Design Professionals or Subcontractors, the Design- Builder will be entitled to receive payment for all Work performed as of the effective date of the suspension, plus any documented reasonable direct costs incurred by Design-Builder to implement the suspension. The written notice of suspension will set forth the reason for suspension and the effective date of suspension. If the Project is resumed, and provided that the suspension was not caused or due to any fault or neglect of the Design-Builder or any of its Design Professionals or Subcontractors, then the Design-Builder's compensation will be equitably adjusted through Change Order under Section 9.1.4 and the Contract Time will be equitably adjusted for the additional time required to achieve Final Completion.

Termination For Convenience. The Owner may terminate this Agreement, in whole or in part, for convenience upon 30 calendar days' written notice at any time. The notice will state the extent of the termination and effective date of termination. For convenience termination during the Preconstruction Stage and through the issuance of a Notice to Proceed for Construction Stage, the Design-Builder will be entitled to receive payment for the percentage of Preconstruction Stage work completed, not to

exceed the Preconstruction Stage lump sum amount. For convenience termination following the issuance of a Notice to Proceed for Construction Stage Services, the Design-Builder will be entitled to payment for all Work performed as of the effective date of termination based on the compensation provisions set forth in Section 7 of this Agreement, as well as reasonable demobilization costs and unmitigable costs incurred by termination. In the event that the Owner terminates the Design-Build Agreement for convenience, Design-Builder may assign all subcontracts executed pursuant to the performance of the Design-Build Agreement to Owner promptly upon request. Design-Builder is entitled to compensation for all authorized payments made to any subcontractor prior to termination, which payments will be credited to Owner under the respective subcontracts, plus Design-Builder's approved costs that are incurred prior to any termination. In addition, in the event Owner terminates the Design- Build Agreement for convenience, Design-Builder must execute any documents establishing Owner's ownership of completed Work upon request. Any dispute over the amount to be paid upon termination will be resolved in accordance with the claim's procedures set forth in Section 14.12 of the Supplemental Conditions.

17. MISCELLANEOUS PROVISIONS

17.1 Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California without regard to the principles of the conflict of laws. The Parties agree that any claim or enforcement of a judgment or alternative dispute award will be filed with the appropriate court of law in San Mateo County.

17.2 No Solicitation of Employees. Owner will not solicit or employ any of Design-Builder's Project personnel for the duration of the Project.

17.3 Assignment. The Owner and Design-Builder, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this Agreement. Neither Owner nor Design-Builder will assign this Agreement without the written consent of the other, and such consent will not be unreasonably withheld or delayed.

17.4 Severability. The terms and conditions of this Agreement will be interpreted in accordance with their plain meaning, and not strictly for or against either party. Any rule of construction or interpretation to the contrary will be of no force or effect with respect to this Agreement. If a court of competent jurisdiction finds any term or provision of this Agreement to be void or unenforceable for any reason that term or provision will be deemed severed, and the remainder of the Agreement will remain in full force and effect according to its terms and provisions, to the maximum extent permitted by law.

17.5 No Third-Party Beneficiaries. Nothing contained in this Agreement creates a contractual relationship with, or a cause of action in favor of any third party against, either the Owner or Design-Builder. Owner and Design-Builder acknowledge and agree that the obligations of the Design-Builder are solely for the benefit of the Owner and are not intended in any respect to benefit any other third parties.

17.6 Waiver. No action or failure to act by the Owner or Design-Builder will constitute a waiver of a right or duty afforded them under this Agreement, nor will such action or

failure to act constitute approval of or acquiescence in a breach of this Agreement, unless specifically agreed to in writing.

17.7 Time is of the Essence. Time is of the essence with respect to each and every provision of the Agreement and any subsequent Change Orders.

17.8 Notice. Any notice required to be given by this Agreement will be in writing and deemed effective upon personal delivery, or 1 business day after being sent via registered or certified mail return receipt requested or by overnight commercial courier providing next business day delivery and addressed to the following respective parties:

To Owner:
County of San Mateo Procurement
Attention: Nicholas Calderon
455 County Center, 4th Floor
Redwood City, CA 94063

Copy to:
Matthew Estes
Project Manager
Capital Program Management, Inc.
1851 Heritage Lane, Suite 210
Sacramento, CA 95815

and

Office of the San Mateo County Counsel
Attn:, Mario Nastari
400 County Center, 4th Floor
Redwood City, CA 94063

To Design-Builder:
Romtec, Inc.
18240 North Bank Road
Roseburg, OR 97470

17.9 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which when taken together will constitute one instrument. The counterparts of this Agreement, and all amendments, must be manually executed, but the exchange of copies of this Agreement and of manually executed signature pages by facsimile or by electronic mail as an attachment in portable document format (.pdf) to the addresses provided in this Agreement shall constitute effective delivery of this Agreement as to the Parties and may be used as a fully binding original in lieu of the original Agreement for all purposes.

17.10 Modifications. All modifications to the terms and conditions set forth in this Agreement must be in writing and signed by an authorized representative of both parties.

17.11 Section Headings. The Section headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

17.12 Legal Citations. Legal citations to statutory requirements are included in the Agreement for convenience and an omission of any statutory requirement will not relieve the Design-Builder or its Design Professionals and Subcontractors from compliance with the law.

17.13 Exhibits. The Supplemental Conditions and following Exhibits are incorporated by reference into the Agreement as though set forth in full.

17.14 Entire Agreement. This Agreement represents the entire integrated agreement between the Owner and Design-Builder and supersedes all prior oral and written negotiations, representations or agreements by the parties with respect to this subject matter. This Agreement is entered into as of the Effective Date first written above.

COUNTY OF SAN MATEO	**DESIGN-BUILDER**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name

Exhibit 1
SUPPLEMENTAL CONDITIONS

DESIGN-BUILD AGREEMENT

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SUPPLEMENTAL CONDITIONS TO DESIGN-BUILD AGREEMENT

1. DEFINITIONS

1.1 "**Agreement**" means the Design-Build Agreement between County of San Mateo and Design-Builder, dated August 13, 2024 including the Supplemental Conditions to the Agreement and all Exhibits.

1.2 "**Allowance**" is a non-binding, good faith, estimate of all Cost of Work attributable to the Allowance item carried in the Contract Price. An Allowance is necessary in certain circumstances because the item, components and/or systems are anticipated but undefined at the time that the Contract Price is set, and may require further development by the Architect of Record, Owner, or other Design Professionals "

1.3 **Architect of Record**" is the entity retained by the Design-Builder as the lead Design Professional that is responsible for the design of the Project. The Architect of Record for this Project is Romtec.

1.4 "**Background Documents**" means any existing drawings Owner provides to Design-Builder for reference. Background Documents are not part of the Contract Documents.

1.5 **"Bridging Contract Documents"** is defined in Section 4.2

1.6 "**Change Order**" is defined in Section 9.1.

1.7 "**Construction Documents**" means the documents developed by Design-Builder that establish all requirements for work during the Construction Stage of the Project. The Construction Documents will be informed by, and be consistent with the Bridging Contract Documents.

1.8 "**Construction Stage Services**" means all labor, materials, equipment and appurtenances provided by the Design-Builder and its Subcontractors to complete construction of the Project in strict accordance with the 100% Construction Documents and other components of the Contract Documents, ensure that all mechanical and support systems, as applicable, are properly and fully operational, and obtain all required certificates, approvals, and temporary or permanent permits for occupancy, use and completion of the Project have been issued by appropriate governmental authorities.

1.9 "**Contract Documents**" are set forth in Section 3.1 of the Agreement and include the Agreement inclusive of Exhibits, the Supplemental Conditions to the Agreement, and the Construction Documents, to be developed by the Design-Builder, and all subsequent contract modifications issued after execution of the Agreement, such as Change Orders.

1.10 "**Contract Price**" is set forth in Section 7 of the Agreement and reflects the sum total of all compensation due to the Design-Builder for all design and construction services under the Agreement. The Contract Price is the sum of the Preconstruction Price and the Construction Price.

1.11 "**Contract Time**" is the time within which the Design-Builder must achieve Final Completion of all Work on the Project. The Contract Time is set forth in Section 8.1.

1.12 "**Daily Construction Reports**" means the daily log kept by the Design-Builder that describes the weather, each Subcontractor's work on the site, the number of workers per trade, identification of equipment, construction work accomplished, problems encountered, and other similar relevant data such as accidents, service connections or disconnections, construction work stoppage, delays, material and labor shortages, and any applicable orders or requests from governing authorities.

1.13 "**Design-Builder, Design-Build Entity**" the entity that will enter into the Agreement with Owner and that will be the single point of accountability to Owner for delivering the services and the Project.

1.14 "**Design-Build Subcontractors**" means all Subcontractors that contract directly with the Design-Builder to perform design and construction services related to a specific trade or discipline.

1.15 "**Design-Build Team**" includes the General Contractor, Design Professionals and Design-Build Subcontractors members of the Design-Builder performing Preconstruction Stage Services and Construction Stage Services for the Project.

1.16 **"Design Guide Illustrations"** mean the drawings prepared by Owner and made a part of the Bridging Contract Documents.

1.17 "**Design Professionals**" means the Architect of Record, the structural engineer, and any other design consultants who are performing design services for the Project on behalf of Design-Builder but do not perform any Construction Stage Services.

1.18 "**Design Services**" includes all required design work required to complete the Project, consistent with the Bridging Contract Documents.

1.19 "**Effective Date**" means the date that the Design-Builder and Owner entered into the Agreement, which is set forth on page 1 of the Agreement.

1.20 "**Facilities**" means all equipment, products, materials, controls, software, both individually and collectively as a completed system.

1.21 "**Final Completion**" occurs on the date when Design-Builder has achieved Substantial Completion; all Final Punch List items have been completed and accepted by the Owner; all close-out documentation required under the Project specifications has been transmitted to the Owner's Project Manager.

1.22 "**Final Completion Date**" is set forth in Section 8.1 of the Agreement.

1.23 **"Final Design Package"** is defined in Section 5.3 of the Design-Build Agreement.

1.24 **"Final Punch List"** is the punch list prepared by the Design-Builder in conjunction with the Owner after completing a Project walk-through upon Substantial Completion.

1.25 "**Force Majeure Event**" means an Act of God as defined under Public Contract Code section 7105, civil disobedience, an act of terror, or unavoidable casualties beyond the Design-Builder's control, and not due to any act or omission of the Design-Builder or its Design Professionals and/or Subcontractors, that necessarily extends the Final Completion Date.

1.26 "**Hazardous Materials and Substances**" means any substance, product, waste, or other material of any nature that is or becomes listed, regulated or addressed under one or more of the following Environmental Laws: (1) CERCLA, (2) Hazardous Materials Transportation Act, (3) RCRA, (4) the Clean Water Act, (5) the Toxic Substance Control Act, (6) HSAA, (7) the California Porter-Cologne Water Quality Control Act, (8) the California Hazardous Waste Management Act, (9) the California Safe Drinking Water Act, (10) the California Waste Management Act, and (11) any other Federal or State law or local ordinance concerning hazardous, toxic or dangerous substances, wastes, or materials.

1.27 "**Key Personnel**" means the Design-Builder's personnel identified as key to the overall success of the Project, and, at a minimum, including those positions defined as Key Personnel in the RFQ and RFP. The Design-Builder's Key Personnel are specifically identified in **Exhibit 5B**.

1.28 "**Owner**" means San Mateo County - Parks.

1.29 "**Owner-Elected Changes**" are changes in the Work directed by the Owner that may impact the Contract Price, and Final Completion Date and are not: (i) reasonably inferable from the Bridging Contract Documents or Contract Documents; or (ii) required as a result of design errors and omissions.

1.30 **"Owner's Minimum Requirements"** mean the performance specifications and prescriptive specifications prepared by Owner and made a part of the Bridging Contract Documents.

1.31 "**Owner's Suspension of Work**" is when the Owner elects to suspend progress of Work on the Project under Section 16.2 of the Agreement.

1.32 "**Party**" or "**Parties**" means the Design-Builder or the Owner in the singular or the Design-Builder and Owner collectively who have executed the Agreement.

1.33 **"Preconstruction Stage Services"** means all services, labor, materials, equipment and appurtenances provided by the Design-Builder and its Subcontractors to prepare a Preliminary Design for the Project, as further defined in **Exhibit 3**.

1.34 "**Preconstruction Survey**" Design-Builder's deliverable comprised of a comprehensive preconstruction survey of the Work site as described in more detail in the Scope of Work.

1.35 "**Product Data**" includes illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Design-Builder's Subcontractors illustrating materials or equipment for some portion of the construction work.

1.36 "**Project**" means the completion of the Preconstruction Stage Services and Construction Stage Services.

1.37 **"Project Site"** means that certain real property located at 555 Guadalupe Canyon Pkwy, Brisbane, CA 94005 commonly known San Bruno Mountain Park.

1.38 "**Project Baseline Schedule**" means the approved critical path schedule prepared by the Design-Builder for performance of all Work within the Contract Time, as approved by the Owner.

1.39 "**Punch List**" is a list prepared by the Owner's Project Manager, when Design-Builder considers a portion of the construction work substantially complete, that includes all items that are incomplete or unsatisfactorily finished and a schedule for their completion.

1.40 "**Request for Information**" ("RFI") means written requests prepared by the Design-Builder and/or its Subcontractors requesting clarification about design or raising coordination issues that impact design, cost or schedule. RFIs will be handled internally by the Design-Builder, with copies to the Owner.

1.41 "**Samples**" means physical examples of materials, equipment or workmanship required by the Construction Documents that are used to establish standards by which the construction work will be judged.

1.42 "**Shop Drawings**" means drawings, diagrams, and other data specially prepared by the Design-Builder and/or its Subcontractors, manufacturers, suppliers or distributors to demonstrate the way in which materials and equipment will perform in accordance with the design illustrated in the Construction Documents. Shop Drawings will be approved by Design- Builder, but Owner will also review.

1.43 "**Site Logistics Plan**" will provide phasing, establish the areas of the site that will be used for trailers, deliveries, staging, ingress and egress, location of major pieces of equipment, storage containers, stockpiles of materials, clearways used for emergency access, environmental controls, trailers for Design-Builder and Owner, parting facilities for Design- Builders, employees, and Owner, access road, fence line, etc.

1.44 **"Specifications"** means the component of the Construction Documents separate from the drawings, addressing all required materials, products and equipment, their installation and operation, quality assurances, reference standards, submittal requirements etc., not already addressed in the OMRs. The Specifications shall be developed in conjunction with the Construction Specifications Institute ("CSI") 16 Division/Three Part Format, as established in the CSI Manual of Practice.

1.45 "**Staffing Plan**" means the plan submitted by the Design-Builder with its proposal.

1.46 "**Subcontractor**" means all contractors under direct contract with Design-Builder for performance of a portion of the construction work as well as any lower tier-subcontractors. The term subcontractor includes Design-Build Subcontractors.

1.47 "**Submittals**" includes Shop Drawings, Product Data, Samples and similar documentation required by the Project specifications or other Construction Documents.

1.48 "**Substantial Completion**" means completion of all Preconstruction Stage Services and Construction Stage Services in accordance with the Contract Documents, and sufficient for the Owner to occupy and use the Facilities for their intended purpose; notwithstanding the foregoing, incomplete minor Punch List work that does not affect Owner's ability to occupy and use the Facilities for their intended purpose shall not prevent achievement of Substantial Completion.

1.49 "**Substantial Completion Date**" The Substantial Completion Date is set forth in Section 8.1 of the Agreement.

1.50 "**Supplemental Conditions**" means the Supplemental Conditions to the Agreement.

1.51 "**Unforeseen Site Conditions**" or "**Differing Site Conditions**" means discovery of unknown, unforeseen or differing site conditions, as defined in Public Contract Code section 7104, any unknown existing conditions in concealed spaces of the renovated portions of the Project.

1.52 "**Work**" means all work, including all services, labor, materials, equipment, tools, and appurtenances, necessary to complete the Preconstruction Stage Services and Construction Stage Services, as described in, or reasonably inferable from, the Contract Documents.

2. WORK RESTRICTIONS

2.1 Work Hours. All construction work will be performed between 7:00a.m. and 7:00p.m. unless further restricted by permit requirements or compliance with the US Department of Interior Department of Fish and Wildlife protective measures for marbled murrelet for construction during their breeding season. Design-Builder will provide Owner with written notice for any construction work that will need to be performed after hours. All after hour construction work requires Owner's written approval prior to commencement.

2.2 Signs. Design-Builder shall not erect any sign on the Project Site without the prior written consent of the Owner, which shall be at the sole discretion of the Owner.

2.3 Parking. Design-Builder works parking must be in Owner approved area.

2.4 Staging and Storage. Material will be stored only in the areas indicated on the Site Logistics Plan. Limited short-term staging areas will be designated in the Site Logistics Plan.

3. SOILS INVESTIGATIONS AND HAZARDOUS MATERIALS

3.1 Site Inspection. The Design-Builder is required to examine the Project Site before submitting its proposal. Design-Builder may not rely exclusively on Background Documents to determine the status of soil conditions, except for issues involving Unforeseen and Differing Site Conditions.

3.2 Hazardous Materials and Substances. The Design-Builder is responsible for the proper handling, removal and disposal of the "**Hazardous Materials or Substances**" that were pre-existing at the Project Site before commencement of construction and are part of the Work. The Design-Builder will not be considered the generator of any pre-existing hazardous materials on the Project Site. The Design-Builder is also responsible for all Hazardous Materials and Substances that it either requires through the Project design specifications or that are brought onto the Project Site by its employees and/or Subcontractors.

3.2.1 Unsafe or Hazardous Conditions. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from any Hazardous Materials or Substances encountered at the Project Site, the Design-Builder will stop any part of the Work that it deems unsafe until corrective measures have been taken. If the Design-Builder fails to take corrective measures, the Owner may do so. Failure on the part of the Owner to stop unsafe practices, or the Owner's efforts to take corrective measures after the Design-Builder fails to do so, does not relieve or diminish the Design-Builder's safety responsibilities.

3.2.2 Verification. Upon discovery of any Hazardous Material or Substance that has not previously been identified in the Design-Builder's Hazardous Material Survey, the Design-Builder will immediately notify the Owner's Project Manager and stop all construction work in the area if necessary. The Design-Builder will retain the services of a licensed laboratory to verify the

presence or absence of the preexisting Hazardous Material or Substance. If preexisting Hazardous Material or Substance is discovered, the Design-Builder will contact its licensed laboratory to verify that the condition has been rendered harmless before construction work recommences in the affected area. The Design-Builder may be entitled to an adjustment in the Contract Time if the Hazardous Material or Substance is deemed an Unforeseen or Differing Site Condition and impacts the Final Completion Date of the Project. If the Hazardous Material or Substance was pre-existing the Owner will pay for the services of the licensed laboratory. The Design-Builder will reimburse the Owner for the services of the licensed laboratory if the Hazardous Material or Substance was brought on-site by the Design-Builder or any of its Subcontractors or vendors.

4. SAFETY

4.1 Signs. The Design-Builder will erect and maintain, as required by existing conditions and performance of the construction work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

4.2 Weekly Safety Meetings. The Design-Builder will hold weekly meetings with its Subcontractors to review Subcontractor compliance with the Design-Builder's Health and Safety Program.

4.3 Daily Jobsite Walks. The Design-Builder will also conduct daily jobsite inspections to verify that the construction work is being performed in a safe and workmanlike manner and in accordance with the Design-Builder's Health and Safety Program. The Design- Builder will provide written notice to its Subcontractors demanding immediate correction of any known safety violation.

5. QUALITY ASSURANCE AND QUALITY CONTROL

5.1 Quality Control Plan. The Design-Builder will prepare and submit to the Owner's Project Manager for approval a plan that describes the procedures and methods the Design-Builder will utilize to control the quality of the construction work. The Quality Control Plan must be approved before the start of construction. The Owner reserves the right to require revisions of the Quality Control Plan that are necessary to ensure the specified quality of the construction work. The Design-Builder will assign appropriate site personnel to oversee quality control. No change in the Quality Control Plan will be implemented without prior Owner approval. At a minimum the Quality Control Plan will provide information regarding the following:

5.1.1 Quality control supervision and document control.

5.1.2 Identification of personnel for required training and qualification activities.

5.1.3 Procedures for testing and inspections that identify individual inspection or testing points and acceptance criteria, and include provisions for recording results and the responsible inspection/test personnel.

5.1.4 Procedures for identifying what applicable technical and quality requirements will be required of vendors supplying materials, parts and services to ensure compliance with the Contract Documents.

5.1.5 Procedures for receiving, inspecting and accepting materials and equipment. The procedures will include, at a minimum, examination of the physical condition for compliance

with the Contract Documents, purchase order and/or subcontract agreement, and identifying and processing any non-conforming goods.

5.1.6 Provisions for identifying and timely remedying non-conforming or defective construction work.

5.1.7 Documentation control to maintain records of the activities included in the Quality Control Plan. All documentation will be submitted to the Owner as part of the close-out documentation for this Project and therefore must be logically organized and indexed for reference.

5.2 Design Quality Control Plan. The Design-Builder will prepare and submit to the Owner for approval a Design-Quality Control Plan that describes the procedures and methods the Design-Builder will utilize to control the quality of the construction work. The Design Quality Control Plan must be approved before the start of construction. The Owner reserves the right to require revisions of the Design Quality Control Plan that are necessary to ensure the specified quality of the construction work. The Design-Builder will assign appropriate site personnel to oversee quality control. No change in the Design Quality Control Plan will be implemented without prior Owner approval.

5.3 Manufacturer's Field Services. To the extent required, the Design-Builder will engage in a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. All manufacturers' field service reports must be in writing and included as part of the records turned over to Owner during close- out.

5.3.1 Quality Control Reports. The Design-Builder will keep daily Quality Control Reports throughout the duration of the construction process certifying that the relevant area of the construction work has been inspected. The Quality Control Reports will be prepared, signed and dated by the personnel identified as the supervisor in the Quality Control Plan and will include, at a minimum, the following information: Identification of the material, equipment or component that was inspected and indicate, if applicable, if the Submittals have been reviewed and approved by the Design- Builder.

5.3.2 Indicate that materials and/or equipment comply with the requirements of Section 5.19.9 of the Agreement and are properly stored, if not yet installed.

5.3.3 Indicate that the construction work has been coordinated under Sections 5.19.4 and 5.19.5 of the Agreement, that all required preliminary work has been inspected by Quality Control personnel, was properly performed, and that the area is ready to receive subsequent construction work. If the construction work is not acceptable, provide a written description of any rework required in the area inspected with an explanation of the cause of the re-rework (including which Subcontractors are involved), any cost involved in the required re- work, and the expected completion date of the required re-work.

5.4.4 Results of any off-site testing or quality control work and any required further actions.

5.4.5 Other necessary information including, directions received, quality control problem areas, deviations from the Quality Control Plan, construction deficiencies encountered, Quality Control meetings held, acknowledgement that as-built drawings have been updated (if applicable), corrective direction given by Quality Control personnel, and corrective action taken by the Design-Builder.

5.5 Quality Control Design Reports. The Design-Builder will keep daily Quality Control Design Reports throughout the duration of the construction process certifying that the relevant area of the construction work has been inspected. The Quality Control Design Reports will be prepared, signed and dated by the personnel identified as the supervisor in the Design Quality Control Plan. Quality Control Design Reports should be submitted as part of each design submittal.

5.6 Test and Inspection Logs. The Design-Builder will maintain an on-site inspection log that is accessible by the Owner. The log will document all tests and inspections performed at the Project during construction. In addition, the Design-Builder will prepare a sequentially numbered record of tests and inspections. The record of tests will Include the following information:

5.6.1 Request for Inspection.

5.6.2 Date test or inspection was conducted.

5.6.3 Identity of testing agency or special inspector.

5.6.4 Description of the construction work tested or inspected.

5.6.5 Identification of any drawings or applicable details on the Construction Documents or Submittals that were used during testing and inspection.

5.6.6 Date that the test or inspection was concluded and the date that the results were transmitted to Owner.

6. TEMPORARY FACILITIES

6.1 Temporary Electricity. Design-Builder will provide, maintain, and pay for temporary electrical power at the Project Site for construction purposes and trailers.

6.2 Temporary Communications. The Design-Builder will provide, maintain, and pay for all applicable communications and data service connections for field offices pursuant to **Exhibit 6B** of the Agreement, including all installation and connection charges.

6.3 Temporary Water. The Design-Builder will provide, maintain, and pay for all required potable water required for construction field personnel as well as water required for and in connection with the construction operations such as dust control. Unnecessary waste of water will not be permitted. The Design-Builder must use special hydrant wrenches for opening and closing fire hydrants in lieu of pipe wrenches.

6.4 Temporary Fences. The Design-Builder will provide all necessary temporary fencing and gates required for the Project Site. Temporary fencing will be subject to restrictions in the use permit. The Design-Builder will maintain all fences through Final Completion of the Project. Gates are to remain closed and locked during off-hours.

6.5 Temporary Sanitary Facilities. Provide and maintain all required temporary toilets for use of all design and construction personnel and field labor at the Project Site through Final Completion of the Project. Location of temporary sanitary facilities will be approved by Owner's Project Manager prior to delivery. The Design-builder will provide at least 1 temporary toilet facility for every 20 persons. The Design-Builder will cause all design and construction personnel (including field labor) to use temporary sanitary facilities rather than Owner's facilities. All temporary sanitary facilities will comply with the Department of Health standards.

6.6 Temporary Barriers and Enclosures. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's safe use of the Project premise, and to protect existing facilities and adjacent properties from damage from construction operations per Section 8.

6.7 Water Control. Design-Builder will grade the Project Site as required by the civil design included in the Construction Document. During construction, the Design-Builder will maintain all trenches and excavated areas free from water accumulation and will provide the necessary barriers to protect the Project Site from ponding, running water and soil erosion. The Design-Builder will provide for increased drainage of storm water and any water that may be applied or discharged on the Project Site during performance of the construction work. All drainage facilities will be adequate to prevent damage to the construction work, Project Site, and adjacent property. Design-Builder will construct dikes, if necessary, to divert any increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the construction work, and to direct water to drainage channels or conduits. Design-Builder will provide ponding as necessary to prevent downstream flooding. Design-Builder shall be solely liable for any loss or damages resulting from Design-Builder's failure to comply with the provisions of the Dept. of Water Resources Best Management Practices and County requirements.

6.8 Pollution Control. The Design-Builder will provide a plan that meets the requirements of California Storm Best Management Practices (Stormwater Quality Task Force,1993) to prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances and/or soil erosion during construction operations:

6.8.1 No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible best management practices will be taken to prevent materials from entering into any drain to watercourse.

6.8.2 In the event that dewatering of excavations is required, Design-Builder will obtain the necessary permits from local governmental authorities for discharge of the dewatering effluent. The Design-Builder will be responsible for assuring that water quality of the discharge meets the appropriate permit requirements prior to anydischarge.

6.8.3 Erosion and sedimentation control practices will include installation of silt fences, straw wattle, soil stabilization, re-vegetation, and runoff control to limit increases in sediment in storm water runoff, including but not limited to, detention basins, straw bales, silt fences, check-dams, geo-fabrics, drainage swales, and sand bagdikes.

6.8.4 The construction work will be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation will be preserved to the greatest extent practicable. Temporary storage and construction buildings will be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover will be provided as necessary to controlrunoff.

6.9 Construction Equipment and Aids. Design-Builder will furnish, install, maintain, and operate all construction equipment required by the performance of the construction work. Construction aids include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of design or construction

personnel, Owner's staff, or the public are in progress, Design-Builder will enclose the area of activity to contain the dust, over-spray, or other hazard.

6.10 Traffic Control. The Design-Builder will provide a traffic control plan in accordance with the California Department of Transportation Traffic Manual as part of its Site Logistics set forth in **Exhibit 6B**. The Design-Builder will submit its traffic control plan to the appropriate agency for approval, as necessary, before commencement of the construction work:

6.11 Removal of Temporary Facilities and Equipment. The Design-Builder will remove all temporary utilities, equipment, facilities, and materials before final inspection of the Project and clean and repair any damage caused by installation or use of temporary work restoring existing facilities to their original conditions.

7. SURVEYING

7.1 Field Engineering. The Design-Builder will employ a California State licensed civil engineer or land surveyor to provide field engineering services to establish benchmarks and line and grade for horizontal and vertical control.

8. DEMOLITION

8.1 Demolition Plan. Prior to commencing any required demolition work, the Design-Builder will submit a plan to the Owner's Project Manager for review and approval. Under no circumstances, can demolition interrupt the Owner's operations. The Design-Builder's plan, at a minimum, will address the following:

8.1.1 Identify areas that will require demolition and provide a schedule for those demolition activities that is coordinated with the Owner's operations and the approved Project Baseline Schedule.

8.1.2 Inventory materials and equipment that will be salvaged during demolition and whether the salvaged materials and equipment will be reused, returned to the Owner, or sold at fair market value on behalf of the Owner.

8.1.3 Document procedures for protecting the existing structure and/or building materials, equipment and components that are remaining, as well as protection plans for adjacent property and persons.

8.1.4 Document procedures for proper ventilation, noise, and dust control during demolition operations and clean-up after demolition is completed.

8.1.5 Document procedures for required disruption of any utility service as a result of demolition activities and a record of any utilities that are capped during the process. Any required shut-off or interruption of service must be approved in writing by the Owner 14 business days in advance, and all necessary water, emergency power, etc., must be in place prior to shut-off or disruption.

8.1.6 Provide for all required temporary sheeting, shoring, bracing or other structural support necessary to ensure stability of the existing structure or adjacent properties and prevent movement, settlement or collapse during demolition operations. All required temporary structural support will be designed by a California licensed structural or civil engineer.

8.1.7 Document procedures to deal with encountering Hazardous Materials or Substances that comply with the requirements of Supplemental Conditions Section 3 and procedures regarding Unforeseen or Differing Site Conditions that comply with Supplemental Conditions Section 14.14.

8.1.8 Document procedures for hauling away and disposal of any demolished materials and equipment. The procedures should include, among other things, requirements for refrigerant recovery under Environmental Protection Agency, a list of all required hauling permits, requirements for hauling and disposing of Hazardous Waste, volatile organic compounds or any other substance that is regulated by Health and Safety Code, the Bay Area Air Quality Management Owner "BAAQMD" or any other governmental agency that regulates the proper hauling and disposal of certain materials and substances.

8.1.9 Document procedures to ensure that removal and replacement of equipment will not void any existing warranties.

8.1.10 Require a survey of existing conditions and video or photographic documentation before commencement of the demolition activity to demonstrate existing conditions of adjacent areas or property.

8.2 Permits and Fees. The Design-Builder will secure all required hauling permits. The Owner will reimburse the Design-Builder at cost, for all permits and dumping fees as part of the Cost of Work.

9. PROTECTION OF WORK AND PROPERTY

9.1 Design-Builder will be responsible for providing a safe place for the performance of the construction work and for the physical conditions and safety of areas affected by the construction work. Design-Builder will take all necessary precautions to provide for the safety and protection of all persons who may come in contact with the construction work and for all property and equipment within or adjacent to the Project Site including adequate precautions to protect existing trees, equipment, materials, utilities, and other adjoining property and structures. Design-Builder will repair any damage caused by its operations at its own expense and will provide protection to prevent damage, injury or loss to:

9.1.1 Owner's employees and other persons at the Project Site.

9.1.2 Equipment, materials, and vehicles stored at the site or off-site if under the care, custody, or control of the Design-Builder or its Design Professionals or Subcontractors.

9.1.3 Existing trees, structures, roads, equipment, property and the work of others when carrying out Design-Builder's Work. Refer to Tree Protection specifications as included as part of the Criteria document includes as **Exhibit 2B**.

9.2 These precautionary measures will apply continuously and not be limited to normal working hours.

9.3 If damage to persons or property occur as a result of the construction work, Design-Builder will be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The Owner will be entitled to inspect and copy any documentation, video, or photographs.

10. WORKERS AND WORKERS' COMPENSATION

10.1 Design-Builder will at all times enforce strict discipline and good order among its employees. Design-Builder will not employ on the Project any unfit person or unskilled labor.

10.2 Design-Builder and its Subcontractors are required to secure the payment of compensation of its employees in accordance with Labor Code section 3700. Before commencing the Work, the Design-Builder, its Design-Build Team members, and its Subcontractors will sign and file a certification with the Owner under Labor Code section 1861 stating the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the any work or services under the Design-Build Agreement or any subcontract or design service agreements.

11. CHANGE IN NAME OR LEGAL ENTITY

11.1 If a change in name or nature of the Design-Builder's legal entity is anticipated, the Design-Builder will notify the Owner to ensure that the change will be properly reflected on the Agreement.

12. PROHIBITED INTERESTS

12.1 No public official or representative of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, supervise, make, accept, approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with design and construction of the Project, will be or become directly or indirectly interested financially in this Agreement.

13. LAWS AND REGULATIONS

13.1 Design-Builder will give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of Work. If Design-Builder observes that the Contract Documents are at variance with any laws, ordinances, etc., Design-Builder will promptly notify the Owner's Project Manager, in writing, and any necessary changes will be adjusted. If Design- Builder performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without notice to the Owner's Project Manager, it will bear all costs associated with any required corrections or repairs.

14. STATUTORY PUBLIC WORKS CONTRACT REQUIREMENTS

The following requirements apply to all public works construction work performed under this Agreement.

14.1 Public Works Registration. Design-Builder or its contractor, and all subcontractors, must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement is subject to monitoring and enforcement by the DIR pursuant to Labor Code Section 1771.4. Design-Builder shall furnish the records specified in Labor Code Section 1776 directly to the Labor Commissioner on a monthly basis, and in a format prescribed by the Labor Commissioner. Design-Builder must also post notices at the work site pursuant to Title 8 California Code of Regulations Section 16451.

14.2 Use of Subcontractors. Design-Builder shall not subcontract any work to be performed by it under this Agreement without the prior written approval of Owner, which approval will not be unreasonably withheld. Design-Builder shall be solely responsible for reimbursing any subcontractors and Owner shall have no obligation to them. Attention is directed to the requirements of Section 4100 to 4113, inclusive of the California Public Contract Code which are applicable to the work covered by this Agreement.

14.3 Prohibition Against Contracting with Debarred Subcontractors. Design- Builder is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

14.4 Prompt Payment to Subcontractors. Design-Builder shall pay any subcontractors approved by Owner for work that has been satisfactorily performed no later than seven (7) days from the date of Design-Builder's receipt of progress payments by Owner. Within thirty (30) days of receipt of retention by Design-Builder and satisfactory completion of all work required of the subcontractor, Design-Builder shall release any retention payments withheld to the subcontractor. In the event Design-Builder does not make progress payments or release retention to the subcontractors in accordance with the time periods in this section, Design- Builder will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment. Owner may require Design-Builder to provide documentation satisfactory to Owner of Design-Builder's compliance with this requirement as a condition of final payment and release of contract retentions, if any.

14.5 Payment Bond for Construction Work. Pursuant to Civil Code Section 9550, Design-Builder shall furnish to Owner a Payment Bond in the amount of all equipment and construction costs, to provide Owner with security for Design-Builder's full payment to workers and subcontractors for costs of materials, equipment, supplies, and labor furnished in the course of the performance of the work applicable to this section.

14.6 Labor Code Provisions. In the performance of this Contract, Design-Builder's attention is directed to the following requirements of the Labor Code:

Hours of Labor. Eight hours labor constitutes a legal day's work. Design-Builder shall forfeit, as penalty to Owner, $25 for each worker employed in the performance of the Agreement by Design-Builder or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of the provisions of the California Labor Code and in particular, Sections 1810 to 1815, inclusive. Work performed by employees of the Design- Builder in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one- and-one-half times the basic rate of pay, as provided in Section 1815.

Prevailing Wages. Design-Builder shall comply with California Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Design-Builder shall forfeit as a penalty to Owner an amount as determined by the Labor Commissioner not to exceed $200 for each calendar day or portion thereof for each worker paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Agreement by him or by any subcontractor under it in violation of the revisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated

prevailing wage rate shall be paid to each worker by Design- Builder. Pursuant to the provisions of Section 1773 of the Labor Code, Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work applicable to the work to be done from the Director of the Department of Industrial Relations. Copies of the prevailing wage rates are on file at Owner and are available for review upon request.

Payroll Records. The Design-Builder's attention is directed to the following provisions of Labor Code Section 1776. The Design-Builder shall be responsible for the compliance with these provisions by his subcontractors.

a. Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

b. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Design-Builder on the following basis:

    1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

    2. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to Owner, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

    3. A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Design- Builder, subcontractor and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Design-Builder.

c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

d. The Design-Builder shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.

e. Any copy of records made available for inspection as copies and furnished upon request to the public or Owner, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Design-Builder shall not be marked or obliterated. The Design-Builder

shall inform Owner of the location of records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

f. In the event of noncompliance with the requirements of this Section, the Design- Builder shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, the Design-Builder shall, as a penalty the State or Owner, forfeit Twenty-five Dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The penalties specified in subdivision (g) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Design-Builder.

g. The Design-Builder and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

Labor Non-discrimination. Attention is directed to Section 1735 of the Labor Code which provides that Design-Builder shall not discriminate against any employee or applicant for employment because of race or color, religion, physical or mental disability, national origin or ancestry, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code. Design-Builder further agrees to include a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Apprentices. The Design-Builder and all subcontractors shall comply with the requirements of California Labor Code sections 1777.5, 1777.6 and 1777.7 regarding the employment and of apprentices.

14.7 Skilled and Trained Labor Force Requirements. Design-Builder agrees to comply with all requirements related to providing a skilled and trained workforce, pursuant to Public Contract Code section 22164(c), and Public Contract Code sections 2600-2603, including but not limited to the requirement to submit monthly reports to the Owner.

14.8 Retention on Progress Payments. Owner will deduct and hold in retention five percent (5%) from each progress payment to Design-Builder for construction work, or portion thereof. The remainder, less any other deductions taken in accordance with the Agreement, will be paid to Design-Builder as progress payments.

14.9 Securities in Lieu of Retention. Pursuant to Public Contract Code Section 22300, Design-Builder may elect, in lieu of having progress payments retained by Owner, to deposit in escrow with Owner, or with a bank acceptable to Owner, securities eligible for investment under Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Builder and Owner. If Design-Builder elects to submit securities in lieu of having progress payments retained by Owner, Design-Builder shall, at the request of any subcontractor performing more than 5% of Design-Builder's total bid, make the same option available to the subcontractor.

14.10 Assignment of Claims. In entering into a public works contract or a subcontract to supply goods, services, or materials, Design-Builder or subcontractor offers and agrees to assign to

Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Design-Builder, without further acknowledgement by the parties.

14.11 Third-Party Claims. Pursuant to Public Contracts Code Section 9201, Owner shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. Owner shall provide for timely notification to Design-Builder of the receipt of any third-party claim, relating to the contract. Notice shall be in writing and will be provided within thirty (30) days.

14.12 Public Contract Code Claims Procedures

14.12.1 Mandatory Prerequisites to Filing a Construction Claim. Prior to filing a construction claim pursuant to Public Contract Code Sections 9203 and 20104-20104.6 and this section, Design-Builder must first complete all Change Order procedures in Section 9 of the Design-Build Agreement. Any claim submitted prior to satisfaction of the Change Order procedures will be rejected as premature and untimely. A construction claim must be submitted no later than (a) 30 days after the completion of all Dispute Resolution Board procedures are completed, or (b) 30 days after the occurrence of the event giving rise to the claim.

14.12.2 Claims Procedures. In accordance with the procedures set forth in Public Contract Code sections 9204 and 20104-20104.6, Design-Builder may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the Owner; (b) payment by the Owner of money or damages arising from work done by, or on behalf of, the Design-Builder pursuant to this contract and payment for which is not otherwise expressly provided or to which the Design-Builder is not otherwise entitled; or (c) payment of an amount that is disputed by the Owner.

14.12.3 Support for Claim. The Design-Builder shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Design-Builder's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Design-Builder requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation, and 6) a notarized certification by the Design-Builder as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Design-Builder to provide sufficient documentation will result in denial of the claim. The Owner reserves the right to request additional documentation, or clarification of the documentation provided.

14.12.4 Response to Claim. Upon receipt of a claim, the Owner will conduct a reasonable review and provide a written statement to the Design-Builder identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The Owner and Design-Builder may, by mutual agreement, extend the 45 day time period. For any

undisputed portion of a claim, the Owner must make payment within 60 days of its issuance of the written statement.

If the Design-Builder disputes the Owner's written statement, or if the Owner fails to respond, the Design-Builder may demand an informal conference to meet and confer for settlement of the issues in dispute. The Owner will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the Owner will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of Owner to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Design-Builder must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

14.13 Utility Relocation. Pursuant to California Government Code Section 4215, if during the course of the work Design-Builder encounters utility installations which are not shown or indicated in the contract plans or in the specifications or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination of the work site, then it shall promptly notify Owner in writing. Where necessary for the work of the Contract, Owner will amend the Agreement to adjust the scope of work to allow Design-Builder to make such adjustment, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. If Design- Builder fails to give the notice specified above and thereafter acts without instructions from Owner, then it shall be liable for any or all damage to such utilities or other work of the Agreement which arises from its operations subsequent to the discovery, and it shall repair and make good such damage at its own cost.

14.14 Trenching, Shoring, and Differing Site Conditions.

14.14.1 Compliance. Design-Builder will comply with Labor Code sections 6500, 6705, and 6707, and Public Contract Code section 7104 regarding trenching and shoring.

14.14.2 Permit Requirements for Trenches 5'-0" or More in Depth. Design-Builder agrees to comply in full with Section 6500 of the Labor Code and to provide the required permits prior to the initiation of any work, method, operation or process that involves: (i) construction of trenches or excavations that are 5'-0" or deeper and into which a person is required to descend; (ii) the construction of any building, structure, falsework, or scaffolding more than 3 stories high or the equivalent height; (iii) the demolition of any building, structure, falsework, or scaffold more than 3 stories high or the equivalent height; or (iv) the underground use of diesel engines in work in mines and tunnels.

14.14.2.1 Detailed Plans for Trenches 5'-0" or More in Depth. In compliance with Labor Code section 6705, the Design-Builder will submit to the Owner's Project

Manager, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches 5'-0" or more in depth. If the plan varies from shoring system standards, the plan will be prepared by a registered civil or structural engineer. The plan will not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

14.14.2.2 Separate Bid Items for Sheeting, Shoring, etc. To the extent that Design-Builder's Work involves construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are 5'-0" or deeper, Design-Builder will comply with all applicable laws, regulations, and codes and its bid and the Contract Price will contain, as a line item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb pursuant to Labor Code section 6707, which will conform to applicable safety orders. Nothing in this section will be construed to impose tort liability on the Owner or any of its employees.

14.14.3 Excavations Deeper than 4'-0". If Work under this Agreement involves digging trenches or other excavation that extends deeper than 4'-0" below the surface, Design-Builder will promptly, and before the following conditions are disturbed, notify Owner's Project Manager, in writing, in accordance with Public Contract Code section 7104, of any:

14.14.3.1 Material that the Design-Builder believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

14.14.3.2 Subsurface or latent physical conditions at the site differing from those indicated.

14.14.3.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the construction work of the character provided for in the Bid Documents and under this Agreement.

14.14.4 Differing Site Conditions. Design-Builder's notice to Owner shall be issued by telephone or in person and followed within 24 hours thereafter by written notice, providing a brief description of why the condition encountered is considered a Differing Site Condition. Promptly upon receipt of Design-Builder's notice, Owner will investigate the site conditions. If, during construction, the Design-Builder encounters an alleged Differing Site Condition, the Design-Builder shall immediately give written notice and may continue work; provided however that the following documents and information shall be submitted on a daily basis:

1. Digital photographs (paper and electronic copy) that detail the Differing Site Conditions;

2. An electronic copy of the pertinent data (e.g. settlement monitoring data, boring logs, dewatering production rates, etc.) for the previous 24 hours;

3. As applicable, sample of soil and groundwater in the alleged Differing Site Condition area.

4. Design-Builder's applicable daily reports for each day that the alleged Differing Site Condition exists; and

5. Detailed daily records (which shall include, but not be limited to, labor and equipment), describing the alleged Differing Site Conditions and the impact the Differing Site Conditions are having on the progress of the construction.

