



CITY of BRISBANE

City Council Meeting Agenda

Thursday, May 21, 2020 at 7:30 PM • City Hall 50 Park Place Community Meeting Rm, Brisbane, CA

This meeting is compliant with the Governors Executive Order N-29-20 issued on March 17, 2020 allowing for deviation of teleconference rules required by the Brown Act. The purpose of this is to provide the safest environment for staff, Councilmembers and the public while allowing for public participation. The public may address the council using exclusively remote public comment options.

TO ADDRESS THE COUNCIL

The City Council Meeting will be an exclusively virtual meeting. The City Council agenda materials may be viewed online at www.brisbaneca.org at least 24 hours prior to a Special Meeting, and at least 72 hours prior to a Regular Meeting.

Remote Public Comments:

Meeting participants are encouraged to submit public comments in writing in advance of the meeting. The following email and text line will be monitored during the meeting and public comments received will be read into the record during Oral Communications 1 and 2 or during an Item.

Email: ipadilla@brisbaneca.org

Text: 628-219-2922

PUBLIC MEETING VIDEOS

Public Meetings can be viewed live and/or on-demand via the City's YouTube Channel, www.youtube.com/brisbaneca, or on Comcast Channel 27. Archived videos can be replayed on the City's website via the All Meetings Page (<http://brisbaneca.org/city-government/meetings>).

SPECIAL ASSISTANCE

If you need special assistance to participate in this meeting, please contact the City Clerk at (415) 508-2113. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

1. 7:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. ADOPTION OF AGENDA

4. ORAL COMMUNICATIONS NO. 1

5. PRESENTATION

A. National Public Works Week

6. CONSENT CALENDAR

B. Adopt City Council Minutes of March 19, 2020

C. Adopt City Council Minutes of April 16, 2020

D. Accept Investment Report as of March 2020

E. Approve Plans and Specifications and Authorize publication of the Notice Inviting Bids for the Guadalupe Canyon Parkway Safety Improvements (Project No. 920D)

F. Sierra Point Lighting and Landscaping District

1. Approve Resolution No. 2020-26, Appointing Attorney for the Sierra Point Landscaping and Lighting District for the Fiscal Year 2020-2021.

2. Approve Resolution No. 2020-27, Appointing Engineer for the Sierra Point Landscaping and Lighting District for the Fiscal Year 2020-2021."

3. Approve Resolution No. 2020-28, "A Resolution of Preliminary Approval of Engineer's Report - Fiscal Year 2020-2021 - Sierra Point Landscaping and Lighting District"

4. Approve Resolution No. 2020-29 "A Resolution of Intention to order the levy and collection of assessments pursuant to the Landscaping and Lighting Act of 1972 - Fiscal Year 2020-2021 - Sierra Point Landscaping and Lighting District"

G. Award the construction contract for the 2020 Slurry Seal Project to Graham Contractors, Inc. in the amount of \$ 223,862 and authorize the Mayor to sign the Agreement on behalf of the City

H. Guadalupe Channel Erosion Control

1. Authorize publication of the Notice Inviting Bids for Guadalupe Channel Erosion Control (Project No. 9018).
2. Authorize the Mayor to sign the Agreement on the city's behalf with the low, responsive and responsible bidder, on the condition that the low, responsive and responsible bid price is less than or equal to the engineer's estimate plus a reasonable variance.

7. NEW BUSINESS

I. Consider Adoption of Resolution No. 2020-30 confirming the pay schedule for the City Manager for fiscal year 2020/2021, that results in a 3% increase in salary, with no change in the other benefits provided in the Employment Agreement.

(This is the implementation of a contract previously approved by Council on July 18, 2019. Mayor to read a prepared statement.)

J. Consider Approval of Resolution No. 2020-31 through 2020-41, Adopting Pay Schedules for Fiscal Year 2020/2021.

(This is the implementation of contracts previously approved at a City Council Meeting.)

Appendix A Master Pay Schedule

1. Resolution No. 2020-31 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Confidential Employees Group
2. Resolution No. 2020-32 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Confidential Management Group
3. Resolution No. 2020-33 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Executive Management Group
4. Resolution No. 2020-34 - A Resolution of the City Council of the City Of Brisbane Concerning Wages for the International Association of Firefighters, Local 2400, AFL-CIO
5. Resolution No. 2020-35 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the General Employees Association
6. Resolution No. 2020-36 - A Resolution of the City Council of the City of Brisbane Regarding the Pay Scale for the Hourly Employees
7. Resolution No. 2020-37 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Mid-Management/Professional Employees Group

8. Resolution No. 2020-38 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Police Chief

9. Resolution No. 2020-39 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Police Commander

10. Resolution No. 2020-40 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Brisbane Police Officers Association

11. Resolution No. 2020-41 - A Resolution of the City Council of the City of Brisbane Adopting Master Pay Schedules for All Employees

8. STAFF REPORTS

K. City Manager's Report on upcoming activities

9. MAYOR/COUNCIL MATTERS

L. Countywide Assignments/Subcommittee Reports

M. City Council Meeting Schedule

N. Written Communications

10. ORAL COMMUNICATIONS NO. 2

11. ADJOURNMENT

B.

File Attachments for Item:

B. Adopt City Council Minutes of March 19, 2020



BRISBANE CITY COUNCIL

ACTION MINUTES

JOINT CITY OF BRISBANE CITY COUNCIL & HOUSING AUTHORITY

MEETING AGENDA

THURSDAY, MARCH 19, 2020

BRISBANE CITY HALL, 50 PARK PLACE, BRISBANE

7:00 P.M. CLOSED SESSION

- A. Approval of the Closed Session Agenda
- B. Public Comment. Members of the public may address the Councilmembers on any item on the closed session agenda
- C. Adjournment into Closed Session
- D. Conference with legal counsel--Anticipated litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (Two potential cases)

7:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Mayor O’Connell called the meeting to order at 7:35 p.m. and led the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Councilmembers Cunningham, Davis (participating via video conference), Lentz, and Mayor O’Connell

Councilmembers absent: Conway

Staff Present: City Manager Holstine, City Clerk Padilla, Director of Administrative Services Schillinger, City Engineer Breault

Staff Participating via Teleconference : Community Development Director Swiecki, Interim City Attorney McMorrow, Legal Counsel Roush, Police Chief Macias, and Communications Manager Cheung

Mayor O’Connell announced that this meeting is compliant with the Governors Executive Order N-25-20 issued on March 4, 2020 allowing for deviation of teleconference rules required by the Brown Act. The purpose

of this is to provide the safest environment for staff, Councilmembers and the public while allowing for public participation. The public may participate by coming to 50 Park Place, Community Meeting Room, or use remote public comment options.

She added, Councilmember Madison Davis will videoconference from her resident and staff members attending the City Council meeting in the Community Meeting Room are practicing social distancing.

REPORT OUT OF CLOSED SESSION

Legal Counsel Roush reported Housing Authority gave direction to the Executive Director regarding 1 San Bruno Ave. He also reported that staff was given direction by Council regarding Closed Session Item D.

ADOPTION OF AGENDA

Mayor O'Connell requested to remove Consent Calendar Item G due to the event being cancelled and to pull Item I for a brief discussion.

CM Cunningham made a motion, seconded by CM Lentz to amend the agenda by removing Consent Calendar Item G and to pull Consent Calendar Item I for a brief discussion. The motion is carried unanimously by all present.

Ayes: Councilmember Cunningham, Davis, Lentz and Mayor O'Connell

Noes: None

Absent: Councilmember Conway

Abstain: None

ORAL COMMUNICATIONS NO. 1

No member of the public wished to speak.

CONSENT CALENDAR

E. Accept Investment Report as of January 2020

F. Approve Construction Contract for Safe Routes to Schools/Green Infrastructure Project (No. 9105)

(It is being recommended to award the construction contract for the Safe Routes to Schools/Green Infrastructure Project in Central Brisbane to Kingdom Pipelines, Inc. in the amount of \$ 625,576, and authorize the Mayor to sign the Agreement on behalf of the City.)

G. Approve the San Bruno Mountain Watch conference as a co-sponsored event.

(This item was removed from the agenda due to the event being cancelled.)

- H. Adopt HA Resolution No. 2020-01 declaring that one property owned by the Housing Authority, a vacant 4.2 acre site in the Brisbane Acres, as surplus land and another property, a condominium located at 1 San Bruno Avenue, as exempt surplus land**
- J. Adopt Resolution No. 2020-20 to confirm and ratify the City Manager's/Director of Emergency Services' Proclamation of the Existence of a Local Emergency**

CM Cunningham made a motion, seconded by CM Lentz to approve Consent Calendar Items E, F, H, and J. The motion is carried unanimously by all present.

Ayes: Councilmember Cunningham, Davis, Lentz and Mayor O'Connell

Noes: None

Absent: Councilmember Conway

Abstain: None

- I. Adopt Urgency Ordinance No. 651 to allow for immediate implementation of previously adopted 2019 California Building Code and 2019 Residential Code appendices.**
(If adopted, Urgency Ordinance No. 651 will affirm Ordinance No. 643 and make certain findings in connection with the adoption of the 2019 California Residential Code and 2019 California Building Code Appendices into Brisbane Municipal Code Section 15.04.040)

After some questions of City Manager Holstine and Community Development Director Swiecki, CM Cunningham made a motion, seconded by CM Lentz to approve Consent Calendar Items I. The motion is carried unanimously by all present.

Ayes: Councilmember Cunningham, Davis, Lentz and Mayor O'Connell

Noes: None

Absent: Councilmember Conway

Abstain: None

STAFF REPORTS

K. City Manager's Report on upcoming activities

City Manager Holstine presented on the latest information on Covid-19 and the County Health Department's order to shelter in place and upcoming City activities. Interim City Attorney McMorro provided a report on State activities.

After questions of staff, CM Lentz and CM Davis volunteered to be representatives of the Covid-19 Ad Hoc Subcommittee.

MAYOR/COUNCIL MATTERS

L. Countywide Assignments/Subcommittee Reports

Councilmembers reported on their activities in the following assignments:

- County Electeds and County Managers regular daily conference calls about the Covid-19 response
- Peninsula Traffic Congestion Relief Alliance

M. City Council Meeting Schedule

The City Manager will communicate with the Mayor about the City Council meeting schedule.

N. Written Communications

Councilmembers received the following written communication:

- Sherry Goodwin (3/7/20) Please Distribute to City Council
- Lara Williams (3/1/20) WWF Earth Hour 2020- Brisbane CA
- C. John Skeer (3/12/20 and 3/13/20) Short Term Rentals
- Kathy Wall (3/18/20) Non Essential Business Currently Open
- Marcie Aronow (3/18/20) Please help our town
- Alexander Melendrez, Housing Leadership Council of San Mateo County (3/19/20) HLC- Support Eviction & Foreclosure Moratorium in Brisbane
- Angela Bhojwani, DNATA (3/19/20) Warn Notice: DNATA US Inflight Catering Brisbane

ORAL COMMUNICATIONS NO. 2

No members of the public wished to speak.