Immediate written notice shall describe the specific ground conditions encountered and the measures taken to deal with the ground conditions. The Design-Builder will provide the OR with written notice within 5 business days discovery of an Unforeseen and Differing Site Condition. The OR, in conjunction with the Owner and IOR, will promptly investigate the conditions, and if they find that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Design-Builder's Contract Price or Contract Time for any part of the Work, the OR will recommend that the Owner issue a Change Order under Section 9 of the Agreement. If it is determined that physical conditions at the site are not materially different from those indicated in Bid Documents or that no change in terms of the Contract Documents is justified, the OR will notify Design-Builder in writing, stating reasons the Design-Builder will not be entitled to an adjustment in the Contract Price or Contract Time. Such reasons may include any of the following:

14.14.4.1 Design-Builder knew of the existence of the conditions at the time Design-Builder submitted its proposal; or

14.14.4.2 Design-Builder should have known of the existence of the conditions as a result of having complied with the requirements of Contract Documents; or

14.14.4.3 The information or conditions claimed by Design-Builder to be latent or materially different consist of information, conclusions, opinions or deductions of the kind that precludes reliance upon; or

14.14.4.4 Design-Builder was required to give written notice of differing site conditions under the Contract Documents and failed to do so within the time required.

The Design-Builder will not be excused from the Contract Time to complete its Work and will proceed with all Work to be performed under the Agreement unless or until it is determined that Design-Builder is entitled to an adjustment under Section 9 of the Agreement. If the Design- Builder disagrees with the decision regarding an alleged Differing Site Condition, Design-Builder may pursue a claim under Section 14.12 of these Supplemental Conditions.

14.15 Design-Builder's License Requirements. Design-Builder and any approved subconsultants (for architectural design, engineering, construction project management services) or subcontractors shall hold such current and valid licenses as required by California Law, including the Department of Industrial Relations (DIR) contractor and subcontractor registration requirements articulated in part by Cal. Labor Code section 1725.5.

14.16 Examination and Audit of Records. Pursuant to Government Code Section 8546.7, Design-Builder shall retain all project-related records for a period of 3 years after final payment on this DBO Contract, which shall be subject to audit or inspection by the Owner or the State Auditor during this period.

14.17 Safety Requirements. The Design-Builder shall promptly and fully comply with and carry out, and shall without separate charge therefore to the Owner, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders and as may be necessary to ensure that all Construction Work shall be done in a

safe manner and that the safety and health of the employees, agents and the people of local communities is safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Design-Builder. All installed, dismantled, and removed material, equipment and facilities, without separate charge therefore to Owner, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Design-Builder's responsibility to furnish only such material, equipment and facilities.

14.18 Notice of Third-Party Claims. Pursuant to Public Contract Code section 9201, the Owner will provide Design-Builder with timely notification of the receipt of any third-party claim relating to the Agreement.

14.19 Assignment of Anti-Trust Actions. Pursuant to Public Contract Code section 7103.5 and Government Code sections 4554 and 4553, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Design-Builder, its Design Professionals and Subcontractors offer and agree to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Agreement or any Subcontract. This assignment will be made and become effective at the time the Owner makes final payment to the Design-Builder, without further acknowledgment by the parties.

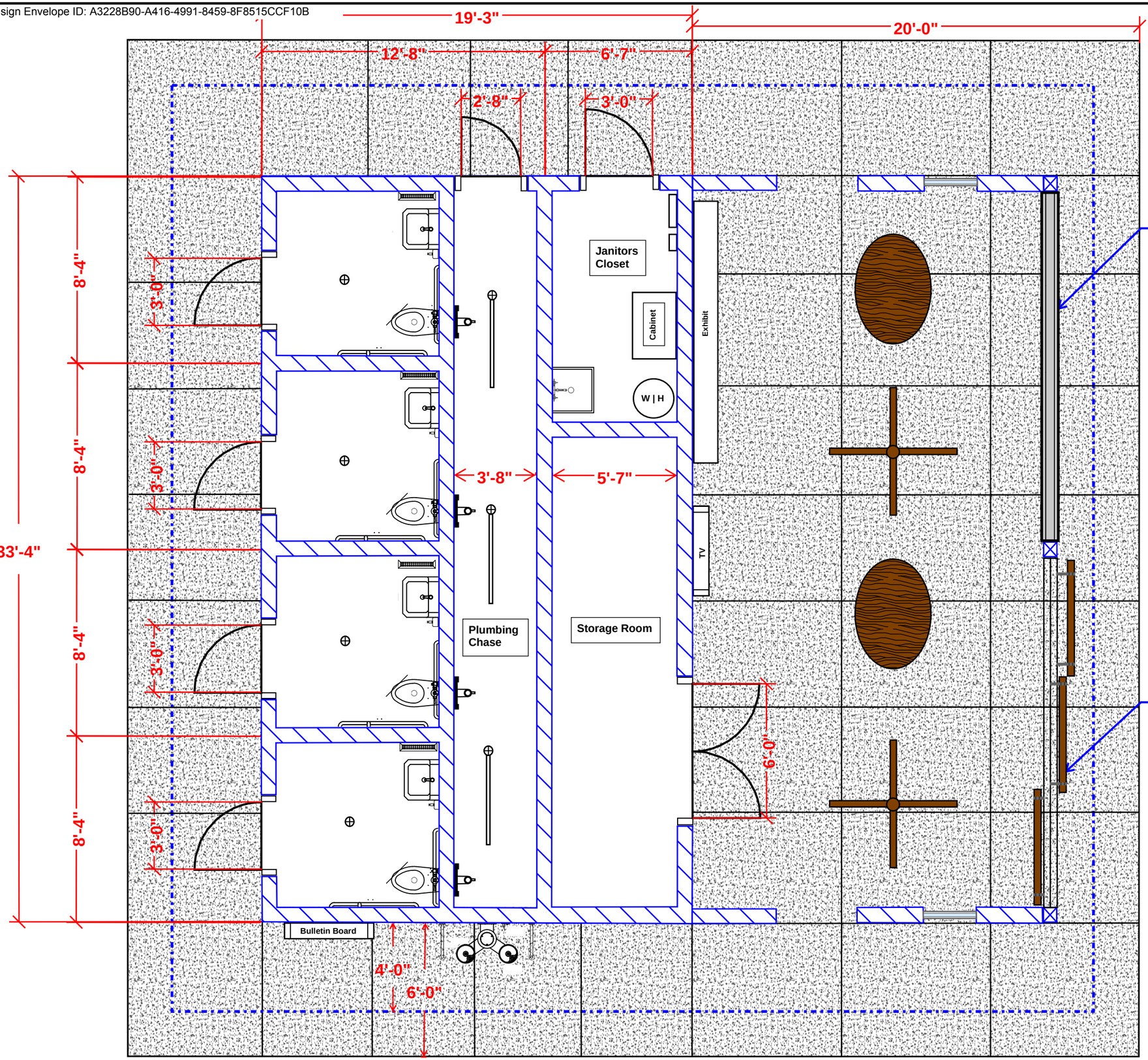
14.20 Compliance with All Applicable Laws. Design-Builder shall comply with all the applicable requirements of federal, state and local laws, statutes and ordinances relative to the execution of the Work. In the event Design-Builder fails to comply with these requirements, Owner may stop any Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Work shall be made the subject of a claim for an extension of time or increase in the compensation.

Exhibit 2

BRIDGING DOCUMENTS

Exhibit 2A: San Bruno Mountain Park Conceptual Design
Exhibit 2B: Criteria Document
Exhibit 2C: Site Survey with Underground utilities
Exhibit 2D: Geotechnical Report
Exhibit 2E: Haz-Mat Report

EXHIBIT 2A



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Option #1 - Pull Down Garage Door

Option #2 - Sliding Barn Doors

Square Footage

Building Footprint	642.53	sf
Overall Footprint	2,055.33	sf

0 5 10

Conceptual Floor Plan #1

cpm. Plan . Execute . Succeed

EXHIBIT 2B

San Mateo County – Parks
San Bruno Mountain Park
Toilet Facility Replacement Project
Facility Design Criteria

January 24, 2024

Following is the design criteria for the pre-qualified Design-Build Entities to use as the basis for their proposal during the Request for Proposal (RFP) phase:

Project Scope – Replacement of existing toilet room building. Abate and/or demolish the existing building according to the recommendations in the Hazardous Materials report and replace it with a new facility, including 4 ADA unisex restroom stalls.

General Requirements:

1. The building will have all stalls ADA-compliant.
2. Buildings shall be aesthetically pleasing but durable and low maintenance.
3. Buildings must comply with all fire-resistive construction requirements for Wildland Urban Interface (WUI).
4. Buildings to have a minimum of 4 to 12 sloped metal or concrete roofs with 4-foot overhangs around the entire building.
5. Roof overhangs must be at least 7 feet from tree trunks. The minimum height of the lowest point of the covered walkway surrounding the buildings is 8 feet and 8 inches. The roof overhang is to be cantilevered with no posts or columns.
6. Buildings require ample natural and mechanical ventilation due to high humidity levels.
7. Buildings are required to have daylighting in all rooms.
8. Concrete floors to be designed to mitigate cracking through expansion/contractor control, mix design, and curing methods.
9. Buildings shall have a no-limit, non-prorated, 2-year comprehensive warranty and specific product manufacturer warranties.
10. The Parks Department reserves the right to salvage items they want before DBE mobilization onto the site.

General Site Requirements:

1. Site grading around new construction is required to ensure smooth and flush transitions to existing grades, walks, and paths.
2. Provide positive drainage around buildings to prevent ponding water. DBE to include conceptual design solutions as part of their proposal.
3. Parks will perform removal of any trees. However, stumps and roots inside the building pad will be required to be removed by the DBE.
4. Buildings shall include a minimum of 6-foot wide reinforced concrete walkway around the entire building.
5. All exterior concrete needs to have a medium broom finish and meet ADA-required slopes and cross-slopes requirements.

6. All new walkways to be a minimum of 4” concrete reinforced with #4 rebar at 12” o.c. in both directions. Walkways to be located a minimum of 5-feet from tree trunks and be on 6” of ¾” aggregate above tree root zones. Transition to natural grade with topsoil.
7. ADA-compliant accessible parking and path-of-travel are included in the scope. The existing accessible parking stalls and signage need to be evaluated for current code compliance, and any necessary improvements are included in the scope.
8. All site work, grading, and paving must comply with the recommendations in the Geotechnical Report.

Site Utility Requirements:

1. Reuse existing site utilities for new building services.
2. Provide a new electrical pull box at the Point-of-Connection (POC).
3. A new water shut-off valve with a new grade box is to be provided at the Point of Connection (POC). Also, an additional valve and grade box are required at the stub ahead of building the shut-off valve for future connection.
4. New sewer cleanouts are required at Point-of-Connection (POC) in grade boxes. Provide separate cleanouts for each direction.
5. All new grade boxes are to be concrete with cast-in identification, 24” min. gravel sumps, bolt-down covers, rodent exclusion wire mesh, and 6” min. concrete collars.
6. All valves shall include operator tools.
7. Provide vehicle access and location within 20 feet of the electrical port for a trailer-mounted generator to be placed during power outages.

Floor Plan:

1. The building shall have the required ADA-compliant accessible accommodations.
2. Each toilet stall shall be an individual room with heavy-duty metal exterior doors and heavy-duty door louvers. The toilet room doors shall face the prevailing wind or windward side of the building to protect the covered area.
3. Locate all plumbing on the common wall with the plumbing chase room behind.
4. The plumbing chase room is to have a 32” exterior door, interior lighting, an epoxy-coated floor sloped to the drain, and floor drain(s).
5. A custodial room with an exterior door shall accommodate an electrical panel. Note that the code required clear space in front of all panels. Also included is a mop sink with a mop rack and a heavy-duty metal storage cabinet 24” d x 48” w x 72” h anchored to the wall.
6. A separate storage room with double 36” doors to access from the center facing the covered area is required. The approximate size of the storage room is 6 feet wide and 20 feet long, with doors in the center. Lights, power receptacles, and epoxy-coated concrete floors are required.
7. A covered area is required to extend 20 feet from the storage room wall and the width of the building with access to the storage room, open on 3 sides, with support columns at each of the two open corners. It shall be located on the leeward side of the building to provide shelter from the prevailing winds. It is to have lighting and sloped concrete to adjacent grades.

San Mateo County – Parks Dept. – San Bruno Mountain Day Use Area
Restroom Replacement and Picnic Area Upgrade Project – Planning
Facility Design Criteria

Roof:

1. The roof must have a minimum of 4:12 pitch and be a standing seam metal roof or concrete with a smooth surface and grooves for the appearance of metal roofing. Roofing to have 30-year warranty.
2. The roofing manufacturer will provide the matching flashings and fascia metal, if not concrete.
3. Provide R-30 batt insulation over all rooms in the attic. Not required over covered area.
4. No rain gutters.

Exterior Requirements:

1. Exterior to have exposed decorative masonry exterior with aesthetically pleasing pattern and texture.
    - Provide alternative pricing for masonry wainscot with stone veneer and painted cementitious siding with the appearance of wood board-and-batt siding or other alternatives and options. Refer to the RFP for additional information on options and pricing.
2. Exterior doors and frames should be heavy-duty 16-gauge powder-coated metal with reinforcement and backing to prevent crushing when door hardware bolts are tightened.
3. Door louver vents are required at all stall doors. Louvers must be heavy-duty 16-gauge powder-coated metal louvers that match the doors and are fitted with insect screening and wire grid. No vision through louvers is required.
4. Provide baby changing station signage and ADA-compliant signage at all doors that identify room use. Fabricate the signs with high-quality, rigid, UV-tolerant materials, and mount them with vandal-resistant fasteners (provide two (2) bits to the owner for each type of vandal-resistant fastener used).
5. Provide two (2) 36” x 48” bulletin boards in a protective locking case, keyed alike and keyed to the existing keyway, with vents and a corkboard interior. Place the bulletin boards according to the concept design provided. Provide a doorstop to prevent them from opening beyond 90 degrees. Bulletin boards are to be fully welded and have a powder coat finish.
6. Provide accommodations for an 80” flat panel display in a protective, heavy-duty, vandal-resistant metal enclosure with Plexiglas cover and ventilation. Include a mounting bracket. Parks will provide the display. Provide power and conduit/junction box for future cable TV service.

Interior Requirements:

1. Each toilet stall shall include a wall-hung sink (lavatory), wall-hung toilet, electric hand dryer, and sap dispenser located over the sink.
2. Interior stalls are to have non-slip concrete floors coated with high-quality epoxy, with an integral coved base and sloped to drains. Provide a room that may be easily hosed out to clean. Slope the floors so that there is no ponding water.
3. The interior finishes of all stalls must be mold-and-mildew-resistant, durable, and easily maintained. Provide one gallon of touch-up paint for each color. Parks will select the paint colors.
4. All stainless-steel grab bars to be Type 304.
5. Provide heavy-duty tempered glass framed stainless steel 24” x 36” mirrors above sink.

6. Provide a heavy-duty powder-coated coat hook on the interior face of each restroom's door. Finish to match the door.
7. Provide a wall-mounted stainless-steel trash receptacle.
8. Provide stainless steel, wall-mounted, manual liquid soap dispenser at each lavatory.
9. Provide ADA-compliant toilet paper roll holder to accommodate 2 rolls and have a round bar style.
10. Provide a “Koala Kare” baby changing station (or approved equal) in each room, including signage on the exterior to identify the room with a changing station.
11. Door Hardware at Restrooms:
    - A licensed specialty-trade professional will fabricate (and/or procure) and install the doors, frames, and hardware. (C-61/D28 or similar)
    - Toilet Rooms:
        - Schlage Lever set – Occupancy indicator with push-button lock function with key override.
            - Vandal lever break-away design.
            - Lock astragal.
        - Schlage Deadbolt with key operation only to lock for seasonal lock-down.
        - LCN long-arm door closures.
        - Heavy-duty 180-degree hinges. Provide stops/bumpers if unable to open 180 degrees due to exterior stone veneer if acceptable.
        - Locks to be keyed alike and keyway to tie into Schlage keying system.
        - Schlage L9050 with Vandlgard 06 lever set
        - ADA interior thumb latch 09-509 x L583-363
        - Occupied/Vacant outside trim indicator L283-722
        - Full size interchangeable core FSIC
        - B600 series deadbolt with B662P double cylinder deadbolt
    - Custodial Room, Plumbing Chase, and Gatehouse:
        - Schlage Lever set
            - Vandal lever break-away design.
            - Lock astragal.
        - Schlage Deadbolt with key operation only to lock for seasonal lock-down.
        - LCN long-arm door closures.
        - Heavy-duty 180-degree hinges. Provide stops/bumpers if unable to open 180 degrees due to exterior stone veneer if acceptable.
        - Locks to be keyed alike and keyway to tie into Schlage keying system.
        - Schlage L9050 with Vandlgard 06 lever set
        - ADA interior thumb latch 09-509 x L583-363
        - Full size interchangeable core FSIC
        - B600 series deadbolt with B662P double cylinder deadbolt
    - Storage Room:
        - Schlage Lever set
            - Vandal lever break-away design.
            - Lock astragal.
        - Schlage Deadbolt with key operation only to lock for seasonal lock-down.
        - LCN long-arm door closures with door sequencer.

- Heavy-duty 180-degree hinges. Provide stops/bumpers if unable to open 180 degrees due to exterior stone veneer if acceptable.
- Locks to be keyed alike and keyway to tie into Schlage keying system.
  - Storage room door to be openable by a standalone key and site master key.
- Schlage L9050 with Vandlgard 06 lever set
- ADA interior thumb latch 09-509 x L583-363
- Full size interchangeable core FSIC
- B600 series deadbolt with B662P double cylinder deadbolt

Plumbing Requirements:

1. The existing **2**" water and **4**" sewer lines will be reused for service to the new building.
2. The building will have a type 316 stainless-steel exterior-mounted high/low drinking fountain with a water bottle filler station (Elkay or approved equal). Provide a tool for vandal-resistant fasteners.
3. The building is to have an overall shut-off valve as described under "site utilities" above.
4. Each stall to have a separate shut-off valve located in the plumbing chase room.
5. Restroom sinks will receive hot and cold water.
6. Toilets must be ADA compliant, commercial grade, vitreous china, elongated bowl, wall-hung with heavy-duty carriers, and 1.28 g.p.f. with exposed top spud bowl American Standard or approved equal.
7. Toilet seats are to be commercial grade, heavy-duty, and open front. American Standard or approved equal.
8. Toilets are to have exposed manual flush valves with chrome piping and escutcheons. Royal Sloan or approved equal.
9. Lavatories (sinks) to be commercial grade, heavy-duty vitreous china, mounted on heavy-duty carriers. American Standard or approved equal.
10. Lavatories to be provided with Chicago Faucets push button operation. At buildings with water heaters, provide mixing valve for temperate water.
11. Custodial closet to have a mop sink with Chicago Faucets bucket hook. Provide hot water.
12. Provide a 60-gallon high-efficiency water heater.
13. Plumbing chase room to have a hose bib located adjacent to the access door.
14. Sewer cleanouts are required at each fixture and the end of lateral lines. All must be easily accessible.
15. All above-grade water piping is to be copper.
16. All valves to be commercial grade, heavy-duty brass.
17. Floor drains in each restroom, plumbing chase, and janitor closet.

Existing Sewer Lift Station:

1. [REQUIREMENTS FOR NEW VAULT AND LIFT STATIONS PENDING REVIEW OF EXISTING UTILITIES.]

Mechanical Requirements:

1. Provide a centralized in-line exhaust fan system as follows:
   - Ventilation to be high volume at low velocity to minimize noise.

- Fans to be minimum of 14”
- Quiet operation: 0.6 @ 2.5 Sones
- High performance: Up to 200 CFM
- Energy efficient: 22 @ 64 W
- Fans to be controlled by central timeclock with override switch.
- Ventilation ductwork to be oversized for increase volume at lower velocity and constructed of all sheet metal, externally insulated, and have accessible balancing dampers.
- Designer to include ventilation calculations of air exchanges.
- Orient the exhaust vent on the building so that it does not face picnic areas or other occupied spaces.

2. No heating is required.

Electrical Requirements:

1. Replace the existing transformer with a 200 Amp device with new conduits and conductors.
2. The panel will have a main breaker and separate circuits for the existing lift station, power receptacles, interior and exterior lights, exhaust system, each of the 4 hand dryers, and water heater.
3. Remove existing generator manual transfer switch with port and reinstall in new building. Note that the location must be within 20-feet of the generator trailer pad.
4. All light fixtures are to be LED with UL label and readily available at major suppliers.
5. Provide a minimum of 50 foot-candles inside toilet room stalls and storage room; 30 foot-candles in plumbing chase room.
6. Interior lights to be controlled with a photocell for daylight harvesting and dual sensor Watt Stopper controller or approved equal motion and infrared detection integrated into the light fixture. Detectors to be easy to adjust sensitivity.
7. Exterior recessed soffit mounted light fixtures are to provide a minimum of 30 foot-candles at all door entries.
8. Exterior lights are to be controlled with a roof-mounted central photo-cell detector that includes programming capabilities**.**
9. Add power receptacles (double duplex) in the storage room and in custodial room, and as necessary to comply with equipment service requirements. Locate adjacent to light switch at same height as light switch and locate a second at standard height.
10. No power receptacles inside restrooms.

Construction Requirements:

1. This is a Prevailing Wage Rate Project. Contractor to be DIR registered and comply with all applicable laws.
2. Contractor is required to provide and maintain all water pollution prevention and erosion control measures during construction in accordance with County’s Best Management Practices (BMP). Please refer to Attachment “B”.
3. Spill Prevention and Response:
    - Fluid spills shall not be hosed down. The Contractor shall use dry cleanup methods (absorbent materials, cat litter, and/or rags) whenever possible. If water must be used, the Contractor will be required to collect the water and spilled fluids and

dispose of it as hazardous waste. Spilled fluids shall not be allowed to soak into the ground or enter into any watercourse.
    - Spilled dry materials shall be swept up immediately. The Contractor shall not wash down or bury any dry spills. Spills on dirt areas shall be removed by digging up and properly disposing of contaminated soil. The Contractor shall report significant spills to the County immediately.
4. Contractor is required to provide tree protection per the Parks Department's requirements included as Attachment "C". Prior to any work, Contractor must meet with County Arborist to review proposed tree removal and protection requirements.
5. Contractor will be responsible to provide any temporary facilities that may be required on site to implement the work. However, Park water and power can be used at no cost to contractor. Job site trailer is not required. However, DBE may provide if desired and if it is in an approved location. DBE to have generator(s) on site and on standby due to unreliable power from PG&E.
6. There is no reliable cellular service or public wi-fi in the Park. Contractor to provide communications to support construction.
7. Contractor and its sub-contractors are required to comply with all Park rules while in the Park. Any violation of Park Rules will result in the immediate removal of person(s) from Park and project.
8. Contractor to provide notifications at least 48-hours in advanced for any planned power or water shut-offs that may affect areas beyond the building area itself.
9. Clean soil and green waste may be disposed of on-site at locations determined by County.
10. Parks will pay all County permitting fees.

Attachments:

A. Water Pollution Prevention BMP

B. Tree Protection Requirements

San Mateo County – Parks Dept. – San Bruno Mountain Day Use Area
Restroom Replacement and Picnic Area Upgrade Project – Planning
Facility Design Criteria

Attachment A – Water Pollution Prevention BMP

SAN MATEO COUNTYWIDE
Water Pollution Prevention Program
Clean Water. Healthy Community.

Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management

Non-Hazardous Materials

- ❑ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ❑ Use (but don't overuse) reclaimed water for dust control.

Hazardous Materials

- ❑ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ❑ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ❑ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ❑ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ❑ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ❑ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ❑ Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- ❑ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.)
- ❑ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- ❑ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ❑ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control

Maintenance and Parking

- ❑ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ❑ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ❑ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ❑ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- ❑ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- ❑ Keep spill cleanup materials (e.g., rags, absorbents and cat litter) available at the construction site at all times.
- ❑ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ❑ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ❑ Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter, and/or rags).
- ❑ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ❑ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ❑ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving

- ❑ Schedule grading and excavation work during dry weather.
- ❑ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ❑ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- ❑ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.
- ❑ Keep excavated soil on site and transfer it to dump trucks on site, not in the street.

Contaminated Soils

- ❑ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
  - Unusual soil conditions, discoloration, or odor.
  - Abandoned underground tanks.
  - Abandoned wells
  - Buried barrels, debris, or trash.

Paving/Asphalt Work

- ❑ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ❑ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ❑ Collect and recycle or appropriately dispose of excess abrasive gravel or sand. Do NOT sweep or wash it into gutters.
- ❑ Do not use water to wash down fresh asphalt concrete pavement.

Sawcutting & Asphalt/Concrete Removal

- ❑ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ❑ Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ❑ If sawcut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application

- ❑ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ❑ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- ❑ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

Landscaping

- ❑ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ❑ Stack bagged material on pallets and under cover.
- ❑ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

Painting & Paint Removal

Painting Cleanup and Removal

- ❑ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ❑ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ❑ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ❑ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ❑ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering

- ❑ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- ❑ Divert run-on water from offsite away from all disturbed areas.
- ❑ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ❑ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to $10,000 per day!

cpm.
Capital Program Management

Attachment B – Tree Protection Requirements

SECTION 31 1311

TREE PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Extent: Furnish all labor, material, equipment, tools, and incidentals necessary for the installation of Tree Protection measures as specified in this Section.
   1. The work includes pruning of vegetation to be protected that are affected by temporary or permanent construction.

1.2 DEFINITIONS

A. Vegetation: Shrubs, groundcovers, grass, and other plants.

B. Plant Protection Zone: Area surrounding individual trees, groups of trees, and other vegetation to be temporarily protected during construction with fencing.

C. Root zone: The root zone diameter of a tree is determined to be that area located out a distance 15 times the trunk diameter in all directions or the drip line, whichever is greater.

D. Tree Protection Zone: temporary tree protection shall extend till the edge of the root zone, unless otherwise noted and shall be fenced. At no time shall the fencing be located closer than 3-feet away from the approved foundation, retaining wall, or grade cut, whichever provides the greater distance from the tree trunk.

1.3 Tree Pruning Schedule: Submit written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
   1. Species and size of tree.
   2. Location on site plan. Include unique identifier for each.
   3. Reason for pruning.
   4. Description of pruning to be performed.
   5. Description of maintenance following pruning.

B. Reviews: Prior to proceeding with any tree removal or pruning, the Contractor shall notify the County 72 hours in advance for a review by the County Arborist.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Fencing: New or re-used chain-link, plywood, wood, or plastic, as approved by the county, minimum 4' high. Fence material shall be mounted on 2" diameter galvanized iron poles, maximum spacing 10' between poles.

B. Warning Sign: Laminated card, rigid plastic or metal sheet, minimum 8.5"x11", with attachment holes, legibly printed with non-fading letters.
   1. Sign shall clearly state "WARNING – Tree Protection Zone"

C. Topsoil: The top layer of existing soil below the grass root zone, containing minerals and organic materials including humus. Depth of topsoil shall be taken to be 2-4 inches deep or as determined by the County at the time of construction.

PART 3 – EXECUTION

3.1 PRE-CONSTRUCTION

A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross plant protection zones.

B. Existing Conditions: Review existing trees and vegetation indicated to remain on site, and document preconstruction conditions that might be misconstrued as damage caused by construction activities.

C. Documentation: Prepare written report if necessary, endorsed by arborist, listing conditions detrimental to the protection of trees and vegetation.

D. Preconstruction Meeting: Review methods and procedures related to temporary plant protection including, but not limited to:
   1. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
   2. Enforcing requirements for protection zones.

3. Field maintenance and quality control.

E. Install all protection fencing for tree and plant protection zones prior to any site preparation, demolition, or grading work.

F. Identification: Trees to be preserved shall be marked with a spot of paint. The marking is required to notify designated Inspectors that the subject tree or tree(s) are to be fenced at all times during construction.

G. Verification: Verify in writing that all preconstruction conditions noted herein have been met and are in place. Submit verification to the Architect for approval prior to any site preparation, demolition, or grading work.

3.2 PROTECTION ZONES

A. Tree and plant protection zones shall be maintained in a natural condition and not compacted. The following practices are prohibited within tree and plant protection zones:
   1. Storage of construction materials, debris, or excavated materials.
   2. Dumping of chemicals or garbage.
   3. Parking vehicles or equipment.
   4. Foot traffic.
   5. Erection of sheds or structures.
   6. Impoundment of water.
   7. Excavation or other digging unless otherwise indicated.
   8. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Prohibit heat sources, flames, ignition sources, and smoking within or near tree and plant protection zones and mulch.

C. Signage: Install warning signs in visibly prominent locations in a manner approved by the Architect or Project Arborist - in enough quantity so as to be visible from all visible sides.

D. Fencing:
   1. Fencing shall be located at the edge of the tree protection zone, unless otherwise noted on the Drawings or as approved by the Architect or Project Arborist.
   2. Fencing shall be rigidly supported and maintained during all construction periods until Final Inspection.
   3. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the tree protection zone.

4. Temporary access is permitted subject to preapproval in writing by Project Arborist if a root buffer effective against soil compaction is constructed as directed by Project Arborist. Maintain root buffer so long as access is permitted.
5. Removal of fencing shall be approved by County Arborist.

3.3 EXCAVATION

A. All cut, fill and/or foundations or walkways shall be located a minimum of 5-feet away from the outside edge of the trunk of all trees scheduled for preservation. However, the minimum distance permitted shall be 6-feet away from the outside edge of the trunk for all trees of a trunk diameter less the 2-feet. The diameter of a tree shall be measured at 4-feet and 6-inches above the surrounding grade (diameter at breast height, (DBH). Where Drawings conflict with this, immediately contact the County Project Manager.

B. Utility and Drain lines: Shall be located outside the root zone of all trees scheduled for preservation. In cases where alternative routes are not available, utility conduit, pipe, wire and drain lines shall be tunneled under major roots. Major roots are determined to be those that exceed two (2) inches in diameter. In no case shall utility lines be permitted within six
(6) feet of the trunk. Immediately contact the Architect if the Drawings conflict with this.

C. All approved construction work within the root zone of trees scheduled for preservation shall observe the following minimum tree protection:
   1. Hand trench at point or line of grade cuts closest to the trunk to expose major roots 2- inches in diameter or larger. In cases where rock or unusually dense soil prevents hand trenching, mechanical equipment may be approved by the Architect, provided that work inside the drip-line is closely supervised by the Arborist to prevent tearing or other damage to major roots.

D. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3-inches back from new construction and as required for root pruning.

E. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.4 PRUNING

A. All tree pruning and tree damage repair shall only be performed by a qualified tree care specialist, or certified tree worker. Verify all pruning with County Arborist prior to start of pruning work.
   1. Trees shall be pruned to reduce hazards and develop a strong, safe framework of branches. Trees may also be pruned for 'crown cleaning' as defined by the International Society of Arboriculture Pruning Guidelines. Any pruning beyond these activities must be authorized by the County Arborist.

3.5 REPAIR & REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
   1. Perform repairs within 24 hours.
   2. Replace vegetation that cannot be repaired and restored to full-growth pattern, as determined by Project Arborist.
   3. Replacement planting shall conform to Specification Section Landscape Planting, and soil amendments shall conform to Specification Section Soil Preparation.

B Soil Aeration: Where directed by County Arborist, aerate surface soil compacted during construction. Aerate 10 feet beyond drip line and no closer than 36 inches to tree trunk. Drill 2-inch diameter holes a minimum of 12 inches deep at 24 inches o.c. Backfill holes with an equal mix of augured soil and sand.

3.6 REGRADING

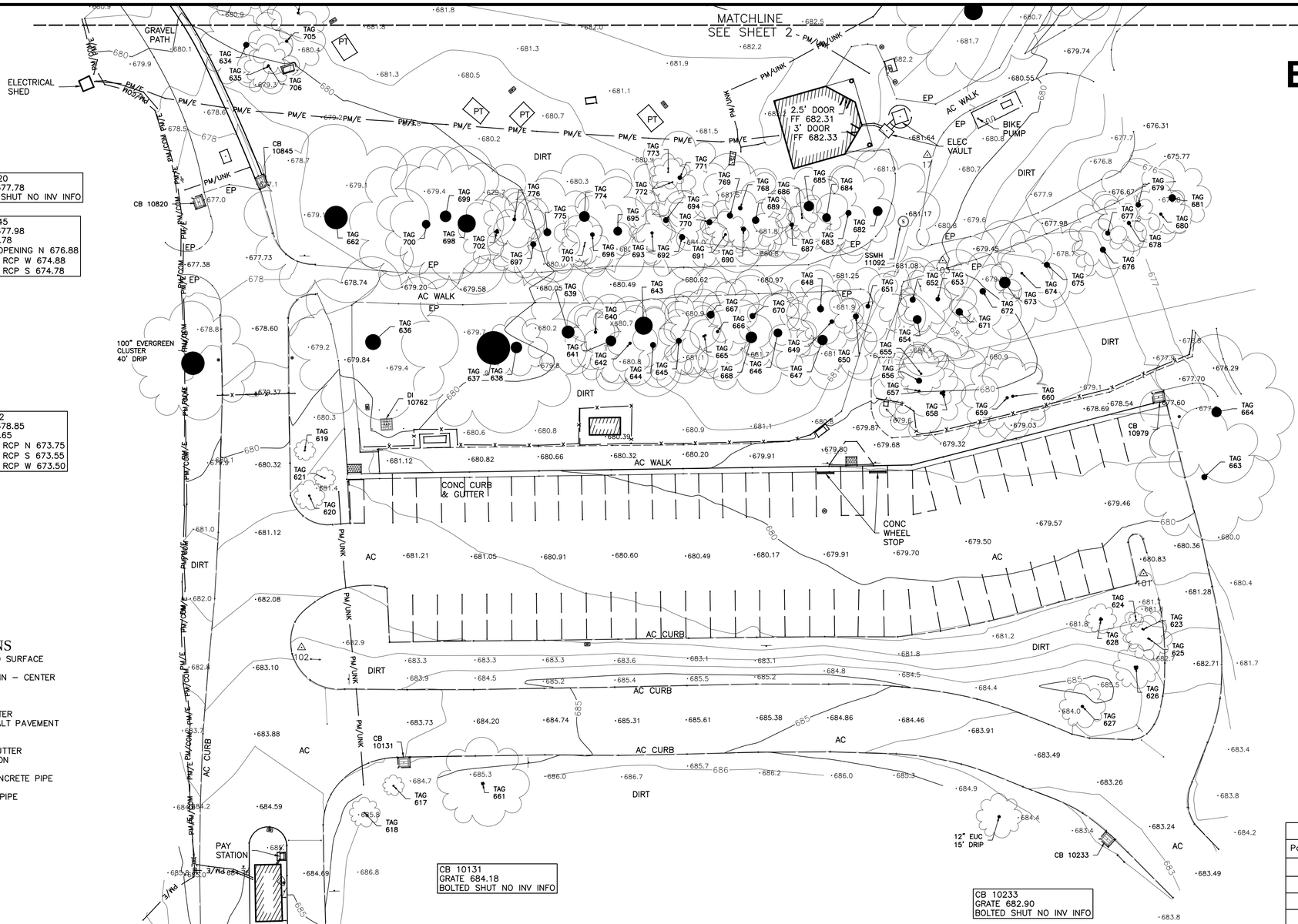
A. Lowering and raising grades: Where new finish grade is indicated below or above existing grade around trees, maintain existing grades within the Tree Protection Zone, and slope grade beyond the Tree Protection Zone.

B. Lowering grade within Tree Protection Zone: slope grade away from trees as recommended by County Arborist.

C. Minor Fill within Tree Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

END OF SECTION

EXHIBIT 2C



CB 10820
GRATE 677.78
BOLTED SHUT NO INV INFO

CB 10845
GRATE 677.98
INV 674.78
INV 6" OPENING N 676.88
INV 18" RCP W 674.88
INV 18" RCP S 674.78

DI 10762
GRATE 678.85
INV 673.65
INV 18" RCP N 673.75
INV 24" RCP S 673.55
INV 24" RCP W 673.50

SSMH 11092
RIM 681.17
INV 674..82
INV 6" VCP NE 674.82
INV 6" VCP SW 674.82

DI 10979
GRATE 678.46
INV 670.96
INV 24" RCP NW 670.96
INV 24" RCP SW 670.91

CB 10131
GRATE 684.18
BOLTED SHUT NO INV INFO

CB 10233
GRATE 682.90
BOLTED SHUT NO INV INFO

ABBREVIATIONS

AC	ASPHALT PAVED SURFACE
CB	CATCH BASIN
CC	BUILDING COLUMN – CENTER
CD	CURB DRAIN
CONC	CONCRETE
DI	DROP INLET
DRIP	DRIPLINE DIAMETER
EP	EDGE OF ASPHALT PAVEMENT
EUC	EUCALYPTUS
FF	FINISHED FLOOR
FL	FLOWLINE OF GUTTER
INV	INVERT ELEVATION
PT	PICNIC TABLE
RCP	REINFORCED CONCRETE PIPE
TC	TOP OF CURB
VCP	VITRIFIED CLAY PIPE

LEGEND

BACKFLOW PREVENTER	FLAG POLE
BARBECUE	IRRIGATION PULLBOX
BICYCLE RACK	MILE POST
BOLLARD	SIGN – SINGLE POLE
CATCH BASIN	SIGN – DOUBLE POLE
COMMUNICATIONS PULLBOX	SEWER CLEANOUT
DRINKING FOUNTAIN	SEWER MANHOLE
DROP INLET 1	VEG – TREE DRIPLINE
ELECTRIC PULLBOX	WATER VALVE
FENCE GATE POST	CONTROL POINT
FIRE HYDRANT	

TRUNCATED DOME

BUILDING

240 MAJOR CONTOUR

235 MINOR CONTOUR

LINE TYPE LEGEND

PM/COM	COMMUNICATIONS
PM/E	ELECTRICAL
PM/UNK	UNKNOWN UTILITY

GRAPHIC SCALE: 1 INCH = 20 FT

Control Point Table				
Point #	Northing	Easting	Elevation	Raw Description
17	2082067.59	6002316.19	681.42	BKF 17 Mag&Washer
100	2082244.00	6002312.90	687.68	SET REBAR&CAP
101	2081896.59	6002317.18	681.07	SET MAG&TT
102	2082011.28	6002032.74	683.21	SET REBAR&CAP
103	2082030.91	6002303.78	680.14	SET MAG&TT

NOTES:

THIS IS NOT A BOUNDARY SURVEY.

x INDICATES SPOT SHOT – NUMBERED "X" INDICATES SPECIFIC LOCATION POINTS.

EASEMENTS, IF ANY, ARE NOT SHOWN ON THIS MAP.

UNDERGROUND PIPES AND / OR UTILITY LINES DEPICTED ON THIS MAP, ARE PLOTTED FROM PAINT MARKS ON THE GROUND SURFACE AND/OR ROADWAY PAVEMENT.

ADDITIONAL UNDERGROUND PIPES AND / OR UTILITY LINES, IF ANY, NOT MARKED, ARE NOT DEPICTED ON THIS MAP.

THE ELEVATION AND CO–ORDINATE DATA DEPICTED IN THE "CONTROL POINT TABLE" IS BASED ON THE FOLLOWING:
PROJECT DATUM:
HORIZONTAL: NORTH AMERICAN DATUM OF 1983 (2011) EPOCH 2010.00
COORDINATE SYSTEM: CALIFORNIA ZONE III
VERTICAL: NORTH AMERICAN VERTICAL DATUM OF 1988.

THE TOPOGRAPHY DEPICTED ON THIS MAP WAS LOCATED WITH CONVENTIONAL SURVEYING METHODS, WITH A HORIZONTAL ACCURACY OF 0.05' +/– AND A VERTICAL ACCURACY OF 0.10'+/–.

THE TOPOGRAPHY DEPICTED ON THIS MAP WAS ACQUIRED IN THE FIELD ON APRIL 8TH, 2024

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TOPOGRAPHIC SURVEY OF
SAN BRUNO MOUNTAIN PARK
555 GUADALUPE CANYON PKWY,
BRISBANE, CA

PREPARED FOR: SAN MATEO COUNTY PARKS

SCALE	1" = 20'
DATE SURVEYED	4/8/2024
S.M.	UTM
CALCULATED	MJI
DRAWN	N/A
CHECKED	UTM

REVISIONS	BY	DATE

ISSUE DATE 4/19/2024

JOB NUMBER 17301

SHEET 1 OF 3

ABBREVIATIONS

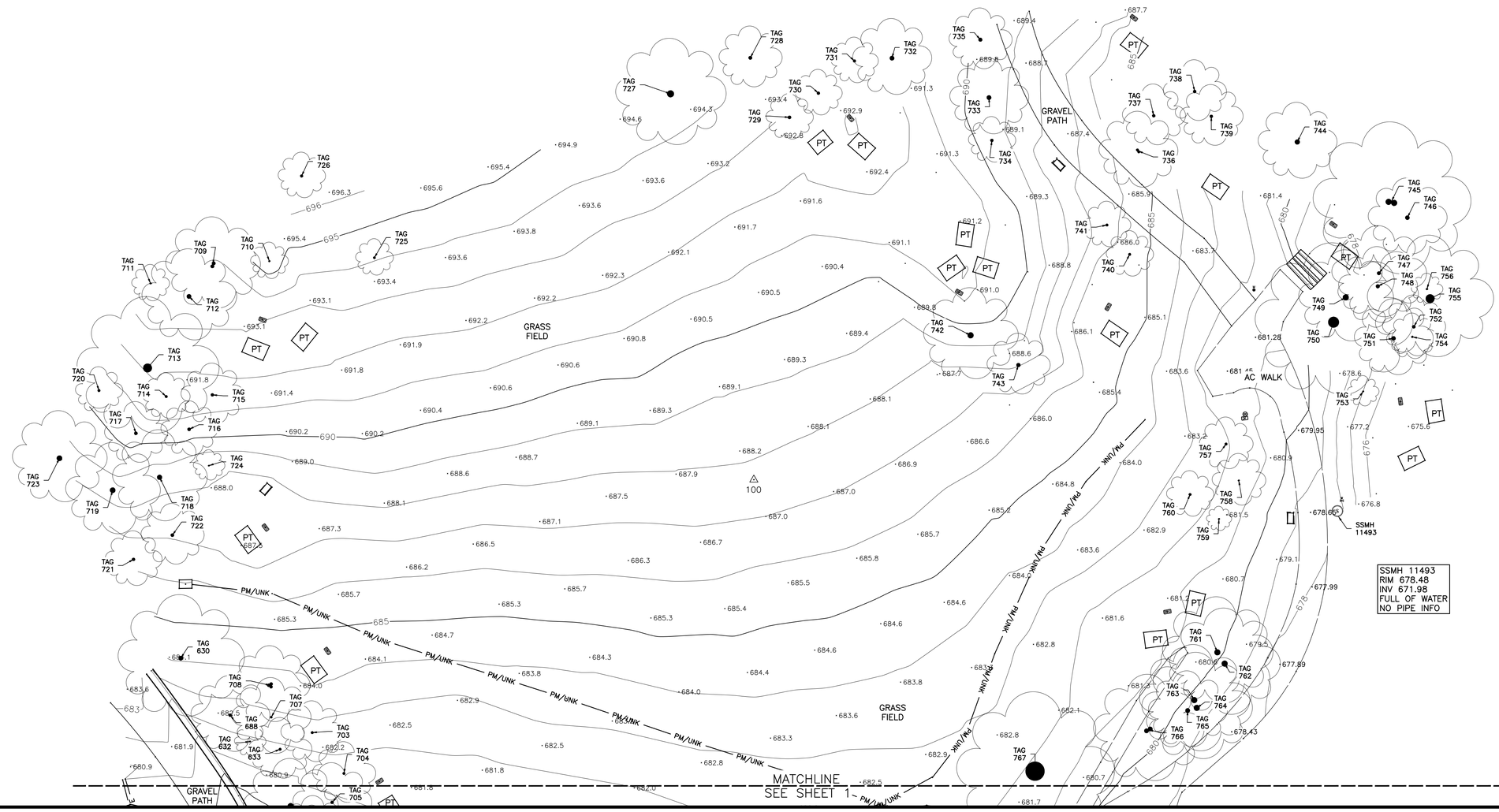
AC	ASPHALT PAVED SURFACE
CB	CATCH BASIN
CC	BUILDING COLUMN – CENTER
CD	CURB DRAIN
CONC	CONCRETE
DI	DROP INLET
DRIP	DRIPLINE DIAMETER
EP	EDGE OF ASPHALT PAVEMENT
EUC	EUCALYPTUS
FF	FINISHED FLOOR
FL	FLOWLINE OF GUTTER
INV	INVERT ELEVATION
PT	PICNIC TABLE
RCP	REINFORCED CONCRETE PIPE
TC	TOP OF CURB
VCP	VITRIFIED CLAY PIPE

LEGEND

- BACKFLOW PREVENTER
- BARBECUE
- BICYCLE RACK
- BOLLARD
- CATCH BASIN
- COMMUNICATIONS PULLBOX
- DRINKING FOUNTAIN
- DROP INLET 1
- ELECTRIC PULLBOX
- FENCE GATE POST
- FIRE HYDRANT
- FLAG POLE
- IRRIGATION PULLBOX
- MILE POST
- SIGN – SINGLE POLE
- SIGN – DOUBLE POLE
- SEWER CLEANOUT
- SEWER MANHOLE
- VEG – TREE DRIPLINE
- WATER VALVE
- CONTROL POINT
- TRUNCATED DOME
- BUILDING
- 240 MAJOR CONTOUR
- 235 MINOR CONTOUR

LINE TYPE LEGEND

- PM/COM — COMMUNICATIONS
- PM/E — ELECTRICAL
- PM/UNK — UNKNOWN UTILITY



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JOB NUMBER 17301

SHEET 2
OF 3

TAG #	TYPE	TRUNK DIA (IN)	DRIPLINE DIA (FT)
TAG 623	CLUSTER OF 2 OAK	12	15
TAG 624	OAK	4	5
TAG 625	CLUSTER OF 2 OAK	12	15
TAG 626	CLUSTER OF 4 OAK	36	15
TAG 627	OAK	12	15
TAG 628	CLUSTER OF 3 OAK	12	10
TAG 630	EVERGREEN	18	40
TAG 632	DECIDUOUS TREE	5	10
TAG 633	DECIDUOUS TREE	10	20
TAG 634	DECIDUOUS TREE	24	30
TAG 635	DECIDUOUS TREE	6	15
TAG 636	EVERGREEN	67	55
TAG 637	EVERGREEN	72	60
TAG 638	EVERGREEN	48	20
TAG 639	EUCALYPTUS	54	30
TAG 640	EUCALYPTUS	12	15
TAG 641	EVERGREEN	44	30
TAG 642	EVERGREEN	12	30
TAG 643	EUCALYPTUS	77	50
TAG 644	EVERGREEN	24	30
TAG 645	EVERGREEN	24	30
TAG 646	EVERGREEN	36	25
TAG 647	EVERGREEN	43	35
TAG 648	EUCALYPTUS	28	25
TAG 649	EUCALYPTUS	18	20
TAG 650	EUCALYPTUS	24	45
TAG 651	EUCALYPTUS	18	25
TAG 652	EUCALYPTUS	24	25
TAG 653	EUCALYPTUS	18	25
TAG 654	EVERGREEN	36	40
TAG 655	EUCALYPTUS	8	15
TAG 656	EUCALYPTUS	24	25
TAG 657	EUCALYPTUS	10	30
TAG 658	CLUSTER OF 3 12" EUCALYPTUS	36	50
TAG 659	EVERGREEN	12	30
TAG 660	EVERGREEN	12	25
TAG 661	CLUSTER OF 5 6" EVERGREEN	30	25
TAG 662	EVERGREEN	100	60
TAG 663	EVERGREEN	24	45
TAG 664	EUCALYPTUS	43	50
TAG 665	CLUSTER OF 2 9" EUCALYPTUS	18	30
TAG 666	EUCALYPTUS	12	35
TAG 667	EUCALYPTUS	32	30
TAG 668	EUCALYPTUS	48	40
TAG 670	EUCALYPTUS	24	30
TAG 671	EVERGREEN	30	40
TAG 672	EUCALYPTUS	26	25
TAG 673	EUCALYPTUS	48	40
TAG 674	EUCALYPTUS	10	20
TAG 675	EUCALYPTUS	24	30
TAG 676	EUCALYPTUS	24	20

TAG 677	EUCALYPTUS	20	25
TAG 678	EUCALYPTUS	16	20
TAG 679	EUCALYPTUS	22	30
TAG 680	EVERGREEN	12	20
TAG 681	EUCALYPTUS	30	25
TAG 682	EUCALYPTUS	40	40
TAG 683	EUCALYPTUS	24	30
TAG 684	EUCALYPTUS	36	25
TAG 685	EUCALYPTUS	43	25
TAG 686	EUCALYPTUS	7	10
TAG 687	EUCALYPTUS	17	25
TAG 688	DECIDUOUS TREE	12	25
TAG 689	EUCALYPTUS	30	25
TAG 690	EUCALYPTUS	20	25
TAG 691	EVERGREEN	10	15
TAG 692	EUCALYPTUS	25	30
TAG 693	EUCALYPTUS	12	15
TAG 694	EUCALYPTUS	24	25
TAG 695	EUCALYPTUS	36	35
TAG 696	EUCALYPTUS	18	25
TAG 697	EUCALYPTUS	24	30
TAG 698	EVERGREEN	77	50
TAG 699	EVERGREEN	48	45
TAG 700	EVERGREEN	35	50
TAG 701	EUCALYPTUS	5	15
TAG 702	CLUSTER OF 3 EUCALYPTUS	30	25
TAG 703	OAK	10	20
TAG 704	OAK	10	20
TAG 705	OAK	12	25
TAG 706	OAK	10	20
TAG 707	OAK	8	25
TAG 708	CLUSTER OF 3 12" OAK	36	25
TAG 709	CLUSTER OF 2 14" OAK	28	30
TAG 710	OAK	6	12
TAG 711	OAK	6	12
TAG 712	OAK	18	30
TAG 713	OAK	36	45
TAG 714	OAK	10	15
TAG 715	OAK	12	20
TAG 716	OAK	13	18
TAG 717	OAK	13	20
TAG 718	OAK	20	30
TAG 719	OAK	22	30
TAG 720	OAK	10	15
TAG 721	OAK	13	20
TAG 721	OAK	12	18
TAG 723	OAK	22	30
TAG 724	OAK	5	10
TAG 725	OAK	9	12
TAG 726	EVERGREEN	11	15
TAG 727	OAK	28	35
TAG 728	OAK	14	20
TAG 729	OAK	13	15
TAG 730	OAK	12	15

TAG 731	OAK	11	15
TAG 732	OAK	18	25
TAG 733	OAK	18	25
TAG 734	OAK	12	15
TAG 735	OAK	15	20
TAG 736	CLUSTER OF 2 10" OAK	20	25
TAG 737	OAK	12	20
TAG 738	OAK	12	20
TAG 739	OAK	12	20
TAG 740	OAK	10	15
TAG 741	OAK	10	15
TAG 742	OAK	24	30
TAG 743	OAK	16	20
TAG 744	OAK	20	25
TAG 745	CLUSTER 2 24" EVERGREEN	48	50
TAG 746	EVERGREEN	17	25
TAG 747	EVERGREEN	14	30
TAG 748	EVERGREEN	15	25
TAG 749	EVERGREEN	24	30
TAG 750	EVERGREEN	45	50
TAG 751	EVERGREEN	17	25
TAG 752	EVERGREEN	13	20
TAG 753	OAK	5	10
TAG 754	EVERGREEN	7	15
TAG 755	EUCALYPTUS	36	40
TAG 756	EVERGREEN	7	10
TAG 757	OAK	10	17
TAG 758	OAK	5	17
TAG 759	OAK	5	8
TAG 760	OAK	10	15
TAG 761	EUCALYPTUS	24	35
TAG 762	EUCALYPTUS	24	35
TAG 763	EUCALYPTUS	24	35
TAG 764	EUCALYPTUS	24	35
TAG 765	EUCALYPTUS	18	25
TAG 766	CLUSTER OF 2 EUCALYPTUS	36	35
TAG 767	EUCALYPTUS	80	50
TAG 768	EUCALYPTUS	18	30
TAG 769	EUCALYPTUS	24	40
TAG 770	EUCALYPTUS	24	40
TAG 771	EUCALYPTUS	18	30
TAG 772	EUCALYPTUS	6	15
TAG 773	EUCALYPTUS	5	12
TAG 774	EUCALYPTUS	45	40
TAG 775	EUCALYPTUS	32	35
TAG 776	OAK	14	20
TAG617	OAK	6	7
TAG618	OAK	6	10
TAG619	OAK	6	7
TAG620	OAK	8	10
TAG621	OAK	4	7

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SHEET 3
OF 3

J:\CONJobs\17301-San Mateo Parks\101-San Bruno Mtn Park\Office\CAD\Topo\17301-101 San Bruno Mtn Park Topo.dwg, Apr 19, 2024 - 7:57pm

EXHIBIT 2D

Geotechnical Evaluation

San Bruno Mountain Day Use Area
New Restroom and Picnic Areas
Saddle Loop Trail

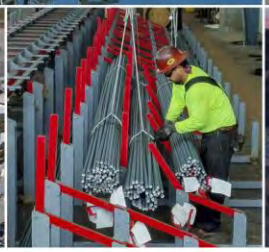
Daly City, California

Capital Program Management, Inc.
1851 Heritage Lane, Suite 210 | Sacramento, California 95815

April 19, 2024 | Project No. 404778001





Geotechnical | Environmental | Construction Inspection & Testing | Forensic Engineering & Expert Witness

Geophysics | Engineering Geology | Laboratory Testing | Industrial Hygiene | Occupational Safety | Air Quality | GIS

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

35+ YEARS

Geotechnical Evaluation
San Bruno Mountain Day Use Area New Restroom and Picnic Areas Saddle Loop Trail
Daly City, California

Mr. Matthew Estes
Project/Construction Manager
Capital Program Managements, Inc.
1851 Heritage Lane, Suite 210 | Sacramento, California 95815

April 19, 2024 | Project No. 404778001

Caleb Hodnett
Senior Project Engineer

Marlene Watson, P.E., G.E.
Principal Engineer

REGISTERED PROFESSIONAL ENGINEER
MARLENE K. WATSON
No. 2538
Exp. 12/31/25
GEOTECHNICAL
STATE OF CALIFORNIA

CJH/MKW/rk

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TABLES

FIGURES

APPENDICES

1 INTRODUCTION

In accordance with your request and authorization, we have performed a geotechnical evaluation for the San Bruno Mountain Day Use Area project located on the north side of Guadalupe Canyon Parkway, east of Saddle Loop Trail in Daly City, California (Figure 1). The purpose of our study was to assess geotechnical conditions and provide recommendations for the design and construction of the proposed improvements.

2 SCOPE OF SERVICES

The services we performed included the following:

- Reviewed readily available geologic and seismic literature pertinent to the project area including geologic maps and reports, regional fault maps, seismic hazard maps, and aerial photographs.
- Performed site reconnaissance to observe the general site conditions and to mark the proposed locations for subsurface exploration.
- Coordinated with Underground Service Alert (USA) to locate and mark underground utilities in the vicinity of the subsurface exploration locations.
- Performed utility mapping within 100 feet radius of the existing restroom area. A map of the located utilities is included in Appendix D of this report.
- Obtained a boring permit from the San Mateo County Environmental Health Services Department.
- Conducted a subsurface exploration consisting of three (3) exploratory borings advanced up to 15 feet below existing grade. A representative of Ninyo & Moore logged the subsurface conditions exposed in the borings and collected bulk and relatively undisturbed soil samples for laboratory testing. The borings were backfilled with cement grout, in compliance with the San Mateo County Environmental Health Services Department.
- Performed laboratory testing of selected soil samples to evaluate the geotechnical properties of the subsurface materials including in-situ soil moisture content and density, particle size distribution, Atterberg limits, unconfined compressive strength, expansion index and soil corrosivity.
- Performed data compilation and engineering analysis of the information obtained from our background review, subsurface evaluation, and laboratory testing.
- Prepared this geotechnical report presenting our findings and conclusions regarding the subsurface conditions encountered at the project site, and our geotechnical recommendations for the design and construction of the proposed improvements.

3 SITE DESCRIPTION AND BACKGROUND

The project site is located on the north side of Guadalupe Canyon Parkway, east of Saddle Loop Trail in Daly City, California. (Figure 1) at about 37.697548 degrees north latitude and 122.433571 degrees west longitude. The site consists of a grassed lot with picnic tables along the west and east sides of the site. The existing restrooms are located in the southeast area of the site. The site is bounded to the east by Saddle Loop Trail, to the west and north by undeveloped land and to the south by the day use area parking lot. The project site is currently occupied by a landscaped park area. The site slopes downward to the south-southwest with elevations ranging from approximately 688 to 683 feet above mean sea level [MSL] (Google Earth, 2023).

4 PROJECT DESCRIPTION

Based upon the information provided to us, we understand that the project will consist of a new restroom facility to be constructed at the location of the existing restroom facility and upgrades to the adjacent picnic areas.

5 SUBSURFACE EVALUATION AND LABORATORY TESTING

Our field exploration included a site reconnaissance and subsurface exploration of the project site. The subsurface exploration was conducted on March 18, 2024, and consisted of three exploratory borings. The locations of the borings are presented on Figure 2. Prior to commencing the subsurface evaluation, USA was notified for field marking of existing utilities.

The borings were advanced to depths of up to approximately 15 feet below the existing grade with a truck-mounted drill rig equipped with solid-stem augers. A representative of Ninyo & Moore logged the subsurface conditions exposed in the borings and collected relatively undisturbed and bulk soil samples from the borings. The samples were then transported to our geotechnical laboratory for further visual characterization and testing. The borings were backfilled with grout after completion of drilling in accordance with the boring permit. Soil cuttings generated during drilling were thinly spread across the surface of the site in the vicinity of the borings. Descriptions of the subsurface materials encountered are presented in the following sections. Detailed logs of the borings and a description of sampling procedures is presented in Appendix A.

Laboratory testing of selected soil samples recovered from the borings included tests to evaluate in-situ soil moisture content and dry density, particle size distribution, Atterberg limits, unconfined compressive strength, expansion index, and soil corrosivity. The results of the in-place moisture content and dry density tests are shown at the corresponding sample depths on the boring logs in Appendix A. The results of the other geotechnical laboratory tests performed are presented in

Appendix B. Testing and a brief evaluation were conducted by CERCO Analytical on one sample of near-surface soil for corrosivity. The results of corrosivity testing are presented in Appendix C.

6 GEOLOGIC AND SUBSURFACE CONDITIONS

6.1 Regional Geologic Setting

The site is located near the northern end of the San Francisco Peninsula approximately 2.3 miles west of the western shore of San Francisco Bay in the Coast Ranges geomorphic province of California. The Coast Ranges are comprised of several mountain ranges and structural valleys formed by tectonic processes commonly found around the Circum-Pacific belt. Basement rocks have been sheared, faulted, metamorphosed, and uplifted, and are separated by thick blankets of Cretaceous and Cenozoic sediments that fill structural valleys and line continental margins. The San Francisco Bay Area has several ranges that trend northwest, parallel to major strike-slip faults such as the San Andreas, Hayward, and Calaveras (Figure 3). San Francisco Bay is a northwest trending structural depression that lies between the San Andreas Fault to the west and the Hayward fault to the east. Major tectonic activity associated with these and other faults within this regional tectonic framework consists primarily of right-lateral, strike-slip movement.

6.2 Site Geology

Published geologic maps (Bonilla, 1998) indicate that the site is underlain by Pleistocene slope debris and ravine fill. Bonilla describes this unit as stony, silty to sandy clay; locally silty to clayey sand or gravel; yellowish-orange to medium gray, unstratified or poorly stratified.

The slope debris and ravine fill are underlain by the Franciscan Assemblage, undivided. Bonilla describes this assemblage as mostly greywacke and shale, may be variably sheared. A map of regional geology is presented as Figure 4.

6.3 Subsurface Conditions

In general, the site is underlain by moist to wet, stiff sandy silt with some clay and gravel and moist. stiff silty clay with some sand and gravel, consistent with the regional mapping of slope debris and ravine fill.

Bedrock of the Franciscan Complex was encountered in each of the borings below the slope debris and ravine fill at depths ranging from approximately 2¼ feet to 8 feet below the existing ground surface extending to the maximum depth explored of approximately 15 1/2 feet. The bedrock encountered generally consisted of yellowish-brown and reddish-brown, moist, weathered sandstone.

Detailed descriptions of the materials encountered in our borings are presented on the boring logs in Appendix A.

6.4 Groundwater

Apparent perched groundwater was observed at a depth of approximately 8 feet in boring B-2 at the time of drilling. Groundwater was not observed in borings B-1 and B-3 during our subsurface exploration. However, groundwater may rise to a higher level due to the relatively low seepage rate in clay and the limited time for observation. Fluctuations in the groundwater level may occur due to seasonal precipitation, variations in topography or subsurface hydrogeologic conditions, or as a result of changes to nearby irrigation practices or groundwater pumping. In addition, seeps may be encountered at elevations above the historic high groundwater levels due to perched groundwater conditions, leaking pipes, preferential drainage, or other factors not evident at the time of our exploration.

7 GEOLOGIC HAZARDS AND GEOTECHNICAL CONSIDERATIONS

This study considered a number of potential geologic hazards and geotechnical considerations relevant to the proposed construction on the subject site, including seismic hazards, slope stability, expansive soils, static settlement, excavation characteristics, and soil corrosivity. These issues are discussed in the following subsections.

7.1 Seismic Hazards

The seismic hazards considered in this study include the potential for ground rupture due to faulting, seismic ground shaking, liquefaction, and dynamic settlement. These potential hazards are discussed in the following subsections.

7.1.1 Historical Seismicity

The site is located in a seismically active region. Figure 3 presents the location of the site relative to the epicenters of historic earthquakes with magnitudes of 5.5 or more from 1800 to 2000. Records of historic ground effects related to seismic activity (e.g. liquefaction, sand boils, lateral spreading, and ground cracking) compiled by Knudsen et al. (2000), indicate that ground effects related to historic seismic activity have not been reported for the site; however, a point about 1.2 miles southwest of the site is recorded as having historic landsliding.

7.1.2 Faulting and Ground Surface Rupture

California lies along the boundary between the North American and Pacific tectonic plates. Movement along the plate boundary can generate earthquakes and has created zones of deformation within the Earth's crust. These zones include various types of complex geologic structures and geomorphic features such as folds, faults, sag ponds, shutter ridges, linear valleys, and scarps. During moderate to large magnitude earthquakes, the ground can rupture along well-defined zones of deformation where faults intersect the Earth's surface.

The site is not located within an Alquist-Priolo Earthquake Fault Zone established by the California State Geologist (CGS, 2018) to delineate regions of potential ground surface rupture adjacent to active faults. As defined by the California Geological Survey (CGS), active faults are faults that have caused surface displacement within Holocene time, or within approximately the last 11,700 years (CGS, 2007 and 2018). The closest fault rupture hazard fault zone is the San Andreas fault zone, which is located about 3.7 miles southwest of the site (Figure 3). The nearest mapped fault to the site is the City College fault, which lies about one mile northeast of the project site. The City College fault is not considered active.

Based on our review of the referenced seismic hazard and geologic maps, known active faults are not mapped on the site, and the site is not located within a fault-rupture hazard zone. Therefore, the probability of damage from surface fault rupture is considered to be low.

The site is located near the San Andreas Fault and has a significant potential for seismic shaking due to its close proximity to this major tectonic boundary. The accumulation of stress along the fault's locked segments results in periodic release of energy through earthquakes. As a result, the site faces an increased risk of experiencing ground shaking during seismic events.

7.1.3 Liquefaction and Strain Softening

The strong vibratory motions generated by earthquakes can trigger a rapid loss of shear strength in saturated, loose, granular soils of low plasticity (liquefaction) or in wet, sensitive, cohesive soils (strain softening). Liquefaction and strain softening can result in a loss of foundation bearing capacity or lateral spreading of sloping or unconfined ground. Liquefaction can also generate sand boils leading to subsidence at the ground surface. Liquefaction (or strain softening) is generally not a concern at depths more than 50 feet below ground surface. The site is not located within a liquefaction hazard zone established by the State Geologist (CGS, 2000a). The seismic hazard zones for the site vicinity are presented on Figure 5. Regional studies of liquefaction susceptibility (Knudsen et al., 2000) indicate that the

liquefaction susceptibility at the site is very low. Liquefaction is not considered a design consideration.

7.2 Slope Stability

Regional landslide mapping in the seismic hazard zone report compiled by the California Geological Survey (CGS, 2021) depicts two landslides approximately 1.1 and 1.2 miles west of the subject site. The project site is not depicted as lying within a landslide hazard area. Therefore, landsliding and slope stability are not design considerations.

7.3 Expansive Soil

Some clay minerals undergo volume changes upon wetting or drying. Unsaturated soil containing those minerals will shrink/swell with the removal/addition of water. The heaving pressures associated with this expansion can damage structures and flatwork. Laboratory testing was performed on samples of the near-surface soil to evaluate the Atterberg limits and expansion index. The Atterberg limits test was performed in accordance with American Society of Testing and Materials (ASTM) Standard D 4318. The expansion index test was performed in accordance with ASTM Standard D 4829. The results of our Atterberg limits test indicates the near-surface soils exhibit a plasticity index (PI) of 21, which is indicative of a moderate expansion characteristic. The results of our expansion index test indicate that the expansion index of the sample tested was 50. This result is indicative of a low expansion characteristic.

7.4 Static Settlement

Based on documents provided, we understand that the proposed improvements do not include grading that will raise grades at the site. The sustained loads for the proposed structure are expected to be relatively light. We anticipate, therefore, that the total static settlement of shallow foundations due to sustained loads will be up to 1 inch with differential settlement of ½ inch across the building footprint, provided the recommendations presented in this report are followed.

7.5 Excavation Characteristics

We anticipate that the project will involve excavations for foundations and open pits or trenches for utilities of up to about 5 feet in depth. The near surface materials encountered during our subsurface exploration over this interval generally consisted of stiff sandy silt and silty clay and weathered sandstone. We anticipate that conventional earthmoving equipment in good working condition should be able to make the proposed excavations. Excavations may encounter obstructions consisting of cobbles, over-sized materials, or cemented bedrock that may require

special handling or demolition equipment for removal. Gravel and cobbles or other obstructions may impede cutting neat excavations. Use of forms to construct footings should be anticipated.

Near-vertical temporary cuts in the near surface deposits up to 4 feet in depth should remain stable for a limited period of time. However, sloughing of the materials exposed on the excavation sidewall may occur, particularly if the excavation extends near the groundwater level, encounters granular soil, is exposed to water, or if the sidewall is disturbed during construction operations. Excavation subgrade may become unstable if exposed to wet conditions. Recommendations for excavation stabilization are presented. Excavated materials may also be wet and need to be dried out before reuse as fill.

7.6 Corrosive/Deleterious Soil

Corrosivity analysis was performed by CERCO Analytical, Inc. of Concord, California on samples of the near-surface soil. As reported by CERCO Analytical, the samples were determined to be "moderately corrosive" based on resistivity test results. CERCO Analytical' s report (see Appendix C) included the following recommendation: "All buried iron, steel, cast iron, ductile iron, galvanized steel and dielectric coated steel or iron should be properly protected against corrosion depending upon the critical nature of the structure. All buried metallic pressure piping such as ductile iron firewater pipelines should be protected against corrosion."

The results for sulfate ion testing indicate that it is not sufficient to damage buried reinforced concrete structures or cement mortar-coated steel.

Please refer to the CERCO Analytical report included in Appendix C for more information regarding their test results and brief evaluation.

8 CONCLUSIONS

Based on our review of the referenced background data, site reconnaissance, subsurface evaluation, and laboratory testing, it is our opinion that the proposed construction is feasible from a geotechnical standpoint. Geotechnical considerations include the following:

- The subsurface conditions encountered during our exploration generally consisted of moist to wet stiff sandy silt with some clay and gravel and moist stiff silty clay with some clay and gravel underlain by weathered sandstone.
- The site could experience a relatively large degree of ground shaking during a significant earthquake event on a nearby fault.
- Apparent perched groundwater was observed at a depth of approximately 8 feet in boring B-2 at the time of drilling. Groundwater was not observed in borings B-1 and B-3 during our

subsurface exploration. Variations in the groundwater level across the site and over time should be anticipated.

- Static settlement should be tolerable for the proposed improvements provided that the proposed structures are supported on foundations that conform to our recommendations and fill placement to raise grades is less than 2 feet in height.
- Expansion Index and Atterberg limit testing indicates that the near-surface soil on site has a low to moderate expansion characteristic.
- Laboratory corrosion testing indicates that the near-surface site soils are considered moderately corrosive. A corrosion engineer should be consulted to provide specific guidance on protective measures to mitigate corrosion.

9 RECOMMENDATIONS

The following guidelines should be used in the preparation of the construction plans. The project plans and specifications should be reviewed by Ninyo & Moore prior to construction bidding to check for consistency with these recommendations.

9.1 Seismic Design Criteria

Table 1 presents the Risk-Targeted, Maximum Considered Earthquake (MCER) spectral response accelerations consistent with the 2022 California Building Code and corresponding site-adjusted and design level spectral response accelerations based on the USGS seismic design maps (SEAOC/OSHPD, 2023).

According to the shear-wave velocity in the upper 30 meters of surficial geology map provided by California Department of Conservation (DOC, 2020), the shear wave velocity in the upper 30 meters is about 730 m/s. According to ASCE 7-16, Table 20.3-1, the site is classified as D, defined as stiff soil.

Table 1 – California Building Code Seismic Design Criteria

Seismic Design Parameter Evaluated for 37.697548° North Latitude, 122.433571°West	Value
Site Classification	D-Stiff Soil
Site Coefficient, F_a	1.2
Site Coefficient, F_v	--
Mapped Spectral Response Acceleration at 0.2-second Period, S_s	1.823g
Mapped Spectral Response Acceleration at 1.0-second Period, S_1	0.746g
Spectral Response Acceleration at 0.2-second Period Adjusted for Site Class, S_{MS}	2.187g
Spectral Response Acceleration at 1.0-second Period Adjusted for Site Class, S_{M1}	--
Design Spectral Response Acceleration at 0.2-second Period, S_{DS}	1.458g
Design Spectral Response Acceleration at 1.0-second Period, S_{D1}	--
Seismic Design Category for Risk Category I, II, or III[1]	D

Notes:
1. Based on simplified design procedure of Section 12.14 and Table 11.6-1 of ASCE 7-16.

9.2 Earthwork Recommendations

Earthwork should be performed in accordance with the requirements of applicable governing agencies and the recommendations presented below. The geotechnical consultant should observe earthwork operations. Evaluations performed by the geotechnical consultant during the course of operations may result in new recommendations, which could supersede the recommendations in this section.

9.2.1 Pre-Construction Conference

We recommend that a pre-construction conference be held to discuss the grading recommendations presented in the report. Representatives of the parks department, the architect, the engineer, Ninyo & Moore, and the contractor should be in attendance to discuss project schedule and earthwork requirements.

9.2.2 Site Preparation

Site preparation should begin with the removal of vegetation, utility lines, debris and other deleterious materials from areas to be graded. Tree stumps and roots should be removed to such a depth that organic material is generally not present. Clearing and grubbing should extend to the outside of the proposed excavation and fill areas. Rubble and excavated materials that do not meet criteria for use as fill should be disposed of in an appropriate landfill. Existing utilities in the work area should be relocated away from the proposed structures. Existing utilities to be abandoned should be removed, crushed in place, or backfilled with grout.

Excavations resulting from removal of existing building foundations, buried utilities, tree stumps, or obstructions should be backfilled with compacted fill in accordance with the recommendations presented in the following sections.

9.2.3 Observation and Removals

Prior to placement of fill, or the placement of forms or reinforcement for foundations, the client should request an evaluation of the exposed subgrade by Ninyo & Moore. Materials that are considered unsuitable shall be excavated under the observation of Ninyo & Moore in accordance with the recommendations provided in this section or supplemental recommendations by the geotechnical engineer. Some moisture conditioning of soils may be required for the near-surface wet soils encountered in boring B-2.

Unsuitable materials include, but may not be limited to dry, loose, soft, wet, expansive, organic, or compressible natural soil, and undocumented or otherwise deleterious fill materials. Unsuitable materials should be removed from trench bottoms and below bearing surfaces to a depth at which suitable foundation subgrade, as evaluated in the field by Ninyo & Moore, is exposed.

9.2.4 Material Recommendations

Materials used during earthwork, grading, and paving operations should comply with the requirements listed in Table 2. Materials should be evaluated by the geotechnical engineer for suitability prior to use. The contractor should notify the geotechnical consultant 72 hours prior to import of materials or use of on-site materials to permit time for sampling, testing, and evaluation of the proposed materials. On-site materials may need to be dried out before re-use as fill. The contractor should be responsible for the uniformity of import material brought to the site.

Table 2 – Recommended Material Requirements

Material and Use	Source	Requirements[1,2]
General Fill: Import - for uses not otherwise specified	Import	Close-graded with 35 percent or more passing No. 4 sieve and either: Expansion Index of 50 or less, Plasticity Index of 12 or less, or less than 10 percent, by dry weight, passing No. 200 sieve
	On-site borrow	No additional requirements[1]
Aggregate Subbase	Import	Class II; CSS[4] Section 25-1.02
Aggregate Base	Import	Class II; CSS[4] Section 26-1.02
Controlled Low Strength Material (CLSM)	Import	CSS[4] Section 19-3.02F
Pipe/Conduit Bedding and Pipe Zone Material -material below pipe invert to 12 inches above pipe	Import	90 to 100 percent (by mass) should pass No. 4 sieve, and 5 percent or less should pass No. 200 sieve
Trench Backfill - above bedding material	Import or on-site borrow	As per general fill and excluding rock/lumps retained on 4-inch sieve or 2-inch sieve in top 12 inches

Notes:
1 In general, fill should be free of rocks or lumps in excess of 4 inches in diameter, trash, debris, roots, vegetation or other deleterious material.
2 In general, import fill should be tested or documented to be non-corrosive[3] and free from hazardous materials in concentrations above levels of concern.
3 Non-corrosive as defined by the Caltrans Corrosion Guidelines (Caltrans, 2018a).
4 CSS is California Standard Specifications (Caltrans, 2018b).

9.2.5 Subgrade Preparation

Subgrade in trenches and below flatwork or fill should be prepared as per the recommendations in Table 3. Prepared subgrade should be maintained in a moist (but not saturated) condition by the periodic sprinkling of water prior to placement of additional overlying fill. Subgrade that has been permitted to dry out and loosen or develop desiccation cracking, should be scarified, moisture-conditioned, and recompacted as per the requirements above.

Table 3 – Subgrade Preparation Recommendations	
Subgrade Location	**Source**
Below fill, slabs, and flatwork	• After clearing per Section 9.2.2, check for unsuitable materials as per Section 9.2.3. • Scarify top 8 inches then moisture-condition and compact as per Section 9.2.6. • Keep in moist condition by sprinkling water.
Utility Trenches	• After clearing per Section 9.2.2, check for unsuitable materials as per Section 9.2.3. • Remove or compact loose/soft material.

9.2.6 Fill Placement and Compaction

Fill and backfill should be compacted in horizontal lifts in conformance with the recommendations presented in Table 4. The allowable uncompacted thickness of each lift of fill depends on the type of compaction equipment utilized, but generally should not exceed 8 inches in loose thickness.

Table 4 – Fill Placement and Compaction Recommendations			
Fill Type	**Location**	**Compacted Density[1]**	**Moisture Content[2]**
Subgrade	Flatwork, or fill and in locations not already specified	90 percent	+ 2 percent or above
General Fill	In locations not already specified	90 percent	+ 2 percent or above
Bedding and Pipe Zone Fill	Material below invert to 12 inches above pipe or conduit	90 percent	Near Optimum
Trench Backfill	Top 18 inches below finish subgrade for areas subject to vehicular loading	95 percent	+ 2 percent or above
	In locations not already specified	90 percent	+ 2 percent or above
Aggregate Base	Below hardscape	95 percent	Near Optimum

Notes:
1 Expressed as percent relative compaction or ratio of field density to reference density (typically on a dry density basis for soil and aggregate). The reference density of soil and aggregate should be evaluated by ASTM D 1557.
2 Target moisture content at compaction relative to the optimum as evaluated by ASTM D 1557.

Compacted fill should be maintained in a moist (but not saturated) condition by the periodic sprinkling of water prior to placement of additional overlying fill. Fill that has been permitted to dry out and loosen or develop desiccation cracking, should be scarified, moisture-conditioned, and recompacted as per the requirements above.

9.2.7 Temporary Excavations and Shoring

Trench excavations shall be stabilized in accordance with the Excavation Rules and Regulations (29 Code of Federal Regulations [CFR], Part 1926) stipulated by the Occupational Safety and Health Administration (OSHA). Stabilization shall consist of shoring sidewalls or laying slopes back.

Dewatering pits or sumps should be used to depress the groundwater level (if encountered) below the bottom of the excavation. Table 5 lists the OSHA material type classifications and corresponding allowable temporary slope layback inclinations for soil deposits that may be encountered on site. Alternatively, an internally-braced shoring system or trench shield conforming to the OSHA Excavation Rules and Regulations (29 CFR, Part 1926) may be used to stabilize excavation sidewalls during construction. The lateral earth pressures listed in Table 5 may be used to design or select the internally-braced shoring system or trench shield. The recommendations listed in this table are based upon the limited subsurface data provided by our exploratory borings and reflect the influence of the environmental conditions that existed at the time of our exploration. Excavation stability, material classifications, allowable slopes, and shoring pressures should be re-evaluated and revised, as-needed, during construction. Excavations, shoring systems and the surrounding areas should be evaluated daily by a competent person for indications of possible instability or collapse.

Table 5 – OSHA Material Classifications and Allowable Slopes

Formation	OSHA Classification	Allowable Temporary Slope[1,2,3]	Lateral Earth Pressure on Shoring[4] (psf)
Slope debris and ravine fill (above groundwater)	Type C	1½ h:1v (34°)	80×D + 72

Notes:

1 Allowable slope for excavations less than 20 feet deep. Excavation sidewalls in cohesive soil may be benched to meet the allowable slope criteria (measured from the bottom edge of the excavation). The allowable bench height is 4 feet. The bench at the bottom of the excavation may protrude above the allowable slope criteria.
2 In layered soil, layers shall not be sloped steeper than the layer below.
3 Temporary excavations less than 5 feet deep may be made with vertical side slopes and remain unshored if judged to be stable by a competent person (29 CFR, Part 1926.650).
4 'D' is depth of excavation for excavations up to 20 feet deep. Includes a surface surcharge equivalent to two feet of soil.

The shoring system should be designed or selected by a suitably qualified individual or specialty subcontractor. The shoring parameters presented in this report are preliminary design criteria, and the designer should evaluate the adequacy of these parameters and make appropriate modifications for their design. We recommend that the contractor take

appropriate measures to protect workers. OSHA requirements pertaining to worker safety should be observed.

Excavations made in close proximity to existing structures may undermine the foundation of those structures and/or cause soil movement related distress to the existing structures. Stabilization techniques for excavations in close proximity to existing structures will need to account for the additional loads imposed on the shoring system and appropriate setback distances for temporary slopes. The geotechnical engineer should be consulted for additional recommendations if the proposed excavations cross below a plane extending down and away from the foundation bearing surfaces of the adjacent structure at an angle of 2:1 (horizontal to vertical).

The excavation bottoms may encounter wet, loose material, which may be subject to pumping under heavy equipment loads. The contractor should be prepared to stabilize the bottom of the excavations. In general, unstable bottom conditions may be mitigated by using a stabilizing geogrid, overexcavating the excavation bottom to suitable depths and replacing with compacted fill, or other suitable method. Additionally, aeration of wet soils should be anticipated.

9.2.8 Utility Trenches

Trenches constructed for the installation of underground utilities should be stabilized in accordance with our recommendations in Section 9.2.7. Utility trenches should be backfilled with materials that conform to our recommendations in Section 9.2.4. Trench backfill, bedding, and pipe zone fill should be compacted in accordance with Section 9.2.6 of this report. Bedding and pipe zone fill should be shoveled under pipe haunches and compacted by manual or mechanical, hand-held tampers. Trench backfill should be compacted by mechanical means. Densification of trench backfill by flooding or jetting should not be permitted.

To reduce potential for moisture intrusion into the building envelope, we recommend plugging utility trenches at locations where the trench excavations cross under a building perimeter. The trench plug should be constructed of a compacted, fine-grained, cohesive soil that fills the cross-sectional area of the trench for a distance equivalent to the depth of the excavation. Alternatively, the plug may be constructed of concrete or CLSM.

9.2.9 Rainy Weather Considerations

Earthwork and foundation construction should be performed during the period between approximately April 15 and October 15 to avoid the rainy season. In the event that grading is performed during the rainy season, the plans for the project should be supplemented to include a stormwater management plan prepared in accordance with the requirements of the relevant agency having jurisdiction. The plan should include details of measures to protect the subject property and adjoining off-site properties from damage by erosion, flooding or the deposition of mud, debris, or construction-related pollutants, which may originate from the site or result from the grading operation. The protective measures should be installed by the commencement of grading, or prior to the start of the rainy season. The protective measures should be maintained in good working order unless the project drainage system is installed by that date and approval has been granted by the building official to remove the temporary devices.

In addition, construction activities performed during rainy weather may impact the stability of excavation subgrade and exposed ground. Temporary swales should be constructed to divert surface runoff away from excavations and slopes. Steep temporary slopes should be covered with plastic sheeting during significant rains. The geotechnical consultant should be consulted for recommendations to stabilize the site as-needed.

9.3 Structure Foundations

Based on the results of our field and laboratory evaluations, it is our opinion that the proposed restroom can be supported on spread footings or mat foundation. Foundations should be designed in accordance with structural considerations and the following recommendations. In addition, requirements of the appropriate governing jurisdictions and applicable building codes should be considered in design of the structures.

9.3.1 Footing Foundation

The proposed structure may be designed for a net allowable bearing capacity of 2,000 pounds per square foot (psf) presuming that the foundation is constructed per the recommendations in this report. This allowable bearing capacity includes a factor of safety of 2 and may be increased by one-third when considering wind or seismic loading combinations. Shallow foundations should have a minimum width of 24 inches and a minimum depth of the foundation base below adjacent grade of 24 inches.

The proposed structure should be designed for a total settlement of 1-inch due to sustained loads and a differential settlement of ½-inch across the structure, estimated to be up to a 40-foot span.

The footing and slab reinforcement should be designed and detailed by the structural engineer based on the anticipated loading and usage. Recommendations for concrete and concrete cover over reinforcing steel are presented in Section 9.5. Masonry briquettes or plastic chairs should be used to aid in the correct placement of slab reinforcement.

A friction coefficient of 0.35 and a lateral bearing pressure of 350 psf per foot of embedment depth may be used to evaluate foundation resistance to lateral loads. The lateral bearing pressure should be neglected to a depth of 12 inches where the ground adjacent to the foundation is not covered by a slab or pavement. The lateral bearing pressure may be increased by one-third when considering loads of short duration such as wind or seismic forces.

9.3.2 Mat Foundation

The proposed restroom may be founded on a mat foundation supported on native material or newly placed fill, using an allowable bearing capacity of 2,000 pounds psf. This allowable bearing capacity may be increased by one-third when considering loads of a short duration such as wind or seismic forces. Thickness and reinforcement of the mat foundation should be in accordance with the recommendations of a structural engineer.

Mat foundations typically experience some deflection due to loads placed on the mat and the reaction of the soils underlying the mat. A design coefficient of subgrade reaction, K_{v1}, of 110 pounds per cubic inch (pci) may be used for evaluating such deflections at the building site. This value is based on a unit square foot area and should be adjusted for the planned mat size. The coefficient of subgrade reaction K_b for a mat of a specific width, may be evaluated using the following equation, where b is the width of the foundation.

$$K_b = K_{v1}[(b+1)/2b]^2$$

9.3.3 Slabs-on-Grade

Building floor slabs should be designed by the project structural engineer based on the anticipated loading conditions. Building floor slabs should be underlain by compacted

engineered soil prepared in accordance with the recommendations presented in this report. We recommend that slabs be, at a minimum, 6 inches thick and reinforced with No. 3 steel reinforcing bars placed 24 inches on-center (each way) placed near the mid-height of the slab. The placement of the reinforcement in the slab is vital for satisfactory performance. The floor slab and foundations should be tied together by extending the slab reinforcement into the foundations. The slab should be underlain by a 4-inch-thick capillary break (consisting of either sand or crushed rock) overlain by a polyethylene vapor retarder (with a thickness of 15 mils or more). The steel reinforcements for the floor slab shall be placed on the vapor retarder using chairs, as appropriate. The vapor retarder is recommended in areas where moisture-sensitive floor coverings are anticipated. Soils underlying the slabs should be moisture-conditioned and compacted in accordance with the recommendations presented in this report prior to concrete placement. Joints should be constructed at intervals designed by the structural engineer to help reduce random cracking of the slab.

9.4 Pavements and Flatwork

Recommendations for pavement and exterior flatwork are presented in the following sections. A design R-value of 10 was selected considering the subsurface soil conditions encountered in the exploratory borings. The pavement subgrade should be evaluated by the geotechnical engineer during grading to check the finish subgrade for consistency with the assumed condition. Laboratory testing of R-value may be needed, based on these observations, with subsequent revision to the pavement sections.

Finish subgrade for pavement and flatwork should be scarified and moisture conditioned as needed to achieve a moisture content about 2 percentage points above the optimum, before compaction, by mechanical means, to 90 percent or more of ASTM D1557 reference density on a dry density basis for flatwork that is not subject to vehicular loading and 95 percent of the reference density for pavement and flatwork that is subject to vehicular loading. Finish subgrade for pavement should be proof-rolled with a loaded water truck under the observation of the geotechnical engineer after compaction. Yielding subgrade should be mitigated in accordance with the field recommendations of the engineer. Aggregate base and subbase for pavement and flatwork should be placed and compacted in lifts by vibrating plates, smooth drum rollers, or mechanical tampers, to 95 percent of the ASTM D1557 reference density on a dry density basis. The allowable lift thickness is influenced by the type of compaction equipment utilized but generally should not exceed 8 inches in loose thickness. Compacted subgrade and aggregate base or subbase should be maintained in a moist condition by sprinkling water. Compacted subgrade or aggregate base/subbase that has dried out and loosened or developed desiccation

cracking should be scarified and moisture-conditioned, as needed, and recompacted as per the requirements above before the material is covered with asphalt, concrete, or aggregate base/subbase.

9.4.1 Asphalt Pavement

Ninyo & Moore conducted an analysis to evaluate appropriate asphalt pavement structural sections following the methodology presented in the Highway Design Manual (Caltrans, 2020). Alternative sections were evaluated. The pavement sections were designed for a 20-year service life presuming that periodic maintenance, including crack sealing and resurfacing will be performed during the service life of the pavement. Premature deterioration may occur without periodic maintenance. Our recommendations for the pavement sections are presented in Table 6.

Paving operations and base preparation should be observed and tested by Ninyo & Moore. If subgrade enhancement geotextiles are utilized, they should be rolled out flat and tight, without folds or wrinkles, over prepared subgrade in the direction of travel. The geotextile should be pinned to the subgrade with nails and washers or u-shaped sod staples. Adjacent rolls should overlap 12 inches or more. Abutting rolls should overlap in the direction of fill placement to reduce the potential for peeling of the geotextile during fill placement. Aggregate base fill should be pushed over the geotextile into position and compacted. To reduce the potential for displacement of the geotextile or deterioration of the subgrade, construction equipment should not operate on the geotextile with less than 6 inches of aggregate base cover.

Table 6 – Asphalt Concrete Pavement Sections

Traffic Index	R-value	Alternative 1	Alternative 2
3	10	4 inches AC	2½ inches AC 4½ inches AB
6	10	9 inches AC	4 inches AC 12 inches AB
9	10	14 inches AC	5½ inches AC 19 inches AB

Notes:
[1] AC is Type A, Dense-Graded Hot Mix Asphalt complying with Caltrans Standard Specification 39-2 (2022).
[2] AB is Class II Aggregate Base complying with Caltrans Standard Specification 26-1.02 (2022).

Aggregate base for pavement should be placed in lifts of no more than 8 inches in loose thickness and compacted per Section 9.2.6. Asphalt concrete should be placed and compacted in accordance with Caltrans Standard Specification and Construction Manual; asphalt concrete should be compacted to between 92 and 96 percent of the theoretical maximum specific gravity and density (Rice gravity – ASTM D 2041) of the material.. Pavements should be sloped so that runoff is diverted to an appropriate collector (concrete gutter, swale, or area drain) to reduce the potential for ponding of water on the pavement. Concentration of runoff over asphalt pavement should be discouraged.