ADJOURNMENT

CM Lentz made a motion, seconded by CM Cunningham to adjourn the meeting. Mayor O'Connell adjourned the meeting at 8:50 p.m.

Ingrid Padilla, City Clerk

C.

File Attachments for Item:

C. Adopt City Council Minutes of April 16, 2020



BRISBANE CITY COUNCIL**ACTION MINUTES**

CITY OF BRISBANE CITY COUNCIL**MEETING AGENDA****THURSDAY, APRIL 16, 2020***VIRTUAL MEETING***7:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE**

Mayor O'Connell announced that this council meeting is compliant with the Governors Executive Order N-29-20 issued on March 17, 2020 allowing for deviation of teleconference rules required by the Brown Act. The purpose of this is to provide the safest environment for staff, Councilmembers and the public while allowing for public participation. She added that the public may address the council using exclusively remote public comment options.

Mayor O'Connell called the meeting to order at 7:32 p.m. and led the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Councilmembers Conway, Cunningham, Davis, Lentz, and Mayor O'Connell

Councilmembers absent: None

Staff Present: City Manager Holstine, City Clerk Padilla, Interim City Attorney McMorrow, Legal Counsel Clay, Director of Administrative Services Schillinger, City Engineer Breault, Community Development Director Swiecki, Recreation Manager Leek, and Police Commander Garcia.

ADOPTION OF AGENDA

CM Cunningham made a motion, seconded by CM Conway to adopt the agenda as it stands. The motion is carried unanimously by all present.

Ayes: Councilmember Conway, Cunningham, Davis, Lentz and Mayor O'Connell

Noes: None

Abstain: None

ORAL COMMUNICATIONS NO. 1

City Clerk Padilla read correspondences into the record from Beth Grossman regarding the water main in the Community Garden and Chris Chance regarding the California Department of Transportation's Memo on the US 101 Alemany Project.

CONSENT CALENDAR

- A. Adopt City Council Minutes of March 5, 2020**
- B. Accept Investment Report as of February 2020**
- D. Authorize publication of the Notice Inviting Bids for 2020 Slurry Seal Project (Project No. 920E)**
- E. Adopt Resolution No. 2020-22, adopting the 2021 Slurry Seal of Various City Streets project as the intended use of the City's estimated FY 2020-21 Road Maintenance and Rehabilitation Account funding**

(This item fulfills a requirement of the California Transportation Commission to identify by May 1st the specific roadways to be maintained with the next year's funds)

- F. Adopt Resolution No. 2020-21 to Authorize staff to submit a Local Early Action Planning (LEAP) Grant Application**

(The grant application is requesting \$65,000 from the state for preparation and adoption of planning documents and/or process improvements that would accelerate housing production and facilitate compliance with the sixth cycle of the regional housing needs assessment (RHNA))

- G. Adopt Resolution No. 2020-09 approving Memorandum of Understanding for International Association of Firefighters, Local 2400, AFL-CIO**

Consent Calendar Item C was pulled for further discussion.

CM Lentz made a motion, seconded by CM Conway to approved Consent Calendar Items A, B, D-G. The motion was carried unanimously by all present.

Ayes: Councilmember Conway, Cunningham, Davis, Lentz and Mayor O'Connell

Noes: None

Abstain: None

C. Award the contract for the master planning of Crocker Trail to RRM Design Group, in the amount of \$99,897

City Clerk Padilla read the staff report and read the correspondence from Dana Dillworth into the record. Ms. Dillworth asked for more community input on the Crocker Trail master planning contract.

Recreation Manager Leek responded that the contract's outcome is to establish a masterplan vision of Crocker Trail with community input.

After some discussion and questions with Recreation Manager Leek, CM Davis made a motion, seconded by CM Cunningham, to approve Consent Calendar C. The motion was carried unanimously by all present.

Ayes: Councilmember Conway, Cunningham, Davis, Lentz and Mayor O'Connell

Noes: None

Abstain: None

STAFF REPORTS

H. City Manager's Report on upcoming activities

City Manager Holstine reported on the latest information on COVID-19 from the County and city activities for the upcoming weeks.

MAYOR/COUNCIL MATTERS

I. City County Association of Governments (C/CAG) Representative

After a brief discussion, CM Conway made a motion, seconded by CM Davis, to appoint CM Lentz as the City County Association of Governments (C/CAG) Representative and CM Cunningham as the alternate representative. The motion carried unanimously by all present.

J. Countywide Assignments/Subcommittee Reports

Interim City Attorney McMorro and Legal Counsel Clay provided a brief legislative report about the State's activities.

Councilmembers reported their activities from the following assignments:

- Peninsula Traffic Congestion Relief Alliance
- Peninsula Clean Energy JPA
- Covid-19 Ad hoc Subcommittee

K. City Council Meeting Schedule and Commission/Committee Recruitment Update

City Clerk Padilla that the Commission and Committee Recruitment ended on April 2, 2020. Mayor O'Connell directed City Clerk Padilla to postpone Commission/Committee interviews for as long as the shelter in place is in order and that the commissions and committees are not meeting.

The City Council Meeting of May 7, 2020 was cancelled by the council. The next City Council Meeting is scheduled for May 21, 2020.

L. Written Communications

Councilmembers received the following written communication:

- Nicholas E. Lucarell (4/3/20) COVID-19- Serta Simmons is here to help
- Jefferson Union High School (4/7/20) Updated school closure notice going to staff , parents, and students
- Shiloh Ballard (4/10/20) Silicon Valley Bicycle Coalition safe street recommendations
- Jefferson Union High School (4/10/20) JUHSD Superintendent Update to Families and Students
- Dana Dillworth (4/10/20) Consent Calendar Item C- Masterplan Crocker Trail Park
- Beth Grossman (4/13/20) Water Main in the Community Garden
- Chris Chance (4/15/20) Memo US 101 Alemany Project

ORAL COMMUNICATIONS NO. 2

Prem Lall sent an email that was read into the record by City Clerk Padilla. Mr. Lall advocated that the Baylands is a vast open space which can be used for a mix of solar arrays, wind turbines, and battery storage.

ADJOURNMENT

Mayor O'Connell thanked City staff and essential workers for going above and beyond during the COVID-19 pandemic.

CM Davis made a motion, seconded by CM Lentz to adjourn the meeting. Mayor O'Connell adjourned the meeting at 8:21 p.m.

Ingrid Padilla, City Clerk

D.

File Attachments for Item:

D. Accept Investment Report as of March 2020

CITY OF BRISBANE
CASH BALANCES & INVESTMENTS
SOURCE OF FUNDING
March 31, 2020

NAME OF DEPOSITORY	INVESTMENT TYPE	DATE OF INVESTMENT	FACE VALUE OF INVESTMENT	CARRY VALUE OF INVESTMENT	MARKET VALUE OF INVESTMENT	COUPON INTEREST RATE %	MATURITY DATE	RATING/ COLLATERAL
WELLS FARGO	Checking A/C		\$ 3,131,400	\$ 3,131,400	\$ 3,131,400	0.000		
STATE FUND (LAIF)	Deposit on call	continuous	\$ 10,875,129	\$ 10,875,129	\$ 10,875,129	1.900	on call	no rating
Other Investments								
	FHLM	8/10/2016	\$ 500,000	\$ 500,000	\$ 500,465	1.450	8/10/2020	
	FFCB	8/24/2016	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	1.320	8/24/2020	
	FHLM	8/25/2016	\$ 500,000	\$ 500,000	\$ 501,155	1.500	8/25/2020	
	Capital One Bank CD	10/15/2015	\$ 250,000	\$ 250,000	\$ 251,463	2.200	10/21/2020	
	Discover Bank CD	10/15/2015	\$ 250,000	\$ 250,000	\$ 251,463	2.200	10/21/2020	
	FHLM	8/25/2016	\$ 1,000,000	\$ 1,000,000	\$ 1,002,040	1.500	2/25/2021	
	FNMA	7/27/2016	\$ 500,000	\$ 500,000	\$ 500,420	1.500	7/27/2021	
	FNMA	7/28/2016	\$ 1,000,000	\$ 1,000,000	\$ 1,000,870	1.520	7/28/2021	
	Capital One National Association	11/23/2016	\$ 250,000	\$ 250,000	\$ 255,409	2.000	11/23/2021	
	Wells Fargo	11/30/2016	\$ 250,000	\$ 250,000	\$ 255,481	2.000	11/30/2021	
	Sallie Mae Bank	5/9/2019	\$ 245,000	\$ 245,000	\$ 255,769	2.550	5/9/2022	
	Morgan Stanley	6/6/2019	\$ 245,000	\$ 245,000	\$ 256,176	2.560	6/6/2022	
	Comenity Capital Bank	4/28/2019	\$ 248,000	\$ 248,000	\$ 264,890	2.650	4/28/2023	
	Morgan Stanley	5/2/2019	\$ 245,000	\$ 245,000	\$ 261,712	2.650	5/2/2023	
	Goldman Sachs	5/1/2019	\$ 246,000	\$ 246,000	\$ 268,918	2.650	5/1/2024	
	FFCB	11/27/2019	\$ 1,000,000	\$ 1,000,000	\$ 1,008,930	1.890	11/27/2024	
	FHLB	12/19/2019	\$ 1,000,000	\$ 1,000,000	\$ 1,002,850	2.000	12/19/2024	
BNY Mellon	Treasury Obligations	continuous	\$ 5,787,079	\$ 5,787,079	\$ 5,787,079	0.010	on call	110% collateral
Sub-total			\$ 14,516,079	\$ 14,516,079	\$ 14,625,090			
U.S. Bank	2014 BGPGA Bond (330)	Improvements	Fed Treas Obl		10031			
		Reserve Fund	Fed Treas Obl	\$ 1	10032			
		Revenue Fund	Fed Treas Obl	\$ -	10034			
		Expense Fund	Fed Treas Obl		10035			
		Principal	Fed Treas Obl	\$ 220,000	10036			
		Interest Fund	Fed Treas Obl	\$ 79,590	10037			
BNY Mellon	2006 Pension Bonds (340)	Expense Fund	Fed Treas Obl	\$ 17	10035			
U.S. Bank	2015 Utility Capital (545)	Improvements	Fed Treas Obl	\$ 2,349,870	10031			
		Reserve	Fed Treas Obl	\$ 35	10032			
		Expense Fund	Fed Treas Obl	\$ 0	10035			
BNY Mellon	2013 NER Refinance (796)		Fed Treas Obl		10030			
		Improvements	Fed Treas Obl		10031			
		Reserve	Fed Treas Obl	\$ 260,284	10032			
		Redemption	Fed Treas Obl		10035			
		Debt Service	Fed Treas Obl	\$ -	10036			
PARS	OPEB Trust	Trust Cash	Investments	\$ 2,557,602	13050			
PARS	Retirement Trust	Trust Cash	Investments	\$ 1,032,085	13050			
Sub-total	Cash with Fiscal Agents			\$ 6,499,484				
Total other investments			\$ 14,516,079	\$ 21,015,563	\$ 14,625,090			
TOTAL INVESTMENTS & CASH BALANCES			\$ 28,522,608	\$ 35,022,093	\$ 28,631,620			

Outstanding Loans to Department Heads

	Date of loan	Amount	Amount Remaining	Interest Rate
Stuart Schillinger	4/1/2002	318,750	\$ 318,750	Based on Sales Price
Clay Holstine (1)	7/8/2008	300,000	\$ -	Paid off 12/28/2016
Clay Holstine (2)	9/10/2008	200,000	\$ 200,000	Secured by other funds
Randy Breault	10/22/2001	320,000	\$ 62,890	3.34%

FFCB - Federal Farm Credit Bank
FHLB - Federal Home Loan Bank
FHLM - Federal Home Loan Mortgage Corporation
FNMA -Federal National Mortgage Association

Two year Treasury	0.25%	
Weighted Interest	1.28%	
Weighted maturity	0.78	Years

TREASURER'S CERTIFICATE

These are all the securities in which the city funds including all trust funds and oversight agencies funds are invested and that (excluding approved deferred compensation plans) and that all these investments are in securities as permitted by adopted city policy.