9.4.2 Concrete Pavement and Exterior Flatwork

Concrete thickness should be 6 inches or more for flatwork subject to vehicular traffic up to periodic garbage trucks and emergency vehicles. Flatwork subject to impact from unloading of dumpsters should be 8 inches thick or more. Pedestrian sidewalks, walkways, and other flatwork should be 4 inches thick or more. The minimum thickness of the aggregate base underlying concrete pavement and exterior flatwork should be 6 inches.

Appropriate jointing of concrete flatwork can encourage cracks to form at joints, reducing the potential for crack development between joints. Joints should be laid out in a square pattern at consistent intervals. Contraction and construction joints should be detailed and constructed in accordance with the guidelines of ACI Committee 302. The ratio of lateral spacing between contraction joints to the nominal thickness of the slab should not exceed 24 for jointed plain concrete. Contraction joints formed by premolded inserts, grooving plastic concrete, or saw-cutting at initial hardening, should extend to a depth equivalent to 25 percent of the slab thickness and 1 inch or more for thin slabs. The joint location and layout of new or reconstructed flatwork abutting existing flatwork should be consistent with joint location/layout of the existing flatwork.

Flatwork may be reinforced with distributed steel to reduce the potential for differential slab movement where cracking occurs. The distributed reinforcing steel should be terminated about 3 inches from contraction joints and should consist of No. 3 deformed bars at 18 inches on center, both ways, or with 6x6-D4/D4 welded wire fabric supplied as sheets (not rolls). Slabs reinforced with distributed steel should be 6 inches thick (or more) for No. 3 bar reinforcement and 5 inches thick (or more) for 6x6-D4/D4 reinforcement to provide adequate concrete cover for the steel. To reduce the potential for differential slab movement across joints, the distributed steel may be extended through the joints. This improvement will be balanced by a reduction in the functionality of the contraction joint to encourage crack formation at joints. Flatwork subject to impact from unloading of dumpsters should be

reinforced with No. 4 deformed bars at 12 inches on center, both ways extending through contraction joints, if present. Masonry briquettes or plastic chairs should be used to maintain the position of the reinforcement in the upper half of the slab with 1½ inches of cover over the steel and 3 inches of cover under the steel. Root barriers adjacent to trees may be considered to reduce the potential for pavement heave from root growth.

After demolition, clearing, and rough grading, finish subgrade for flatwork should be scarified and moisture conditioned as needed to achieve a moisture content about 2 percentage points above the optimum, before compaction, by mechanical means, to 90 percent or more of ASTM D1557 reference density on a dry density basis for flatwork that is not subject to vehicular loading and 95 percent of the reference density for flatwork that is subject to vehicular loading. Aggregate base should conform to the criteria for Class 2 aggregate base in Section 26-1.02 of the California Standard Specifications (Caltrans, 2022) and should be placed and compacted in lifts by vibrating plates, smooth drum rollers, or mechanical tampers, to 95 percent of the ASTM D1557 reference density on a dry density basis after moisture conditioning to near the optimum moisture content. The allowable lift thickness is influenced by the type of compaction equipment utilized but generally should not exceed 8 inches in loose thickness. Compacted subgrade and aggregate base should be maintained in a moist condition by sprinkling water. Compacted subgrade or aggregate base that has dried out and loosened or developed desiccation cracking should be scarified and moisture-conditioned, as needed, and recompacted as per the requirements above before the material is covered with concrete or aggregate base.

9.5 Concrete

Due to the variability in the on-site soil, we recommend that Type II/V or Type V cement be used for concrete structures in contact with soil. In addition, we recommend a water-to-cement ratio of no more than 0.45. A 3-inch thick, or thicker, concrete cover should be maintained over reinforcing steel where concrete is in contact with soil in accordance with Section 20.6 of ACI Concrete Institute (ACI) Committee 318 (ACI, 2016).

To reduce the potential for shrinkage cracks in the concrete during curing, concrete for slabs and flatwork should not contain large quantities of water or accelerating admixtures containing calcium chloride. Higher compressive strengths may be achieved by using larger aggregates in lieu of increasing the cement content and corresponding water demand. Additional workability, if desired, may be obtained by including water-reducing or air-entraining admixtures. Concrete should be placed in accordance with the appropriate guidance in the ACI Manual of Concrete Practice (MCP) and project specifications. Particular attention should be given to curing techniques and

curing duration. Slabs that do not receive adequate curing have a more pronounced tendency to develop random shrinkage cracks and other defects.

9.6 Surface Drainage

Positive surface drainage should be provided to divert surface water and roof runoff away from foundations. Downspouts should be connected to a closed drainage system to discharge at a suitable location 10 feet or more away from the foundations. Runoff should be diverted by the use of swales or pipes into a collective drainage system. Drainage on the site should be provided so that water is not permitted to pond. A gradient of 2 percent or steeper on impervious surfaces and 5 percent or steeper on pervious surfaces should be maintained and drainage patterns should be established to divert and remove water from the site to appropriate outlets. Care should be taken by the contractor during grading to preserve any berms, drainage terraces, interceptor swales or other drainage devices on or adjacent to the project site. Drainage patterns established at the time of grading should be maintained for the life of the project.

9.7 Review of Construction Plans

The recommendations provided in this report are based on preliminary design information for the proposed construction. We recommend that a copy of the plans be provided to Ninyo & Moore for review before bidding to check the interpretation of our recommendations and verify that the designed improvements are consistent with our assumptions. It should be noted that, upon review of these documents, some recommendations presented in this report might be revised or modified to meet the project requirements.

9.8 Construction Observation and Testing

The recommendations provided in this report are based on subsurface conditions encountered in relatively widely spaced exploratory borings. During construction, the geotechnical engineer or his representative in the field should be allowed to check the exposed subsurface conditions. During construction, the geotechnical engineer or his representative should be allowed to:

- Observe preparation and compaction of subgrade.
- Check and test imported materials prior to use as fill.
- Observe placement and compaction of fill.
- Perform field density tests to evaluate fill and subgrade compaction.
- Observe foundation excavations prior to placement of steel reinforcing or concrete.

The recommendations provided in this report assume that Ninyo & Moore will be retained as the geotechnical consultant during the construction phase of the project. If another geotechnical consultant is selected, we request that the selected consultant provide a letter to the architect and the owner (with a copy to Ninyo & Moore) indicating that they fully understand Ninyo & Moore's recommendations, and that they are in full agreement with the recommendations contained in this report.

10 LIMITATIONS

The field evaluation, laboratory testing, and geotechnical analyses presented in this geotechnical report have been conducted in general accordance with current practice and the standard of care exercised by geotechnical consultants performing similar tasks in the project area. No warranty, expressed or implied, is made regarding the conclusions, recommendations, and opinions presented in this report. There is no evaluation detailed enough to reveal every subsurface condition. Variations may exist, and conditions not observed or described in this report may be encountered during construction. Uncertainties relative to subsurface conditions can be reduced through additional subsurface exploration. Additional subsurface evaluation will be performed upon request. Please also note that our evaluation was limited to assessment of the geotechnical aspects of the project, and did not include evaluation of structural issues, environmental concerns, or the presence of hazardous materials.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document.

This report is intended for design purposes only. It does not provide sufficient data to prepare an accurate bid by contractors. It is suggested that the bidders and their geotechnical consultant perform an independent evaluation of the subsurface conditions in the project areas. The independent evaluations may include, but not be limited to, review of other geotechnical reports prepared for the adjacent areas, site reconnaissance, and additional exploration and laboratory testing.

Our conclusions, recommendations, and opinions are based on an analysis of the observed site conditions. If geotechnical conditions different from those described in this report are encountered, our office should be notified and additional recommendations, if warranted, will be provided upon request. It should be understood that the conditions of a site could change with time as a result of natural processes or the activities of man at the subject site or nearby sites. In

addition, changes to the applicable laws, regulations, codes, and standards of practice may occur because of government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

This report is intended exclusively for use by the client. Any use or reuse of the findings, conclusions, and/or recommendations of this report by parties other than the client is undertaken at said parties' sole risk.

11 REFERENCES

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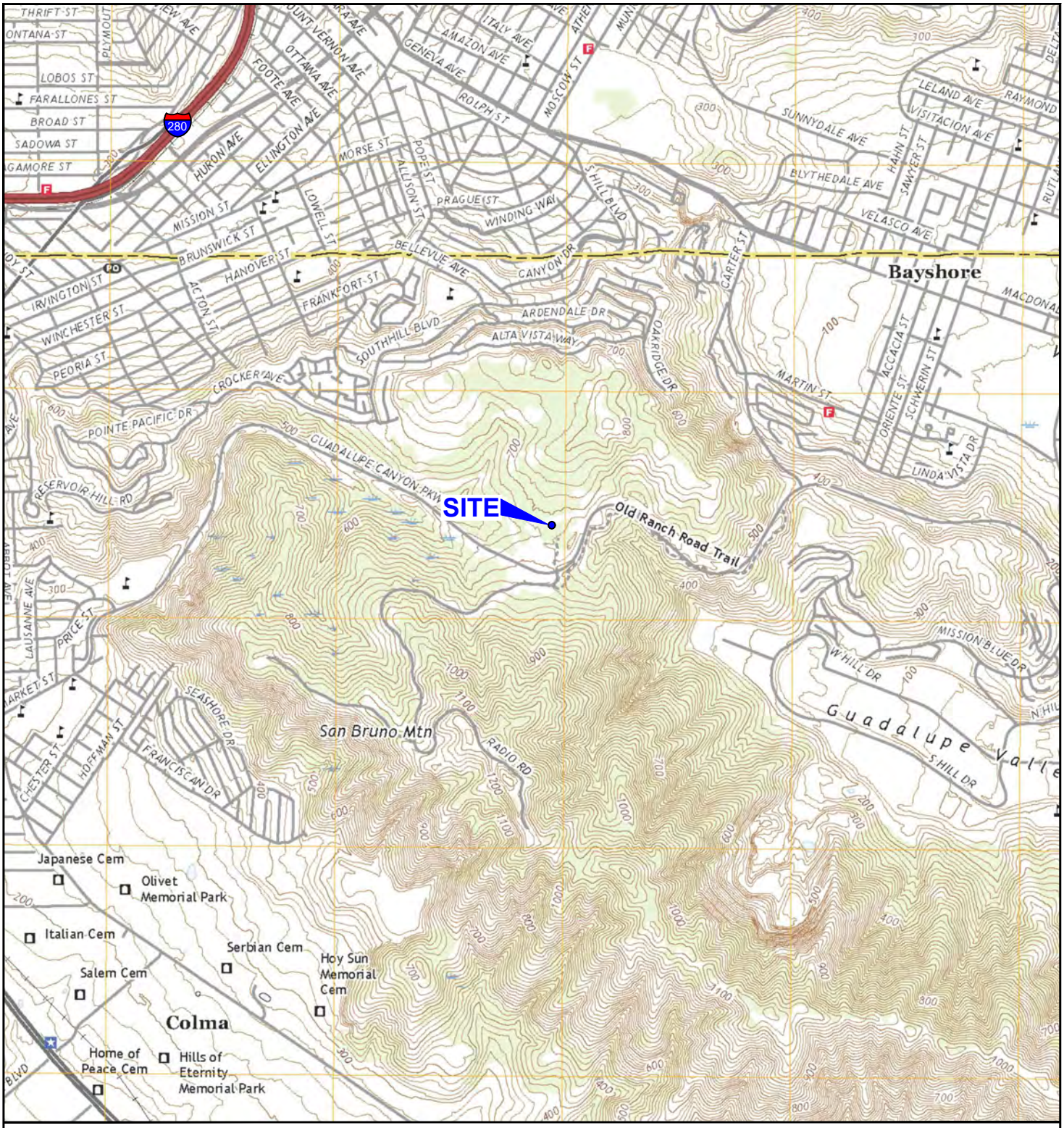
FIGURES



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NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE I REFERENCE: USGS, 2018

N

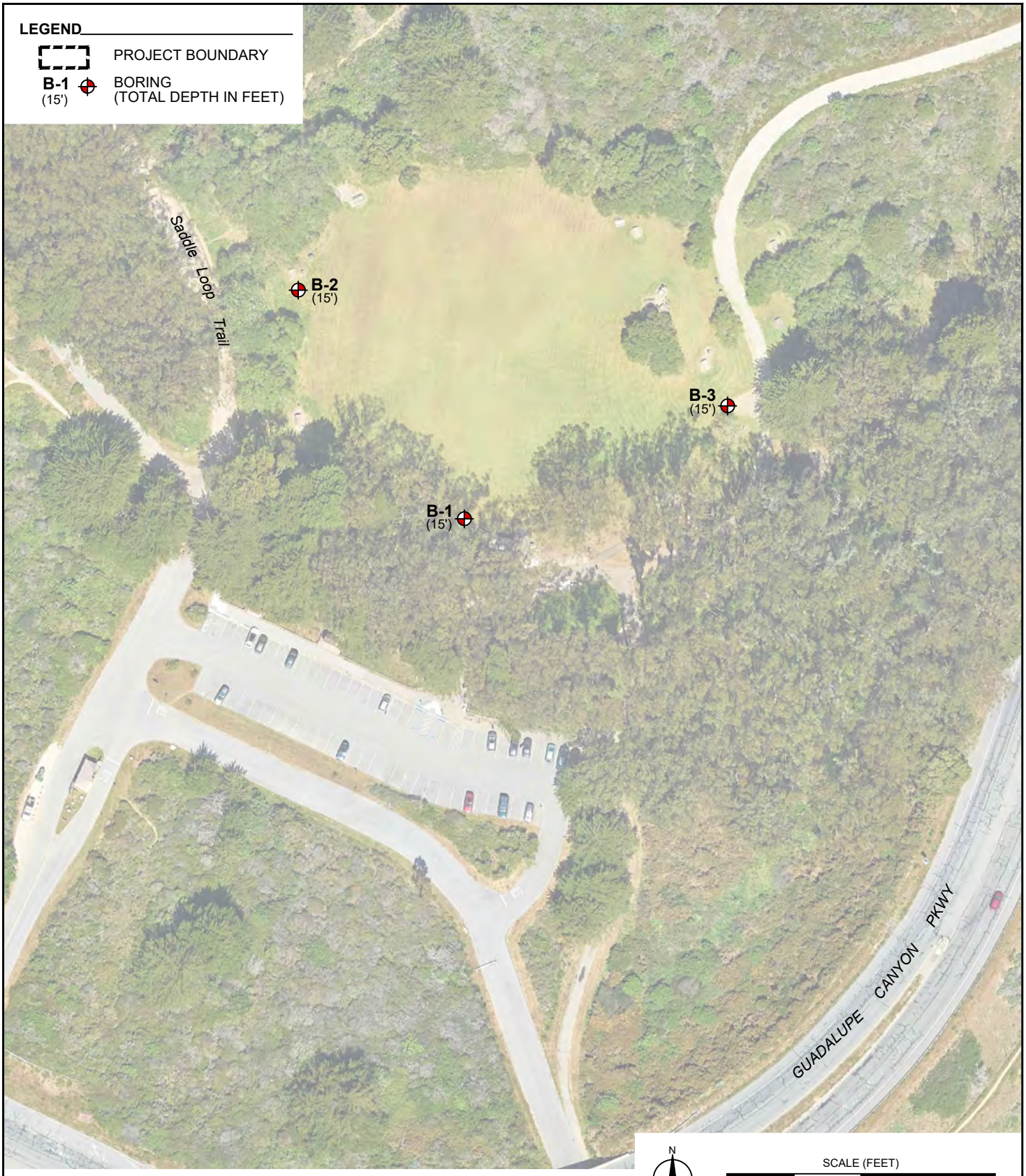
SCALE (FEET)
0 2,000 4,000

FIGURE 1

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

SITE LOCATION

SAN BRUNO MOUNTAIN DAY USE AREA NEW RESTROOM AND PICNIC AREAS
555 GUADALUPE CANYON PARKWAY
DALY CITY, CALIFORNIA
404778001 I 04/24



NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE I REFERENCE: GOOGLE EARTH, 2024

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FIGURE 2

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

EXPLORATION LOCATIONS

SAN BRUNO MOUNTAIN DAY USE AREA NEW RESTROOM AND PICNIC AREAS
555 GUADALUPE CANYON PARKWAY
DALY CITY, CALIFORNIA

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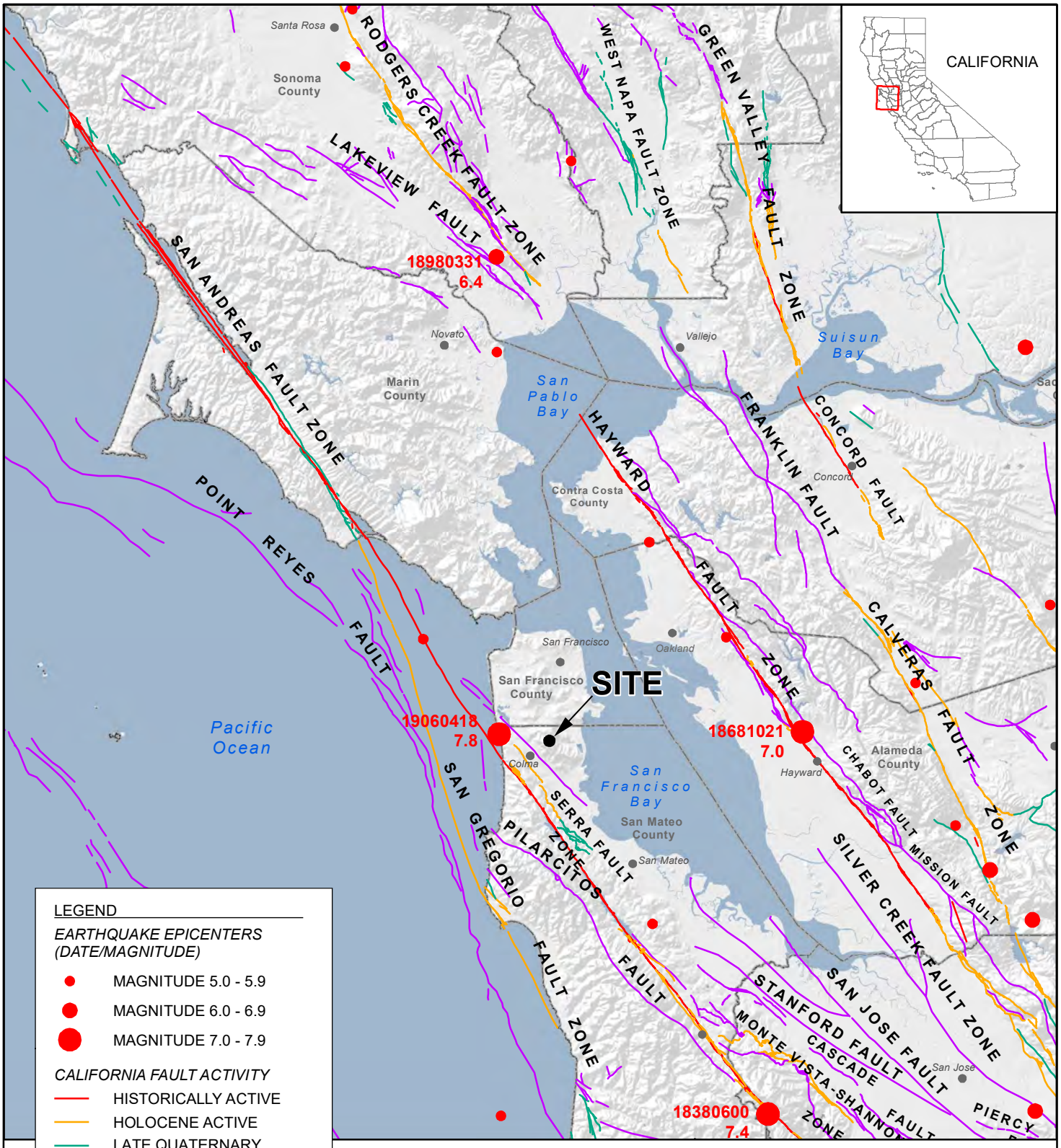


404778001-Fig3-FL.pdf 04/02/2024 AEK

NOTE: DIRECTIONS, DIMENSIONS, AND LOCATIONS ARE APPROXIMATE

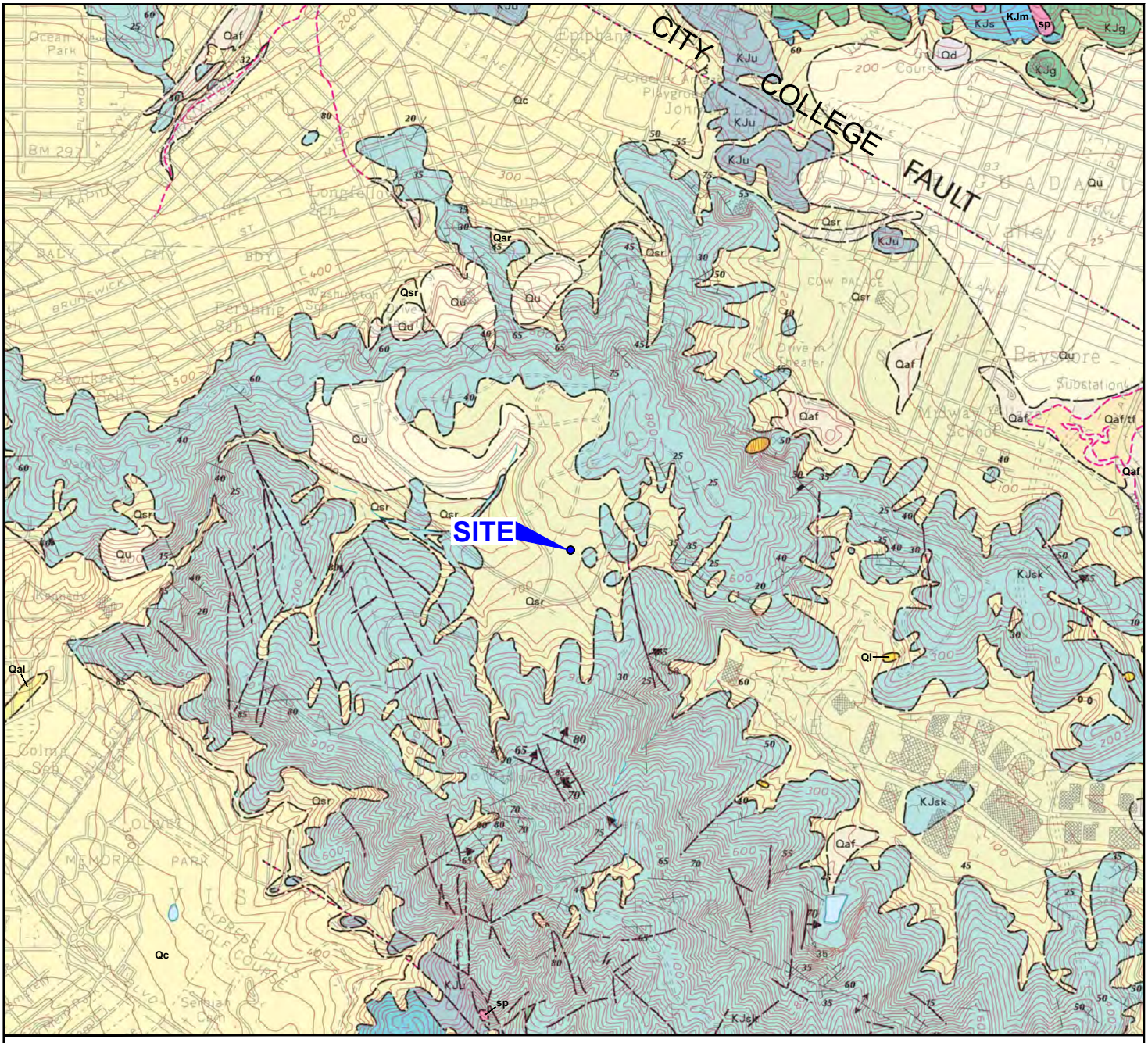
SOURCES: CALIFORNIA GEOLOGICAL SURVEY, 2010, FAULT ACTIVITY MAP OF CALIFORNIA; CALIFORNIA GEOLOGICAL SURVEY, 2000, MAP SHEET 49

FIGURE 3

FAULT LOCATIONS AND EARTHQUAKE EPICENTERS

SAN BRUNO MOUNTAIN DAY USE AREA NEW RESTROOM AND PICNIC AREAS
555 GUADALUPE CANYON PARKWAY
DALY CITY, CALIFORNIA
404778001 I 04/24

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants



LEGEND

Qaf	ARTIFICIAL FILL (HOLOCENE)	Qsr	SLOPE DEBRIS & RAVINE FILL (PLEISTOCENE)	KJg	FRANCISCAN COMPLEX: GREENSTONE (CRETACEOUS/JURASSIC)		THRUST FAULT
Qaf/tf	ARTIFICIAL FILL OVER TIDAL FLAT (HOLOCENE)	Qc	COLMA FORMATION (PLEISTOCENE)	KJm	FRANCISCAN COMPLEX: METAMORPHIC ROCKS (CRETACEOUS/JURASSIC)		FAULT
Ql	LANDSLIDE DEPOSITS (HOLOCENE)	Qu	SEDIMENTARY DEPOSITS, UNDIFFERENTIATED (PLEISTOCENE)	sp	FRANCISCAN COMPLEX: SERPENTINE (CRETACEOUS/JURASSIC)		GEOLOGIC CONTACT
Qal	ALLUVIUM (HOLOCENE)	KJs	FRANCISCAN COMPLEX: SANDSTONE & SHALE (CRETACEOUS/JURASSIC)	KJu	FRANCISCAN COMPLEX: SHEARED ROCKS (CRETACEOUS/JURASSIC)		STRIKE AND DIP OF BEDDING
Qd	DUNE SAND (HOLOCENE)	KJsk	FRANCISCAN COMPLEX: SANDSTONE & SHALE (CRETACEOUS/JURASSIC)				

NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE I REFERENCE: BONILLA, 1998

N

SCALE (FEET)
0 2,000 4,000

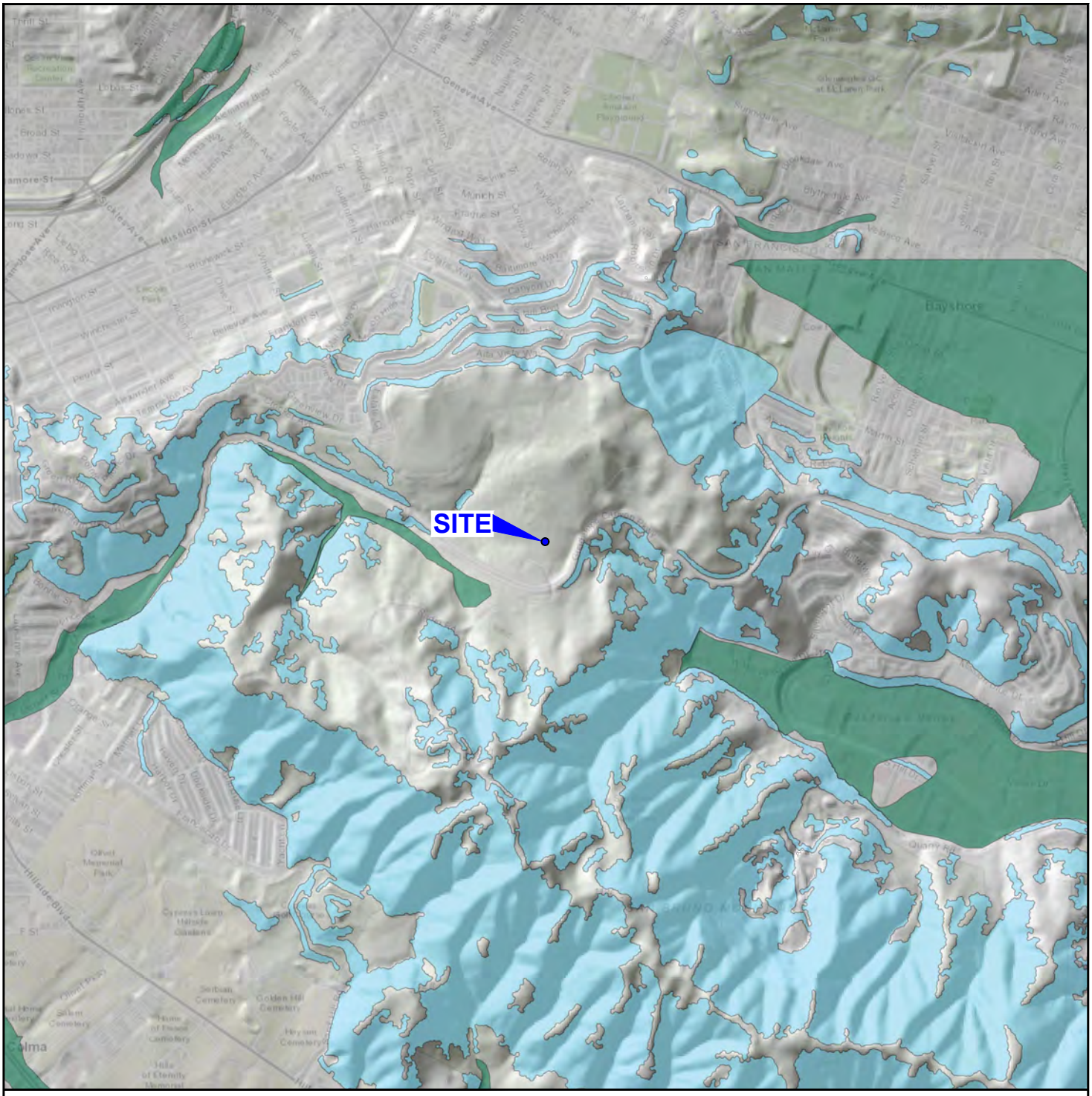
404778001.dwg 04/18/2024 AEK

FIGURE 4

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

REGIONAL GEOLOGY

SAN BRUNO MOUNTAIN DAY USE AREA NEW RESTROOM AND PICNIC AREAS
555 GUADALUPE CANYON PARKWAY
DALY CITY, CALIFORNIA
404778001 I 04/24



LEGEND

LIQUEFACTION ZONES:
Areas where historic occurrence of liquefaction, or local geological, geotechnical and groundwater conditions indicate a potential for permanent ground displacements such that mitigation as defined in Public Resources Code Section 2693(c) would be required.

EARTHQUAKE-INDUCED LANDSLIDE ZONES:
Areas where previous occurrence of landslide movement, or local topographic, geological, geotechnical and subsurface water conditions indicate a potential for permanent ground displacements such that mitigation as defined in Public Resources Code Section 2693(c) would be required.

NOTE: DIMENSIONS, DIRECTIONS, AND LOCATIONS ARE APPROXIMATE I REFERENCE: CGS, 1982, 2021

N

SCALE (FEET)
0 2,000 4,000

404778001.dwg 04/02/2024 AEK

FIGURE 5

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

SEISMIC HAZARD ZONES

SAN BRUNO MOUNTAIN DAY USE AREA NEW RESTROOM AND PICNIC AREAS
555 GUADALUPE CANYON PARKWAY
DALY CITY, CALIFORNIA

404778001 I 04/24

APPENDIX A

Boring Logs

APPENDIX A

BORING LOGS

Field Procedure for the Collection of Disturbed Samples

Disturbed soil samples were obtained in the field using the following methods.

Bulk Samples

Bulk samples of representative earth materials were obtained from the exploratory borings. The samples were bagged and transported to the laboratory for testing.

The Standard Penetration Test (SPT) Sampler

Disturbed drive samples of earth materials were obtained by means of a Standard Penetration Test sampler. The sampler is composed of a split barrel with an external diameter of 2 inches and an unlined internal diameter of 1-3/8 inches. The sampler was driven into the ground 12 to 18 inches with a 140-pound hammer freely falling from a height of 30 inches in general accordance with ASTM D 1586. The blow counts were recorded for every 6 inches of penetration; the blow counts reported on the logs are those for the last 12 inches of penetration. Soil samples were observed and removed from the sampler, bagged, sealed and transported to the laboratory for testing.

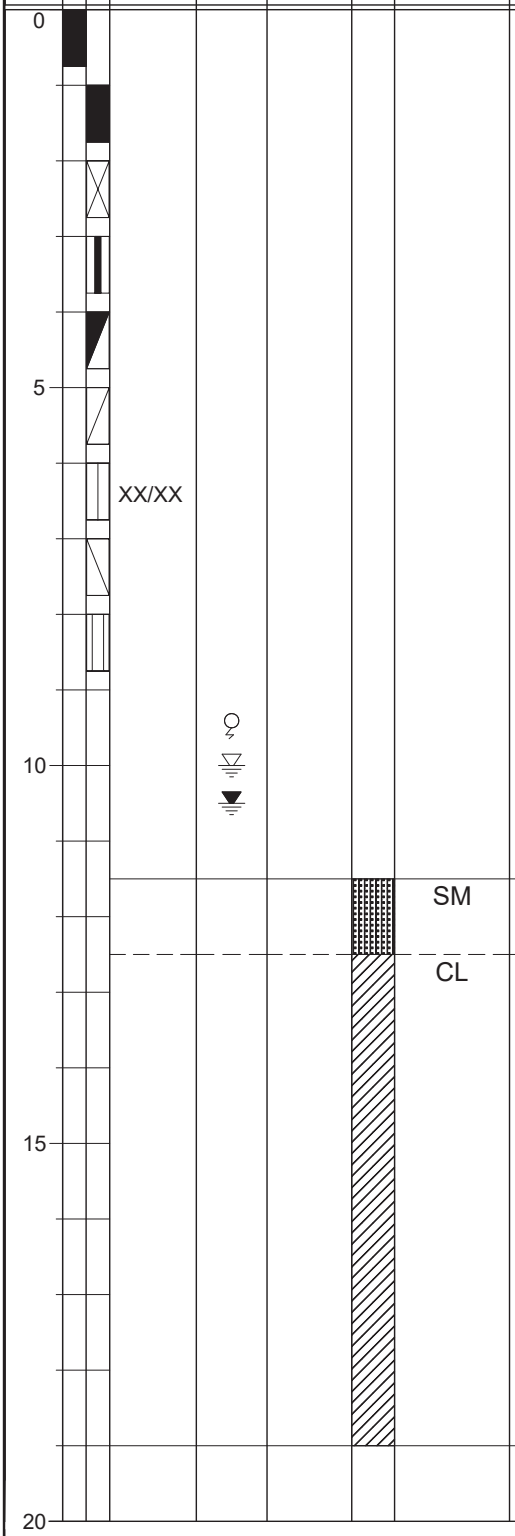
Field Procedure for the Collection of Relatively Undisturbed Samples

Relatively undisturbed soil samples were obtained in the field using the following methods.

The Modified Split-Barrel Drive Sampler

The sampler, with an external diameter of 3.0 inches, was lined with 6-inch long, thin brass liners with inside diameters of approximately 2.4 inches. The sample barrel was driven into the ground with the weight of a hammer in general accordance with ASTM D 3550. The driving weight was permitted to fall freely. The approximate length of the fall, the weight of the hammer, and the number of blows per foot of driving are presented on the boring log as an index to the relative resistance of the materials sampled. The samples were removed from the sample barrel in the brass liners, sealed, and transported to the laboratory for testing.

BORING LOG EXPLANATION SHEET



Bulk sample.

Modified split-barrel drive sampler.

No recovery with modified split-barrel drive sampler.

Sample retained by others.

Standard Penetration Test (SPT).

No recovery with a SPT.

Shelby tube sample. Distance pushed in inches/length of sample recovered in inches.

No recovery with Shelby tube sampler.

Continuous Push Sample.

Seepage.

Groundwater encountered during drilling.

Groundwater measured after drilling.

MAJOR MATERIAL TYPE (SOIL):

Solid line denotes unit change.

Dashed line denotes material change.

Attitudes: Strike/Dip
b: Bedding
c: Contact
j: Joint
f: Fracture
F: Fault
cs: Clay Seam
s: Shear
bss: Basal Slide Surface
sf: Shear Fracture
sz: Shear Zone
sbs: Shear Bedding Surface

The total depth line is a solid line that is drawn at the bottom of the boring.

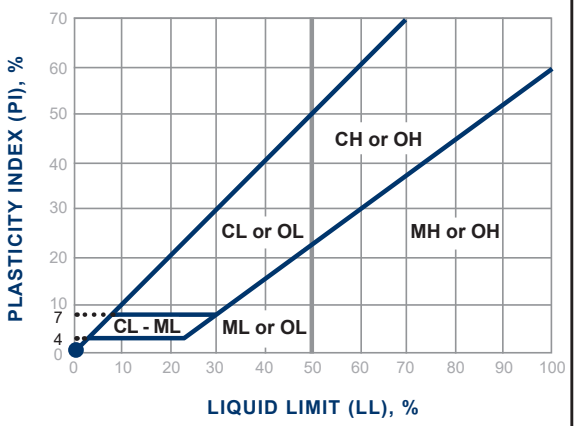
Soil Classification Chart Per ASTM D 2488

Primary Divisions			Secondary Divisions	
			Group Symbol	Group Name
COARSE-GRAINED SOILS more than 50% retained on No. 200 sieve	**GRAVEL** more than 50% of coarse fraction retained on No. 4 sieve	CLEAN GRAVEL less than 5% fines	GW	well-graded GRAVEL
			GP	poorly graded GRAVEL
		GRAVEL with DUAL CLASSIFICATIONS 5% to 12% fines	GW-GM	well-graded GRAVEL with silt
			GP-GM	poorly graded GRAVEL with silt
			GW-GC	well-graded GRAVEL with clay
			GP-GC	poorly graded GRAVEL with
		GRAVEL with FINES more than 12% fines	GM	silty GRAVEL
			GC	clayey GRAVEL
			GC-GM	silty, clayey GRAVEL
	SAND 50% or more of coarse fraction passes No. 4 sieve	CLEAN SAND less than 5% fines	SW	well-graded SAND
			SP	poorly graded SAND
		SAND with DUAL CLASSIFICATIONS 5% to 12% fines	SW-SM	well-graded SAND with silt
			SP-SM	poorly graded SAND with silt
			SW-SC	well-graded SAND with clay
			SP-SC	poorly graded SAND with clay
		SAND with FINES more than 12% fines	SM	silty SAND
			SC	clayey SAND
			SC-SM	silty, clayey SAND
FINE-GRAINED SOILS 50% or more passes No. 200 sieve	**SILT and CLAY** liquid limit less than 50%	INORGANIC	CL	lean CLAY
			ML	SILT
			CL-ML	silty CLAY
		ORGANIC	OL (PI > 4)	organic CLAY
			OL (PI < 4)	organic SILT
	SILT and CLAY liquid limit 50% or more	INORGANIC	CH	fat CLAY
			MH	elastic SILT
		ORGANIC	OH (plots on or above "A"-line)	organic CLAY
			OH (plots below "A"-line)	organic SILT
	Highly Organic Soils		PT	Peat

Grain Size

Description		Sieve Size	Grain Size	Approximate Size
Boulders		> 12"	> 12"	Larger than basketball-sized
Cobbles		3 - 12"	3 - 12"	Fist-sized to basketball-sized
Gravel	Coarse	3/4 - 3"	3/4 - 3"	Thumb-sized to fist-sized
	Fine	#4 - 3/4"	0.19 - 0.75"	Pea-sized to thumb-sized
Sand	Coarse	#10 - #4	0.079 - 0.19"	Rock-salt-sized to pea-sized
	Medium	#40 - #10	0.017 - 0.079"	Sugar-sized to rock-salt-sized
	Fine	#200 - #40	0.0029 - 0.017"	Flour-sized to sugar-sized
Fines		Passing #200	< 0.0029"	Flour-sized and smaller

Plasticity Chart



Apparent Density - Coarse-Grained Soil

Apparent Density	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Loose	≤ 4	≤ 8	≤ 3	≤ 5
Loose	5 - 10	9 - 21	4 - 7	6 - 14
Medium Dense	11 - 30	22 - 63	8 - 20	15 - 42
Dense	31 - 50	64 - 105	21 - 33	43 - 70
Very Dense	> 50	> 105	> 33	> 70

Consistency - Fine-Grained Soil

Consis-tency	Spooling Cable or Cathead		Automatic Trip Hammer	
	SPT (blows/foot)	Modified Split Barrel (blows/foot)	SPT (blows/foot)	Modified Split Barrel (blows/foot)
Very Soft	< 2	< 3	< 1	< 2
Soft	2 - 4	3 - 5	1 - 3	2 - 3
Firm	5 - 8	6 - 10	4 - 5	4 - 6
Stiff	9 - 15	11 - 20	6 - 10	7 - 13
Very Stiff	16 - 30	21 - 39	11 - 20	14 - 26
Hard	> 30	> 39	> 20	> 26

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Geotechnical & Environmental Sciences Consultants

USCS METHOD OF SOIL CLASSIFICATION

DATE DRILLED 3/18/2024 BORING NO. B-1

GROUND ELEVATION 683' ± MSL SHEET 1 OF 1

METHOD OF DRILLING 4" SSA, B-24 Truck Mounted Rig (California Geotech)

DRIVE WEIGHT 140 lbs (cathead) DROP 30 inches

SAMPLED BY CJH LOGGED BY SSA REVIEWED BY MKW

DEPTH (feet)	SAMPLES Bulk	SAMPLES Driven	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0							ML	SLOPE DEBRIS AND RAVINE FILL: Dark brown, wet, stiff, sandy SILT; some clay; trace gravel.
			16	20.7 24.7	108.6 100.3			Yellowish brown and gray; moist; clayey SILT; some sand; trace gravel.
5			50/4"				ROCK	FRANCISCAN COMPLEX: Yellowish brown and reddish brown, moist, weathered SANDSTONE.
10			50/6"					
15			50/5"					
								Total depth = 15 1/2 feet. Backfilled with neat cement shortly after drilling. Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents (Google, 2024).
20								

DATE DRILLED 3/18/2024 BORING NO. B-2

GROUND ELEVATION 688' ± MSL SHEET 1 OF 1

METHOD OF DRILLING 4" SSA, B-24 Truck Mounted Rig (California Geotech)

DRIVE WEIGHT 140 lbs (cathead) DROP 30 inches

SAMPLED BY CJH LOGGED BY SSA REVIEWED BY MKW

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0						CL	SLOPE DEBRIS AND RAVINE FILL: Brown, wet, stiff, sandy silty lean CLAY with gravel.
		15	20.3	109.1		SC	Yellowish brown and grayish brown, moist, stiff, silty clayey SAND, trace gravel.
5		24				CL	Yellowish brown, moist, lean CLAY, some silt, trace sand, trace gravel.
						ROCK	FRANCISCAN COMPLEX: Yellowish brown and reddish brown, moist, weathered SANDSTONE.
10		50/1"					Auger refusal encountered at 10 1/10 feet. Total depth = 10 1/10 feet. Backfilled with neat cement shortly after drilling. Notes: Groundwater was measured at a depth of approximately 7 3/4 feet in the borehole shortly after completion of drilling. Groundwater may rise to a level higher than that measured in borehole due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents (Google, 2024).
15							
20							

FIGURE A- 2

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Geotechnical & Environmental Sciences Consultants

SAN BRUNO MOUNTAIN DAY USE AREA
SADDLE LOOP TRAIL, DALY CITY, CALIFORNIA

DATE DRILLED 3/18/2024 BORING NO. B-3

GROUND ELEVATION 685' ± MSL SHEET 1 OF 1

METHOD OF DRILLING 4" SSA, B-24 Truck Mounted Rig (California Geotech)

DRIVE WEIGHT 140 lbs (cathead) DROP 30 inches

SAMPLED BY CJH LOGGED BY SSA REVIEWED BY MKW

DEPTH (feet)	SAMPLES (Bulk / Driven)	BLOWS/FOOT	MOISTURE (%)	DRY DENSITY (PCF)	SYMBOL	CLASSIFICATION U.S.C.S.	DESCRIPTION/INTERPRETATION
0						CL	SLOPE DEBRIS AND RAVINE FILL: Yellowish brown, moist, stiff, lean CLAY, some sand, trace gravel.
		50/5"				ROCK	FRANCISCAN COMPLEX: Yellowish brown, moist, weathered SANDSTONE.
5		50/1"					Auger refusal encountered at 5 1/10 feet. Total depth = 10 1/10 feet. Backfilled with neat cement shortly after drilling. Notes: Groundwater, though not encountered at the time of drilling, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report. The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents (Google, 2024).
10							
15							
20							

FIGURE A- 3

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

SAN BRUNO MOUNTAIN DAY USE AREA
SADDLE LOOP TRAIL, DALY CITY, CALIFORNIA

APPENDIX B

Laboratory Testing

APPENDIX B

LABORATORY TESTING

Classification
Soils were visually and texturally classified in accordance with the Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. Soil classifications are indicated on the logs of the exploratory borings in Appendix A.