It is also certified that enough liquid resources (including maturities and anticipated revenues) are available to meet the next six months' cash flow.

Stuart Schillinger
CITY TREASURER

File Attachments for Item:

E. Approve Plans and Specifications and Authorize publication of the Notice Inviting Bids for the Guadalupe Canyon Parkway Safety Improvements (Project No. 920D)



CITY COUNCIL AGENDA REPORT

Meeting Date: May 21, 2020

From: Karen Kinser, Deputy Director of Public Works

Subject: Guadalupe Canyon Parkway Safety Improvements Project
(Project No. 920D)

Community Goal/Result

Safe Community

Purpose

Enhance safety for motorists and cyclists on Guadalupe Canyon Parkway in Brisbane.

Recommendation

1. Authorize publication of the Notice Inviting Bids for Guadalupe Canyon Parkway Safety Improvements Project (Project No. 920D).
2. Authorize the Mayor to sign the Agreement on the city's behalf with the low, responsive and responsible bidder, on the condition that the low, responsive and responsible bid price is less than or equal to the engineer's estimate plus a reasonable variance.

Background

Guadalupe Canyon Pkwy is a four-lane, 50-mph arterial road whose location in Brisbane extends from Bayshore Blvd in the east to the city limit 500 ft. west of Carter St. There have been numerous injury crashes in the last few years, including a cyclist-involved collision that resulted in severe injuries. Staff identified an increased risk of road departure crashes due to high, uninterrupted vehicle speeds combined with hilly topography and limited nighttime visibility. Additionally, the lack of separation between bi-directional traffic other than the existing strip of raised centerline pavement markers increases the risk for serious head-on collisions.

In 2018, staff applied for and was successful in obtaining federal grant funding through the federal Highway Safety Improvement Program (HSIP). Funded improvements will include edgeline and centerline rumble stripes (painted line on top of rumble strip), a wider painted median, Class II bike lanes, and upgrade of the existing flashing beacons to flashing LED warning signs.

During some portions of the construction, traffic lanes will be closed. Working hours will be between 8 a.m. and 5 p.m. Inconveniences to motorists, cyclists and pedestrians will be minimal and will be managed with a traffic control plan.

For California Environmental Quality Act (CEQA) compliance, the project was determined to be Categorical Exempt, and a Notice of Exemption was prepared on March 31, 2020. No further action on this environmental determination is required by Council.

Fiscal Impact

Funds are programmed as follows for this project:

Measure A Sales Tax and State Gas Tax	\$12,026
Highway Safety Improvement Program (HSIP)	\$108,234

The engineer's estimate for this project is \$120,260, including contingencies.


Staffing shortages and construction delays caused by COVID-19 resulted in delay of releasing this project to bid. That delay has pushed final receipt and review of contractors' bids into the summer period when Council will not be meeting. Staff has therefore requested that in addition to approving the Notice Inviting Bids, Council also approve the Mayor signing an agreement with the low, responsive, responsible bidder as long as the contract amount is less than or equal to the engineer's estimate plus a reasonable variance. While we anticipate receiving favorable bids due to contractors experiencing a shortage of backlogged work, it is reasonable for estimates to vary plus or minus 15%. Assuming the contract is executed during summer recess, the matter will be brought back to Council in September for ratification.

Measure of Success

Opening of the project to competitive bids that will enable the City to select a qualified contractor for the construction work.

Attachments

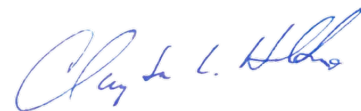
1. Guadalupe Canyon Parkway Safety Improvements Project contract documents



Karen Kinser, Deputy Director of Public Works



Randy Breault, Director of Public Works/City Engineer



Clay Holstine, City Manager

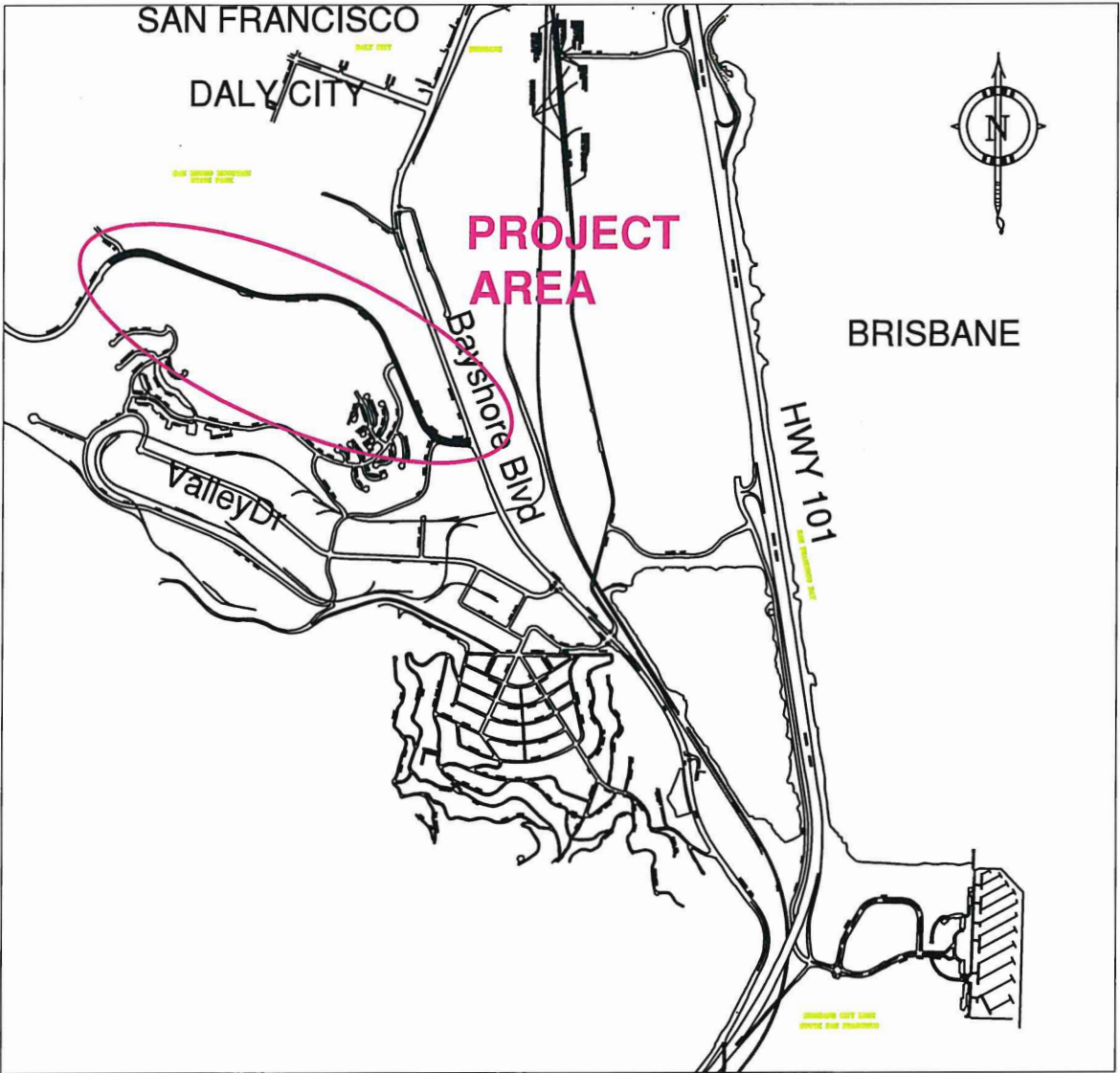
DEPARTMENT OF PUBLIC WORKS
CITY OF BRISBANE
GUADALUPE CANYON PARKWAY
SAFETY IMPROVEMENTS PROJECT

PROJECT NO. 920D FEDERAL PROJECT NO. HSIPL-5376(015)

TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS - DATED 2018

SHEET INDEX

SHEET	SHEET TITLE
1	TITLE SHEET
2	PLAN
SIGNING/STRIPING PLANS	
3	GCP WEST OF CARTER ST
4	GCP EAST OF CARTER ST
5	GCP BETWEEN CARTER ST AND MISSION BLUE DR
6	GCP 1500' WEST OF MISSION BLUE DR
7	GCP NORTH OF MISSION BLUE DR
8	GCP SOUTH OF MISSION BLUE DR
9	GCP WEST OF NORTH HILL DR
10	GCP BETWEEN NORTH HILL DR AND BAYSHORE BLVD
11-12	DETAILS



CITY COUNCIL

Mayor: Terry O' Connell
Mayor Pro Tempore: Karen Cunningham
Council Member: W. Clarke Conway
Council Member: Madison Davis
Council Member: Clifford R. Lentz

City Manager: Clayton L. Holstine
City Engineer: Randy L. Breault



6		
5		
4		
3		
2		
1		
REVISIONS		DATE

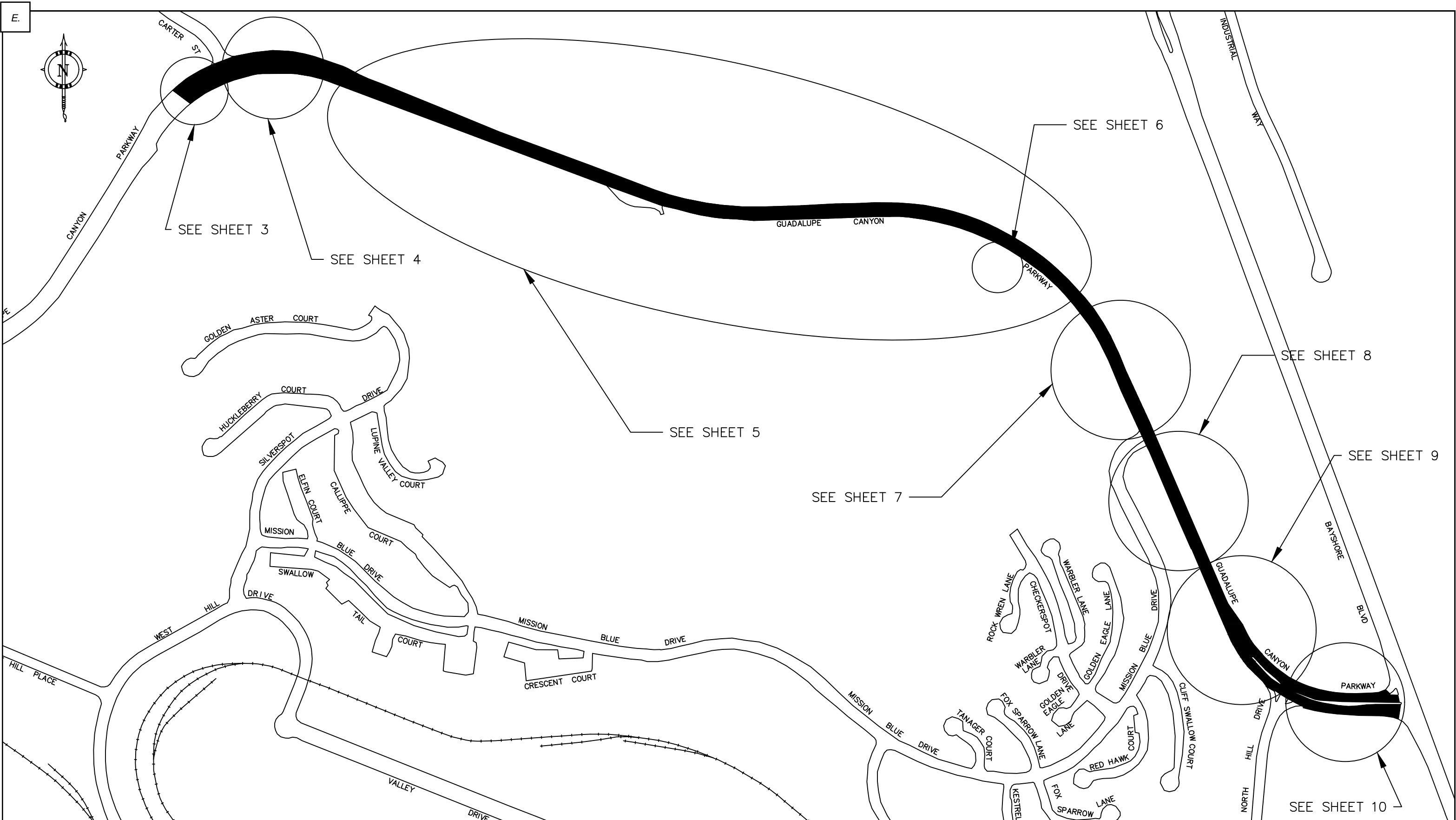
PRIVATE DEVELOPMENT _____
STREETS AND TRAFFIC (SEWER SERVICES) _____
STREETS AND TRAFFIC (TRAFFIC OPERATIONS) _____
PARKS AND RECREATION _____

TRANSPORTATION _____
SANITARY _____
STORM _____
ELECTRICAL _____
CONSTRUCTION _____
SURVEYS _____



DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA

DRAWN BY: JY
CHECKED BY: KK
PROJ. ENGR.: KAREN KINSER
DATE: DEC. 18, 2019
SCALE: NOT DRAWN TO SCALE
SHEET NO: 1 OF 12 SHEETS
MR RANDY L. BREAUT
DIRECTOR OF PUBLIC WORKS
R. L. Breault
FILE NO.



PLAN


GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT

BRISBANE CALIFORNIA

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REVISIONS		DATE

PRIVATE DEVELOPMENT	_____
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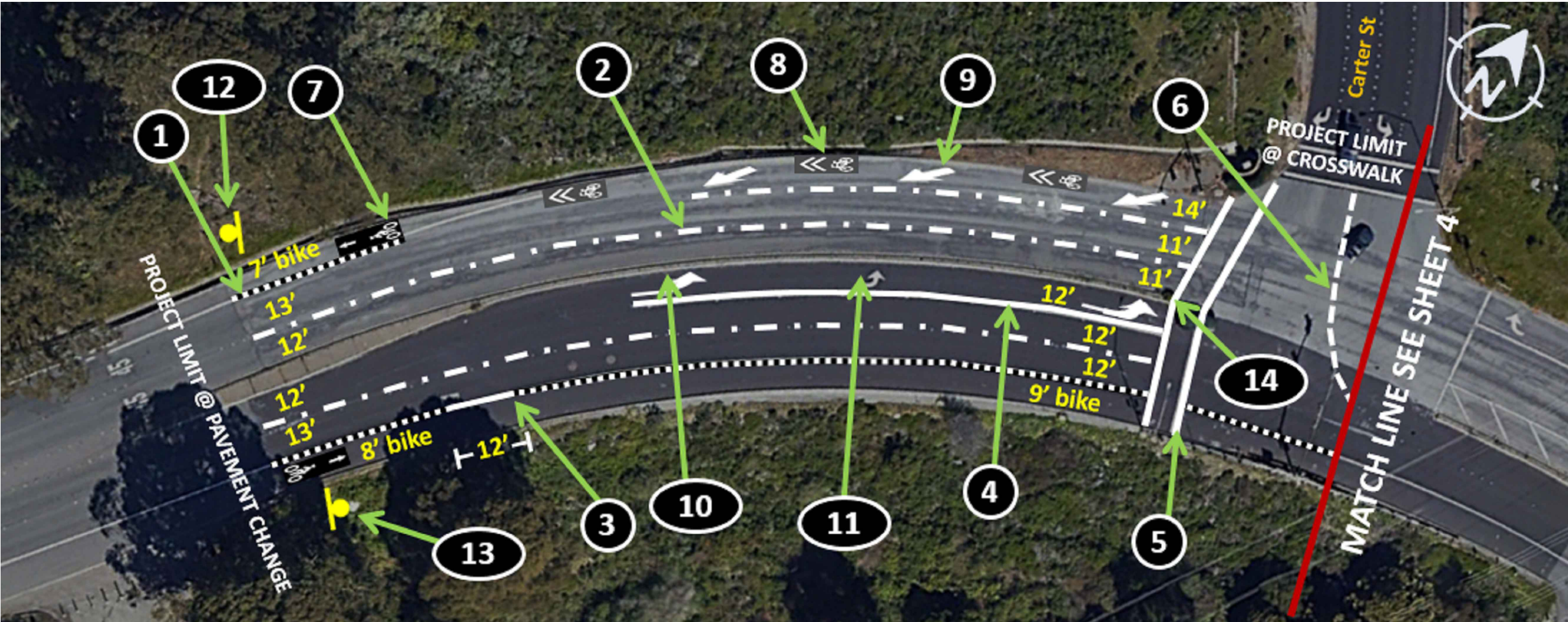


DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA

DRAWN BY: JY
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PROJ. ENGR.: KAREN KINSEY
DATE: DEC. 18, 2019
SCALE: NOT DRAWN TO SCALE
SHEET NO.: 2 OF 12 SHEETS

MR RANDY L BREAUULT
DIRECTOR OF PUBLIC WORKS

FILE NO.



CONSTRUCTION NOTES

- 1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (490 LF)
- 2. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (870 LF)
- 3. Leave 12' gap in rumble strip adjacent to left turn lane taper. Edgeline and bike lane stripes shall continue.
- 4. Install 8" line and markers per Detail 38 on Caltrans Std. Plan A20D. (200 LF)
- 5. Install 12" crosswalk lines. (190 LF)
- 6. Install 6" lane line extension through intersection per Detail 40 on Caltrans Std. Plan A20D. (75 LF)
- 7. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (2 EA, 21 SF)
- 8. Install shared roadway bicycle marking (sharrow) per Caltrans Std. Plan A24C. (3 EA, 34.5 SF)
- 9. Install Type VI arrow per Caltrans Std. Plan A24A. (3 EA, 126 SF)
- 10. Install Type III arrow per Caltrans Std. Plan A24B. (2 EA, 84 SF)
- 11. Remove and do not replace middle arrow.
- 12. Install sign assembly – 24"x18" R3-17 sign and 24"x8" R3-17bP plaque on breakaway pole. (1 EA)
- 13. Install sign assembly – 24"x18" R3-17 sign on breakaway pole. (1 EA)
- 14. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)

STRIPING/SIGNING – GCP WEST OF CARTER ST
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT

BRISBANE

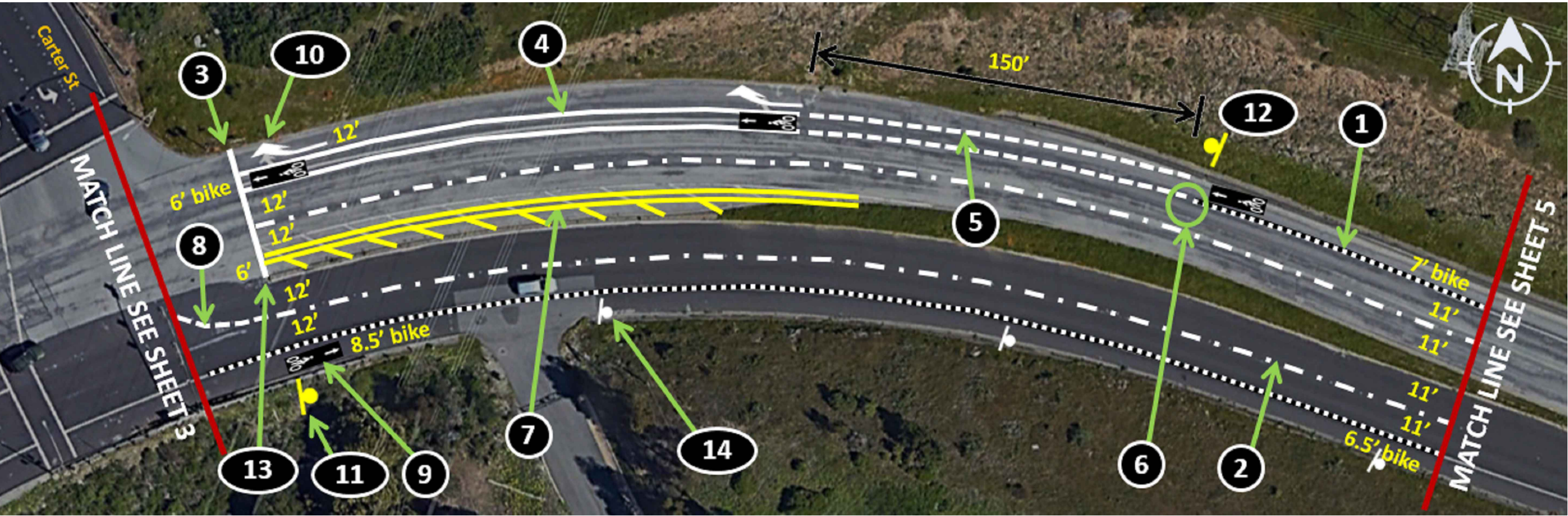
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(TRAFFIC OPERATIONS)		CONSTRUCTION	
PARKS AND RECREATION		SURVEYS	



DEPARTMENT OF PUBLIC WORKS BRISBANE, CALIFORNIA			
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CHECKED BY: KK			
PROJ. ENGR.: KAREN KINSER			
DATE: JAN. 21, 2020			
SCALE: NOT DRAWN TO SCALE			
SHEET NO: 3 OF 12 SHEETS	FILE NO.		