In-Place Moisture and Density Tests
The moisture content and dry density of relatively undisturbed samples obtained from the exploratory borings were evaluated in general accordance with ASTM D 2937. The test results are presented on the logs of the exploratory borings in Appendix A.

Gradation Analysis
Gradation analysis tests were performed on selected representative soil samples in general accordance with ASTM D 422. The grain size distribution curves are shown on Figures B-1 through B-2. The test results were utilized in evaluating the soil classification in accordance with the USCS.

Atterberg Limits
Tests were performed on selected representative fine-grained soil samples to evaluate the liquid limit, plastic limit, and plasticity index in general accordance with ASTM D 4318. These test results were utilized to evaluate the soil classification in accordance with the USCS. The test results and classifications are shown on Figure B-2.

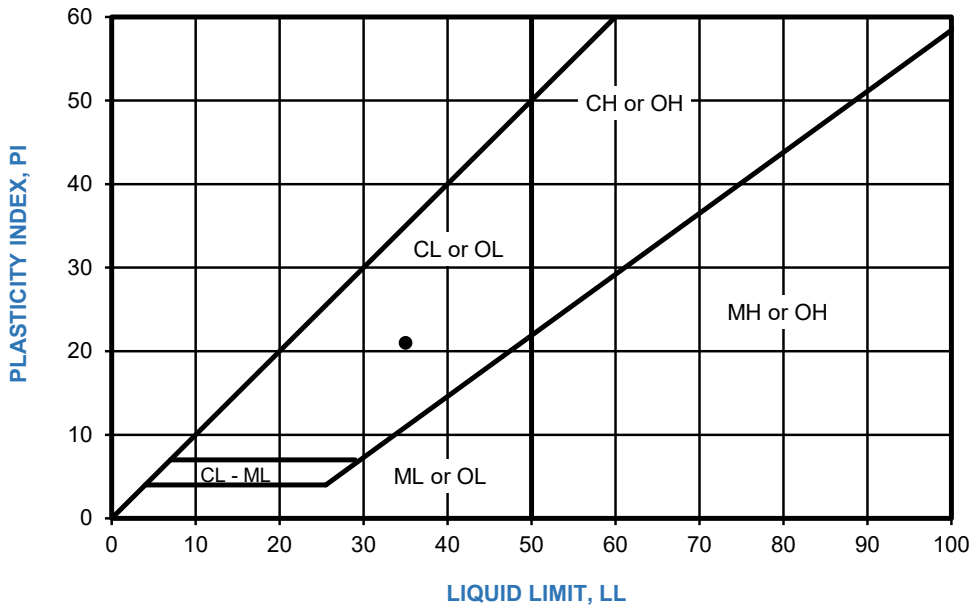
Unconfined Compression Test
Unconfined compression tests were performed on a relatively undisturbed sample in general accordance with ASTM D 2166. The test results are shown on Figure B-3.

Expansion Index Tests
The expansion index of a selected soil samples were evaluated in accordance with ASTM D 4829. The specimens were molded under a specified compactive energy at approximately 50 percent saturation (plus or minus 1 percent). The prepared 1-inch thick by 4-inch diameter specimen was loaded with a surcharge of 144 pounds per square foot and inundated with tap water. Readings of volumetric swell were made for a period of 24 hours. The results of this test are presented on Figure B-4.

SAMPLE LOCATION	SAMPLE DEPTH (ft)	DESCRIPTION	PERCENT PASSING NO. 4	PERCENT PASSING NO. 200	USCS (TOTAL SAMPLE)
B-3	2.0 - 2.5	weathered SANDSTONE	54	17	SANDSTONE

PERFORMED IN ACCORDANCE WITH 1140

SYMBOL	LOCATION	DEPTH (ft)	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	USCS CLASSIFICATION (Fraction Finer Than No. 40 Sieve)	USCS
●	B-2	2.5 - 3.0	35	14	21	CL	CL



PERFORMED IN ACCORDANCE WITH ASTM D 4318

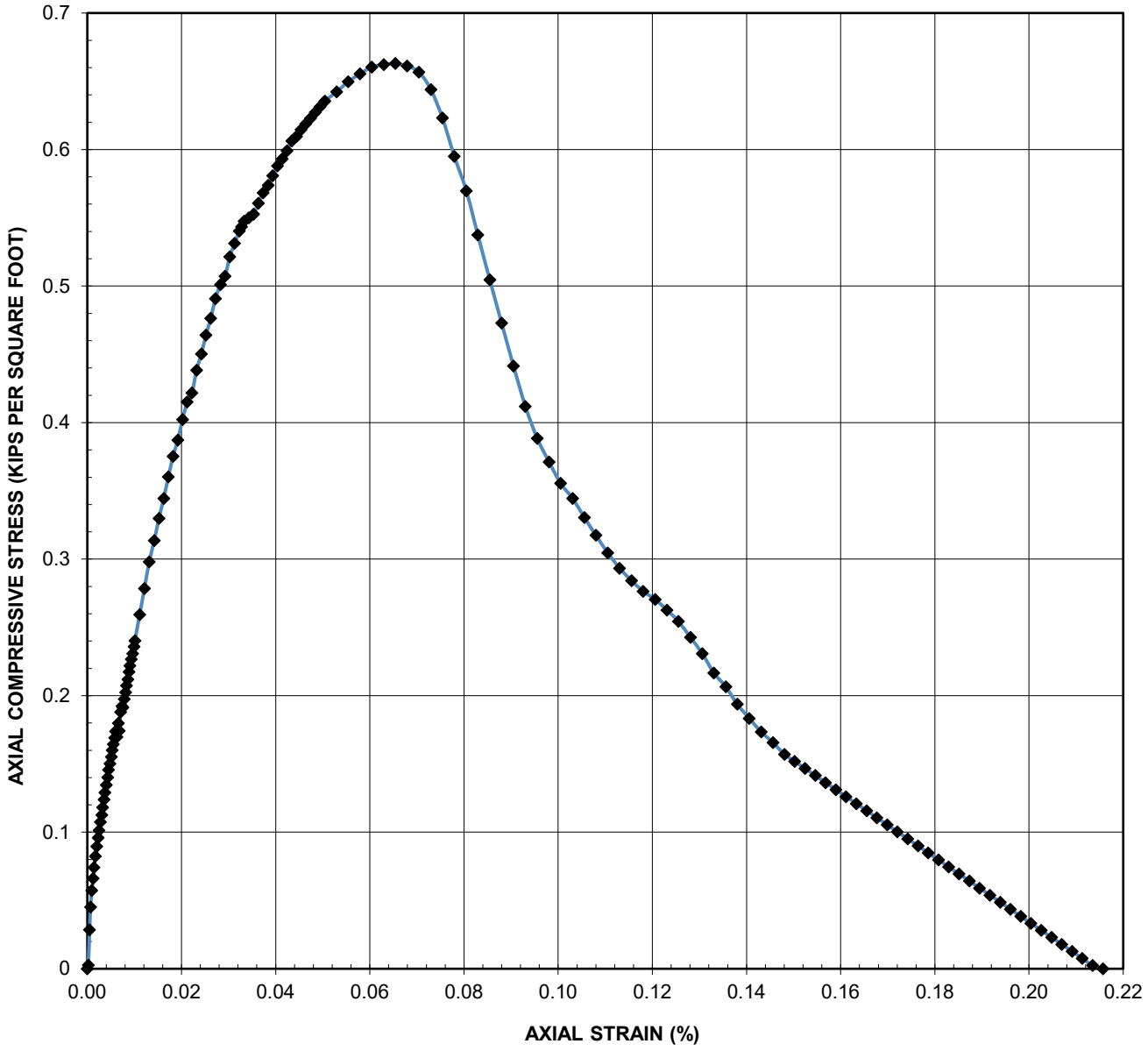
FIGURE B-2

ATTERBERG LIMITS TEST RESULTS

SAN BRUNO MOUNTAIN DAY USE AREA
SADDLE LOOP TRAIL, DALY CITY, CALIFORNIA

404778001 | 04/24

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants



SYMBOL	DESCRIPTION	SOIL TYPE	SAMPLE LOCATION	SAMPLE DEPTH (ft.)	MOISTURE CONTENT w, (%)	DRY DENSITY γ_d, (pcf)	STRAIN RATE (%/min.)	UNDRAINED SHEAR STR s_u, (ksf)
◆	clayey SILT	ML	B-1	3.0 - 3.5	24.7	100.3	1.00	0.33

PERFORMED IN ACCORDANCE WITH ASTM D 2166

FIGURE B-3

UNCONFINED COMPRESSION RESULTS

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

SAN BRUNO MOUNTAIN DAY USE AREA
SADDLE LOOP TRAIL, DALY CITY, CALIFORNIA

404778001 | 04/24

SAMPLE LOCATION	SAMPLE DEPTH (ft)	INITIAL MOISTURE (percent)	COMPACTED DRY DENSITY (pcf)	FINAL MOISTURE (percent)	VOLUMETRIC SWELL (in)	EXPANSION INDEX	POTENTIAL EXPANSION
B-3	0.0-5.0	10.1	108.3	22.4	0.0499	50	Low

PERFORMED IN ACCORDANCE WITH ASTM D 4829

FIGURE B-4

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

EXPANSION INDEX TEST RESULTS
SAN BRUNO MOUNTAIN DAY USE AREA
555 GUADALUPE CANYON PARKWAY, DALY CITY, CA
404778011 | MARCH 2024

APPENDIX C

Corrosivity Testing (CERCO Analytical)

CERCO analytical
1100 Willow Pass Court, Suite A
Concord, CA 94520-1006
925 462 2771 Fax. 925 462 2775
www.cercoanalytical.com

9 April, 2024

Job No. 2404011
Cust. No.13270

Mr. Caleb Hodnett
Ninyo & Moore
2149 O'Toole Avenue, Suite 30
San Jose, CA 95131

Subject: Project No.: 404778001
Project Name: San Bruno Mountain Day Use Area, 555 Guadalupe Canyon Parkway, Daly City, CA
Corrosivity Analysis – ASTM Test Methods

Dear Mr. Hodnett:

Pursuant to your request, CERCO Analytical has analyzed the soil sample submitted on April 03, 2024. Based on the analytical results, this brief corrosivity evaluation is enclosed for your consideration.

Based upon the resistivity measurement, the sample is classified as "moderately corrosive". All buried iron, steel, cast iron, ductile iron, galvanized steel and dielectric coated steel or iron should be properly protected against corrosion depending upon the critical nature of the structure. All buried metallic pressure piping such as ductile iron firewater pipelines should be protected against corrosion.

The chloride ion concentration reflects none detected with a reporting limit of 15 mg/kg.

The sulfate ion concentration reflects none detected with a reporting limit of 15 mg/kg.

The pH of the soil is 7.02, which does not present corrosion problems for buried iron, steel, mortar-coated steel and reinforced concrete structures.

The redox potential is 110-mV and is indicative of potentially "moderately corrosive" soils resulting from anaerobic soil conditions.

This corrosivity evaluation is based on general corrosion engineering standards and is non-specific in nature. For specific long-term corrosion control design recommendations or consultation, please call *JDH Corrosion Consultants, Inc. at (925) 927-6630.*

We appreciate the opportunity of working with you on this project. If you have any questions, or if you require further information, please do not hesitate to contact us.

Very truly yours,
CERCO ANALYTICAL, INC.

For

J. Darby Howard, Jr., P.E.
President

JDH/jdl
Enclosure

CERCO analytical
1100 Willow Pass Court, Suite A
Concord, CA 94520-1006
925 462 2771 Fax. 925 462 2775
www.cercoanalytical.com

Client: Ninyo & Moore
Client's Project No.: 404778001
Client's Project Name: San Bruno Mountain Day Use Area, 555 Guadalupe Canyon Parkway, Daly City, CA
Date Sampled: 18-Mar-24
Date Received: 3-Apr-24
Matrix: Soil
Authorization: Signed Chain of Custody

Date of Report: 9-Apr-2024

Job/Sample No.	Sample I.D.	Redox (mV)	pH	Conductivity (umhos/cm)*	Resistivity (100% Saturation) (ohms-cm)	Sulfide (mg/kg)*	Chloride (mg/kg)*	Sulfate (mg/kg)*
2404011-001	B-2/0.0-5.0'	110	7.02	-	5,900	-	N.D.	N.D.

Method:	ASTM D1498	ASTM D4972	ASTM D1125M	ASTM G57	ASTM D4658M	ASTM D4327	ASTM D4327
Reporting Limit:	-	-	10	-	50	15	15
Date Analyzed:	3-Apr-2024	4-Apr-2024	-	4-Apr-2024	-	4-Apr-2024	4-Apr-2024

* Results Reported on "As Received" Basis
N.D. - None Detected

Julia Clauson
Chemist

Quality Control Summary - All laboratory quality control parameters were found to be within established limits

Chain of Custody

2404011

1100 Willow Pass Court
Concord, CA 94520-1006
925 462 2771
Fax: 925 462 2775
CERCO analytical

Job No.	CU#		Client Project I.D.
404778001	T3270		

Schedule
Analyte

Date Sampled	Date Due
3/18/24	

Full Name
Caleb Hodnett

Phone 4084359000 x 15329
Fax

Company and/or Mailing Address
Ninyo & Moore 2149 O'Toole Avenue Suite 30 San Jose CA ☒

Cell

Sample Source
San Bruno Mountain Day Use Area, 555 Guadalupe Canyon Parkway, Daly City, CA

Lab No.	Sample I.D.	Date	Time	Matrix	Contain.	Size	Preserv.	Qtv.	ANALYSIS: Redox Potential	pH	Sulfate	Chloride	Resistivity-100% Saturated			ASTM: Brief Evaluation							
	B-2/0.0-5.0'			S					x	x	x	x	x			x							

MATRIX: DW - Drinking Water; GW - Ground Water; SW - Surface Water; WW - Waste Water Water; SL - Sludge; S - Soil; Product

ABBREVIATIONS: HB - Hosebib; PV - Petcock Valve; PT - Pressure Tank; PH - Pump House; RR - Restroom; GL - Glass; PL - Plastic; ST - Sterile

SAMPLE RECEIPT
Total No. of Containers
Rec'd Good Cond/Cold
Conforms to Record
Temp. a t Lab -°C
Sampler

Relinquished By: Date 3/19/24 Time 10:00am
Received By: Nicole Tripp Date 4/3/24 Time 2:50PM
Relinquished By: Date Time
Received By: Date Time
Relinquished By: Date Time
Received By: Date Time

Comments:

THERE IS AN ADDITIONAL CHARGE FOR EXTRUDING SOIL FROM METAL TUBES

Email Address: chodnett@ninyoandmoore.com

APPENDIX D

Utility Survey

SURVEY NOTES

1. DATES OF FIELD SURVEY: 03/22/2024
2. HORIZONTAL & VERTICAL CONTROL WAS BASED ON A GPS SURVEY USING GNSS RTK METHODS CONNECTED TO THE LEICA SMARTNET REAL TIME NETWORK TIED INTO CALIFORNIA STATE PLANE COORDINATES NAD83, EPOCH 2023.250.

UNDERGROUND UTILITY NOTE

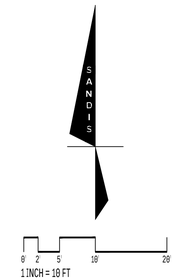
THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY.

SYMBOLS & ABBREVIATIONS

AC		ASPHALT/CONCRETE
AD	□	AREA DRAIN
BFP	◁	BACK FLOW PREVENTOR
CEDAR		CEDAR TREE
CLUST		TREE CLUSTER
CONC		CONCRETE
CYPRESS		CYPRESS TREE
EP		EDGE OF PAVEMENT
EUC		EUCALYPTUS TREE
FG@DOOR		FINISHED GRADE AT DOOR
IRR	⊠	IRRIGATION CONTROL VALVE
MISC-CO	⊙	MISCELLANEOUS CLEANOUT
SSMH	○	SANITARY MANHOLE
VLT		VAULT

LEGEND

——SS——	SANITARY SEWER LINE
——UNK——	UNKNOWN LINE



SANDIS build on. sandis.net

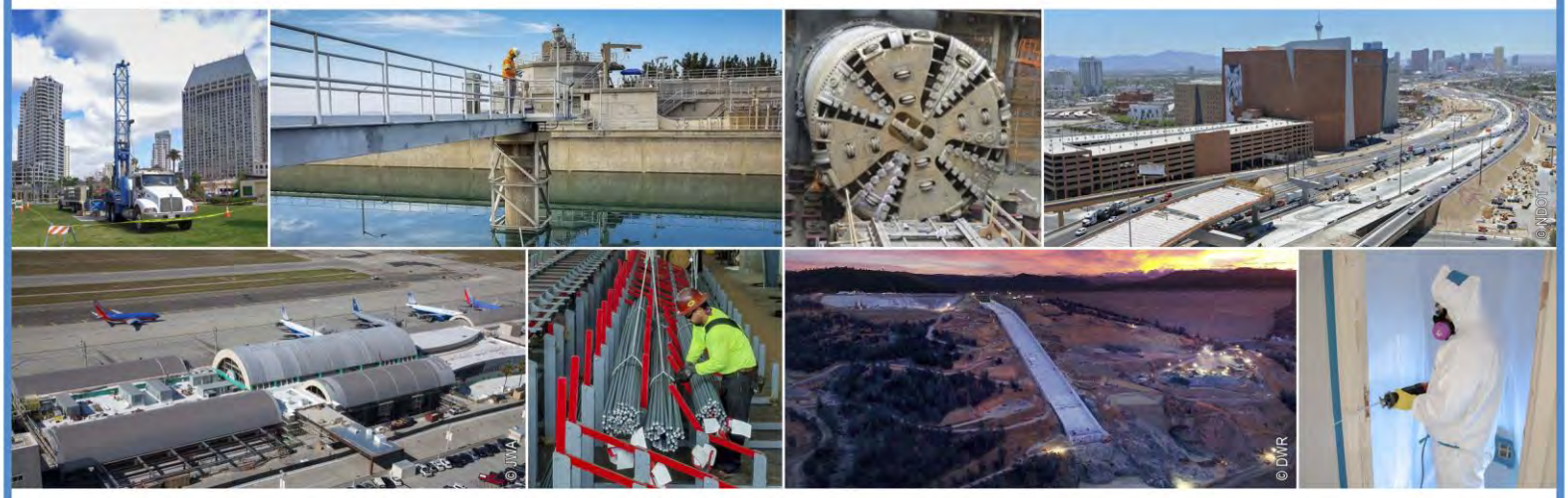
DATE:	04/01/2024
SCALE:	1"=10'
PROJECT No.:	724076

No.	REVISION	DATE	BY

SAN BRUNO MOUNTAIN
DAY USE AREA
DALY CITY CALIFORNIA

PARTIAL TOPOGRAPHIC SURVEY

SHEET 1 OF 1 SHEETS



2149 O'Toole Avenue, Suite 30 | San Jose, California 95131 | p. 408.435.9000

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EXHIBIT 2E

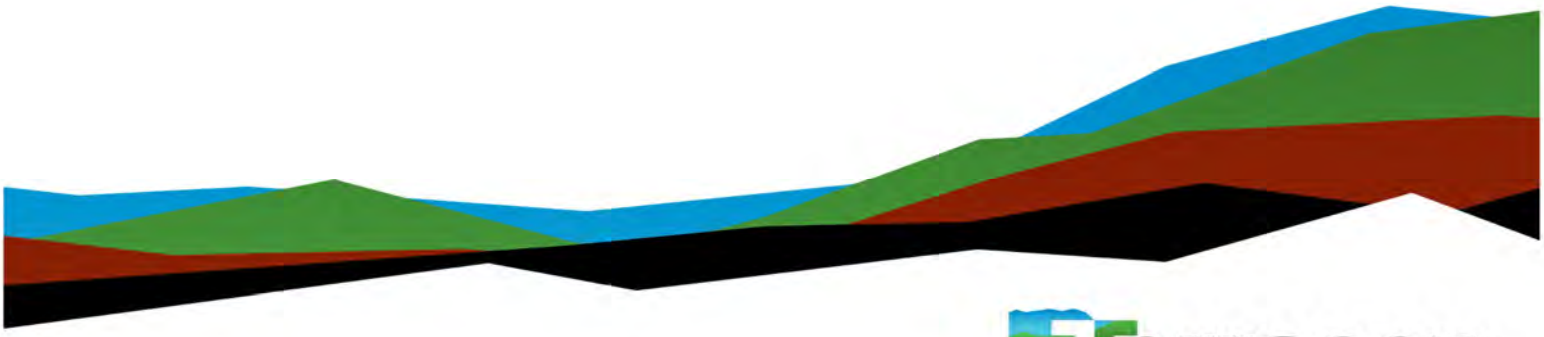
Pre-Demolition Hazardous Materials Survey and Soil Sampling for NOA

San Bruno Mountain Park
555 Guadalupe Canyon Parkway
Brisbane, CA

June 7, 2024 | Report Number: R1247013

Prepared for:

Capital Program Management, Inc.
1851 Heritage Lane, Suite 210
Sacramento, CA 95815



1220 Concord Avenue, Suite 450
Concord, CA 94520
P (510) 547-7771
Terracon.com

June 7, 2024

Capital Program Management, Inc.
1851 Heritage Lane, Suite 210
Sacramento, CA 95815

Attn: Matthew Estes
E: matthew@capitalpm.com

RE: Pre-demolition Hazardous Materials Survey and Soil Sampling
San Bruno Mountain State Park
Day Use Area/Restroom Building
555 Guadalupe Canyon Parkway
Brisbane, California
Terracon Project No: R1247013

Matthew Estes:

Terracon Consultants, Inc. (Terracon) is pleased to submit the attached report for the referenced site to Capital Program Management, Inc. The purpose of this report is to present the results of the pre-demolition hazardous materials survey performed on May 14, 2024. This survey was conducted in general accordance with Terracon's proposal PR1247013, dated January 3, 2024. We understand this survey was requested due to the planned demolition of the site structures, as well as to collect limited soil data in order to assess for the presence of naturally occurring asbestos (NOA).

Terracon appreciates the opportunity to provide this service to Capital Program Management, Inc. If you have any questions regarding this report, please contact our office at your convenience.

Sincerely,
Terracon Consultants, Inc.

William Frieszell, CIH, CAC, CDPH Lead I/A
Industrial Hygiene Consultant

Karin Schroeter, CIH, CAC, CDPH Lead I/A
Industrial Hygiene Department Manager

TABLE OF CONTENTS

PRE-DEMOLITION HAZARDOUS MATERIALS SURVEY AND SOILS FOR NOA

San Bruno Mountain State Park
Day Use Area/Restroom Building
555 Guadalupe Canyon Parkway
Brisbane, California

Terracon Project No. R1247013
June 7, 2024

1.0 INTRODUCTION

Terracon Consultants, Inc. (Terracon) conducted a pre-demolition hazardous materials survey of the Restroom Building, which comprises a portion of the day use area of San Bruno Mountain State Park located at 555 Gudalupe Canyon Parkway in Brisbane, California (hereafter referred to as the site). The project scope also included the limited sampling of soil to a depth of thirty inches in locations throughout the day use area. The survey was conducted May 14, 2024, in general accordance with Terracon's proposal PR1247013, dated January 3, 2024, and the asbestos sampling protocols established in Environmental Protection Agency (EPA) regulation 40 Code of Regulations (CFR) Part 763 Subpart E 763.86, (Asbestos Hazard Emergency Response Act, AHERA). The survey scope included limited destructive sampling methods in interior, exterior and roofing level elevations of the affected structure. The survey included sample collection of suspect asbestos-containing materials (ACMs), naturally occurring asbestos (NOA) in site soil, lead containing paints (LCPs) and bulk materials, as well as polychlorinated biphenyls (PCBs) materials.

A total of fourteen (14) suspected asbestos containing materials (ACMs) were identified throughout the interior, exterior and roofing levels of the structure. Upon analysis, one of the sampled materials, a sink and basin undercoating, was reported to contain asbestos in concentrations exceeding the laboratory limit of detection. A further two (2) materials could not be sampled on the date of the survey, due to the level of destruction to finishes or building envelope, and have been assumed to contain asbestos in accordance with current regulatory framework.

Two (2) painted surfaces and one (1) ceramic tile glazing compound were sampled for potential lead content. One (1) of the three (3) samples collected was reported to contain lead in concentrations exceeding the laboratory limit of detection.

Six (6) samples of priority building materials established within local ordinances promulgated under the direction of the Bay Area Stormwater Management Agencies Association (BASMAA) were collected and analyzed for potential PCB content. None of the materials were reported to contain PCBs in detectable concentrations.

1.2 Reliance

This report is for the exclusive use of Capital Program Management, Inc. (the client) for the demolition of the day use area restroom structure within the San Bruno Mountain Park located 555 Guadalupe Canyon Parkway in Brisbane, California. Reliance by any other party on this report is prohibited without written authorization of Terracon and the client. Reliance on this report by

the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the proposal, this report, and the project contract.

2.0 SCOPE OF WORK

The scope of the survey was as follows:

- Inspect the subject building for the presence of suspect ACMs, lead-containing paint and potential polychlorinated biphenyls (PCBs) containing materials.
- Collect samples of suspect ACMs following a National Emissions Standards for Hazardous Air Pollutants (NESHAPS) protocol for sample collection for a renovation survey.
- Asbestos bulk samples will be analyzed using polarized light microscopy (PLM) in accordance with the EPA's July 1993 method for the determination of asbestos in bulk building materials - EPA 600/R-93/116.
- Collect bulk samples of primary painted surfaces and other materials suspected to be lead containing. Bulk samples will be analyzed at an accredited laboratory by Flame Atomic Absorption (AA) for Total Lead reported in parts per million (ppm).
- PCB samples will be analyzed at an accredited laboratory by Gas Chromatography and Electron Capture Detector (GC-ECD) techniques in general accordance with EPA Method 8082A.
- Perform up to six borings throughout the site in approximate locations specified by the client to conduct composite soil-sampling techniques to a depth of 30 inches.
- Submit soil samples to an accredited laboratory for analysis by CARB Method 435, which identifies asbestos aggregate fibers via enhanced PLM methodologies.
- Submit written report including analytical results, regulatory requirements and conclusions.

3.0 FIELD ACTIVITIES

3.1 Asbestos, Lead, PCBs, and Other Hazardous Building Materials

The survey was conducted by William Frieszell, Karin Schroeter and Brad Wallenberg, California Division of Occupational Safety and Health (Cal/OSHA) Certified Asbestos Consultants (CACs) and California Department of Public Health (CDPH) Lead Inspector/Assessors. Copies of pertinent training certifications are included in Appendix F. The asbestos portion of the survey was conducted in general accordance with the sample collection protocols established in EPA 40 CFR Part 763 Subpart E 763.86, AHERA. A summary of survey activities is provided below.

3.2 Visual Assessment - Asbestos

Survey activities were initiated with visual observation of the subject structures to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of a building material that appears similar throughout in terms of color, size and texture with consideration given to the date of application.

3.3 Physical Assessment - Asbestos

A physical assessment of each HA of suspect ACM was conducted to assess the current friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with EPA AHERA sampling protocols. Samples of suspect materials were collected from representative locations in each homogeneous area. Bulk samples were collected using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

The selection of sample locations and frequency of sampling were based on Terracon's observations and the assumption that like materials in the same area are homogeneous in content.

Terracon collected thirty-three (33) samples from the fourteen (14) homogeneous areas of suspect ACMs. Laboratory analysis reported that one (1) of the materials contained asbestos. A summary of the materials reported as containing asbestos is included in Tables I & II below, with full laboratory data and chains of custody provided in Appendix A.

3.4 Sample Analysis - Asbestos

Asbestos bulk samples were submitted under chain of custody to SGS Forensic Analytical Laboratories (SGS) in Carson, California for analysis by polarized light microscopy (PLM) with dispersion staining techniques per EPA methodology 600/R-93/116. The percentage of asbestos, where applicable, was determined by microscopic visual estimation. Eurofins is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) Accreditation (No. 200757-0).

3.5 Naturally Occurring Asbestos

Prior to conducting soil sampling activities, Terracon requested that USA North 811 report on any subsurface utilities within the sampling area. In addition, a private utility locator service was contracted and accompanied the technician to each of the six (6) marked locations where they were additionally cleared with a radius of five feet for shallow sampling. Finally, Terracon used a Leica wand prior to advancing the borings. A Leica is a basic locator that utilizes power and radio modes to find power lines under load and potential metallic lines. Terracon did not discover lines additional to those found and marked by the private locator firm.

During the survey, Terracon collected a total of six (6) multi-point composite samples, from approximate locations specified by the client, in order to assess for the presence of naturally occurring asbestos. Approximate coordinates for the six borings performed during the survey are as follows:

- San Bruno Mountain Park - Coordinates: 37.697313, -122.433745
- San Bruno Mountain Park - Coordinates: 37.697449, -122.433893
- San Bruno Mountain Park - Coordinates: 37.697542, -122.434075
- San Bruno Mountain Park - Coordinates: 37.697765, -122.433906

- San Bruno Mountain Park - Coordinates: 37.697301, -122.432968
- San Bruno Mountain Park - Coordinates: 37.697456, -122.432872

Samples were collected via manual hand auger using multi-point composite sampling techniques to a depth of approximately thirty inches below ground surface in each of the locations listed.

Soil samples were extracted by hand using a decontaminated trowel and disposable gloves and placed directly into discrete packaging containers. Each sample container was labeled with the project number, date, time, boring number, and sample number. Sample containers were placed in a chilled cooler immediately after sampling. Upon completion of soil sampling activities during each project phase, all samples were transported to Micro Analytical Laboratory (Micro) in Emeryville, California for analysis by CARB 435 PLM methodologies. Micro holds current accreditation as a California Environmental Laboratory Accreditation Program (ELAP)-certified laboratory.

At the completion of the field activities, each sample location was backfilled with soil cuttings generated from boring activities.

None of the soil samples were reported to contain asbestos in detectable concentrations. The data for soil borings is summarized in Table II, along with confirmed non-ACM building materials. Laboratory data reports and Terracon chains of custody are attached to this report in Appendix B.

3.6 Lead Containing Paint and Materials

Terracon collected paint chip, ceramic tiles, and building sealant samples to determine the lead content in parts per million (ppm) of the predominant interior and exterior surfaces and sealants associated with the structure. Suspect lead samples were collected in sealable containers and labeled with unique sample numbers using an indelible marker.

3.7 Visual Assessment – Lead Containing Paint and Materials

Inspection activities began with visual observations of painted and glazed surfaces to identify unique combinations of paint and suspect bulk materials. A unique combination of paint consists of paint that is applied to a building material and has similar color, substrate, and component. The assessment was conducted throughout the buildings. Suspect lead caulking and ceramic tiles were identified and associated with the interior and exterior of the portable restroom building.

3.8 Physical Assessment – Lead Containing Paint and Bulk Materials

A physical assessment of unique combinations of paint was conducted to assess the condition of the paint. Lead paint chip samples were collected to comply with Cal-OSHA regulations (Title 8 CCR 1532.1 – Lead Exposure in Construction) for the proposed demolition activities. Paint was sampled to identify potential worker exposure and potential disposal restrictions. All interior and exterior painted surfaces were in fair to good condition and generally intact with the building substrates at the time of the survey.

Terracon sampled two (2) painted surfaces and one (1) bulk material during the survey. One (1) of the materials sampled, a ceramic tile glazing compound, was found to contain lead concentrations in exceedance of the laboratory detection limit. A summary of suspect lead paint and materials collected during the survey is summarized in Table III.

3.9 Sample Analysis - Lead Containing Paint and Bulk Materials

Paint chip and bulk samples were submitted under chain of custody to Eurofins in Tustin and were analyzed by Flame Atomic Absorption method SW846-7000B. Eurofins is accredited by the American Industry Hygiene Association's (AIHA) Environmental Lead Laboratory Accreditation Program (ELLAP) (Laboratory Code 178697) to perform Flame Atomic Absorption analysis. The laboratory reports for the lead samples are included as Appendix C.

3.10 PCBs – Sealants

Terracon collected six (6) bulk samples from two (2) priority building materials as established under local ordinance under the direction of the Bay Area Stormwater Management Agencies Association (BASMAA). Bulk sealant samples were collected using a razor knife and were placed into individual containers. Each sample was provided a discrete sample number, which was recorded on a chain of custody form. The samples were transported under chain of custody procedures to SGS Excelchem Laboratories, Inc. (SGS) in Rocklin, California. All samples were analyzed for PCB content in accordance with EPA Method SW8082A. The laboratory reports for the PCB samples are included as Appendix D. A summary of the PCB materials samples is included in Table IV.

4.0 FINDINGS

4.1 Asbestos

Asbestos was identified or assumed in three (3) of the fourteen (14) building materials identified during the survey. A summary of confirmed ACMs is provided in Table I, below. Laboratory analytical reports are included as Appendix A. Sample locations are depicted on figures in Appendix E.

Table I
Asbestos Containing Materials

Material Description	Material Locations	Asbestos Content by Layer	NESHAP Category	Est. Qty
Mirror Mastic	Material Located at Single Mirror at Women's Restroom Area	ASSUMED	Cat. II	2 SF
Skylight Assembly Sealant/Caulk/Putty	Material is Located at Upper Roofing Level at Skylights	ASSUMED	Cat. II	10 SF
Restroom Fixture Rear Coat Mastic - Black	Material is Present behind Toilets, Urinals and Sinks throughout Restrooms	Trace Chrysotile Asbestos C0. <25% CH (verified by 400-pt Point Count analysis)	Cat. II	250 sf

ND = None Detected, CH = Chrysotile, NA = Not Applicable, RACM = Regulated asbestos containing material (friable), Cat. I = Non-friable (note ACM must be reclassified as a RACM if rendered friable during removal), Cat. II = Category II Non-friable (note ACM must be reclassified as a RACM if rendered friable during removal), LF = Linear Feet, SF = square feet, *Estimate quantity should be field verified prior to abatement or abatement design

Eleven (11) of the fourteen (14) materials identified during the survey were not reported to contain asbestos in concentrations exceeding the laboratory's limit of detection upon analysis. Additionally, Terracon performed multi-point composite sampling for naturally occurring asbestos (NOA) in six locations to a maximum depth of 30 inches. Asbestos was not reported to be present in any of the soil samples collected. The confirmed non-ACMs are summarized in Table II, below.

Table II
Non-Asbestos Containing Materials

Material Description	Sample Locations
Roofing Field System - Asphaltic Shingle	Southeastern Corner of Upper Roof Eastern Perimeter of Building Northeastern Corner of Upper Roof
Pressure Grout in CMU Wall Systems	Northwestern Corner of Building Western Elevation at Foundation Storage/Electrical Room at Wall Penetration
Ceramic Tile Wainscot System - 4" Light Green Tile with Grout and Mortar	Men's Restroom at Divider Wall Men's Restroom at Northwestern Wall, North Side Women's Restroom at Accessible Stall
Block Filler Material at Divider Walls	Men's Restroom at Accessible Divider Men's Restroom at Single User Divider Women's Restroom at Accessible Stall
Perimeter Wall System - CMU Block with Mortar	Storage/Electrical Room at Entry Way Northwestern Corner of Building Southwestern Corner of Building
Concrete Floor/Slab System	Concrete Pad at Men's Restroom Southeastern Corner of Building Storage/Electrical Room at Entry Way
Caulking Bead at Vent Above Store Room	Storage/Electrical Room at Louver Northwestern Corner of Building
Asphalt Pavement	Pad Outside of Women's Restroom Pad at Bicycle Repair Area Pad at Exterior Sign Post
Felt Layer under Metal Roofing System	Northeastern Corner of Building at Overhang Southeastern Corner of Building at Overhang
Concrete Column Systems	Building Exterior at Southeastern Column Building Exterior at Northeastern Column Building Exterior at Southeastern Column
Restroom Door Frame Caulking - Yellow/White	Women's Restroom Entry Way Men's Restroom Entry Way
Day Use Area - Soils by CARB 435	Coordinates: 37.697313, -122.433745 Coordinates: 37.697449, -122.433893 Coordinates: 37.697542, -122.434075 Coordinates: 37.697765, -122.433906 Coordinates: 37.697301, -122.432968 Coordinates: 37.697456, -122.432872

It should be reemphasized that although reasonable efforts were made to survey accessible suspect materials, additional suspect but un-sampled materials could be located under existing building materials, inside walls, above ceilings, in isolated areas or in other concealed areas. Therefore, if suspect materials are encountered during abatement and demolition activities that do not appear to have been characterized as ACM or non-ACM, these materials must be assumed to be ACM until samples are collected and analyzed to prove otherwise. Any assumed material

should be treated as asbestos or sampled to determine asbestos content before disturbing the material.

4.2 Lead Containing Paint/Materials

Terracon sampled two (2) predominant painted surfaces and one (1) ceramic tile glazing compound. The ceramic tile glazing compound was reported to contain lead in concentrations exceeding the laboratory detection limit. A summary of sample locations and analytical results is below in Table III. Samples reported with "<" are below the laboratory analytical reporting limit for the sample submitted. Laboratory reports are in Appendix C.

Table III
Lead Containing Paint/Materials

Sample #	Sample Description	Sample Location	Total Lead Result	Condition
Pb-01	Light Grey Glazing Compound on 4" Ceramic Wall Tile	Restroom Building Interior at Men's Section (also located in the women's room)	130 ppm	Intact
Pb-02	White Paint on CMU Block Exterior Wall System	Building Exterior at Northern Wall	<60 ppm	Intact
Pb-03	Grey Paint on Wooden Doorframe	Building Exterior at Sliding Door to Electrical Room	<70 ppm	Intact

ppm = parts per million

Uncharacterized paints and/or suspect materials should be assumed to contain lead until sampling and analysis prove otherwise.

4.3 PCB Containing Materials

Terracon collected six (6) bulk samples from BASMAA priority building materials. None of the materials sampled were reported to contain PCBs in concentrations exceeding the laboratory reporting limit. A summary of PCB sample locations and analytical results is below in Table IV. Laboratory reports are provided in Appendix D.

Table IV
PCB Containing Materials

Sample #	Material Description	Sample Location	PCB Content
PCB-1	Ventilation Louver Sealant above Door to Storage	South End of Lower Louver Edge	ND <1.96 mg/Kg
PCB-2	Ventilation Louver Sealant above Door to Storage	Approximate Center of Lower Louver Edge	ND <1.85 mg/Kg
PCB-3	Ventilation Louver Sealant above Door to Storage	North End of Lower Louver Edge	ND <1.92 mg/Kg
PCB-4	Restroom Building Doorway Caulking	Men's Restroom at Entry Way	ND <1.89 mg/Kg
PCB-5	Restroom Building Doorway Caulking	Women's Restroom at Entry Way	ND <1.92 mg/Kg

Sample #	Material Description	Sample Location	PCB Content
PCB-6	Restroom Building Doorway Caulking	Men's Restroom at Entry Way	ND <2.00 mg/Kg

ppm = parts per million, < = less than laboratory reporting limit

5.0 REGULATORY OVERVIEW

5.1 Asbestos

The Asbestos NESHAP program in California is enforced by federal, state, and county Asbestos NESHAP Coordinators. For projects occurring in Brisbane, California, the Bay Area Air Quality Management District (BAAQMD) has been delegated authority from the EPA to enforce the Asbestos NESHAP within its respective jurisdictional boundaries, excluding tribal lands.

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. The asbestos NESHAP regulation also requires the identification and classification of existing ACM according to friability prior to demolition or renovation activity. Friable ACM is a material containing more than 1% asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. All friable ACM is considered regulated asbestos-containing material (RACM). The NESHAP regulation is implemented locally by the BAAQMD under Regulation 11, Rule 2.

The asbestos NESHAP regulation classifies ACM as either RACM, Category I non-friable ACM or Category II non-friable ACM. RACM includes all friable ACM, along with Category I and Category II non-friable ACM that has become friable, will be or has been subjected to sanding, grinding, cutting, or abrading, or ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder during renovation or demolition activity. Category I non-friable ACM are exclusively asbestos-containing packings, gaskets, resilient floor coverings, and asphalt roofing products that contain more than 1% asbestos. Category II non-friable ACM are all other non-friable materials other than Category I non-friable ACM that contain more than 1% asbestos.

Friable ACM, along with Category I and Category II non-friable ACM, which is in poor condition and has become friable or which will be subjected to drilling, sanding, grinding, cutting, abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM).

Building materials confirmed to be ACM through the collection of bulk sampling and subsequent laboratory analysis, or presumed ACM, must be removed prior to intentional disturbance during the planned demolition activities. Asbestos abatement must be conducted by California licensed and registered abatement contractors and workers with Cal/OSHA-accredited training. Third-party air monitoring is recommended during the abatement activities.

Cal/OSHA requires that only properly licensed and certified asbestos abatement contractors be allowed to remove ACM. As per NESHAP, all RACM shall be removed from a facility being demolished or renovated before any non-burning demolition or renovation begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal. According to the BAAQMD Regulation 11, Rule 2, if more than 100 square feet or 100 linear feet of any RACM is to be stripped, removed, dislodged, cut, drilled, or similarly disturbed, or for any demolition, the asbestos abatement contractor or facility owner must submit

an Asbestos Notification of Demolition and Renovation form to the BAAQMD along with the appropriate fees within at least 10 working days prior to the scheduled asbestos removal activity or demolition start date. Planned renovations that do not meet the definition of 'demolition or renovation of a facility' per BAAQMD and where no ACM exists do not require notification to NESHAP.

The Cal-OSHA asbestos standard for construction (Title 8 CCR 1529) regulates workplace exposure to asbestos. The Cal-OSHA standard requires that employee exposure to airborne asbestos must not exceed 0.1 fibers per cubic centimeter of air (0.1 f/cc) as an eight-hour time weighted average (TWA) and not exceed 1.0 fibers per cubic centimeter of air (1.0 f/cc) over a 30-minute time period known as an excursion limit (EL). The TWA and EL are known as Cal-OSHA's asbestos permissible exposure limits (PELs). The Cal-OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

Asbestos containing construction materials (ACCM) is a term developed by Cal/OSHA out of concern for non-hazardous building materials used inside and outside a building that contain less than 1% asbestos. The definition of ACCM includes any manufactured building material that has more than one-tenth of 1% (>0.1%) asbestos content. The BAAQMD requires point counting of friable samples of ACM at concentrations of less than 10% to determine more accurately the content of asbestos and proper classification of the material for proper abatement and disposal requirements. Alternatively, materials may be presumed as ACMs. If the material is less than one tenth of 1%, the material is not regulated by the EPA however Cal/OSHA worker protection regulations apply if any asbestos is detected.

5.2 Lead Containing Paint/Materials

Personnel performing demolition activities that may disturb painted components or materials with concentrations of lead above the designated analytical detection limit should comply with all current Cal-OSHA regulations in order to minimize employee exposure. Cal-OSHA defines lead containing paint as a paint, which contains lead, regardless of the concentration. Currently, any proposed renovation/demolition is subject to the Cal-OSHA regulations (Title 8 CCR 1532.1 – Lead Exposure in Construction). The Cal-OSHA regulation defines specific training requirements, engineering controls and working practices for construction personnel subject to this standard. Occupational exposure to lead occurring during construction work, including maintenance activities, painting, alteration, and repairs is subject to the Cal-OSHA Lead Exposure in Construction standard.

Construction work covered by Title 8 CCR 1532.1 includes any repair or renovation activities or other activities that disturb in-place lead-containing materials. Employers must assure that no employee will be exposed to lead at concentrations greater than 50 micrograms per cubic meter ($\mu g/m^3$) averaged over an eight-hour period without adequate protection. The Cal-OSHA Standard also establishes an action level of 30 $\mu g/m^3$ which if exceeded triggers the requirement for medical monitoring.