CONSTRUCTION NOTES

- 1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (585 LF)
- 2. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (940 LF)
- 3. Install 12" limit line. (50 LF)
- 4. Install set of two 6" bike lane lines between right turn lane and through lane. (430 LF)
- 5. Install set of two 6" bike lane intersection lines at right turn lane opening per Detail 39A on Caltrans Std. Plan A20D. (300 LF)
- 6. Install rumble stripe transition taper per Detail A on sheet 11.
- 7. Install median crosshatch stripes. Median stripes shall consist of double yellow left edgeline per Detail 27 on Caltrans Std. Plan A20B and approx. nine 12" diagonal crosshatch lines spaced 20' apart. (255 LF for edgeline, 90 LF for crosshatch lines)
- 8. Install lane line extension through intersection per Detail 40 on Caltrans Std. Plan A20D. (40 LF)
- 9. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (4 EA, 42 SF)
- 10. Install Type III arrow per Caltrans Std. Plan A24B. (2 EA, 84 SF)
- 11. Install sign assembly – 24"x18" R3-17 sign on breakaway pole. (1 EA)
- 12. Install sign assembly – 36"x30" R4-4 sign on breakaway pole. (1 EA)
- 13. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)
- 14. Install white surface-mounted Class 1 flexible delineator post at edge of pavement on eastbound side. Delineator posts shall be placed only where a drainage ditch or chain-link fence is present adjacent to the roadway and shall be spaced at intervals of no more than 150'. (3 EA)

STRIPING/SIGNING – GCP EAST OF CARTER ST
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT

BRISBANE

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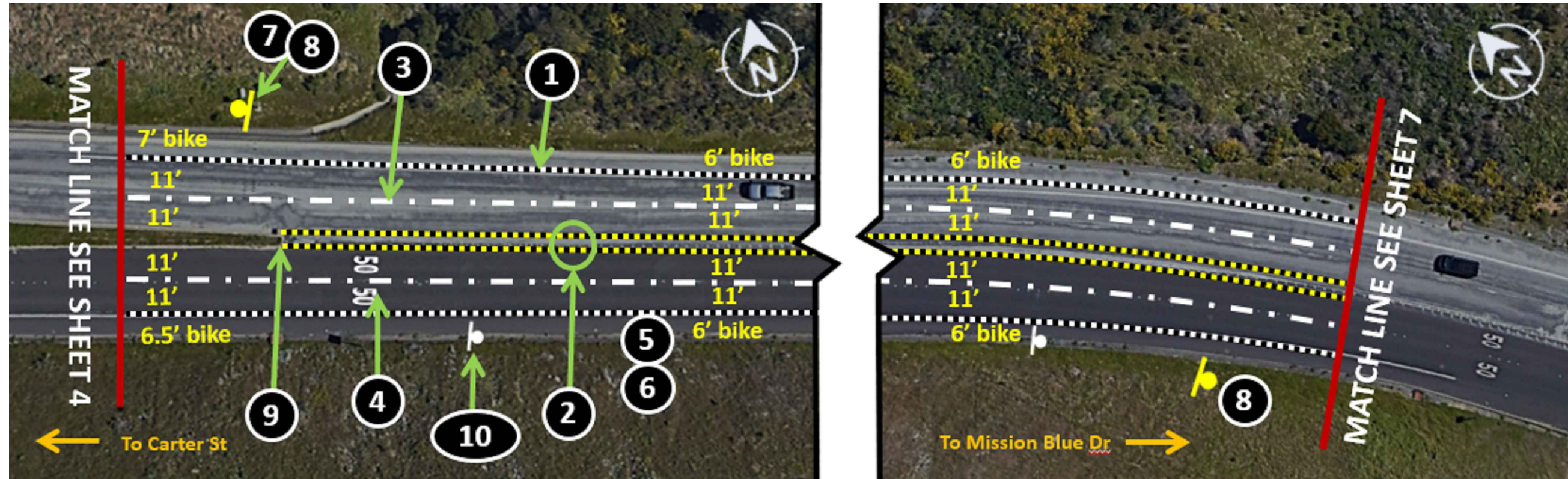
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(TRAFFIC OPERATIONS)
PARKS AND RECREATION

TRANSPORTATION
SANITARY
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CONSTRUCTION
SURVEYS



DEPARTMENT OF PUBLIC WORKS BRISBANE, CALIFORNIA	
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CHECKED BY: KK	
PROJ. ENGR.: KAREN KINSER	
DATE: JAN. 21, 2020	
SCALE: NOT DRAWN TO SCALE	FILE NO.
SHEET NO: 4 OF 12 SHEETS	



CONSTRUCTION NOTES

1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (3190 LF)
2. Install median rumble stripes per Detail D on sheet 12. (6380 LF)
3. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (6380 LF)
4. Install "50" numeral pavement markings per Caltrans Std. Plan A24C. (2 EA, 36 SF)
5. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. Markings shall be placed at intervals of no greater than 750' on both sides of roadway, with measurement beginning on Carter St and Mission Blue Dr. Exact marking locations are within break line on plan and are not shown. (8 EA, 84 SF)
6. Install sign assembly – 24"x18" R3-17 sign on breakaway pole adjacent to bike lane pavement marking at intervals of 750'. Exact sign locations are within break line and are not shown on plan. (8 EA)
7. Remove existing flashing beacon assembly. (1 EA)
8. Install sign assembly – 30"x30" W3-3 solar-powered LED flashing warning sign on breakaway pole. Sign in westbound direction shall be placed at location of existing flashing beacon. Sign in eastbound direction shall be placed 500' in advance of Mission Blue Dr. (2 EA)
9. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)
10. Install white surface-mounted Class 1 flexible delineator post at edge of pavement on eastbound side. Delineator posts shall be placed only where a drainage ditch or chain-link fence is present adjacent to the roadway and shall be spaced at intervals of no more than 150'. (19 EA)

STRIPING/SIGNING – GCP B/W CARTER AND MISSION BLUE
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT

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DEPARTMENT OF PUBLIC WORKS BRISBANE, CALIFORNIA

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 CHECKED BY: KK DIRECTOR OF PUBLIC WORKS
 PROJ. ENGR.: KAREN KINSER
 DATE: JAN. 21, 2020
 SCALE: NOT DRAWN TO SCALE FILE NO.
 SHEET NO: 5 OF 12 SHEETS



CONSTRUCTION NOTES

- 1. Remove existing flashing beacon assembly 1500' west of Mission Blue Dr. (1 EA)

SIGNING – GCP 1500’ WEST OF MISSION BLUE DR
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT

BRISBANE

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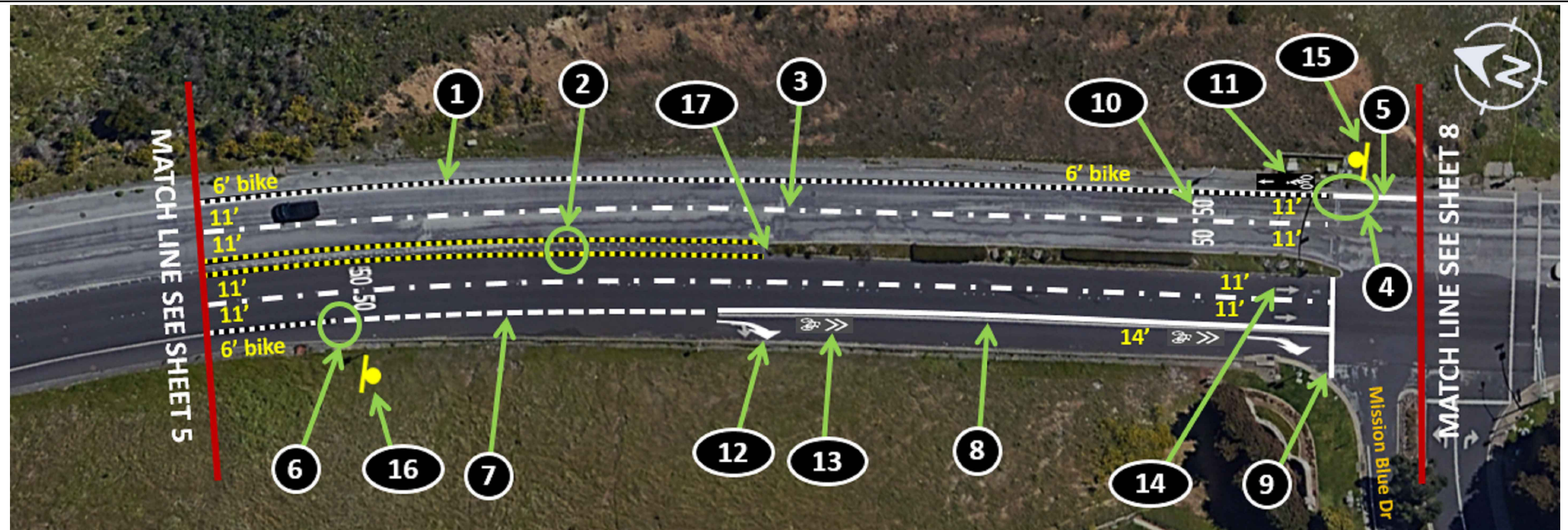
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DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA

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CHECKED BY: KK	DIRECTOR OF PUBLIC WORKS
PROJ. ENGR.: KAREN KINSER	
DATE: JAN. 21, 2020	
SCALE: NOT DRAWN TO SCALE	FILE NO.
SHEET NO: 6 OF 12 SHEETS	



CONSTRUCTION NOTES

1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (520 LF)
2. Install median rumble stripes per Detail D on sheet 12. (450 LF)
3. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (920 LF)
4. Install 6" edgeline taper as part of rumble stripe transition per Detail C on sheet 11. (50 LF)
5. Install 6" bike lane line. (50 LF)
6. Install rumble stripe transition taper per Detail A on sheet 11.
7. Install 6" bike lane intersection line at right turn lane opening per Detail 39A on Caltrans Std. Plan A20D. (150 LF)
8. Install 8" line and markers per Detail 38 on Caltrans Std. Plan A20D. (255 LF)
9. Install 12" limit line. (40 LF)
10. Install "50" numeral pavement markings per Caltrans Std. Plan A24C. (4 EA, 72 SF)
11. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (1 EA, 10.5 SF)
12. Install Type III arrow per Caltrans Std. Plan A24B. (2 EA, 84 SF)
13. Install shared roadway bicycle marking (sharrow) per Caltrans Std. Plan A24C. (2 EA, 23 SF)
14. Remove and do not replace through arrows.
15. Install 24"x18" R3-17 sign on existing traffic signal pole below signal head. (1 EA)
16. Install sign assembly – 36"x30" R4-4 sign on breakaway pole. (1 EA)
17. Install Type P(CA) (OM-3L) object marker on both noses of median. (2 EA)

STRIPING/SIGNING – GCP NORTH OF MISSION BLUE DR GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT

BRISBANE

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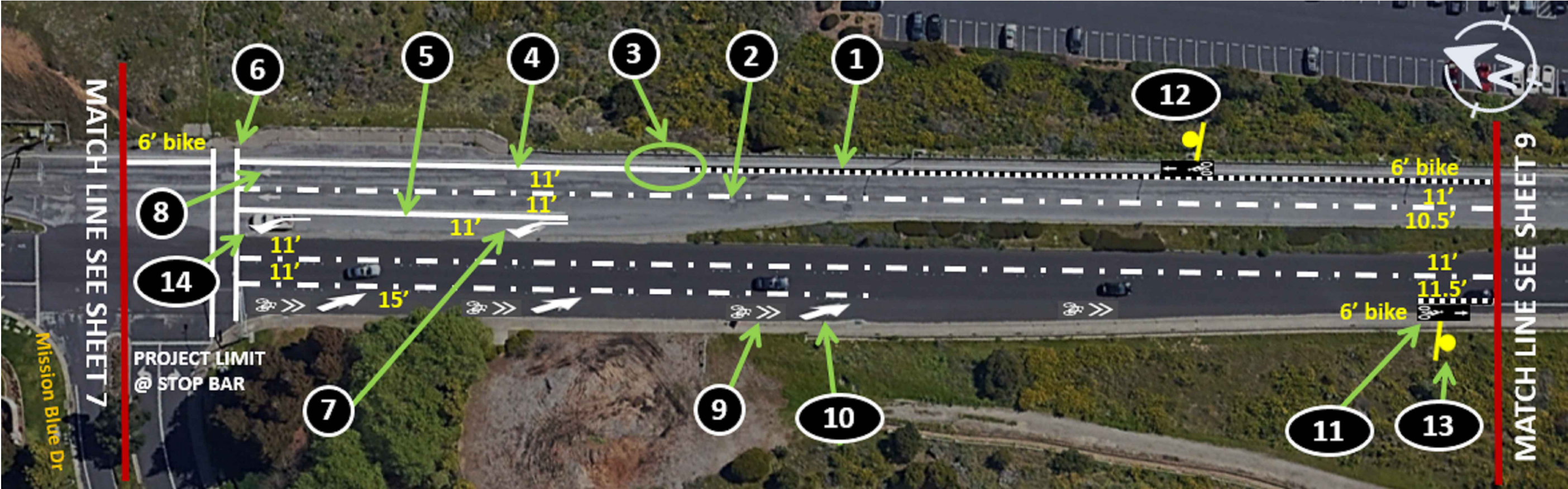


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PROJ. ENGR.: KAREN KINSER
DATE: JAN. 21, 2020
SCALE: NOT DRAWN TO SCALE
SHEET NO: 7 OF 12 SHEETS

MR RANDY L BREULT
DIRECTOR OF PUBLIC WORKS

FILE NO.



CONSTRUCTION NOTES

- 1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (255 LF)
- 2. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (1140 LF)
- 3. Install 6" edgeline taper as part of rumble stripe transition per Detail B on sheet 11.
- 4. Install 6" bike lane line. (235 LF)
- 5. Install 8" line and markers per Detail 38 on Caltrans Std. Plan A20D. (150 LF)
- 6. Install 12" crosswalk lines. (160 LF)
- 7. Install Type III arrow per Caltrans Std. Plan A24B. (2 EA, 84 SF)
- 8. Remove and do not replace through arrows.
- 9. Install shared roadway bicycle marking (sharrow) per Caltrans Std. Plan A24C. (4 EA, 46 SF)
- 10. Install Type VI arrow per Caltrans Std. Plan A24A. (3 EA, 126 SF)
- 11. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (2 EA, 21 SF)
- 12. Install 24"x18" R3-17 sign on existing light pole. (1 EA)
- 13. Install sign assembly – 24"x18" R3-17 sign on breakaway pole. (1 EA)
- 14. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)

STRIPING/SIGNING – GCP SOUTH OF MISSION BLUE DR
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT

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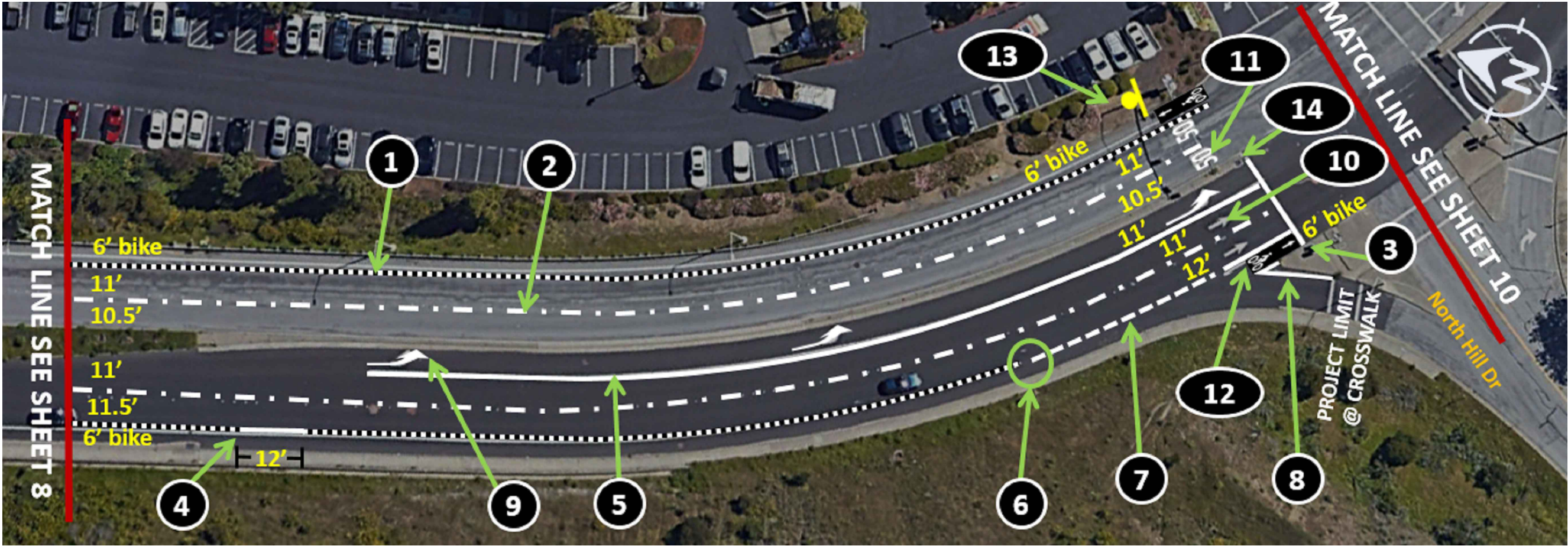


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BRISBANE, CALIFORNIA

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DATE: JAN. 21, 2020
SCALE: NOT DRAWN TO SCALE
SHEET NO: 8 OF 12 SHEETS

MR RANDY L BREAU
DIRECTOR OF PUBLIC WORKS

FILE NO.



CONSTRUCTION NOTES

- 1. Install edgeline rumble stripe and bike lane line per Detail E on sheet 12. (785 LF)
- 2. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (895 LF)
- 3. Install 12" limit line. (40 LF)
- 4. Leave 12' gap in rumble strip adjacent to left turn lane taper. Edgeline and bike lane stripes shall continue.
- 5. Install 8" line and markers per Detail 38 on Caltrans Std. Plan A20D. (350 LF)
- 6. Install rumble stripe transition taper per Detail A on sheet 11.
- 7. Install 6" bike lane intersection line at right turn lane opening per Detail 39A on Caltrans Std. Plan A20D. (80 LF)
- 8. Install 6" bike lane line and 8" edgeline along edge of concrete island. (55 LF)
- 9. Install Type III arrow per Caltrans Std. Plan A24B. (3 EA, 126 SF)
- 10. Remove and do not replace through arrows.
- 11. Install "50" numeral pavement markings per Caltrans Std. Plan A24C. (2 EA, 36 SF)
- 12. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (2 EA, 21 SF)
- 13. Install sign assembly – 24"x18" R3-17 sign on breakaway pole. (1 EA)
- 14. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)

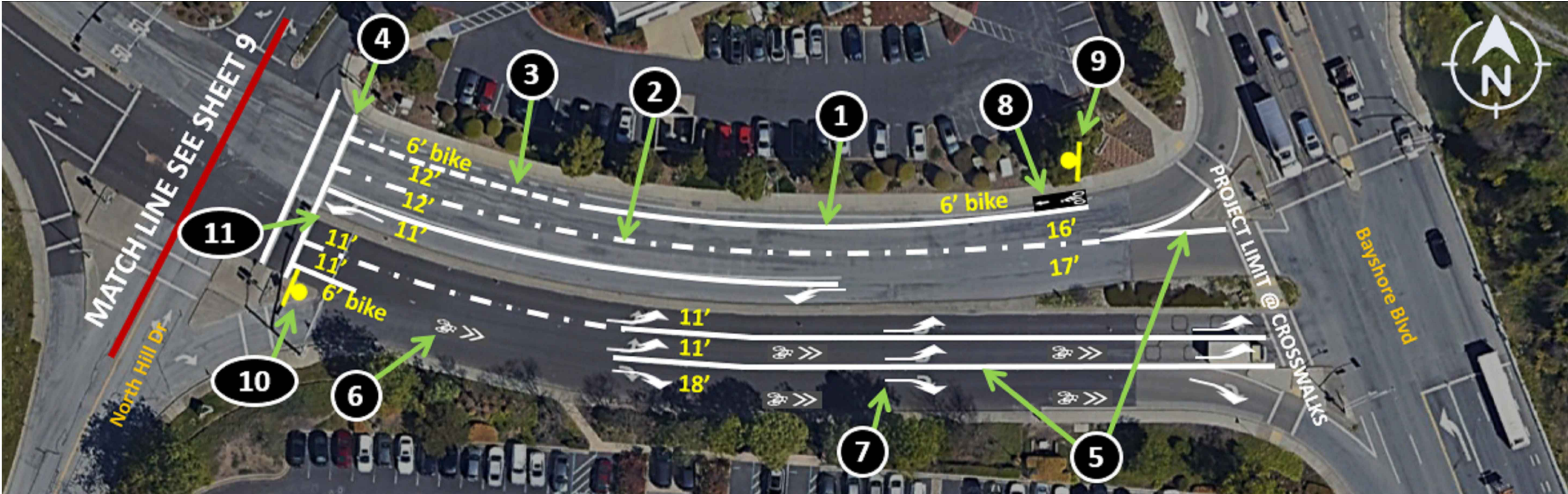
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PROJ. ENGR.: KAREN KINSER		
DATE: JAN. 21, 2020		
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CONSTRUCTION NOTES