Proper waste stream categorization is required for the disposal of all lead containing materials and painted construction debris with total lead content that exceeds 50 ppm. The debris should be classified as hazardous waste if lead waste concentrations exceed either the total lead concentration or soluble lead concentration regulatory limits. Total lead concentration is determined by Total Threshold Limit Concentration (TTLC). Soluble or leachable lead is determined by the Soluble Threshold Limit Concentration (STLC, California required test) and/or

Toxicity Characteristic Leaching Procedure (TCLP) (Federal EPA required test). Regulatory limits characterize a lead waste as a hazardous waste if lead concentrations exceed 1,000 ppm by TTLC or 5 milligram per liter by STLC or TCLP.

The above overview is not intended to be inclusive of all potentially pertinent regulatory information. The relevant EPA and OSHA standards should be consulted prior to undertaking activities involving the demolition, renovation, or maintenance of surfaces coated with lead containing paints.

an appropriate vendor.

5.3 PCBs

PCBs are regulated by the EPA under 40 CFR 761. The production of PCBs has been banned since 1979 and may be present in electrical capacitors, sealants, hydraulic oils, and transformers commonly found in buildings. Materials with greater than 50 ppm PCB content are considered PCB contaminated waste while materials with greater than 500 ppm PCB are considered PCB containing.

PCB containing equipment and/or contaminated materials must be removed and disposed properly prior to demolition of a building. PCB containing lighting ballasts may be present in some lighting fixtures and must be verified by labeling. All PCB containing materials must be removed and disposed prior to building demolition.

6.0 LIMITATIONS/GENERAL COMMENTS

Terracon performed limited destructive testing such as selective demolition of wall systems, dismantling of equipment or removal of protective coverings during the pre-demolition hazardous materials survey. Uncharacterized hidden materials may exist under existing finishes, equipment, or structural materials.

This hazardous materials survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our survey at the subject site. The information contained in this report is relevant to the dates on which this survey was performed and should not be relied upon to represent conditions at a later date.

This report has been prepared on behalf of and exclusively for use by the client for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

APPENDIX A

ASBESTOS ANALYTICAL LABORATORY DATA

Final Report

Bulk Asbestos Analysis

(EPA Method 40CFR, Part 763, Appendix E to Subpart E and EPA 600/R-93-116, Visual Area Estimation)
NVLAP Lab Code: 101459-1

Terracon - Concord
Karin Schroeteer
1220 Concord Ave
suite 450
Concord, CA 94520

Client ID: L1969
Report Number: B360153
Date Received: 05/15/24
Date Analyzed: 05/17/24
Date Printed: 05/17/24
First Reported: 05/17/24

Job ID/Site: R1247013 - San Bruno Mountain Park - 555 Guadalupe Canyon Parkway, Brisbane CA

SGSFL Job ID: L1969
Total Samples Submitted: 33
Total Samples Analyzed: 33

Date(s) Collected: 05/14/2024

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
01A	12746867						
Layer: Tan Roof Shingle			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace) Fibrous Glass (40 %)		**Asbestos (ND)**					
01B	12746868						
Layer: Tan Roof Shingle			**ND**				
Layer: Black Tar			**ND**				
Layer: Tan Roof Shingle			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace) Fibrous Glass (40 %)		**Asbestos (ND)**					
01C	12746869						
Layer: Tan Roof Shingle			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace) Fibrous Glass (40 %)		**Asbestos (ND)**					
02A	12746870						
Layer: Grey Cementitious Material			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
02B	12746871						
Layer: Grey Cementitious Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
02C	12746872						
Layer: Grey Cementitious Material			**ND**				
Layer: Beige Cementitious Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					

20535 South Belshaw Avenue, Carson, CA 90746 | phone: 310.763.2374 / 800.813.9417 Fax: 310.763.4450 | https://falaboratories.sgs.com

Report Number: B360153
Client Name: Terracon - Concord **Date Printed:** 05/17/24

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
03A	12746873						
Layer: Beige Ceramic Tile			**ND**				
Layer: White Grout			**ND**				
Layer: White Mortar			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
03B	12746874						
Layer: Beige Ceramic Tile			**ND**				
Layer: White Grout			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
03C	12746875						
Layer: Beige Ceramic Tile			**ND**				
Layer: White Mortar			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
04A	12746876						
Layer: Grey Cementitious Material			**ND**				
Layer: Paints			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
04B	12746877						
Layer: Dark Grey Cementitious Material			**ND**				
Layer: White Cementitious Material			**ND**				
Layer: Paints			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
04C	12746878						
Layer: Grey Cementitious Material			**ND**				
Layer: White Cementitious Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
05A	12746879						
Layer: Dark Grey Cementitious Material			**ND**				
Layer: Grey Cementitious Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					

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Report Number: B360153
Client Name: Terracon - Concord **Date Printed:** 05/17/24

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
05B	12746880						
Layer: Dark Grey Cementitious Material			**ND**				
Layer: Grey Cementitious Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
05C	12746881						
Layer: Dark Grey Cementitious Material			**ND**				
Layer: Grey Cementitious Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
06A	12746882						
Layer: Grey Cementitious Material			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
06B	12746883						
Layer: Grey Cementitious Material			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
06C	12746884						
Layer: Beige Cementitious Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
08A	12746885						
Layer: Black Mastic			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
08B	12746886						
Layer: Black Mastic		Chrysotile	**Trace**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (Trace)**					
Comment: This comment applies to the Black Mastic only: Insufficient material for additional analyses.							
08C	12746887						
Layer: Black Mastic			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
09A	12746888						
Layer: Brown Non-Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					

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Report Number: B360153
Client Name: Terracon - Concord **Date Printed:** 05/17/24

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
09B	12746889						
Layer: Brown Non-Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
10A	12746890						
Layer: Black Asphalt with Debris			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
10B	12746891						
Layer: Black Asphalt			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
10C	12746892						
Layer: Black Asphalt			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
11A	12746893						
Layer: Black Felt			**ND**				
Total Composite Values of Fibrous Components: Cellulose (50 %) Synthetic (15 %)		**Asbestos (ND)**					
11B	12746894						
Layer: Black Felt			**ND**				
Total Composite Values of Fibrous Components: Cellulose (50 %) Synthetic (15 %)		**Asbestos (ND)**					
12A	12746895						
Layer: Grey Cementitious Material			**ND**				
Layer: Paints			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
12B	12746896						
Layer: Grey Cementitious Material			**ND**				
Layer: Paints			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
12C	12746897						
Layer: Grey Cementitious Material			**ND**				
Layer: Paints			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					

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Report Number: B360153

Client Name: Terracon - Concord **Date Printed:** 05/17/24

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
14A	12746898						
Layer: Tan Non-Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					
14B	12746899						
Layer: Tan Non-Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components: Cellulose (Trace)		**Asbestos (ND)**					

Eric Cerecedo, Laboratory Supervisor, Carson Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

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Terracon

1220 Concord Avenue Suite 450, Concord, Californai

	PM- W. Frieszell wmfrieszell@terracon.com	X	PM - K. Schroeter Karin@rgaenv.com		PM - K. Pilgrim Ken@rgaenv.com
	PM - T. Kattchee Tedd@rgaenv.com		PM - B. Gils Bob@rgaenv.com		PM - M. Bryant marlin.bryant@rgaenv.com

ACM BULK SAMPLE DATA SHEET

* PLM Analysis **Page_1_of 4_**

___ Stop Analysis at First Positive

_X_ Analyze All Samples

___ Point Count Analysis (400-point)

Project Name/Address	San Bruno Mountain Park 555 Guadalupe Canyon Parkway, Brisbane CA								
Project Number	R1247013	**Sampled By**	Karin Schroeter		**Sampling Date**	May 14, 2024			
Laboratory	SGS Forensic	X	Other		**Turn Around Time**	48 hr	X	Other (Specify)	

***FAX OR E-MAIL REPORT TO: *SEE ABOVE PROJECT MANAGER (PM)* ***

HM# 01	***Material Description:*** Asphaltic Roofing Shingle	
Sample ID	***Sample Location & Material Location***	***Quantity:***
01 A	Restroom Building – SE Corner of Upper Roof	
01 B	Restroom Building – E Perimeter	
01 C	Restroom Building – NE Corner of Upper Roof	
Material Location:		
HM# 02	***Material Description:*** Pressure Grout Inside Block	
Sample ID	***Sample Location & Material Location***	***Quantity:***
02 A	Restroom Building – NW Corner of Building at 4.5'	
02 B	Restroom Building – West Elevation at Foundation	
02 C	Restroom Building – Storage Room/Electrical Panel Room at Wall Penetration	
Material Location:		
HM# 03	***Material Description:*** Ceramic Tile Wainscoting, Grout, Mortar Bed – Light Green	
Sample ID	***Sample Locations***	***Quantity:***
03 A	Men's Restroom at Lower End of Divider Wall	
03 B	Men's Restroom at North end of NW Wall	
03 C	Women's Restroom – Accessible Stall	
Material Location:		
HM# 04	***Material Description:*** Block Filler at Divider Walls in Restrooms	
Sample ID	***Sample Location & Material Location***	***Quantity:***
04 A	Men's Restroom at Accessible Divider	
04 B	Men's Restroom at Single User Divider	
04 C	Women's Restroom at Accessible Stall	
Material Location:		

	NAME:	SIGNATURE:	COMPANY:	DATE:
Relinquished By:	**Karin Schroeter**	Karin Schroeter	**Terracon Consultants**	**May 14, 2024**
Received By:	Jasmine Contreras	Jasmine Contreras	SGS	5-17-24 9:30am
Relinquished By:				
Received By:	~~FX 5003~~			

RECEIVED
MAY 16 2024
BY: JC 1030

Rel'g: Jade Cooks 5/16/24 3:06

Terracon

1220 Concord Avenue Suite 450, Concord, Californai

	PM- W. Frieszell wmfrieszell@terracon.com	X	PM - K. Schroeter Karin@rgaenv.com		PM - K. Pilgrim Ken@rgaenv.com
	PM - T. Kattchee Tedd@rgaenv.com		PM - B. Gils Bob@rgaenv.com		PM - M. Bryant marlin.bryant@rgaenv.com

ACM BULK SAMPLE DATA SHEET

* PLM Analysis — Page 2 of 4

___ Stop Analysis at First Positive

X Analyze All Samples

___ Point Count Analysis (400-point)

Project Name/Address	San Bruno Mountain Park 555 Guadalupe Canyon Parkway, Brisbane CA							
Project Number	R1247013	**Sampled By**	Karin Schroeter		**Sampling Date**	May 14, 2024		
Laboratory	Micro	X	Other		**Turn Around Time**	5 Day	X	Other (Specify)

***FAX OR E-MAIL REPORT TO: *SEE ABOVE PROJECT MANAGER (PM)* ***

HM# 05	***Material Description:*** CMU/Block - Grout	
Sample ID	***Sample Location & Material Location***	***Quantity:***
05 A	Restroom Building – Storage Room/Electrical Panel Room	
05 B	Restroom Building – NW Corner of Building	
05 C	Restroom Building – SW Corner of Building	
Material Location:		
HM# 06	***Material Description:*** Concrete Floor	
Sample ID	***Sample Location & Material Location***	***Quantity:***
06 A	Restroom Building – Concrete Pad in Men's Room	
06 B	Restroom Building – SE Corner of Pad	
06 C	Restroom Building – Storage Room/Electrical Panel Room	
Material Location:		
HM# 07	***Material Description:*** Mirror Mastic	
Sample ID	***Sample Locations***	***Quantity:***
Assumed	Assumed	
Material Location:		
HM# 08	***Material Description:*** Sink Undercoating	
Sample ID	***Sample Location & Material Location***	***Quantity:***
08 A	Restroom Building – Men's at Urinal	
08 B	Restroom Building – Men's Single User Restroom	
08 C	Restroom Building – Women's Restroom Eastern Stall	
Material Location:		

	NAME:	SIGNATURE:	COMPANY:	DATE:
Relinquished By:	**Karin Schroeter**	Karin Schroeter	**Terracon Consultants**	**May 14, 2024**
Received By:	Jasmine Contreras	Jasmine Contreras	SGS	5-17-24 9:30am
Relinquished By:				
Received By:				

RECEIVED
MAY 1 0 2024
BY: JC 1030

Docusign Envelope ID: A3228B90-A416-4991-8459-8F8515CCF10B

Terracon
1220 Concord Avenue Suite 450, Concord, Californai

	PM- W. Frieszell wmfrieszell@terracon.com	X	PM - K. Schroeter Karin@rgaenv.com		PM - K. Pilgrim Ken@rgaenv.com
	PM - T. Kattchee Tedd@rgaenv.com		PM - B. Gils Bob@rgaenv.com		PM - M. Bryant marlin.bryant@rgaenv.com

ACM BULK SAMPLE DATA SHEET

* PLM Analysis — **Page 3 of 4**

___ Stop Analysis at First Positive

X Analyze All Samples

___ Point Count Analysis (400-point)

Project Name/Address	San Bruno Mountain Park 555 Guadalupe Canyon Parkway, Brisbane CA						
Project Number	R1247013	**Sampled By**	Karin Schroeter	**Sampling Date**	May 14, 2024		
Laboratory	Micro	X Other	**Turn Around Time**	5 Day	X	Other (Specify)	

***FAX OR E-MAIL REPORT TO: *SEE ABOVE PROJECT MANAGER (PM)* ***

HM# 09	***Material Description:*** Caulking Bead at Vent Above Storeroom	
Sample ID	***Sample Location & Material Location***	***Quantity:***
09 A	Restroom Building – Storage Room/Electrical Panel Room	
09 B	Restroom Building – NW Corner of Building	
Material Location:		
HM# 10	***Material Description:*** Asphalt Floor	
Sample ID	***Sample Location & Material Location***	***Quantity:***
10 A	Restroom Building – Pad Outside of Women's Room	
10 B	Restroom Building – Pad at Bike Repair Area	
10 C	Restroom Building – Pad at Sign Post	
Material Location:		
HM# 11	***Material Description:*** Roofing Felt Under Metal Roof	
Sample ID	***Sample Locations***	***Quantity:***
11 A	Restroom Building – NE Corner of Building at Overhang	
11 B	Restroom Building – SE Corner of Building at Overhang	
Material Location:		
HM# 12	***Material Description:*** Column Concrete	
Sample ID	***Sample Location & Material Location***	***Quantity:***
12 A	Restroom Building – SE Corner Column	
12 B	Restroom Building – NE Corner Column	
12 C	Restroom Building – SE Corner Column	
Material Location:		
HM# 13	***Material Description:*** Skylight Putty	
Assume	Assume	

	NAME:	SIGNATURE:	COMPANY:	DATE:
Relinquished By:	Karin Schroeter	Karin Schroeter	Terracon Consultants	May 14, 2024
Received By:	Yasmine Contreras	Yasmine Contreras	SGS	5-17-24 9:30am
Relinquished By:				
Received By:				

RECEIVED FX 15043
MAY 1 ? 2024
BY: JC 1030

RL19: Jade Cooks 5/16/24 3:06 pm

Terracon

1220 Concord Avenue Suite 450, Concord, Californai

ACM BULK SAMPLE DATA SHEET

	PM- W. Frieszell wmfrieszell@terracon.com	X	PM - K. Schroeter Karin@rgaenv.com		PM - K. Pilgrim Ken@rgaenv.com
	PM - T. Kattchee Tedd@rgaenv.com		PM - B. Gils Bob@rgaenv.com		PM - M. Bryant marlin.bryant@rgaenv.com

* PLM Analysis — Page 4 of 4

___ Stop Analysis at First Positive

X Analyze All Samples

___ Point Count Analysis (400-point)

Project Name/Address	San Bruno Mountain Park 555 Guadalupe Canyon Parkway, Brisbane CA							
Project Number	R1247013	**Sampled By**	Karin Schroeter		**Sampling Date**	May 14, 2024		
Laboratory	Micro	X	Other		**Turn Around Time**	5 Day	X	Other (Specify)

***FAX OR E-MAIL REPORT TO: *SEE ABOVE PROJECT MANAGER (PM)* ***

HM# 14	***Material Description:*** Restroom Door Frame Caulking – Yellow/White	
Sample ID	***Sample Location & Material Location***	***Quantity:***
14 A	Restroom Building – Women's RR Door	
14 B	Restroom Building – Men's RR Door	
Material Location:		

HM#	***Material Description:***	
Sample ID	***Sample Location & Material Location***	***Quantity:***
Material Location:		

HM#	***Material Description:***	
Sample ID	***Sample Locations***	***Quantity:***
Material Location:		

HM#	***Material Description:***	
Sample ID	***Sample Location & Material Location***	***Quantity:***
Material Location:		

	NAME:	**SIGNATURE:**	**COMPANY:**	**DATE:**
Relinquished By:	**Karin Schroeter**	Karin Schroeter	**Terracon Consultants**	**May 14, 2024**
Received By:	Jasmine Contreras	Jasmine Contreras	SGS	9:30am PT
Relinquished By:				
Received By:				

RECEIVED
MAY 15 2024
BY: JC 1080

Rel'd: Jade Cooks 5/14/24 3:01pm

APPENDIX B

ASBESTOS ANALYTICAL LABORATORY DATA - NOA

MICRO ANALYTICAL LABORATORIES, INC.

BULK ASBESTOS ANALYSIS - PLM ARB 435

1023
Karin Schroeter
Terracon Consultants, Inc.
1220 Concord Ave., Ste 450
Concord, CA 94520

PROJECT:
JOB NO. R1247013
SAN BRUNO MOUNTAIN PARK
555 GUADALUPE CANYON PARKWAY
BRISBANE, CA

Micro Log In **314947**
Total Samples 6
Date Sampled 05/14/2024
Date Received 05/14/2024
Date Analyzed 05/14/2024

SAMPLE INFORMATION	ASBESTOS INFORMATION QUANTITY (AREA %) / TYPES / LAYERS / DISTINCT SAMPLES	DOMINANT OTHER MATERIALS
Client #: S-1 Micro #: 314947-01 Analyst: AF SITE SOILS- COMPOSITE TO 30" DEPTH SAN BRUNO MOUNTAIN PARK - COORDINATES: 37.697313, -122.433745 Asb. / Total Pts. Matrix Removed Sensitivity 0 / 400 0% 0.250%	ND	2 % CELLULOSE Matrix Type: CLAY CARBONATE OPAQUES
Client #: S-2 Micro #: 314947-02 Analyst: AF SITE SOILS- COMPOSITE TO 30" DEPTH SAN BRUNO MOUNTAIN PARK - COORDINATES: 37.697449, -122.433893 Asb. / Total Pts. Matrix Removed Sensitivity 0 / 400 0% 0.250%	ND	2 % CELLULOSE Matrix Type: CLAY CARBONATE OPAQUES
Client #: S-3 Micro #: 314947-03 Analyst: AF SITE SOILS- COMPOSITE TO 30" DEPTH SAN BRUNO MOUNTAIN PARK - COORDINATES: 37.697542, -122.434075 Asb. / Total Pts. Matrix Removed Sensitivity 0 / 400 0% 0.250%	ND	2 % CELLULOSE Matrix Type: CLAY CARBONATE OPAQUES
Client #: S-4 Micro #: 314947-04 Analyst: AF SITE SOILS- COMPOSITE TO 30" DEPTH SAN BRUNO MOUNTAIN PARK - COORDINATES: 37.697765, -122.433906 Asb. / Total Pts. Matrix Removed Sensitivity 0 / 400 0% 0.250%	ND	2 % CELLULOSE Matrix Type: CLAY CARBONATE OPAQUES
Client #: S-5 Micro #: 314947-05 Analyst: AF SITE SOILS- COMPOSITE TO 30" DEPTH SAN BRUNO MOUNTAIN PARK - COORDINATES: 37.697301, -122.432968 Asb. / Total Pts. Matrix Removed Sensitivity 0 / 400 0% 0.250%	ND	2 % CELLULOSE Matrix Type: CLAY CARBONATE OPAQUES

Technical Supervisor: for Baojia Ke, Ph.D. 5/14/2024 Date Reported

Analyses use Polarized Light Microscopy (PLM), Micro Analytical SOP PLM-101 for building materials. Basic techniques follow California ARB 435 (1991) for applicable soil, rock, or aggregate samples. NOTES: Weight % cannot be determined by this method. Asbestos fibers with diameter below ~1 μm may not be detected by PLM. Only dominant non-asbestos materials are indicated. This report must not be interpreted as a conclusive identification of non-asbestos (fibrous or not). Preparation (all samples): grinding, milling; teasing bundles apart; drying, if needed, by hotplate. Various sample interferences may prevent detection of small asbestos fibers, and hinder determination of some optical properties. Notes are made if point counting is used; otherwise, asbestos is quantified by calibrated visual estimation. Detection limit is material dependent. Detection of asbestos traces (<0.25%) may not be reliable or reproducible by PLM. Lower quantitation limit (reporting limit) of this method is 0.25%. Clients are solely responsible for identification and description of bulk materials listed on field forms. Laboratory sample descriptions may differ from descriptions given by the client. Quality Control (QC): all results have been determined to be within acceptance limits prior to reporting. Samples that were reanalyzed are denoted by two sets of analyst initials. Unless otherwise stated in this report, all samples were received in acceptable condition for analysis. This report must not be used to claim product endorsement by NIST or any U.S. Government agency. This report shall not be reproduced except in full, without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed as received. ND = NO ASBESTOS DETECTED.

MICRO ANALYTICAL LABORATORIES, INC.

BULK ASBESTOS ANALYSIS - PLM ARB 435

1023
Karin Schroeter
Terracon Consultants, Inc.
1220 Concord Ave., Ste 450
Concord, CA 94520

PROJECT:
JOB NO. R1247013
SAN BRUNO MOUNTAIN PARK
555 GUADALUPE CANYON PARKWAY
BRISBANE, CA

Micro Log In **314947**
Total Samples 6
Date Sampled 05/14/2024
Date Received 05/14/2024
Date Analyzed 05/14/2024

SAMPLE INFORMATION	ASBESTOS INFORMATION QUANTITY (AREA %) / TYPES / LAYERS / DISTINCT SAMPLES	DOMINANT OTHER MATERIALS
Client #: S-6 Micro #: 314947-06 Analyst: AF SITE SOILS- COMPOSITE TO 30" DEPTH SAN BRUNO MOUNTAIN PARK - COORDINATES: 37.697456, -122.432872 Asb. / Total Pts. Matrix Removed Sensitivity 0 / 400 0% 0.250%	ND	2 % CELLULOSE Matrix Type: CLAY CARBONATE OPAQUES

Technical Supervisor: _____ 5/14/2024
Baojia Ke, Ph.D. Date Reported

Analyses use Polarized Light Microscopy (PLM), Micro Analytical SOP PLM-101 for building materials. Basic techniques follow California ARB 435 (1991) for applicable soil, rock, or aggregate samples. NOTES: Weight % cannot be determined by this method. Asbestos fibers with diameter below ~1 μm may not be detected by PLM. Only dominant non-asbestos materials are indicated. This report must not be interpreted as a conclusive identification of non-asbestos (fibrous or not). Preparation (all samples): grinding, milling; teasing bundles apart; drying, if needed, by hotplate. Various sample interferences may prevent detection of small asbestos fibers, and hinder determination of some optical properties. Notes are made if point counting is used; otherwise, asbestos is quantified by calibrated visual estimation. Detection limit is material dependent. Detection of asbestos traces (<0.25%) may not be reliable or reproducible by PLM. Lower quantitation limit (reporting limit) of this method is 0.25%. Clients are solely responsible for identification and description of bulk materials listed on field forms. Laboratory sample descriptions may differ from descriptions given by the client. Quality Control (QC): all results have been determined to be within acceptance limits prior to reporting. Samples that were reanalyzed are denoted by two sets of analyst initials. Unless otherwise stated in this report, all samples were received in acceptable condition for analysis. This report must not be used to claim product endorsement by NIST or any U.S. Government agency. This report shall not be reproduced except in full, without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed as received. ND = NO ASBESTOS DETECTED.

Terracon
1220 Concord Avenue, Suite 450, Concord, California

314947

ACM BULK SAMPLE DATA SHEET

CARB 435 (4PP)

* ~~PLM Analysis~~

___ Stop Analysis at First Positive

X Analyze All Samples

___ Point Count Analysis (400-point)

		✓	PM - K. Schroeter Karin@terracony.com		

Project Name/Address	San Bruno Mountain Park, 555 Guadalupe Canyon Parkway, Brisbane, California								
Terracon Project Number	R1247013	Sampled By	W. Frieszell		Sampling Date	May 14, 2024			
Laboratory	Micro	X	Other		Turn Around Time	5 Days	X	Other (Specify)	

***FAX OR E-MAIL REPORT TO: *SEE ABOVE PROJECT MANAGER (PM)* ***

HM# 1	**Material Description: Site Soils - Composite to 30" Depth**	
Sample ID	**Sample Location & Material Location**	**Quantity:**
1 S-1	San Bruno Mountain Park - Coordinates: 37.697313, -122.433745	
2 S-2	San Bruno Mountain Park - Coordinates: 37.697449, -122.433893	
3 S-3	San Bruno Mountain Park - Coordinates: 37.697542, -122.434075	
4 S-4	San Bruno Mountain Park - Coordinates: 37.697765, -122.433906	
5 S-5	San Bruno Mountain Park - Coordinates: 37.697301, -122.432968	
6 S-6	San Bruno Mountain Park - Coordinates: 37.697456, -122.432872	
Material Location:		

HM#	**Material Description:**	
Sample ID	**Sample Location & Material Location**	**Quantity:**
A		
B		
C		
Material Location:		

HM#	**Material Description:**	
Sample ID	**Sample Locations**	**Quantity:**
Material Location:		

HM#	**Material Description:**	
Sample ID	**Sample Location & Material Location**	**Quantity:**
A		
B		
C		
Material Location:		

HM#	**Material Description:**	
Sample ID	**Sample Location & Material Location**	**Quantity:**
A		
B		
C		
Material Location:		

	NAME:	SIGNATURE:	COMPANY:	DATE:
Relinquished By:	William Frieszell		Terracon Consultants	May 14, 2024
Received By:	MS			5/14/24 1310
Relinquished By:				
Received By:				

APPENDIX C

LEAD ANALYTICAL LABORATORY DATA

Final Report

Metals Analysis of Bulks - TTLC

(AIHA-LAP, LLC Accreditation, Lab ID #101762)

Terracon - Concord
Karin Schroeter
1220 Concord Ave
suite 450
Concord, CA 94520

Client ID: L1969
Report Number: M260006
Date Received: 05/15/24
Date Analyzed: 05/17/24
Date Printed: 05/17/24
First Reported: 05/17/24

Job ID / Site: R1247013 - San Bruno Mountain Park, 555 Guadalupe Parkway Road, Brisbane, CA
SGSFL Job ID: L1969

Date(s) Collected: 05/12/2024
Total Samples Submitted: 1
Total Samples Analyzed: 1

Sample Number	Lab Number	Analyte	Result	Result Units	Reporting Limit*	Method Reference
PB-01	30939205	Pb	130	ppm	6	EPA 3050B/7000B
Comment:	RESTROOM INT MENS					

* The Reporting Limit represents the lowest amount of analyte that the laboratory can confidently detect in the sample, and is not a regulatory level. The Units for the Reporting Limit are the same as the Units for the Final Results.

Kevin Poon

Kevin Poon, Laboratory Supervisor, Hayward Laboratory

Note* Sampling data used in this report was provided by the client as noted on the associated chain of custody form.

3777 Depot road, Suite 409, Hayward, CA 94545 | Phone: 510.887.8828 / 800.827.3274 Fax: 510.887.4218 | https://falaboratories.sgs.com

Final Report

Metals Analysis of Paints

(AIHA-LAP, LLC Accreditation, Lab ID #101762)

Terracon - Concord
Karin Schroeter
1220 Concord Ave
suite 450
Concord, CA 94520

Client ID: L1969
Report Number: M260005
Date Received: 05/15/24
Date Analyzed: 05/17/24
Date Printed: 05/17/24
First Reported: 05/17/24

Job ID / Site: R1247013 - San Bruno Mountain Park, 555 Guadalupe Parkway Road, Brisbane, CA
SGSFL Job ID: L1969

Date(s) Collected: 05/12/2024
Total Samples Submitted: 2
Total Samples Analyzed: 2

Sample Number	Lab Number	Analyte	Result	Result Units	Reporting Limit*	Method Reference
PB-02	30939206	Pb	< 60	ppm	60	EPA 3050B/7000B
Comment:	RESTROOM EXT N EXT WALL					
PB-03	30939207	Pb	< 70	ppm	70	EPA 3050B/7000B
Comment:	RESTROON EXT SLIDING DOOR TO ELECTRICAL ROOM					

* The Reporting Limit represents the lowest amount of analyte that the laboratory can confidently detect in the sample, and is not a regulatory level. The Units for the Reporting Limit are the same as the Units for the Final Results.

Kevin Poon

Kevin Poon, Laboratory Supervisor, Hayward Laboratory

Note* Sampling data used in this report was provided by the client as noted on the associated chain of custody form.

Terracon
1220 Concord Avenue, Suite 450, Concord, CA 94520

	PM - S. Steiner Steff@rgaenv.com Fax: 510 899.7051	X	PM - K. Schroeter Karin@rgaenv.com Fax: 510.899.7063		PM - K. Pilgrim Ken@rgaenv.com Fax: 510.899.7053
	PM - T. Kattchee Tedd@rgaenv.com Fax: 510.899.7070		PM – W. Frieszell wmfrieszell@terracon.com		

LEAD SAMPLE DATA SHEET

* Lead Analysis
_X_ Flame AA (EPA 7420)
__ Other

Project Name/Address	San Bruno Mountain Park 555 Guadalupe Parkway Road, Brisbane, CA						
Project Number	R1247013	**Sampled By**	Karin Schroeter	**Sampling Date**	May 12, 2024		
Laboratory	SGS Forensic		Other	**Turn Around Time**	2 day	X	Other (5pecify)

per Karin - Jace cooks 5/15/24 1:34 pm

Sample ID	*Paint Description and Sample Location*						*Condition (I/F/P)*
Pb-01	**Color:**	Light Grey	**Substrate:**	Ceramic	**Component:**	Wall	I
	Bldg:	Restroom	**Unit:**	Interior	**Room:**	Men's	
Pb-02	**Paint Color:**	White	**Substrate:**	CM	**Component:**	Wall	
	Bldg:	Restroom	**Unit:**	Exterior	**Room:**	North Exterior Wall	
Pb-3	**Paint Color:**	Grey	**Substrate:**	Wood	**Component:**	Door	
	Bldg:	Restroom	**Unit:**	Exterior	**Room:**	Sliding Door to Electrical Room	
	Paint Color:		**Substrate:**		**Component:**		
	Bldg:		**Unit:**		**Room:**		
	Paint Color:		**Substrate:**		**Component:**		
	Bldg:		**Unit:**		**Room:**		
	Paint Color:		**Substrate:**		**Component:**		
	Bldg:		**Unit:**		**Room:**		

	NAME:	SIGNATURE:	COMPANY:	DATE:
Relinquished By:	**Karin Schroeter**	Karin Schroeter	**Terracon Consultants**	**May 14, 2024**
Received By:				
Relinquished By:				
Received By:				

RECEIVED 8003
MAY 15 2024
BY: JC 1020

APPENDIX D

PCBS ANALYTICAL LABORATORY DATA

SGS EXCELCHEM Laboratories, Inc.

1135 W Sunset Boulevard
Suite A
Rocklin, CA 95765
Phone# 916-543-4445

ELAP Certificate No. : 2119

22 May 2024

Nicole Adams

SGS Carson

20535 Belshaw Ave

Carson, CA 90746

RE: L1969

Work order number:2405078

Enclosed are the results of analyses for samples received by the laboratory on 05/16/24 09:52. All Quality Control results are within acceptable limits except where noted as a case narrative. If you have any questions concerning this report, please feel free to contact the laboratory.

Sincerely,

Doug Selby, Technical Director

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
PCB 1	2405078-01	Paint Chips	05/14/24 08:00	05/16/24 09:52
PCB 2	2405078-02	Paint Chips	05/14/24 08:00	05/16/24 09:52
PCB 3	2405078-03	Paint Chips	05/14/24 08:00	05/16/24 09:52
PCB 4	2405078-04	Paint Chips	05/14/24 08:00	05/16/24 09:52
PCB 5	2405078-05	Paint Chips	05/14/24 08:00	05/16/24 09:52
PCB 6	2405078-06	Paint Chips	05/14/24 08:00	05/16/24 09:52

SGS Excelchem Laboratories, Inc.

Doug Selby, Technical Director

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

PCB 1

2405078-01 (Paint Chips)

Analyte	Result	Reporting Limit	Units	Batch	Date Prepared	Date Analyzed	Method	Notes
PCBs by GC/ECD								
Aroclor 1016	ND	1.96	mg/kg	AHE0160	05/20/24	05/20/24	PCBs BY EPA 8082	C-03, C-04, R-02
Aroclor 1221	ND	1.96	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1232	ND	1.96	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1242	ND	1.96	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1248	ND	1.96	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1254	ND	1.96	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1260	ND	1.96	"	"	"	"	"	C-03, C-04, R-02
Surrogate: Decachlorobiphenyl	*82.0 %*	% Recovery Limits		*60-140*			"	*C-03, C-04*
Surrogate: Tetrachloro-meta-xylene	*84.9 %*	% Recovery Limits		*60-140*			"	*C-03, C-04*

SGS Excelchem Laboratories, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Doug Selby, Technical Director

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

PCB 2
2405078-02 (Paint Chips)

Analyte	Result	Reporting Limit	Units	Batch	Date Prepared	Date Analyzed	Method	Notes
PCBs by GC/ECD								
Aroclor 1016	ND	1.85	mg/kg	AHE0160	05/20/24	05/20/24	PCBs BY EPA 8082	C-03, C-04, R-02
Aroclor 1221	ND	1.85	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1232	ND	1.85	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1242	ND	1.85	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1248	ND	1.85	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1254	ND	1.85	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1260	ND	1.85	"	"	"	"	"	C-03, C-04, R-02
Surrogate: Decachlorobiphenyl	*72.7 %*	% Recovery Limits		*60-140*			"	*C-03, C-04*
Surrogate: Tetrachloro-meta-xylene	*74.9 %*	% Recovery Limits		*60-140*			"	*C-03, C-04*

SGS Excelchem Laboratories, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Doug Selby, Technical Director

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

PCB 3
2405078-03 (Paint Chips)

Analyte	Result	Reporting Limit	Units	Batch	Date Prepared	Date Analyzed	Method	Notes
PCBs by GC/ECD								
Aroclor 1016	ND	1.92	mg/kg	AHE0160	05/20/24	05/20/24	PCBs BY EPA 8082	C-03, C-04, R-02
Aroclor 1221	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1232	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1242	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1248	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1254	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1260	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Surrogate: Decachlorobiphenyl	*77.2 %*	% Recovery Limits		*60-140*			*"*	*C-03, C-04*
Surrogate: Tetrachloro-meta-xylene	*79.2 %*	% Recovery Limits		*60-140*			*"*	*C-03, C-04*

SGS Excelchem Laboratories, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Doug Selby, Technical Director

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

PCB 4
2405078-04 (Paint Chips)

Analyte	Result	Reporting Limit	Units	Batch	Date Prepared	Date Analyzed	Method	Notes
PCBs by GC/ECD								
Aroclor 1016	ND	1.89	mg/kg	AHE0160	05/20/24	05/20/24	PCBs BY EPA 8082	C-03, C-04, R-02
Aroclor 1221	ND	1.89	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1232	ND	1.89	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1242	ND	1.89	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1248	ND	1.89	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1254	ND	1.89	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1260	ND	1.89	"	"	"	"	"	C-03, C-04, R-02
Surrogate: Decachlorobiphenyl	*81.0 %*	% Recovery Limits		*60-140*			"	*C-03, C-04*
Surrogate: Tetrachloro-meta-xylene	*76.3 %*	% Recovery Limits		*60-140*			"	*C-03, C-04*

SGS Excelchem Laboratories, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Doug Selby, Technical Director

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

PCB 5

2405078-05 (Paint Chips)

Analyte	Result	Reporting Limit	Units	Batch	Date Prepared	Date Analyzed	Method	Notes
PCBs by GC/ECD								
Aroclor 1016	ND	1.92	mg/kg	AHE0160	05/20/24	05/20/24	PCBs BY EPA 8082	C-03, C-04, R-02
Aroclor 1221	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1232	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1242	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1248	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1254	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1260	ND	1.92	"	"	"	"	"	C-03, C-04, R-02
Surrogate: Decachlorobiphenyl	*106 %*	% Recovery Limits		*60-140*			"	*C-03, C-04*
Surrogate: Tetrachloro-meta-xylene	*76.6 %*	% Recovery Limits		*60-140*			"	*C-03, C-04*

SGS Excelchem Laboratories, Inc.

Doug Selby, Technical Director

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

PCB 6
2405078-06 (Paint Chips)

Analyte	Result	Reporting Limit	Units	Batch	Date Prepared	Date Analyzed	Method	Notes
PCBs by GC/ECD								
Aroclor 1016	ND	2.00	mg/kg	AHE0160	05/20/24	05/20/24	PCBs BY EPA 8082	C-03, C-04, R-02
Aroclor 1221	ND	2.00	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1232	ND	2.00	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1242	ND	2.00	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1248	ND	2.00	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1254	ND	2.00	"	"	"	"	"	C-03, C-04, R-02
Aroclor 1260	ND	2.00	"	"	"	"	"	C-03, C-04, R-02
Surrogate: Decachlorobiphenyl	*77.6 %*	% Recovery Limits		*60-140*			*"*	*C-03, C-04*
Surrogate: Tetrachloro-meta-xylene	*74.7 %*	% Recovery Limits		*60-140*			*"*	*C-03, C-04*

SGS Excelchem Laboratories, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Doug Selby, Technical Director

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

PCBs by GC/ECD - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch AHE0160 - PCBs BY EPA 8082										
Blank (AHE0160-BLK1)				Prepared & Analyzed: 05/20/24						
Surrogate: Decachlorobiphenyl	*0.0235*		*mg/kg*	*0.0261*		*90.0*	*60-140*			*C-03, C-04, Z-01*
Surrogate: Tetrachloro-meta-xylene	*0.0225*		*"*	*0.0261*		*86.3*	*60-140*			*C-03, C-04, Z-01*
Aroclor 1016	ND	0.0912	"							C-03, C-04, Z-01
Aroclor 1221	ND	0.0912	"							C-03, C-04, Z-01
Aroclor 1232	ND	0.0912	"							C-03, C-04, Z-01
Aroclor 1242	ND	0.0912	"							C-03, C-04, Z-01
Aroclor 1248	ND	0.0912	"							C-03, C-04, Z-01
Aroclor 1254	ND	0.0912	"							C-03, C-04, Z-01
Aroclor 1260	ND	0.0912	"							C-03, C-04, Z-01
LCS (AHE0160-BS1)				Prepared & Analyzed: 05/20/24						
Surrogate: Decachlorobiphenyl	*0.0220*		*mg/kg*	*0.0262*		*83.9*	*60-140*			*C-03, C-04*
Surrogate: Tetrachloro-meta-xylene	*0.0203*		*"*	*0.0262*		*77.6*	*60-140*			*C-03, C-04*
Aroclor 1016	0.977	0.0916	"	1.31		74.6	50-150			C-03, C-04
Aroclor 1260	1.23	0.0916	"	1.31		94.0	50-150			C-03, C-04
LCS Dup (AHE0160-BSD1)				Prepared & Analyzed: 05/20/24						
Surrogate: Decachlorobiphenyl	*0.0229*		*mg/kg*	*0.0261*		*87.8*	*60-140*			*C-03, C-04*
Surrogate: Tetrachloro-meta-xylene	*0.0203*		*"*	*0.0261*		*77.7*	*60-140*			*C-03, C-04*
Aroclor 1016	1.01	0.0914	"	1.31		77.4	50-150	3.44	50	C-03, C-04
Aroclor 1260	1.27	0.0914	"	1.31		97.4	50-150	3.30	50	C-03, C-04
Matrix Spike (AHE0160-MS1)		**Source: 2405083-01**		Prepared & Analyzed: 05/20/24						
Surrogate: Decachlorobiphenyl	*0.0187*		*mg/kg*	*0.0266*		*70.0*	*60-140*			*C-03, C-04*
Surrogate: Tetrachloro-meta-xylene	*0.0178*		*"*	*0.0266*		*67.0*	*60-140*			*C-04, C-03*
Aroclor 1016	1.34	0.0933	"	1.33	ND	100	50-150			C-03, C-04
Aroclor 1260	1.02	0.0933	"	1.33	ND	76.7	50-150			C-03, C-04

SGS Excelchem Laboratories, Inc.

Doug Selby, Technical Director

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

PCBs by GC/ECD - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch AHE0160 - PCBs BY EPA 8082										
Matrix Spike Dup (AHE0160-MSD1)		**Source: 2405083-01**		Prepared & Analyzed: 05/20/24						
Surrogate: Decachlorobiphenyl	*0.0197*		*mg/kg*	*0.0266*		*74.2*	*60-140*			*C-04, C-03*
Surrogate: Tetrachloro-meta-xylene	*0.0190*		*"*	*0.0266*		*71.3*	*60-140*			*C-03, C-04*
Aroclor 1016	1.44	0.0931	"	1.33	ND	109	50-150	7.67	50	C-03, C-04
Aroclor 1260	1.07	0.0931	"	1.33	ND	80.8	50-150	5.05	50	C-03, C-04

SGS Excelchem Laboratories, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Doug Selby, Technical Director

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

Notes and Definitions

Z-01	Silica gel/florisl clean-up performed twice on sample
R-02	Elevated Reporting Limits due to limited sample volume.
C-04	To reduce matrix interference, the sample extract has undergone florisil clean-up, which is specific to non-polar compound contamination.
C-03	To reduce matrix interference, the sample extract has undergone silica-gel clean-up, which is specific to polar compound contamination.
ND	Analyte not detected at reporting limit.
NR	Not reported

Doug Selby, Technical Director

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

SGS

Subcontract Sample Release Form & Receipt

Sending To: SGS Excelchem
Attn: Joe Trapasso
1135 W. Sunset Blvd.
Suite A
Rocklin, CA 95765

Phone: 916-543-4445
Fax: 916-543-4449
Email: joseph.trapasso@sgs.com

Date: 05/15/2024

From: Terracon - Concord
Parent RN:

SGS Forensic Laboratories on this day releases custody and control of the following sample(s) presently in our custody:

FALI Job	P.O.	Analysis Requested	Due Date
L1969	U003063	PCB - NO SPECIAL REPORTING LIMITS - 5 Day TAT (Due 5/23) - Email Lab Docs to ENV.LosAngeles.PM@sgs.com	5 DAY TAT

PLEASE USE Report U003063 as the Purchase Order (PO).