- 1. Install 6" bike lane line. (235 LF)
- 2. Install laneline per Detail 12 on Caltrans Std. Plan A20A. (440 LF)
- 3. Install 6" bike lane intersection line per Detail 39A on Caltrans Std. Plan A20D. (100 LF)
- 4. Install 12" crosswalk lines. (140 LF)
- 5. Install 8" line and markers at turn lanes and along edges of concrete island per Detail 38 on Caltrans Std. Plan A20D. (840 LF)
- 6. Install shared roadway bicycle marking (sharrow) per Caltrans Std. Plan A24C. (5 EA, 57.5 SF)
- 7. Install Type III arrow per Caltrans Std. Plan A24B. (11 EA, 462 SF)
- 8. Install bike lane pavement marking with arrow and person per Caltrans Std. Plans A24A and A24C. (1 EA, 10.5 SF)
- 9. Install sign assembly – 24"x18" R3-17 sign on breakaway pole. (1 EA)
- 10. Install sign assembly – 24"x18" R3-17 sign and 24"x8" R3-17bP plaque on breakaway pole. (1 EA)
- 11. Install Type P(CA) (OM-3L) object marker on median nose. (1 EA)

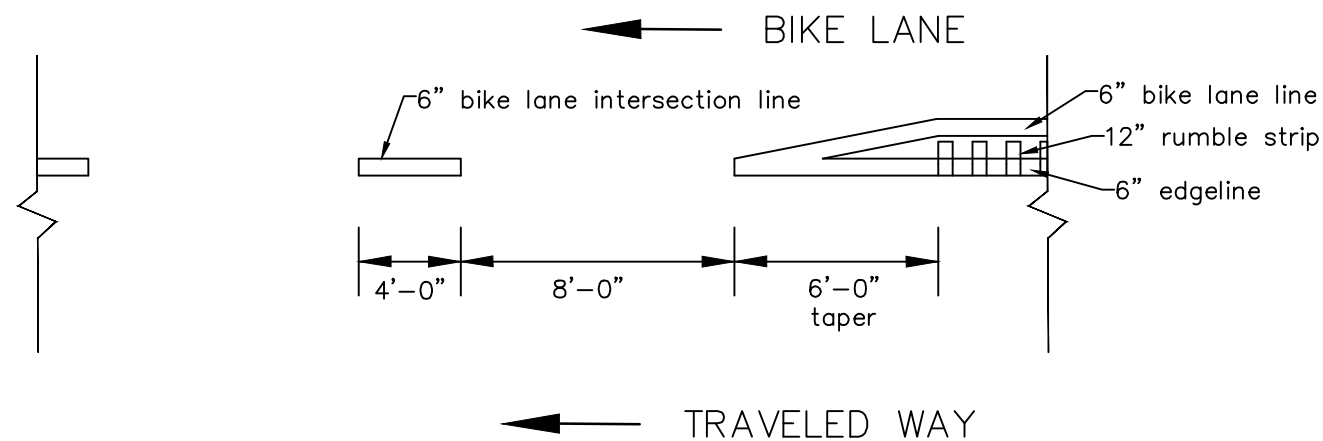
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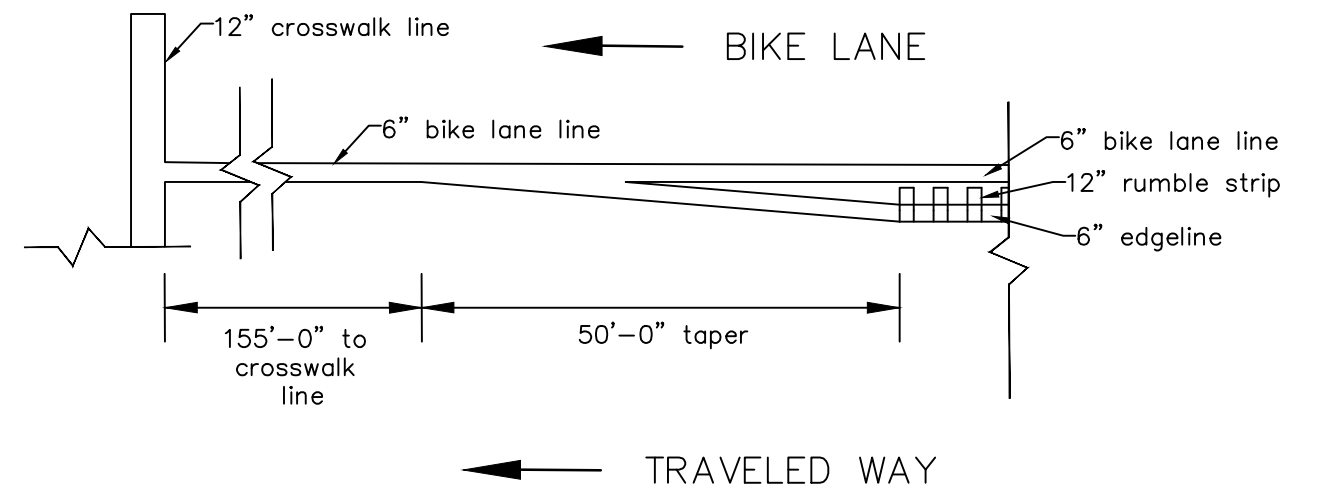
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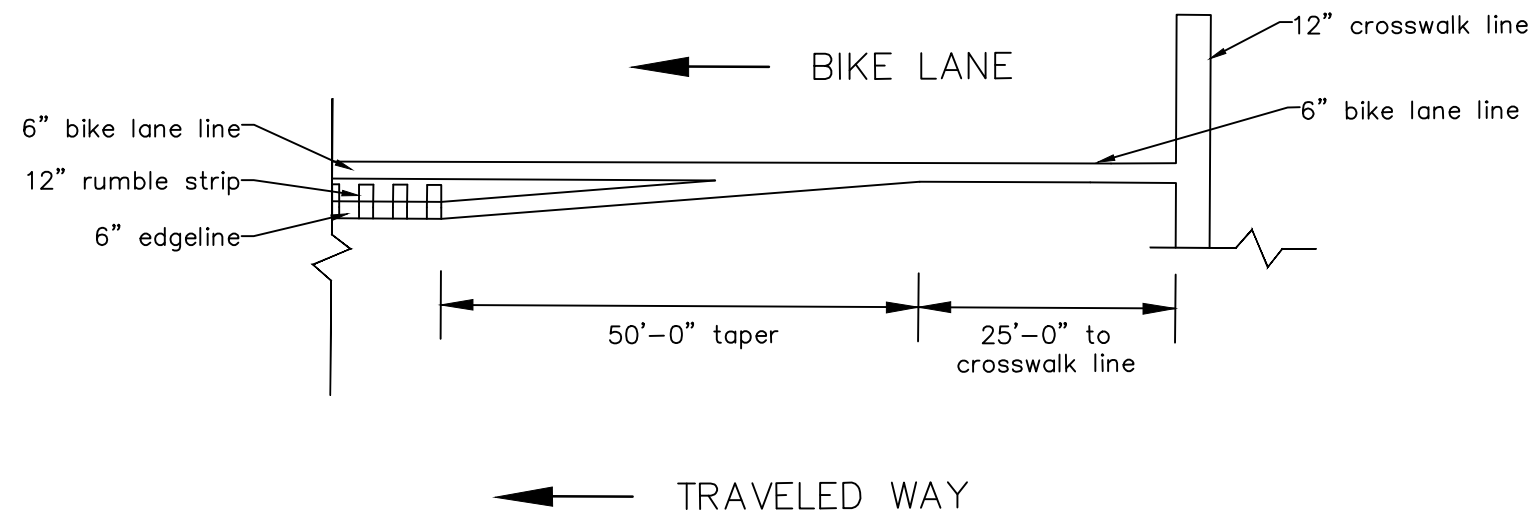