Special Handling: Send results and invoice only to ENV.Hayward.SUBCONTRACT@sgs.com

SUBMISSION LOCATION (Please circle)

SGS
3777 Depot Road, Suite 409
Hayward, CA 94545

SGS
20535 S. Belshaw Avenue
Carson, CA 90746

SGS
3626 Sunset Rd., Suite 100
Las Vegas, NV 89120

2405078

RIN B-3

Released By: (SGS)

Jade Cooles
(Print Name)

5/15/24 2:06 pm
(Date / Time)

Received By: SGS
(Client / Vendor Representative)

Kate Albertsen
(Print Name)

5/16/24 9:52
(Date / Time)

Printed: 05/15/24 14:05

Page 1 of 1

SGS Excelchem Laboratories, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Doug Selby, Technical Director

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

Terracon
1220 Concord Avenue, Suite 450, Concord, California 94520

PCB BULK SAMPLE DATA SHEET

PCB ANALYSIS Page 1 of 1

	PM - S. Steiner Steff@rgaenv.com Fax: 510 899.7051	✓	PM - K. Schroeter Karin@rgaenv.com Fax: 510.899.7063		PM - K. Pilgrim Ken@rgaenv.com Fax: 510.899.7053		
	PM - T. Kattchee Tedd@rgaenv.com Fax: 510.899.7070		PM - B. Gils Bob@rgaenv.com Fax: 510.899.7050		PM - M. Bryant marlin.bryant@rgaenv.com Fax: 510.899.7062		

Project Name/Address	San Bruno Mountain Park – 555 Guadalupe Parkway, Brisbane, CA						
RGA Project Number	R1247013	Sampled By	Karin Schroeter, WF, BW	Sampling Date	May 14, 2024		
Laboratory	SGS Forensic	X	Other	Turn Around Time	5 Days	X	Other (Specify)

***FAX OR E-MAIL REPORT TO: *SEE ABOVE PROJECT MANAGER (PM)* ***

PCB#	Material Description: Ventilation Louver Caulk Above Door to Storage	
Sample ID	Sample Location & Material Location	Quantity:
PCB 1	Restroom Building – South End of the Lower Edge of Louver	
PCB 2	Restroom Building – Center of the Lower Edge of Louver	
PCB 3	Restroom Building – North End of the Lower Edge of Louver	
Material Location:		

PCB#	Material Description: Restroom Building Door Caulking	
Sample ID	Sample Location & Material Location	Quantity:
PCB 4	Restroom Building – Men's Restroom Door	
PCB 5	Restroom Building – Women's Restroom Door	
PCB 6	Restroom Building – Men's Restroom Door	
Material Location:		

PCB#	Material Description:	
Sample ID	Sample Locations	Quantity:
A		
B		
C		
Material Location:		

PCB#	Material Description:	
Sample ID	Sample Location & Material Location	Quantity:
A		
B		
C		
Material Location:		

PCB#	Material Description:	
Sample ID	Sample Location & Material Location	Quantity:
A		
C		
Material Location:		

	NAME:	SIGNATURE:	COMPANY:	DATE:
Relinquished By:	Karin Schroeter	Karin Schroeter	Terracon Consultants	May 14, 2024
Received By:				
Relinquished By:				
Received By:				

RECEIVED
MAY 15 2024
BY: JC 1030

Rel'd: Jade Cooks 5/15/24 1:57pm

SGS Excelchem Laboratories, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Doug Selby, Technical Director

SGS Excelchem Laboratories, Inc.

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

SGS

SGS - Rocklin
Sample Integrity
FN: F-ROC-SC-001-00
Rev. Date: 11/01/2023
Page 1 of 1

Sample Integrity

WORK ORDER: 2405078

Date Received: 5/16/24

Company Name: SGS - Hayward
New Client: Y (N)

Section 1 – Sample Arrival Information

Sample Transport: ONTRAC UPS USPS Walk-In EXCELCHEM Courier (Fed-Ex) Other:_____
Transported In: Ice Chest (Box) Hand
Packing materials: Bubble Wrap Foam (Packing Peanuts) Paper Other:_____
Has chilling process begun? (Y) N **Samples Received:** Chilled to Touch / (Ambient) / On Ice
Temperature of Samples (°C): 21.1 **Ice Chest Temperature(s) (°C):** —
Thermometer ID: DT-16 CF (°C): +2.3

Section 2 – Bottle/Analysis Info.

	Yes	No	N/A	Comments
Did all bottles arrive unbroken and intact?	✓			
Did all bottle labels agree with COC?	✓			
Were correct containers used for the tests requested?	✓			
Were correct preservations used for the tests requested?	✓			
Was a sufficient amount of sample sent for tests indicated?	✓			
Were bubbles present in VOA Vials?: **(Volatile Methods Only)**			—	
Is there head space in the VOA vials? **(Volatile Methods Only)**			✓	

Section 3– COC Information

	Yes	No	Comments		Yes	No
COC Received	✓			Analysis Requested	✓	
Date Sampled	✓			Samples arrived within holding time	✓	
Time Sampled	✓			Hold times less than 72 hours		—
Sample ID	✓			Client Name	✓	
Rush Turn Around Time	✓		5	Client Contact Information	✓	

SHORT HOLD LIST (<72 hours)

pH	Chlorine	Corrosivity	Coliform	Dissolved Oxygen	Odor	Nitrate	Nitrite	Ortho-phosphate
MB As	Asbestos	Settable Solids	Turbidity	Biochemical Oxygen Demand	HPC	Color	Tedlars	Ammonia/TKN (unpreserved)

Section 4 – Comments / Discrepancies

Client notified of discrepancies: Yes / No **Notified by:**
Comments: Ziploc bags

Bin Number/ Location:	B-3
COC Scanned/Attached by:	RA
Samples labeled by:	RA
Sample labels reviewed by:	RA

Filled out by: _____ **Date:** 5/16/24 **Time:** 9:54

SGS Excelchem Laboratories, Inc.

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Doug Selby

Doug Selby, Technical Director

SGS Carson	Project:	L1969	
20535 Belshaw Ave	Project Number:	L1969	Date Reported:
Carson, CA 90746	Project Manager:	Nicole Adams	05/22/24 14:24

Albertsen, Kathryn (Rocklin)

From: Adams, Nicole (Carson)
Sent: Thursday, May 16, 2024 11:26 AM
To: Albertsen, Kathryn (Rocklin)
Cc: Trapasso, Joseph (Rocklin)
Subject: Re: Missing Sampling time for Project L1969

Hello Kate,
Here is the info, per Karin Schroeter w/ Terracon. LMK if you need anything else.

Terracon - PCB | RI247013
Sample Date & Time: May 14th 8-11am

Good day!
Nicole

**Upcoming PTO 5/21/24*
SGS North America Inc.
Nicole Adams
Sr. Project Manager
SGS Built Environment
20535 S. Belshaw Avenue
Carson, CA 90746
Nicole.Adams@sgs.com

From: Albertsen, Kathryn (Rocklin) <Kathryn.Albertsen@sgs.com>
Sent: Thursday, May 16, 2024 10:32 AM
To: Adams, Nicole (Carson) <Nicole.Adams@sgs.com>
Cc: Trapasso, Joseph (Rocklin) <Joseph.Trapasso@sgs.com>
Subject: RE: Missing Sampling time for Project L1969

Thank you. I appreciate it.

Kate Albertsen
Industries and Environment
Client Services Representative

SGS Excelchem Laboratories, Inc.
1135 W. Sunset Blvd, Suite A
Rocklin CA 95765
USA

Phone: +01 916 543 4445 ext 102
E-mail: Kathryn.Albertsen@sgs.com

1

Doug Selby, Technical Director

Terracon

1220 Concord Avenue, Suite 450, Concord, California 94520

	PM - S. Steiner Steff@rgaenv.com Fax: 510 899.7051	✓	PM - K. Schroeter Karin@rgaenv.com Fax: 510.899.7063		PM - K. Pilgrim Ken@rgaenv.com Fax: 510.899.7053		
	PM - T. Kattchee Tedd@rgaenv.com Fax: 510.899.7070		PM - B. Gils Bob@rgaenv.com Fax: 510.899.7050		PM - M. Bryant marlin.bryant@rgaenv.com Fax: 510.899.7062		

PCB BULK SAMPLE DATA SHEET

PCB ANALYSIS **Page 1 of 1**

Project Name/Address	San Bruno Mountain Park – 555 Guadalupe Parkway, Brisbane, CA							
RGA Project Number	R1247013	Sampled By	Karin Schroeter, WF, BW		Sampling Date	May 14, 2024		
Laboratory	SGS Forensic	X	Other		Turn Around Time	5 Days	X	Other (Specify)

FAX OR E-MAIL REPORT TO:** ***SEE ABOVE PROJECT MANAGER (PM) ***

PCB#	Material Description: Ventilation Louver Caulk Above Door to Storage	
Sample ID	Sample Location & Material Location	Quantity:
PCB 1	Restroom Building – South End of the Lower Edge of Louver	
PCB 2	Restroom Building – Center of the Lower Edge of Louver	
PCB 3	Restroom Building – North End of the Lower Edge of Louver	
Material Location:		

PCB#	Material Description: Restroom Building Door Caulking	
Sample ID	Sample Location & Material Location	Quantity:
PCB 4	Restroom Building – Men's Restroom Door	
PCB 5	Restroom Building – Women's Restroom Door	
PCB 6	Restroom Building – Men's Restroom Door	
Material Location:		

PCB#	Material Description:	
Sample ID	Sample Locations	Quantity:
A		
B		
C		
Material Location:		

PCB#	Material Description:	
Sample ID	Sample Location & Material Location	Quantity:
A		
B		
C		
Material Location:		

PCB#	Material Description:	
Sample ID	Sample Location & Material Location	Quantity:
A		
C		
Material Location:		

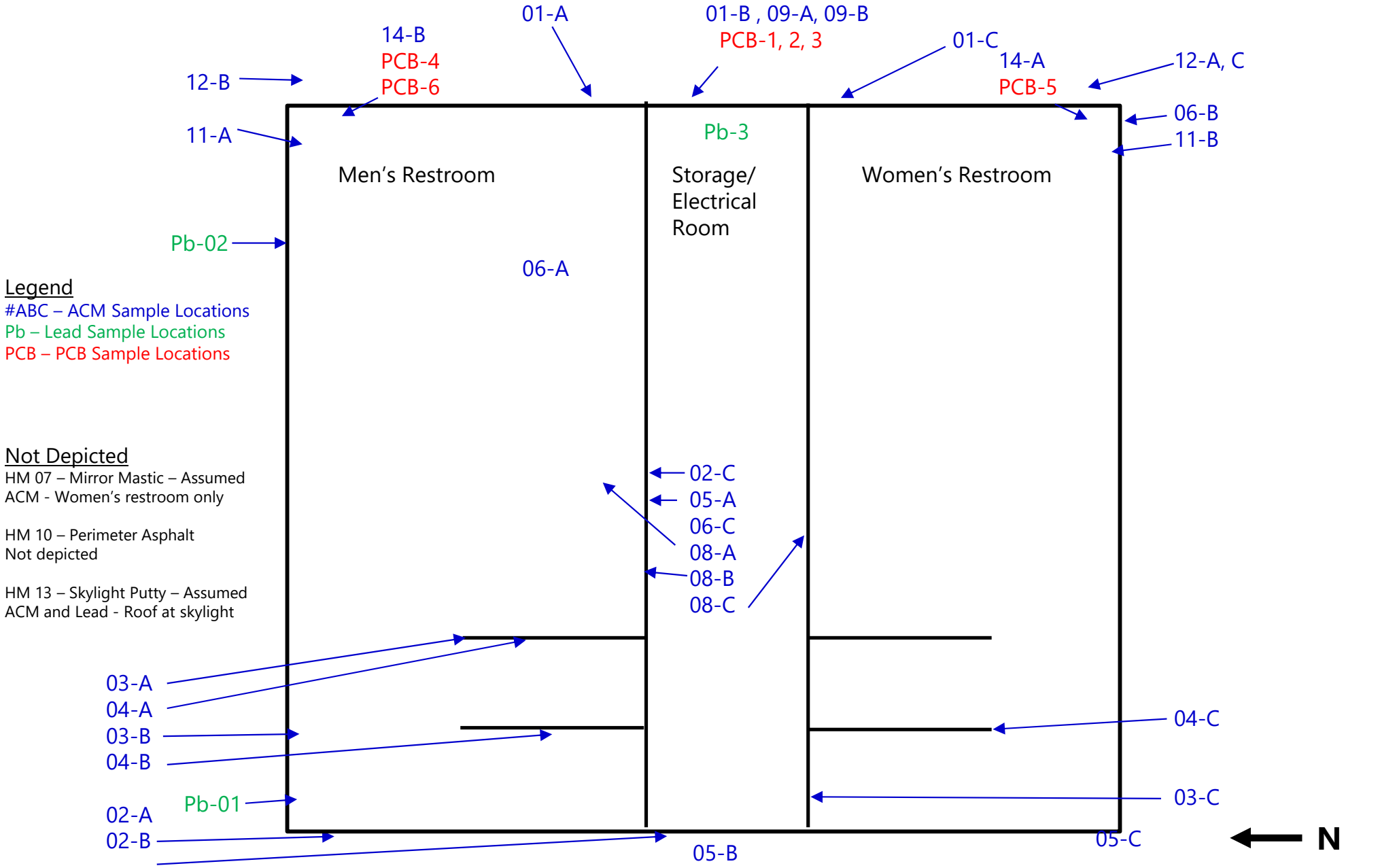
	NAME:	SIGNATURE:	COMPANY:	DATE:
Relinquished By:	Karin Schroeter		Terracon Consultants	May 14, 2024
Received By:				
Relinquished By:				
Received By:				

RECEIVED
MAY 15 2024
BY: JC 1030

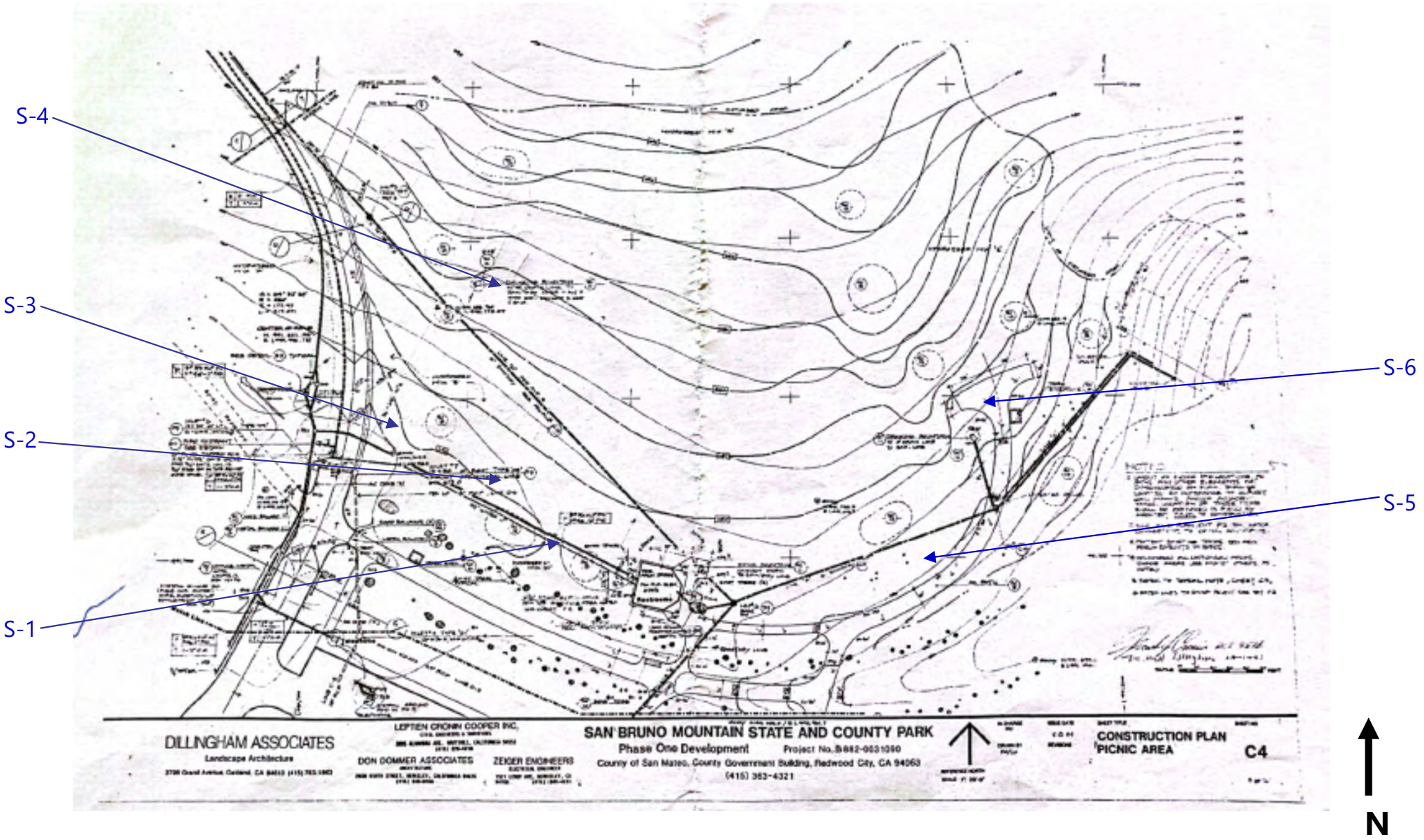
Rel'd: Jade Cooks 5/15/24 1:57pm

APPENDIX E

SAMPLE LOCATION FIGURES



Terracon	Restroom Building	Sample Location Drawing San Bruno Mountain State and County Park Brisbane, California		Not to Scale
	SURVEY DATE: May 14, 2024	PROJECT NO.:	R1247013	FIGURE: 1



Terracon	Site Soil Sampling Event	Sample Location Drawing San Bruno Mountain State and County Park Brisbane, California		Not to Scale
	SURVEY DATE: May 14, 2024	PROJECT NO.:	R1247013	FIGURE: 2

APPENDIX F

CERTIFICATIONS

STATE OF CALIFORNIA Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health-Asbestos Certification
1750 Howe Avenue, Suite 460
Sacramento, CA 95825
(916) 574-2993 Office http://www.dir.ca.gov/dosh/asbestos.html actu@dir.ca.gov

201234853C **359**

Bastion EHS
William M Frieszell
2950 Merced Street, Suite 220
San Leandro CA 94577

February 27, 2024

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address or email w any changes in your contact/mailing information within 15 days of the change.

Sincerely,

Kevin Graulich
Principal Safety Engineer

Attachment: Certification Card

cc: File

Renewal – Card Attached

California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

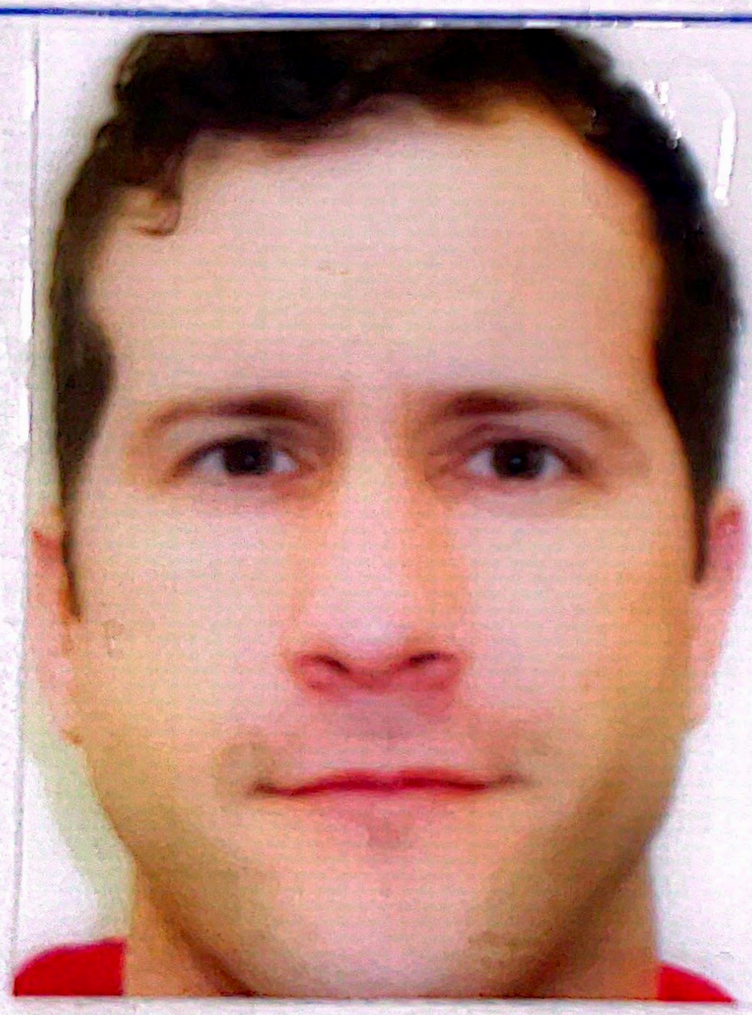
LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Inspector/Assessor	LRC-00003666	12/14/2024

William Frieszell

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant



Name **Brad S. Wallenberg**

Certification No. **17-5872**

Expires on **02/15/25**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 **Brad Wallenberg**	Lead Inspector/Assessor	LRC-00000210	5/4/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Name: **Karin M. Schroeter**

Certification No. **92-0772**

Expires on **01/15/25**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Inspector/Assessor	LRC-00005265	4/6/2025

Karin Schroeter

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

Exhibit 3

SCOPE OF WORK

ROMTEC

Exhibit 3A

Date: May 28, 2024

Subject: Romtec Scope of Work & Conceptual Design

Name of Project: San Bruno Mountain Park Restroom Replacement Project

---

1. Romtec Scope of Work

Romtec will work through the complete design of the structure as outlined in the County RFP and the Romtec Technical Proposal. This includes all County Parks review, County Planning Department Review, and County Building department review. Romtec has provided a detailed design and review process, based on the County RFP, in our Technical Proposal. Once the designs are complete and approved Romtec will produce the building package and deliver it to the site for installation. The complete production and installation process is outlined in the Romtec Technical Proposal and Project Schedule.

2. Romtec Scope of Materials Supply
   - A. Structure
     1. Romtec's proposal includes the specific ***color*** selections noted below. Deviation from these may result in a price increase.
     2. The following building package structural items will be supplied by Romtec.
        - a. Concrete Masonry Units - CMU
          - i. Exterior walls will be constructed of split-face, mortar joint, concrete masonry units (concrete blocks). Base Bid includes siding package.
          - ii. Block color will be Split-face tan.

            Add Alternate 1:

            i. Split-face ***dark tan*** CMU block for lower courses and top courses to be split-face ***light tan*** CMU block.

            Add Alternate 2:

            ii. Smooth-face grey CMU with exterior finish to be fiber cement, Hardi, Cedarmill board and batten siding with stone veneer accent.
          - iii. [stone veneer siding not selected]
        - b. Interior Paint: Sherwin Williams

          Note: County to select color.
        - c. Natural Hues, eco-body ceramic monochromatic look, Q3685 6x8 cove base. Color: Carnation Glass QH48* (2)
        - d. SpecChem, Polycure concrete protective sealer.
        - e. Doors, frames, and hardware
          - i. Steelcraft, F16 standard double rabbet frame with optional 14-gauge closer reinforcement.
          - ii. Steelcraft, SL18 standard laminated Honeycomb core doors.
          - iii. Doors and frames are powder coated ***black***.
          - iv. Hager, WTBB1168, five knuckle, ball bearing, heavy weight – wide throw, 4-1/2 x 6 door hinges.
          - v. 18'x18 kick proof door louver
          - vi. All rooms shall have LCN-4110 extra duty with hold open arms, hurricane rated door closers.

vii. Schlage L Series, Grade 1 mortise locks with full size interchangeable core (FSIC).
    a. Public-Use Doors: LV 9056R 06A 626 x 09-509 x L583-363 x L283-722
    b. Chase Doors: LV 9056R 06A 626 x 09-509 x L583-363
viii. All public-use doors shall also have Schlage B-Series Auxiliary Locks to be used for maintenance shut down purposes, they will not be operable by the public.
    a. Grade 1 deadbolts, B662R 626 with full size interchangeable construction core (FSIC).

f. Roofing materials
    i. Wood truss roof system.
    ii. Owens Corning Kraft Faced—EcoTouch® Batt Insulation – R30 (no insulation over mechanical rooms)
    iii. Solatube 160 DS
    iv. AC Sanded Plywood, Douglas Fir.
    v. Roofing will be Fabral, 26-gauge, Horizon 16 standing seam roof panels with 16" coverage. Color: ***to be selected by owner.***
g. Cabinet, heavy duty metal, 24"D x 48"W x 72"H storage cabinet.
h. Romtec manufactured steel bulletin board, polycarbonate with cork, MI-000-1027, powder coated ***black***.

B. Plumbing Fixtures and Accessories
1. The following items relative to the fixtures will be supplied by Romtec:
    a. Wall mount, ProFlo, 1.28 gpf, high efficiency flush valve, vitreous china bowl.
        i. ProFlo, PFTSCOF2000WH, Commercial toilet seat.
        ii. Sloan Flushometers, 1.6/1.1 gpf, Polished Chrome Finish, Fixture Connection Top Spud, Dual Flush, UPPERCUT® Exposed Manual Water Closet Flushometer.
    b. Wall mount, ProFlo, PF5414 lavatory.
        i. Chicago Faucets, MVP faucets 333-665PSHABCP.
    c. Bradley, 1-1/2" O.D. heavy-duty stainless-steel grab bar with concealed mounting.
        i. 812 Grab bar, 001-18"
        ii. 812 Grab bar, 001-36"
        iii. 812 Grab bar, 001-42"
    d. Bradley, 781-024300 channel frame mirror.
    e. Bradley, Model 377 — 13-gallon Capacity trash can with lid.
    f. Romtec manufactured, Wall mount, stainless steel 3-roll toilet paper dispensers, MI-011-5003.
    g. Wall mount, stainless steel, Bradley 8496 soap dispensers.
    h. Surface-mount, Bradley 9631 baby changing station. Color: Light Grey Bradex
    i. Elkay Outdoor EZH20 bottle filling station wall mount bi-level non-filtered non-refrigerated, 316 stainless, model LK4409BF. Color: ***Black (BLK)***.
        i. Brey Krause, D-7867-SS grab bars at drinking fountain location.
    j. Mop Service Basin 63M.
        i. Service Sink Faucet, 63.600A.
        ii. Hose and Hose Holder, 65.700.
        iii. Mop Hanger, 65.600
        iv. Bumper Guards, 63.401 – 20-1/4" length
        v. Duraguard Wall Guards, 67.2424
        vi. Romtec manufactured mop faucet mounting bracket, PL-000-1042, powder coated ***black***.

k. Building signage:
   i. Compliance Signs, ADA All Gender Restroom signage, RRE-31960-99 ***white on black*** CS794340.
   ii. Compliance Signs, ADA Family Restroom signage, RRE-170 ***white on black*** CS984064.
   iii. Compliance Signs, Baby Changing Area signage, RRE-175 ***white on black*** CS416754.
l. Floor drain with mesh debris basket.

C. Electrical Fixtures
1. The following electrical fixtures will be supplied by Romtec:
   a. Exterior lighting
      i. Soffit mounted exterior lights.
      ii. Single roof-mounted photocell for all exterior lights.
   b. Interior Restroom, Shower Room & Public-Use Room Lighting
      i. Lithonia Lighting, 48” surface/suspended mount WL4 LED light fixtures with integrated occupancy sensor and photocell.
   c. Interior Mechanical Room Lighting
      i. Lithonia Lighting, 48” ceiling mount, XVML LED Vapor Tight light fixtures, XVML L48 3500LM MVOLT 40K 80CRI.
   d. TA-SB, Brushed Stainless Steel ThinAir® HAND DRYER.
   e. Broadford, 80 gallon, 240V, 5.5 KW, ALTE8040R024000 water heater.
   f. Romtec exhaust Air Assembly system to include 12” exhaust fans.
   g. BRP30B200R 200AMP, single phase, rain-tight, breaker panel.

3. Conceptual Building and Site Designs

The following plan view, elevation, and site plan drawings outline Romtec’s conceptual plan for each of the proposed buildings. Each building drawing and site plan drawing address the floor plans, retaining walls, parking stalls, and any other work necessary to complete each building. See below.

i. Lithonia Lighting, 48” surface/suspended mount WL4 LED light fixtures with integrated occupancy sensor and photocell.

c. Interior Mechanical Room Lighting
   i. Lithonia Lighting, 48” ceiling mount, XVML LED Vapor Tight light fixtures, XVML L48 3500LM MVOLT 40K 80CRI.

d. Rinnai Sensei, RU199i, internal (indoor) condensing tankless water heater. (only for buildings with showers)
   i. Ferguson, Legend valve and fitting, FIP brass curb stop, #314-258NL.
      Note: Valve will be sized based on waterline size.

e. Romtec exhaust Air Assembly system to include 14” exhaust fans.

3. Conceptual Building and Site Designs

The following plan view, elevation, and site plan drawings outline Romtec’s conceptual plan for each of the proposed buildings. Each building drawing and site plan drawing address the floor plans, retaining walls, parking stalls, and any other work necessary to complete each building. See Exhibit & Schematic Design Documents.

Date: May 28, 2024

Subject: Exclusions & Assumptions

Name of Project: San Bruno Mountain Park Restroom Replacement Project.

Romtec is providing our proposal based on key assumptions and exclusions for this project. Below you will find a list of the key items Romtec has either assumed based on the County RFP or excluded from our scope. Many of these items were not defined in the RFP and should be addressed.

Exclusions:

1. Abatement of hazardous material is excluded from our scope of work. Romtec did not receive a Hazardous Material Report prior to bidding. If abatement is required Romtec can include abatement of hazardous material.
2. Romtec is excluding the new invert into existing Lift Station. This work shall be completed by others and extend a min of 10' outside of existing Lift Station.
3. Romtec excludes the work of any existing irrigation equipment. Romtec's proposal only includes the connection of the existing irrigation equipment.
4. A new meter base is excluded from the Romtec scope of work. Romtec's proposal does include the upgrade from the transformer to the new restroom.
5. Romtec excluded the rebuilding of the existing transformer shed.
6. Romtec excludes the design, supply, and installation of the generator pad.
7. Romtec excludes ADA accessibility walking paths and parking stalls to the building. In other words, Romtec is only providing 5' sidewalks around the building. Romtec can bid the walking paths and parking stalls if necessary, however, they are not included in the Romtec proposal.

Assumptions:

1. It is assumed that the project will be permitted and constructed in one phase.
2. Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.
3. Construction staking scope and fee is based on the assumption that BKF will be provided, by the Owner, a site benchmark and adequate topographic survey control to accurately place site feature within each area. Boundary resolutions, and re-establishment of survey control prior to the start of construction surveying will be considered extra work.
4. Geotechnical report to be provide by the owner.
5. Romtec is not providing any lift station or pump station designs.
6. Romtec is not constructing or performing any work related to improving access roads.

Exhibit 4

PRICE PROPOSAL

ROMTEC

18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Date
5/28/2024

PROPOSAL/PO

San Bruno Mountain Replacement

Customer: County of San Mateo
Mario Nastari
455 County Center, 4th Floor
Redwood City, CA 94063

Quantity	San Bruno Mountain Restroom replacement				Extended Price
1	Romtec Restroom Building Base Bid. Design, Supply, Demolition & Installation Per Romtec Technical Proposal.				$ 942,012.63
	Add Alternate 1	$ 4,080.00	Add Alternate 2	$ 8,160.00	
	Add Alternate 3	$ 74,573.28	Add Alternate 4	$ 59,266.00	

Freight to: Brisbane, CA	**$6,141**
ROMTEC INC. PURCHASE ORDER TOTAL	**$ 948,153.63**
ESTIMATED TAX BASED ON BASE BID PRICE: $37,680.67 NOTE: ESTIMATED TAX IS NOT INLCUDED IN ROMTEC INC. PURCHASE ORDER TOTAL AMOUNT	**$ -**

Add Alternate Descriptions	
Base Bid	Block color will be Tan Split-face CMU Block. Steel post for roof extension area.
Add Alternate #1	Bottom 5 Courses of CMU block to be Dark Tan with remaining courses to be light tan.
Add Alternate #2	Exterior finish to be fiber cement, Hardi, Cedarmill board and batten siding with stone veneer accent.
Add Alternate #3	Romtec is proposing two (2) Roll up doors & CMU walls for the covered area of the building. Pricing inlcudes roll up doors, and CMU block for additional walls. The pricing would be in addition to the base bid and any add alternate pricing.
Add Alternate #4	Romtec is proposing two (2) Barn styledoors & CMU walls for the covered area of the building. Pricing inlcudes roll up doors, and CMU block for additional walls. The pricing would be in addition to the base bid and any add alternate pricing.

NOTE: ADD ALTERNATE PRICES ARE NOT INCLUDED IN THE PURCHASE ORDER TOTAL AMOUNT. THE PURCHASE ORDER TOTAL AMOUNT IS FOR THE ROMTEC "BASE BID" BUILDINGS. IF ADD ALTERNATES ARE SELECTED THERE WOULD BE A CHANGE TO THE PURCHASE ORDER TOTAL.

EXHIBIT 4B

San Mateo County Parks - San Bruno Mountain Park Restroom Replacement Project

ROMTEC CONTRACT AMOUNT BREAKDOWN

Romtec Restroom Building Base Bid	**$**	**942,013**	
(Design, Supply, Demolition & Installation)			
Add Alternate #2	**$**	**8,160**	
(Exterior Finish Hardie -Board & Stone Vaneer)			
Sub-Total	**$**	**950,173**	
Design and Supply Sub-Total (Including Add Alt #2)	**$**	**370,567**	**39%**
Installation Sub-Total(Including Add Alt #2)	**$**	**579,606**	**61%**
Total Design and Supply Sub-Total (Including Add Alt #2)	**$**	**950,173**	
San Mateo County Sales Tax (9.375%)	**$**	**34,741**	
(Design and Supply Portion Only)			
Freight	**$**	**6,141**	
Total Fixed Fee	**$**	**991,055**	
10% Design Phase	**$**	**99,105**	
90% Construction Phase	**$**	**891,949**	
Owner Construction Contingency	**$**	**50,000**	**5%**
Agreement Total Amount	**$**	**1,041,055**	

Exhibit 5

PERSONNEL AND EQUIPMENT

ROMTEC

Date: May 28, 2024

Subject: Romtec Technical Proposal

Name of Project: San Bruno Mountain Park Restroom Replacement Project.

Thank you for allowing Romtec the opportunity to bid on the San Bruno Mountain Park Restroom Replacement Project. Based on the RFP release May 3, 2024 and appendix's Romtec has put together a technical proposal outlining our project team, expertise, process, and strategic plan. The following information is how Romtec will proceed and what Romtec feels is the best value to the County for this project. Romtec will be teaming with BKF for site design, Precision Structural Engineering for final structural design, and Double E Engineering for the building electrical design.

1. Proposed Project Team and Expertise

A. Please see page 11 of the Technical Proposal for the Romtec organizational chart defining the Romtec design building team.

B. The following defines Romtec's key employees and sub consultants that will be working on the San Bruno Mountain Park Restroom Replacement Project. This team has worked together on the previous County of San Mateo projects and many projects before. The Romtec employees who manage and oversee the project from start to finish including our sales department, project management, construction management, engineering team, and Romtec's president, Ben Cooper. We have partnered with a subconsultant, Precision Structural Engineering, who stamps all Romtec plan sets. In addition, Romtec has partnered with BKF Civil Engineering to complete the site design for each building location. Below is a more defined outline of what each team member will bring to the project.

i. Dave Smith, Romtec Construction and Project Manager. Dave has a Bachelor's Degree in Construction Management and manages over 20 Romtec installations per year. He will be the Romtec lead and point of contact during the project during production and construction. Dave will be overseeing production and scheduling installation of the restroom buildings.

ii. Lindsay Bogan, Romtec Project Manager. Lindsay will be assisting Dave in the review, production, and construction phase of this project. Lindsay will be assisting in sending out submittals, plan sets, coordinating building department review, and helping with all aspects of the project. Lindsay also handles the majority of Romtec projects each year and is very familiar with the Design Build Process.

iii. Ken Perry, Romtec Contractor. Ken Perry, of Perry's Precision Concrete, installs almost all Romtec's restrooms on turnkey or design build projects. Ken has partnered with Romtec and has installed our buildings for over 20 years. Ken will be managing his crew on site and handling any on site construction aspects of this project. Ken and his crews will be preforming or coordinating all the demolition, site work, and installation of the building.

iv. Dalton Deeks, Romtec Engineering Manager. Dalton has a Bachelor's Degree in Civil Engineer along with many years of experience on building projects. Dalton

will manage and coordinate our internal engineering team and any engineering subconsultants for this project. Dalton will be responsible for coordinating the building plan sets, demolition plans, and site plans to the Romtec team and will oversee all engineering related aspects of the project.

v. Ralph Hall & Nabil Taha, Precision Structural Engineering. Ralph and Nabil have been Romtec's structural engineer for over 10 years and have "sealed" the majority of Romtec's plan set. Romtec will provide the design of each building for Precision Engineering to review and "stamp" on all projects in California. Precision Engineering is licensed in California and have an ample amount of experience in the Bay Area.

vi. Joe Young & Melinda Thomas, BKF Civil Engineering. Romtec will again be partnering up with BKF Engineering for as we did for past restroom replacement projects. BKF is located in the bay area and has worked with Romtec on several other projects. BKF and Romtec have a great understanding of the project after completing phase I and will be working together on the demolition and site plans for each location.

vii. Greg Pride, Double 'E' Engineering. Romtec has worked directly with Greg Pride for over 20 years to provide electrical engineering services on projects in California. Greg knows the Romtec process and product very well and is a key part of our team.

viii. Dayna Lewis, Romtec Chief Financial Officer. Dayna oversees the Romtec accounting department. Dayna will be responsible for obtaining all insurance and bonding requirements, billing, and other accounting related items. Dayna and the accosting team will also be responsible for invoicing and collection for all Romtec project.

ix. Mark Sheldon, Vice President of Operations. Mark has been with the company since the beginning and runs Romtec's day to day operations. Mark's primary role is to oversee project management, engineering, production, and operations of Romtec. It is his goal to make sure Romtec is working smoothly and efficiently during the engineering and production of each project

x. Ben Cooper, President. Ben will be overseeing all Romtec employees and Romtec subconsultants for this project. During this project Ben will be involved in every step of the project to ensure the project is running smooth and efficient to ensure all parties are happy with final product.

C. The following will demonstrate how the proposed project team will communicate, collaborate, and work together with the County. The Romtec team has worked with CPM and the County on past projects and hopes the process with be familiar for all. Romtec will be the lead on all design and construction related items for the project. Romtec will work with the County to finalize the building design, building materials, and site design for each location. Romtec will be in direct contact with the County while managing our team and subconsultants throughout the entire design building process. Romtec would like to request a weekly meeting with the County to discuss the project and status of the project. We will ultimately work together to obtain the demolition permits, building permits, and scheduling of construction for the buildings.

D. Romtec has been a leader in the public building industry for over forty years specializing in the design, supply, and construction of public restrooms and similar type park and recreation structures. The most recent example of our design and construction experience is on the Memorial Park Restroom Replacement Phase II Project. Romtec worked directly with the County of San Mateo and CPM to Design, Supply, and Construct 7 restroom buildings. This project was over $3M in value an includes demolition, site design, building design, site construction and building construction. This is one of many examples where Romtec has worked with our team to design, supply, and construct our buildings.

E. Romtec's proposed team will result in the best value for the County in many ways. By having a company like Romtec, who specializes in restroom type structures, we know the most efficient and comprehensive way to design and install restroom shower buildings. This results in the best, most robust, restroom building for the most competitive pricing. In addition to the Romtec building design we have brought in a very well-known civil engineering team to help provide the most efficient site design. By having a well-designed site, the Romtec contractor can prepare the site and install the buildings quickly and more cost effective. I believe we were able to prove Romtec is the best value to the County with the completion of the Memorial Park Restroom Replacement Phase I project.

F. Romtec's Installation crew includes graduates of apprenticeship programs. The work is being performed by Romtec certified installers and installation of the building's makeup more than 60% of the complete project.

2. Method and Strategic Plan

A. Reduced Technical and Managerial Approach

Romtec will be coordinating the site civil and building design together per the County's RFP document released May 3, 2024. Per the RFP, Romtec will work though the design documents with the County prior to any demolition or construction work on the project. Upon being provided the "Intent to Award" by the County of San Mateo, Romtec will proceed immediately on the Schematic Design phase for the project. The Following details Romtec's technical and managerial approach to the design and construction phases of the project.

B. Design Capabilities

It's Romtec's intent to follow the design processed outlined in the County's RFP. Romtec will work with the county through the schematic design, design development, and 100% construction documents. The following outlines Romtec's Design Capabilities and professional services for the project.

i) Schematic Design Phase

(1) Building schematic Design. Romtec will produce a submittal for each building which will include the following key documents:

i. Preliminary plan view and elevation drawings for each location
ii. Data sheets and specifications for all key components included in each building.
iii. Color Selection charts

This submittal will be provided to the county for review, comment, and approval. Romtec will formally respond in writing to all comments received from the County on the Schematic Design submittal and will incorporate those defined comments and changes in the Design Development phase.

The intent of the Schematic Design review is to approval all design options, floor plans, site design, building components, and any other items needed for approval. Once approved the county is confirming no more design changes will be taking place.

(2) "Schematic" Civil Plans. Accompanying the Romtec Building Schematic Design Submittal will be the "schematic" site civil design. The following scope will be included in the "schematic" civil design:

i. Drawings. A one (1) sheet per restroom location that will include the following details:
   1. Existing Conditions
   2. Grading and Drainage
   3. Utilities (water, sewer, storm drain)
   4. To scale equipment layout of all Romtec structures.

ii. Plan for NPDES C.3 Compliance. Based on a preliminary review, it is assumed that the building site will be viewed by the County as separate areas with regards to the MRP Section C3.i requirements. Based on our preliminary review each site does not create and/or replace more than 2,500sf of impervious surface and thus does not trigger the need to implement post construction stormwater treatment facilities. All water will be designed to drain to vegetated areas.

iii. Romtec will respond in writing to all County comments on the schematic site plan and Plan View and Elevation submittal

iv. Incorporating all comments. Romtec will incorporate all County comments on the Schematic Design submittal in the Design Development building plans

ii) Design Development

Upon County approval of the Schematic Design Phase, Romtec/BKF will prepare Design Development Drawings for the County and County Planning Department to Review. This phase will include the Romtec architectural, structural, mechanical, electrical, plumbing, and the BKF civil plans.

(1) Design Development for County Park & Rec. Approval.

i. Building Plans: Romtec will produce an engineered plan set for the building which will include the following key documents:

(i) Romtec "unsealed" plan set including all structural, mechanical, electrical, and plumbing plans for the building.

(ii) Data sheets and specifications for all key components included in each building.

ii. Civil Plans for County Park & Rec. Approval. Accompanying the Romtec Building Design Development Submittal will be the site civil design. The following scope will be included in the civil design:

(i) Complete Civil Site Designs for each location, including the following details:

   1. Existing Conditions
   2. Grading and Drainage
   3. Utilities (water, sewer, storm drain)
   4. To scale equipment layout of all Romtec structures.

(2) Design Development for Planning Department Review.

Note: Upon County Park acceptance of the Design Development submittal (Unsealed plans), Romtec will then submit separately to the County Planning department for approval. This will occur prior to submitting to the building department for permits.

i. Final "Sealed" Building Plans for review by the County of San Mateo Building Department. Included will be the following:
   (i) Sealed building plans (35-50 sheets)
   (ii) Sealed structural calculations for each building to satisfy all permitting requirements. (30-50)

ii. Final "Construction" Site Plans.
   (i) Drawings. The following Sheet layout is anticipated:
      1. Existing Conditions
      2. Site Improvement Plan (Paving, Grading and Drainage) 7 Sheets
      3. Erosion Control Plan 7 Sheets
      4. Construction Details 2 Sheets

iii. Demolition Plans
   (i) Existing Conditions and Demolition Drawing
      1. All General Notes related to demolition and tree protection

iii) 100% Construction Documents

Upon the County's Parks and Planning Department acceptance of the Design Development Documents, Romtec will provide the 100% Construction Documents. Romtec will meet with the County prior to having the Construction Documents submitted to the building department. Per the County RFP, it is Romtec's intention to submit for a separate demolition and building permit. This will allow Romtec to start the demolition of the building prior to starting construction.

(1) 100% Construction Documents

i. Final "Sealed" Building Plans for review by the County of San Mateo Building Department, including the following:

   (i) Sealed building plans (35-50 sheets)
   (ii) Sealed structural calculations for each building *to satisfy all permitting requirements. (30-50)*

ii. Final "Construction" Site Plan(s).
   (i) Drawings. The following sheet layout is anticipated:

      1. Existing Conditions and Demolition Plan 7 Sheets
      2. Site Improvement Plan (Paving, Grading and Drainage) 7 Sheets
      3. Erosion Control Plan 7 Sheets
      4. Construction Details 2 Sheets

   (ii) Calculations: BKF will update the calculations performed during the Schematic Development phase to reflect the construction level design.

   (iii) NPDES C.3 Compliance: Based on comments received from the County, BKF will further develop the methods to meet the NPDES requirements for post-construction storm water discharge. BKF will work with the Romtec to implement the site water quality features.

(iv) Project Approval: BKF and Romtec will provide 100% level construction documents for use in the obtaining all local-jurisdictional agency plan approvals and permitting.

iii. Demolition Plans
(i) Existing Conditions and Demolition Drawing
1. All General Notes related to demolition and tree protection

C. Construction Means and Methods

Romtec intends to produce building packages and construct the buildings in accordance with the agreed to timelines for the project, see "Project Schedule" for further detail. The following outlines the Romtec Production and construction process along with staging and phasing delivery of the building packages.

(1) Building Production. With the County's approval, and Notice to Proceed on production, Romtec will start production of the building packages:
i. Romtec will begin purchasing the building material starting with any long lead time items.
ii. Once all material is delivered to the Romtec facility our team will package the building kits into stages. Romtec packages our building kits on pallets, in stages, to help with delivery, storage, and speed during construction. By having the buildings organized in stages it allows us to install building more efficiently and safely store the remaining material until needed.
iii. Along with the building package, Romtec provides a Bill of Material (BOM) outline all material include in each stage of the building package. This ensures Romtec is supplying the proper material for each building.

(2) Delivery, Staging, and Site Security. Once the building packages are produced and ready for delivery Romtec will schedule "phased" deliveries of the building packages. Below is how Romtec plans to deliver the buildings:
i. Romtec have the building packages delivered to the park using a semi-truck and flatbed trailers. The use of a "hot shot" may be used during for certain deliveries.
ii. The buildings will be delivered to the park entrance and then offloaded by the Romtec Construction team.
iii. Building packages will be delivered to an agreed to staging area where they will be stored until the building material is needed. Currently Romtec plans to store the building packages in camp spots closest to the building locations.
iv. The building packages are completely wrapped to protect the material from the elements and add a layer of security.
v. Romtec's crews will also plan on camping on site to provide on site security during the entire project.

(3) Demolition. Once the Demolition and Building Permits are approved Romtec can start on the demolition, site work, and construction of the restroom building. Below is an outline on how Romtec plans to schedule the demo and construction phases:
i. Once demolition permits have been approved, we will start removing the existing building. This will start with tree protection around all project sites and disconnecting all existing utilities.

ii. If required, Romtec will work with our abatement sub-contractor to start the demolition and disposal of the existing buildings. (please note this is excluded due to lack of having a hazardous report provided prior to bid).
iii. Most of this work will be completed via an excavator and dump truck where site access allows.

(4) Construction. Once demolition of the exiting structure is complete, Romtec will start with the site preparation for the new building. In general, the construction work will start with site work and rough in. Romtec will then start coordination the foundations and vertical construction at each site, throughout this process Romtec will be calling for all necessary inspections for the buildings:

i. Site preparation will include grading, setting gravel, preparing for any retaining walls, drainage, and more.
ii. Romtec will completer the new building site to be ready for a new building to be installed.
iii. All site aspects for the new building location will be considered during the "site work" phase. This includes walking paths and more.
iv. Romtec will then begin the "rough in" phase of the construction. During this phase the footings will be dug, and the footings and foundations will be formed with rebar set.
v. Following the rough in work Romtec can start on the vertical construction of the building. This includes the CMU walls and trusses for each building.
vi. Once the Walls and roof structure are complete Romtec can work on the "finish out" work for the building. This will include all plumbing, electrical, fixture installation, and so on.

Note: *A 6-day work week with available work hours of 7:00 AM – 7:00 PM. Reductions in this schedule will impact the schedule and proposal value.*

Romtec Companies
Organizational Chart

Rev 07/01/2021

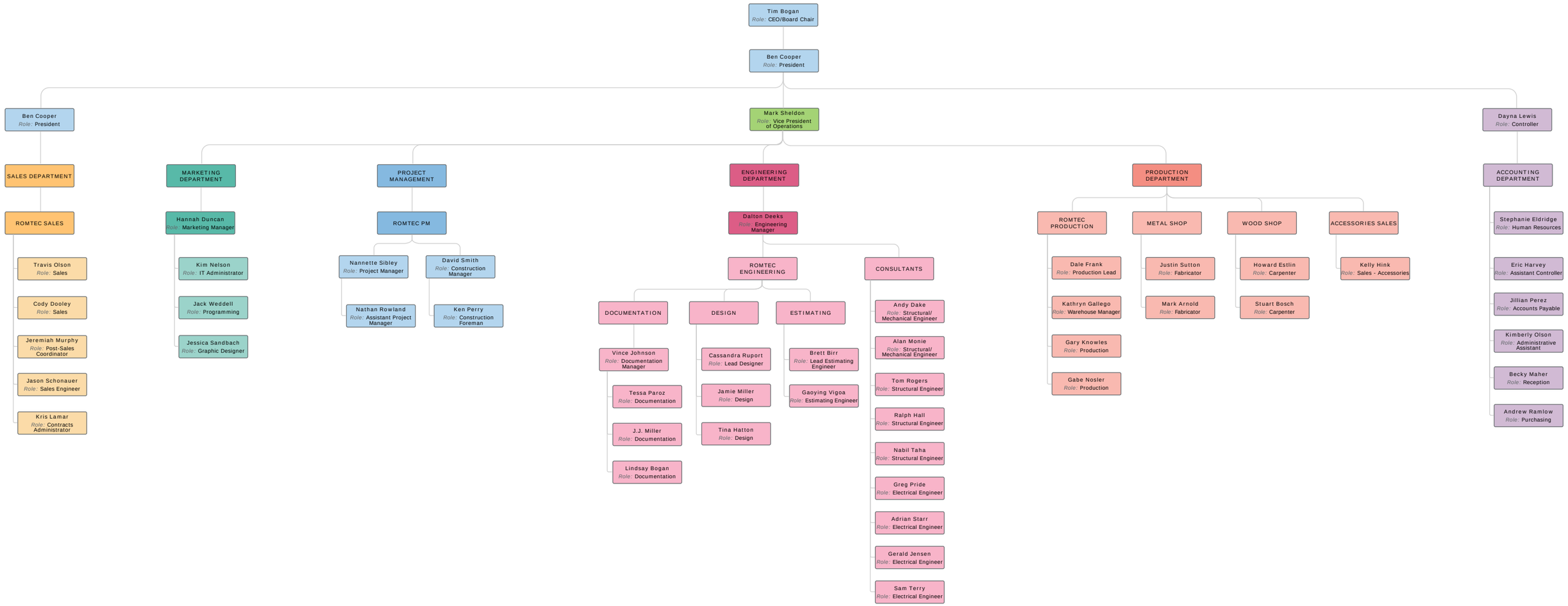
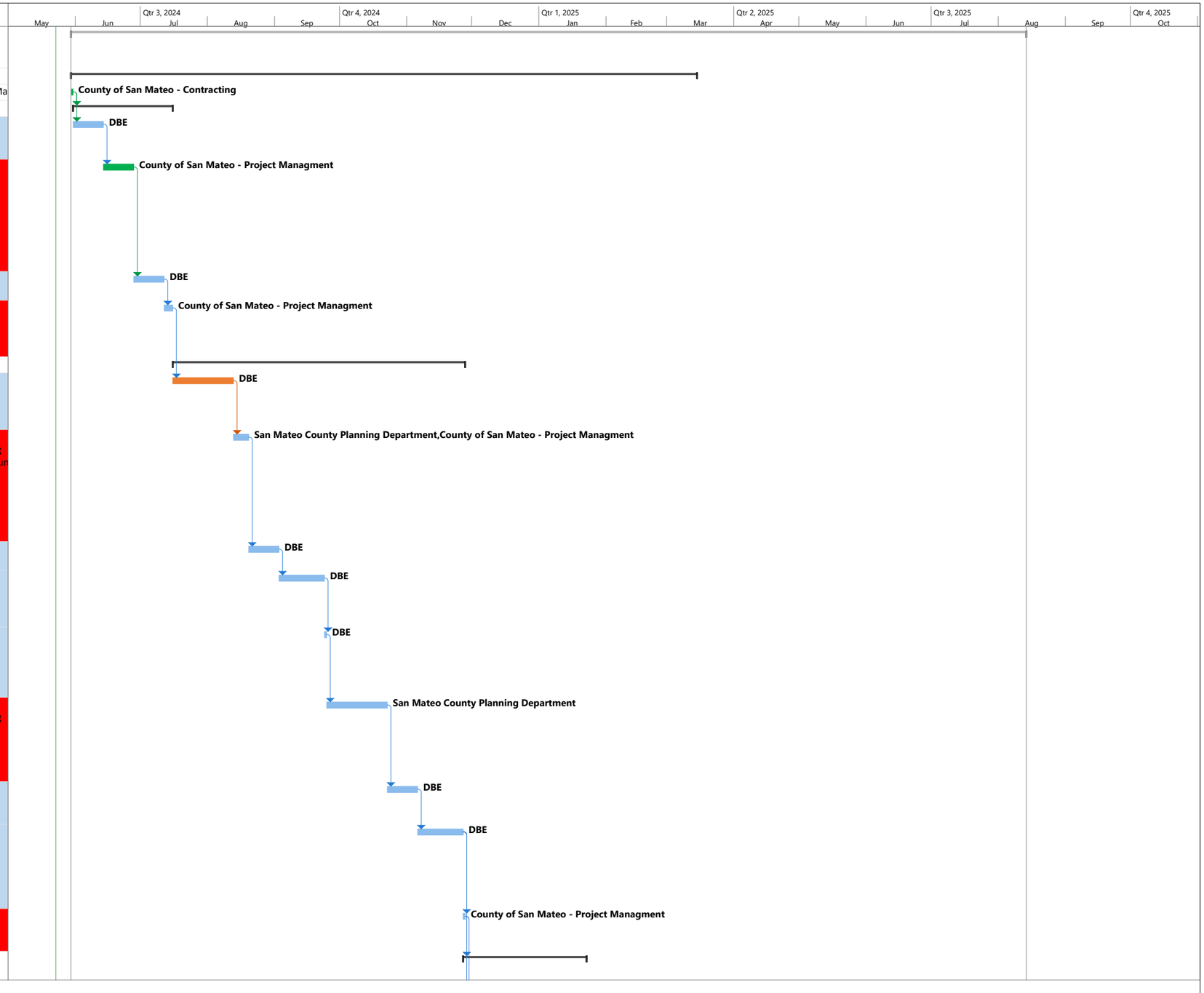


Exhibit 6

SCHEDULE

(8) PROPOSED SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
0		**Romtec Design, Supply, & Install**	**315 days**	**Thu 5/30/24**	**Wed 8/13/25**		
1		**Design Phase Services**	**207 days**	**Thu 5/30/24**	**Fri 3/14/25**		
2		Receive Intent to Award	1 day	Thu 5/30/24	Thu 5/30/24		County of San Ma
3		**Schematic Design**	**32 days**	**Fri 5/31/24**	**Mon 7/15/24**	**2**	
4		Romtec Produce Schematic Design Submittal Package	10 days	Fri 5/31/24	Thu 6/13/24	2	DBE
5		County Parks to review Schematic Design Submittal Package and Provide approval with Comments. No Additional County Parks Schematic Design comments.	10 days	Fri 6/14/24	Thu 6/27/24	4	County of San Mateo - Project Managment
6		Romtec to Respond to Comments	10 days	Fri 6/28/24	Thu 7/11/24	5	DBE
7		Romtec to Revise and County to provide Formal Approval of Schematic Design.	2 days	Fri 7/12/24	Mon 7/15/24	6	County of San Mateo - Project Managment
8		**Design Development**	**97 days**	**Tue 7/16/24**	**Wed 11/27/24**		
9		Romtec to Produce Unsealed Construction Documents for County Parks Review	20 days	Tue 7/16/24	Mon 8/12/24	7	DBE
10		County Parks to Review Unsealed Design Development Documents and Provide Approval with Comments. No Additional County Parks Design Development Comments.	5 days	Tue 8/13/24	Mon 8/19/24	9	San Mateo County Planning Department,Coun of San Mateo - Project Managment
11		Romtec to Respond to County Parks Comments	10 days	Tue 8/20/24	Mon 9/2/24	10	DBE
12		Romtec to Revise and Provide Sealed Plans Based on County Parks Comments	15 days	Tue 9/3/24	Mon 9/23/24	11	DBE
13		Romtec to Submit Parks Approved Sealed Design Development Drawings to Planning Department for Review	1 day	Tue 9/24/24	Tue 9/24/24	12	DBE
14		County Planning Department Review and Provide Approval with Comments. No Additional Planning Department Comments.	20 days	Wed 9/25/24	Tue 10/22/24	13	San Mateo County Planning Department
15		Romtec to Respond to Planning Department Comments	10 days	Wed 10/23/24	Tue 11/5/24	14	DBE
16		Romtec to Revise and Submit for the Record Based on Planing Department Comments. No Additional Review or Comments	15 days	Wed 11/6/24	Tue 11/26/24	15	DBE
17		Owner to Release Romtec Into Production for the Building Kits	1 day	Wed 11/27/24	Wed 11/27/24	16	County of San Mateo - Project Managment
18		**Submit for Demolition Permit**	**41 days**	**Wed 11/27/24**	**Wed 1/22/25**	**16**	

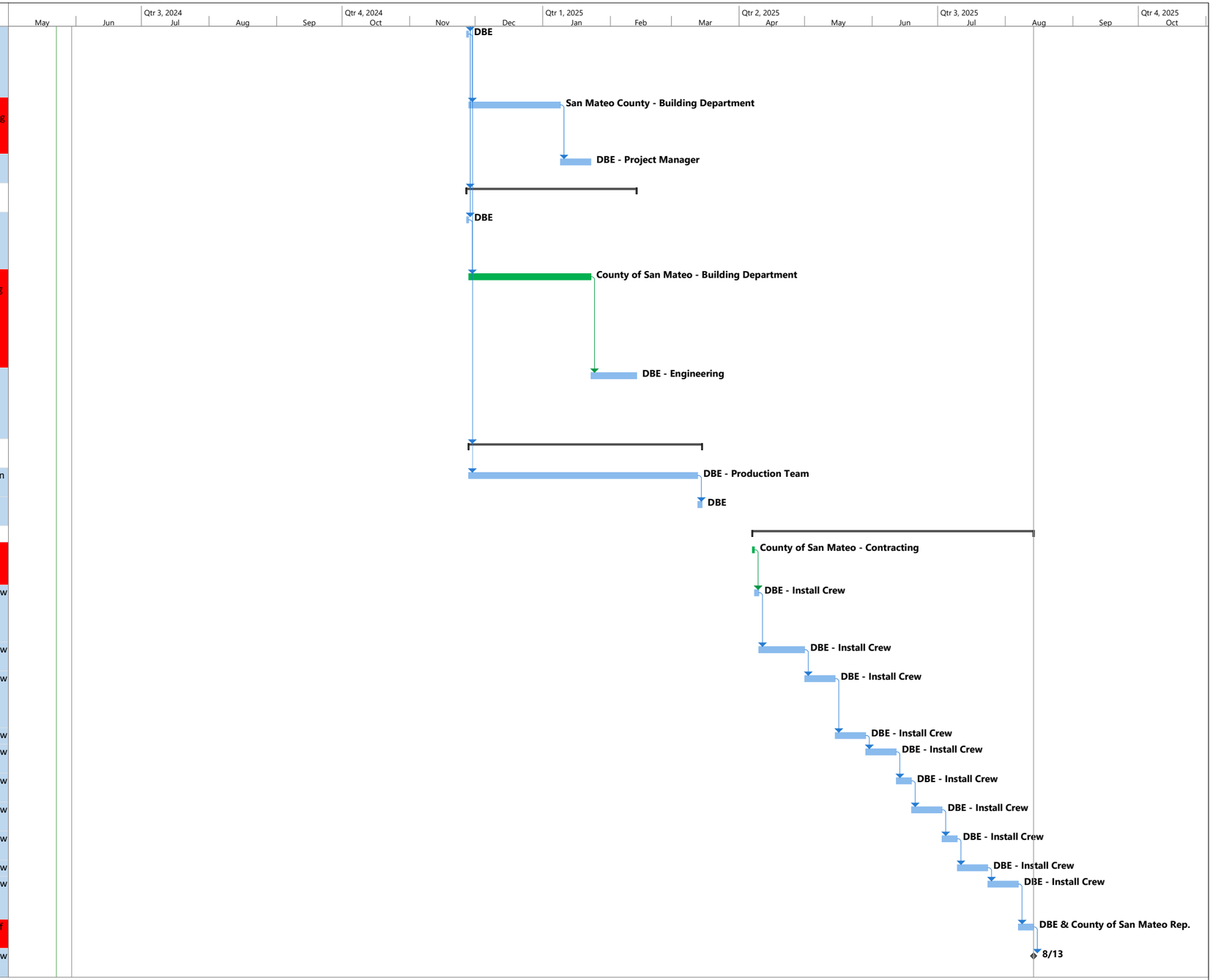


Project: Romtec Design, Supply
Date: Thu 5/23/24

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

SCHEDULE CHART

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
19		Romtec to Submit Approved Design Development Drawing for Demolition Permit Review	1 day	Wed 11/27/24	Wed 11/27/24	16	DBE
20		County Building Department to provide Demolition Approval with Comments	6 wks	Thu 11/28/24	Wed 1/8/25	19	San Mateo County - Building Department
21		Romtec to Revise and Resubmit for the record	10 days	Thu 1/9/25	Wed 1/22/25	20	DBE - Project Manager
22		**100% Construction Documents**	**56 days**	**Wed 11/27/24**	**Wed 2/12/25**	**16**	
23		Romtec to provide "Stamped & Seal" Plans for Building Department Review	1 day	Wed 11/27/24	Wed 11/27/24	16	DBE
24		Building Department Review and Approval/Permit with Comments. No Additional Changes from County Building Department.	8 wks	Thu 11/28/24	Wed 1/22/25	23	County of San Mateo - Building Department
25		Romtec Respond and Revise Sealed Plan Set. Romtec to Provide For the Record Plan Set to Building Department	15 days	Thu 1/23/25	Wed 2/12/25	24	DBE - Engineering
26		**Romtec Production & Delivery**	**77 days**	**Thu 11/28/24**	**Fri 3/14/25**	**17**	
27		Production of Romtec Buildng Packages	15 wks	Thu 11/28/24	Wed 3/12/25	17	DBE - Production Team
28		Final Delivery of Romtec Building Packages	2 days	Thu 3/13/25	Fri 3/14/25	27	DBE
29		**Mobilize and Install**	**93 days**	**Mon 4/7/25**	**Wed 8/13/25**		
30		Customer Provides Mobilization Payment No Later Than	1 day	Mon 4/7/25	Mon 4/7/25		County of San Mateo - Contracting
31		Construction Start Date - Crew to Mobilize, Installation Tree Protection and Errosion Control	2 days	Tue 4/8/25	Wed 4/9/25	30	DBE - Install Crew
32		Demolition & Site Utility Work	15 days	Thu 4/10/25	Wed 4/30/25	31	DBE - Install Crew
33		Romtec have Permits and Begin Construction - Rough in, Footings, Foundation, and Slab No Later Than	10 days	Thu 5/1/25	Wed 5/14/25	32	DBE - Install Crew
34		Erection of Masonry Walls	10 days	Thu 5/15/25	Wed 5/28/25	33	DBE - Install Crew
35		Roof Framing, Stone Siding and Sidewalks	10 days	Thu 5/29/25	Wed 6/11/25	34	DBE - Install Crew
36		Complete Stone Siding, Hardi Siding and Soffits	5 days	Thu 6/12/25	Wed 6/18/25	35	DBE - Install Crew
37		Plumbing, Mechanical and Interior Paint	10 days	Thu 6/19/25	Wed 7/2/25	36	DBE - Install Crew
38		Complete Interior Paint and Exterior Paint	5 days	Thu 7/3/25	Wed 7/9/25	37	DBE - Install Crew
39		Final Grade	10 days	Thu 7/10/25	Wed 7/23/25	38	DBE - Install Crew
40		Installation of Accessories, Testing and Cleaning of Buildings	10 days	Thu 7/24/25	Wed 8/6/25	39	DBE - Install Crew
41		Walk through with County and Complete Punchlist	5 days	Thu 8/7/25	Wed 8/13/25	40	DBE & County of San Mateo Rep.
42		County Parks to Provide Signoff/Acceptance	0 days	Wed 8/13/25	Wed 8/13/25	41	DBE - Install Crew



Project: Romtec Design, Supply
Date: Thu 5/23/24

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	
Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	

Exhibit 7

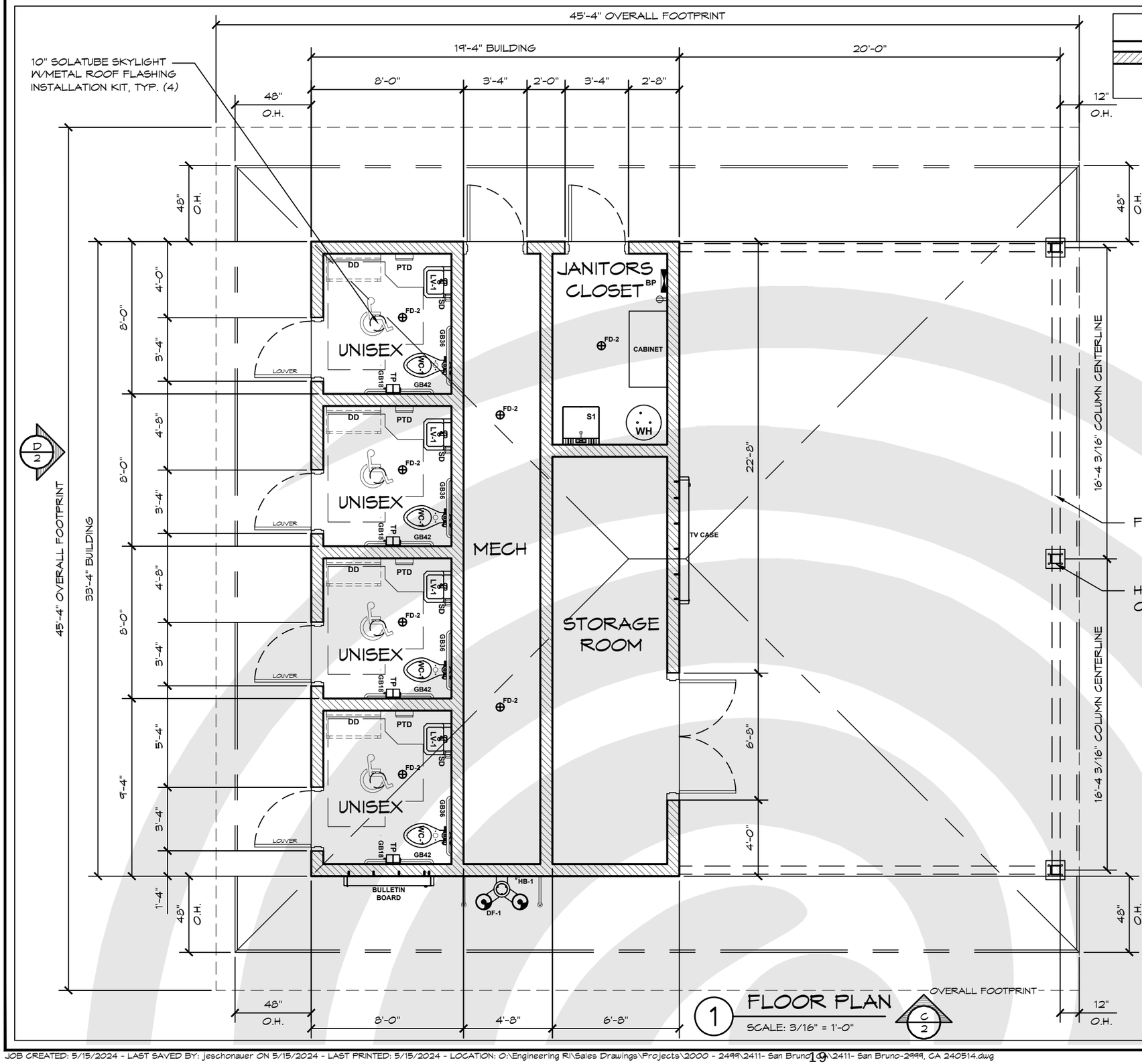
SCHEMATIC DESIGN DOCUMENTS

ROMTEC
18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

SAN BRUNO MOUNTAIN PARK

SAN BRUNO, CALIFORNIA

SAN BRUNO PARK: FLOOR PLAN



WALL TYPE SCHEDULE

8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.

PRELIMINARY

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

ROMTEC
www.romtec.com
(541) 496-3541 FAX (541) 496-0803

1 FLOOR PLAN
SCALE: 3/16" = 1'-0"

C 2 OVERALL FOOTPRINT

A D B C

PROJECT: SAN BRUNO MOUNTAIN PARK
SAN BRUNO, CALIFORNIA

SHEET TITLE: FLOOR PLAN

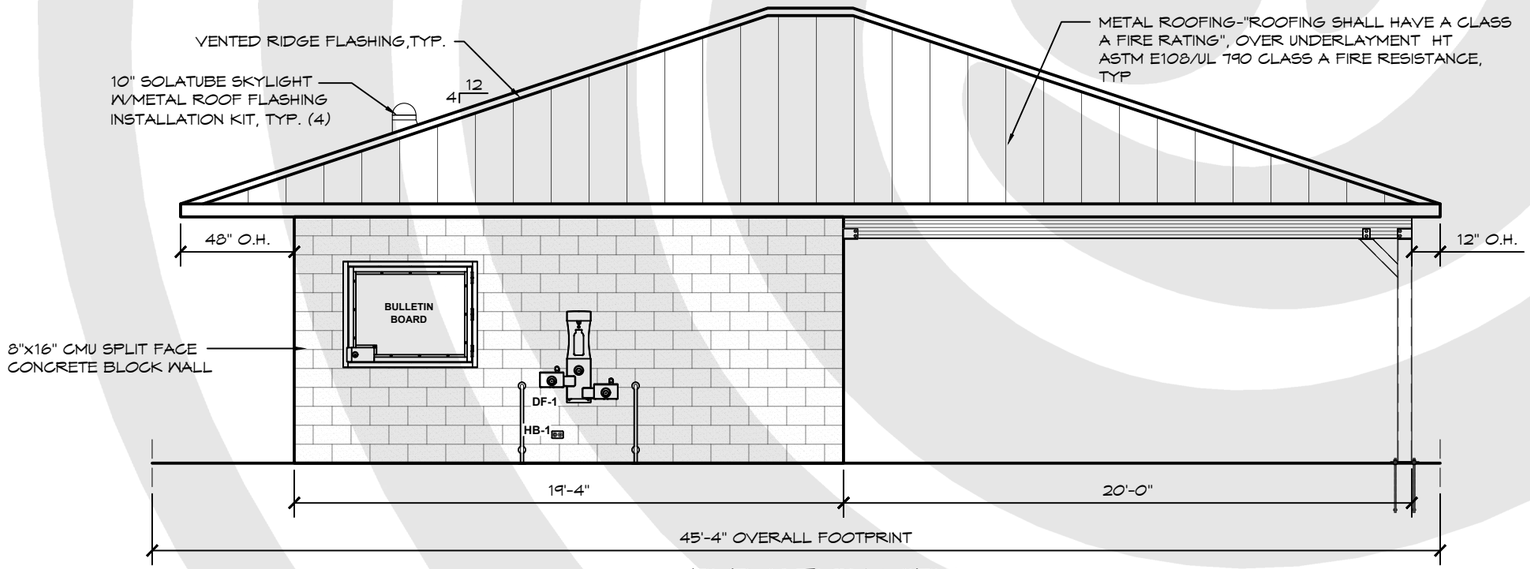
PROJECT #: 2411
DATE: 5/14/24
DRAWN BY: JS

REV.	DATE:	BY:

REVISIONS:

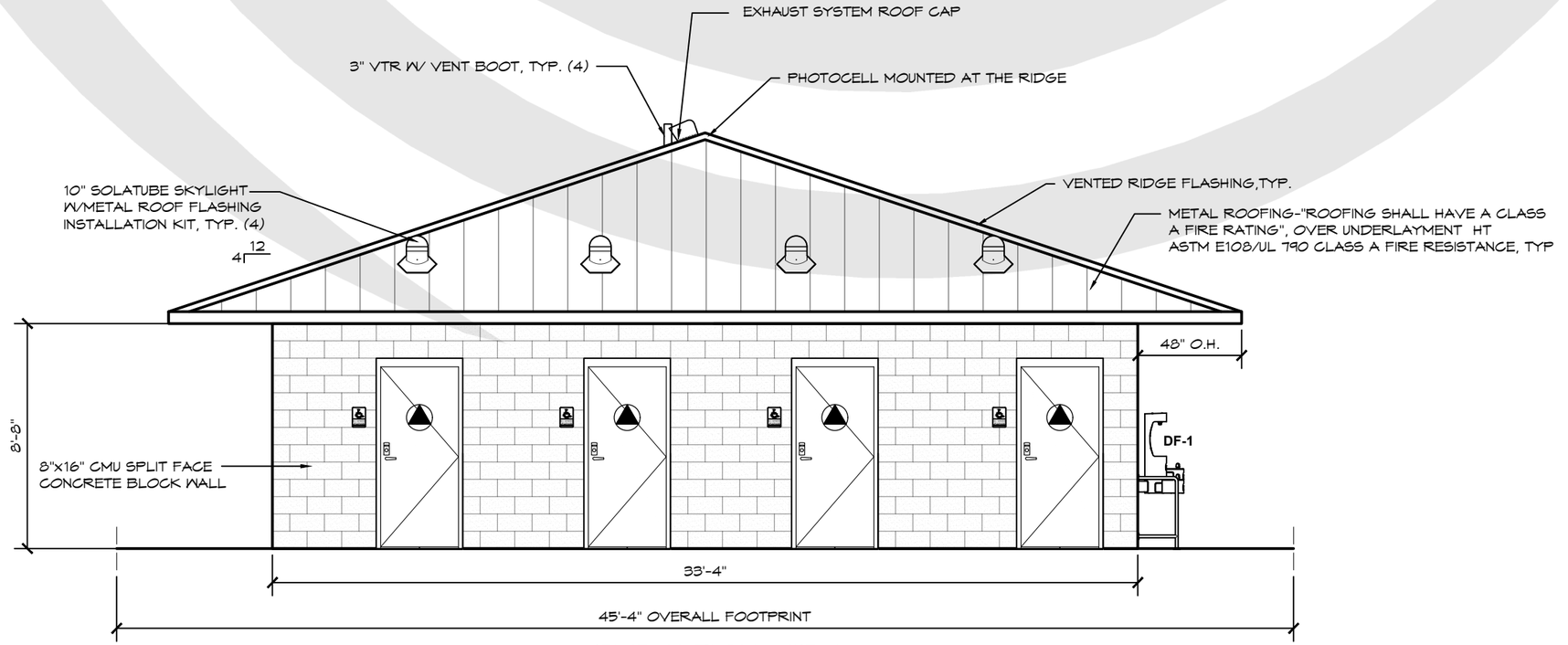
SHEET NO. 01

SAN BRUNO PARK: ELEVATIONS



C ELEVATION VIEW

SCALE: 3/16" = 1'-0"



D ELEVATION VIEW

SCALE: 3/16" = 1'-0"

PRELIMINARY

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PROJECT: SAN BRUNO MOUNTAIN PARK
SAN BRUNO, CALIFORNIA

SHEET TITLE: ELEVATION VIEW

PROJECT #: 2411

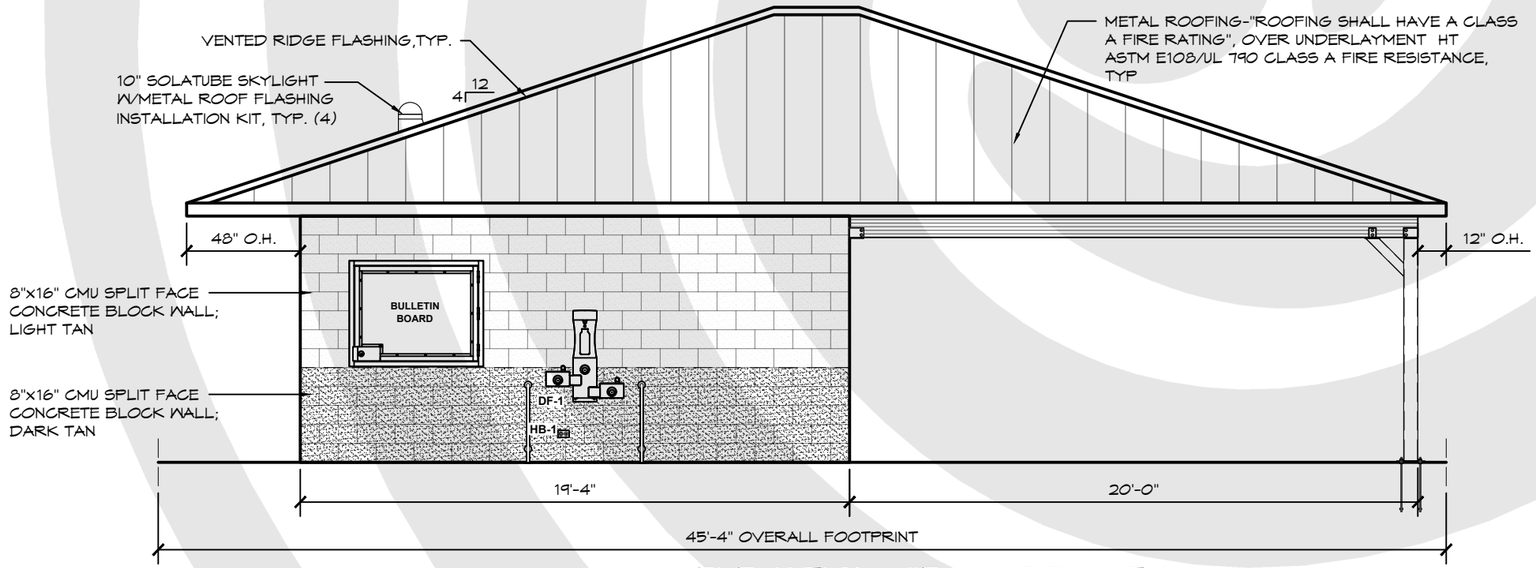
DATE: 5/14/24

DRAWN BY: JS

REV.	DATE:	BY:

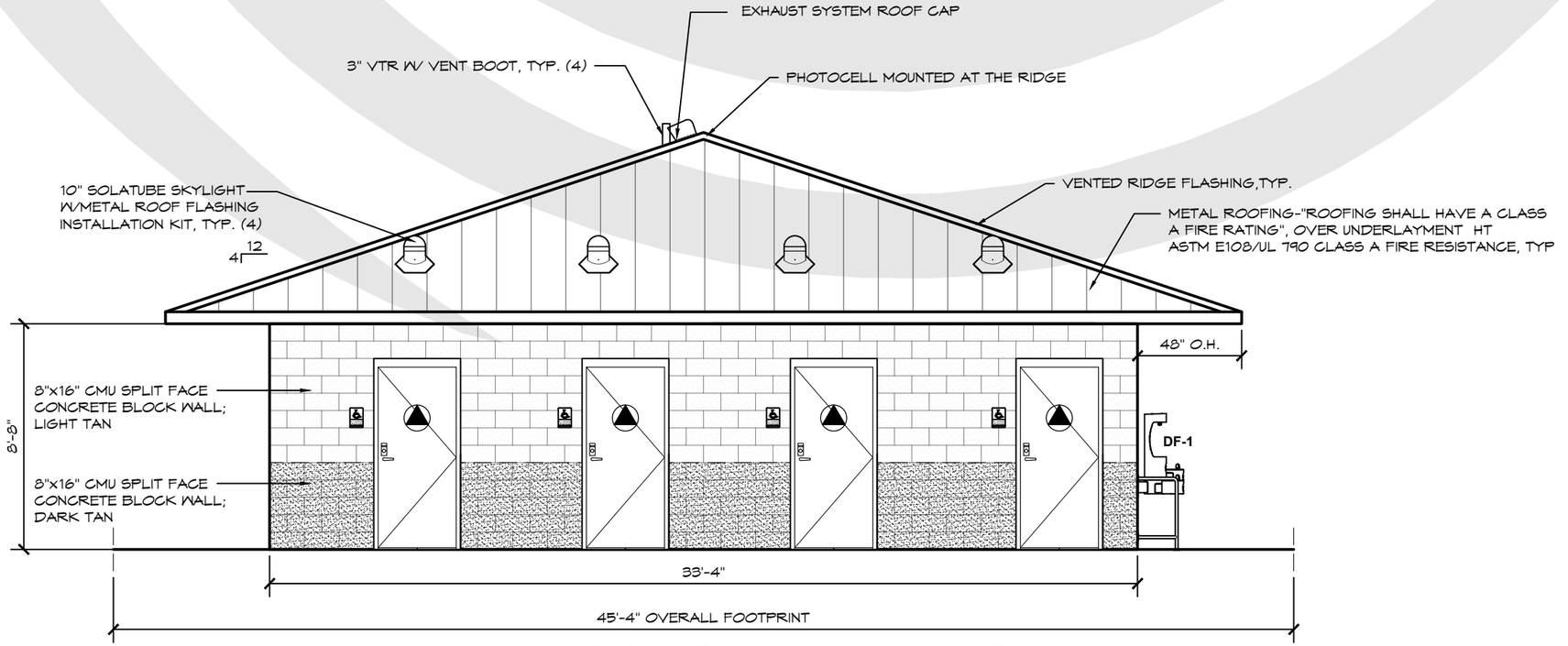
REVISIONS:

SHEET NO. 02



C ELEVATION VIEW- ADD/ALT 1

SCALE: 3/16" = 1'-0"



D ELEVATION VIEW- ADD/ALT 1

SCALE: 3/16" = 1'-0"

PRELIMINARY

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

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PROJECT: SAN BRUNO MOUNTAIN PARK
SAN BRUNO, CALIFORNIA

SHEET TITLE: ELEVATION VIEW

PROJECT #: 2411

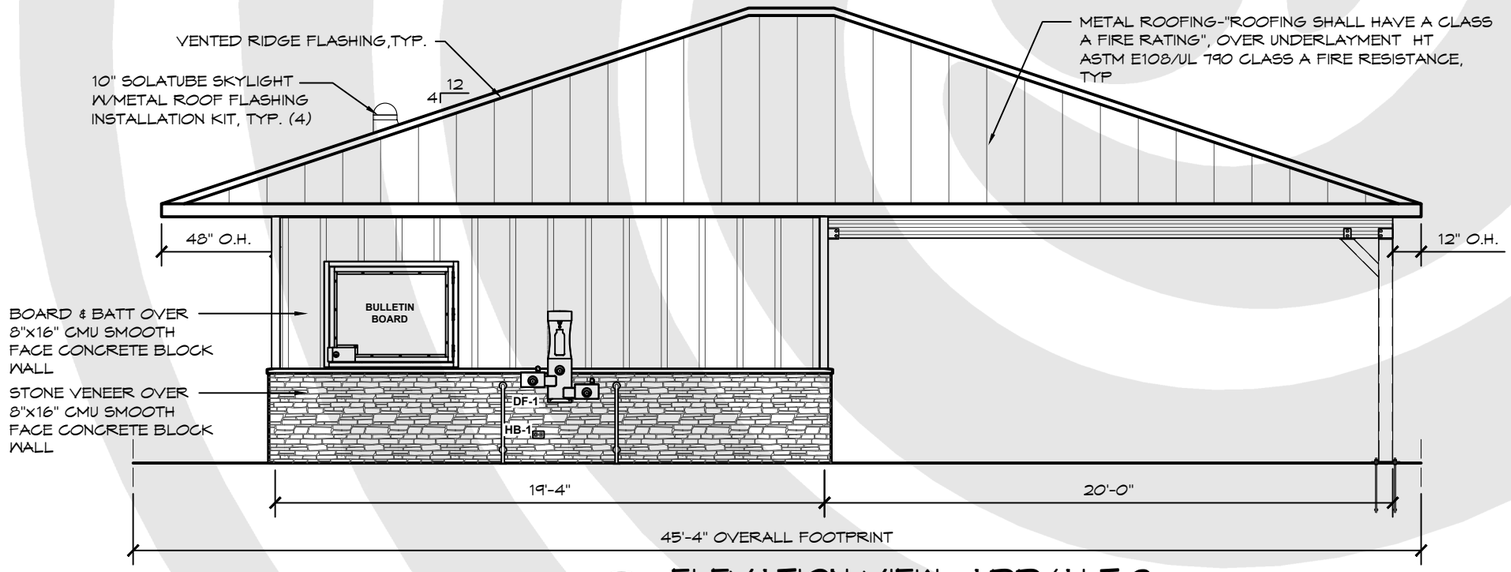
DATE: 5/14/24

DRAWN BY: JS

REV.	DATE:	BY:

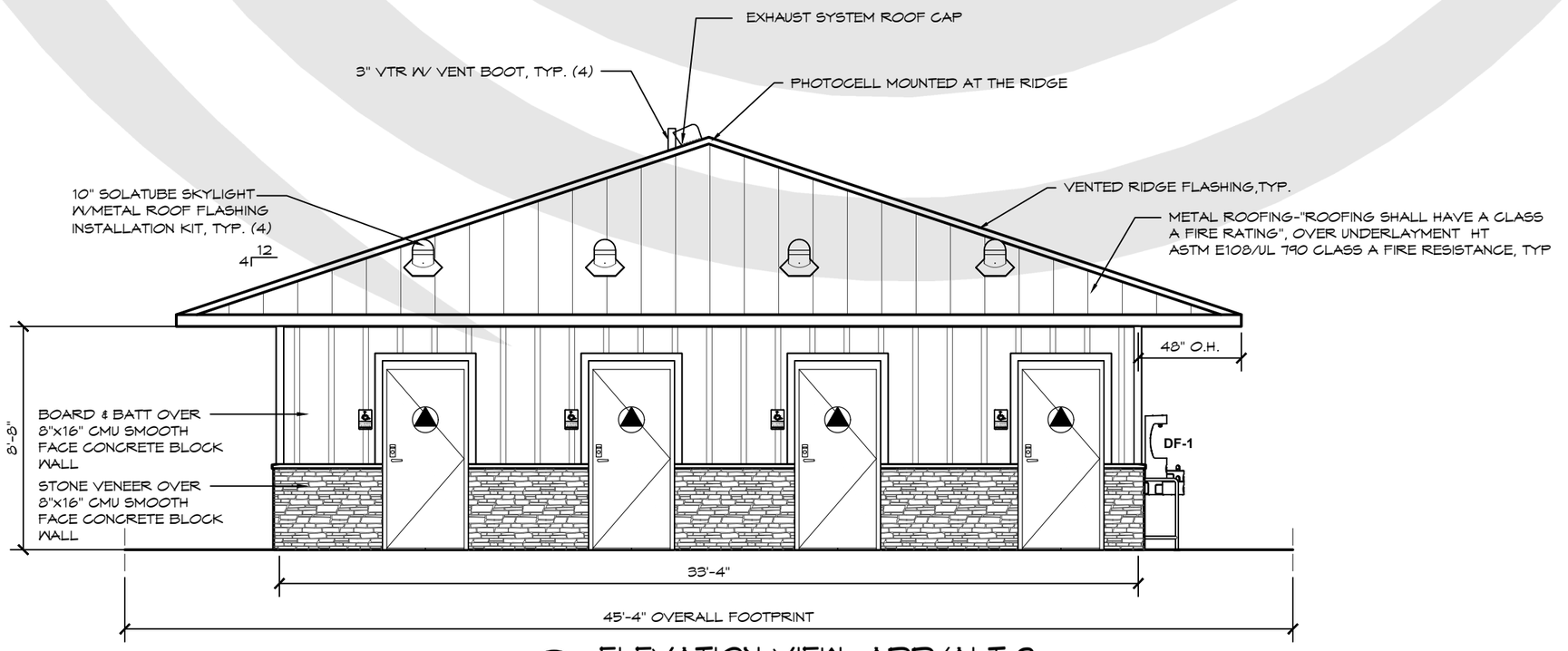
REVISIONS:

SHEET NO. 02



C ELEVATION VIEW- ADD/ALT 2

SCALE: 3/16" = 1'-0"



D ELEVATION VIEW- ADD/ALT 2

SCALE: 3/16" = 1'-0"

PRELIMINARY

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

ROMTEC
www.romtec.com
(541) 496-3541 FAX (541) 496-0803

PROJECT: SAN BRUNO MOUNTAIN PARK
SAN BRUNO, CALIFORNIA

SHEET TITLE: ELEVATION VIEW

PROJECT #: 2411

DATE: 5/14/24

DRAWN BY: JS

REV.	DATE:	BY:

REVISIONS:

SHEET NO. 02