**DETAIL A - RUMBLE STRIPE TRANSITION
AT BIKE LANE SHIFT**
NOT TO SCALE (TYP)



**DETAIL B - RUMBLE STRIPE TRANSITION
AT TRAVEL LANE SHIFT TO RIGHT**
NOT TO SCALE (TYP)

**DETAIL C - RUMBLE STRIPE
TRANSITION AT TRAVEL LANE
SHIFT TO LEFT**
NOT TO SCALE (TYP)



DETAILS
GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT

BRISBANE

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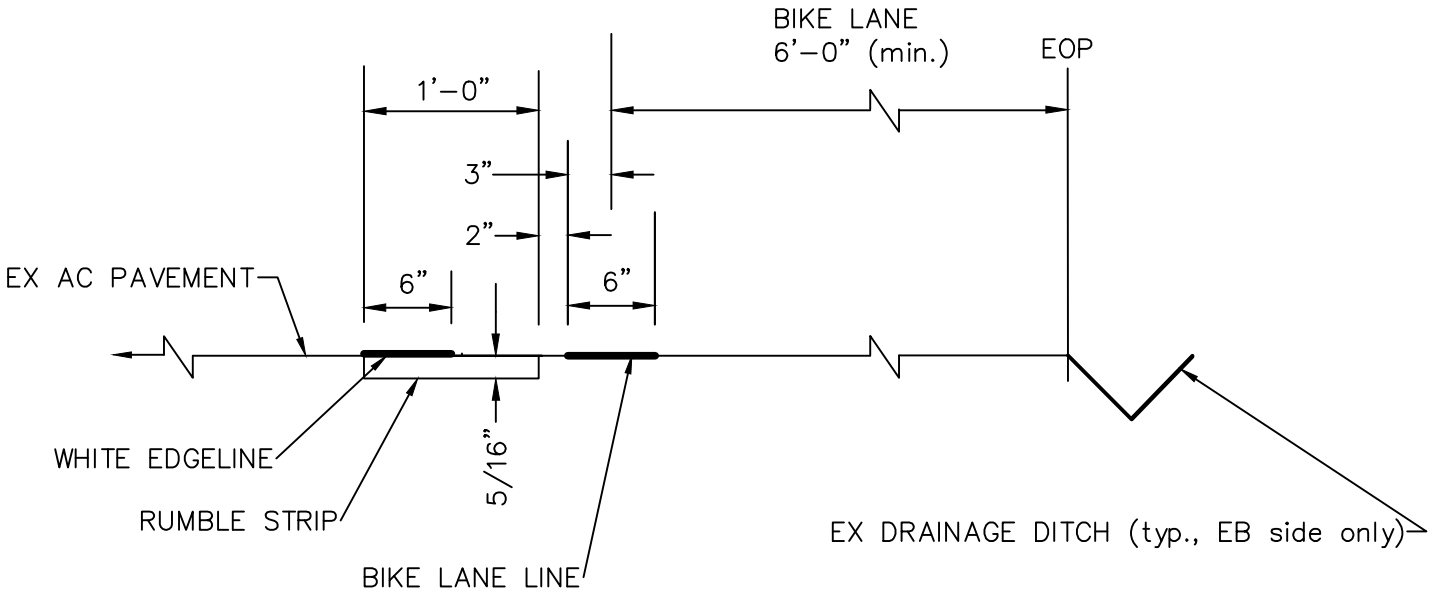
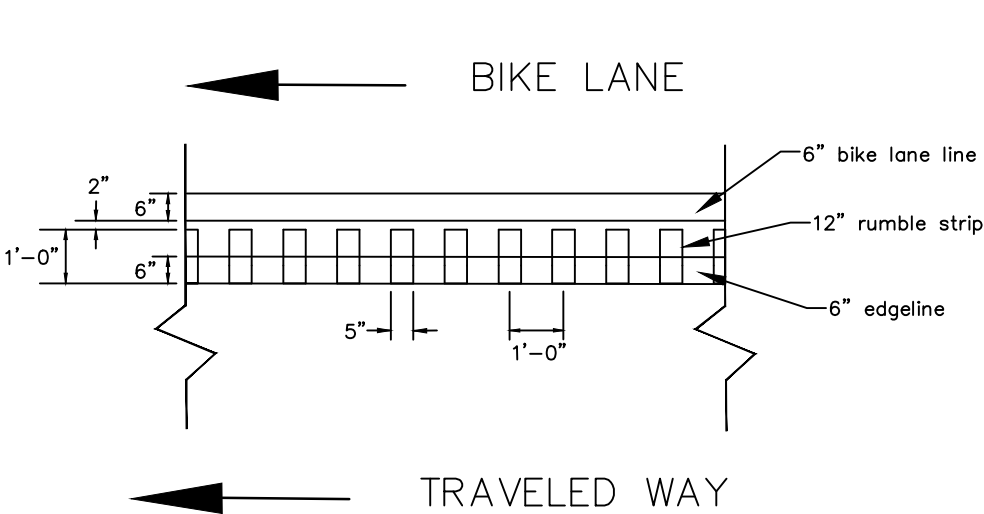
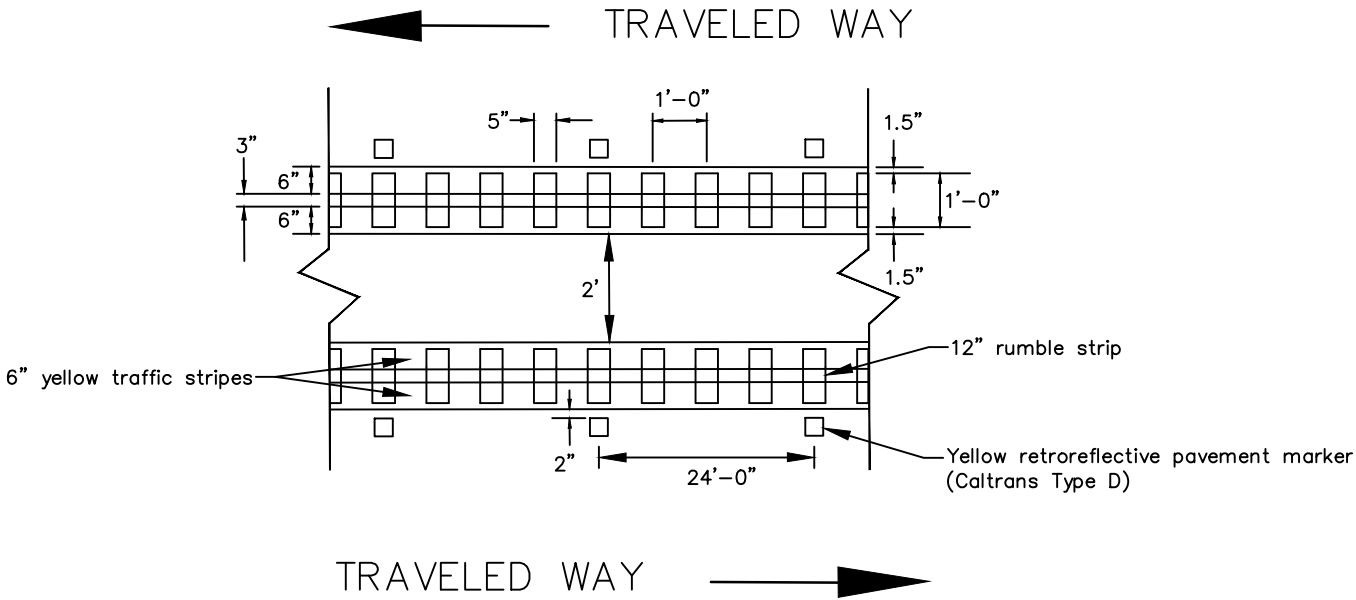
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BRISBANE, CALIFORNIA**

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DATE: JAN. 21, 2020
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DETAIL D - MEDIAN RUMBLE STRIPES

NOT TO SCALE (TYP)

Ground-in rumble strip indentations shall conform to Caltrans Std. Plan A40B.



PLAN

SECTION

DETAIL E - EDGELINE RUMBLE STRIPE AND BIKE LANE LINE

NOT TO SCALE (TYP)

Ground-in rumble strip indentations shall conform to Caltrans Std. Plan A40B.

DETAILS

GUADALUPE CANYON PKWY SAFETY IMPROVEMENTS PROJECT

BRISBANE

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DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA

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CHECKED BY: KK DIRECTOR OF PUBLIC WORKS
PROJ. ENGR. : KAREN KINSER
DATE: JAN. 21, 2020
SCALE: NOT DRAWN TO SCALE
SHEET NO: 12 OF 12 SHEETS FILE NO.

DEPARTMENT OF PUBLIC WORKS

CITY OF BRISBANE

STATE OF CALIFORNIA



PLANS AND SPECIFICATIONS

(INCLUDING NOTICE TO CONTRACTORS, SPECIAL PROVISIONS,
PROPOSAL AND CONTRACT)

FOR THE
CONSTRUCTION OF

Guadalupe Canyon Parkway Safety Improvements Project

Project No. 920D
Federal Project No. HSIPL-5376(015)

For use in connection with California
State Department of Transportation
STANDARD SPECIFICATIONS dated 2018
STANDARD PLANS dated 2018
and LABOR SURCHARGE and EQUIPMENT RENTAL RATES

DATED 3/4/20

SUBMITTED

RANDY BREAUT
Director of Public Works



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**CITY OF BRISBANE
50 Park Place
Brisbane, CA 94005
(415) 508-2130**

NOTICE TO CONTRACTORS INVITING BIDS

Notice is hereby given that sealed written proposals are invited by the CITY OF BRISBANE for the:

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

As shown in the Guadalupe Canyon Safety Improvements Project plans and required by these specifications and special provisions, this project includes, but is not limited to, furnishing all labor, materials and equipment necessary for removing existing striping and signs and installing thermoplastic traffic stripes and pavement markings, rumble strips, and signs. The work is to include all striping, street sweeping, and traffic control.

The project is to be performed in accordance with and as described and provided in the Plans and Specifications therefore and the proposed form of contract thereof, all of which are on file in the Office of the Director of Public Works and the City Clerk of the said City, and to which special reference is hereby made and which are made a part hereof.

ENGINEER'S ESTIMATE OF QUANTITIES

No.	Bid Item	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1	RUMBLE STRIP	16,000	LF		
2	REMOVE EXISTING STRIPING	1	LS		
3	TRAFFIC STRIPE	41,055	LF		
4	PAVEMENT MARKING	1695	SF		
5	OBJECT MARKER	8	EA		
6	DELINEATOR	22	EA		
7	ROADSIDE SIGN	19	EA		
8	REMOVE EXISTING FLASHING BEACON	2	EA		
9	INSTALL SOLAR POWERED LED FLASHING WARNING SIGN	2	EA		

The project is federally funded and is subject to the current federal prevailing wage rates as well as the other federal requirements contained in the special provisions, proposal, and contract documents.

The project has a goal of 23% Disadvantaged Business Enterprise (DBE) participation.

PLANS AND SPECIFICATIONS

Plans and Specifications maybe purchased from the City of Brisbane's website at www.brisbaneca.org; click on "Bids and RFPs" link under "Official Business" on the bottom of the page. For further questions please contact the City of Brisbane's Public Works Department at (415) 508-2130.

Bidders will have fully inspected the project site(s) in all particulars and become thoroughly familiar with the terms and conditions of the Plans and Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

Note: If during the time that this project is being advertised for bid there is a Countywide Order or other governmental directive that restricts travel within the County, a bidder is not required to visit the project site in person but the bidder must confirm that the bidder has investigated the project site via a web mapping service, e.g., Google Maps.

SUBMITTAL OF BIDS

All bids must be addressed to the City Clerk, City of Brisbane and must be marked BID, followed by the title or name of the work to be constructed. All bid proposals must be received by the City Clerk of the City of Brisbane by **12:00 p.m. on Thursday, June 18, 2020:**

- by email in PDF format to Ingrid Padilla at ipadilla@brisbaneca.org, with jyuen@brisbaneca.org cc'ed (file size must be less than 10 MB)
OR
- by mail to City Hall at 50 Park Place, Brisbane, California 94005
OR
- delivered in person to City Hall at 50 Park Place, Brisbane, California 94005

All bids shall be publicly open and read on said date and at said time.


Note: If during the time that this project is being advertised for bid there is a Countywide Order or other governmental directive that restricts travel within the County, the City will set up and invite planholders to a video conference meeting in which bids will be publicly open and read on said date and at said time.

Bid questions shall be emailed to Justin Yuen at jyuen@brisbaneca.org by 12:00 p.m. on Tuesday, June 9, 2020.

Each bid must be accompanied by a Proposal Guarantee amounting to no less than ten percent (10%) of the bid as described in the bid specifications. Said guarantee shall be forfeited to the City in case the bidder depositing the same does not enter into a contract within 10 days after written notice that the contract has been awarded to him. At the time of contract execution, the Contractor shall provide proof of insurance as required in the contract and a surety bond for faithful performance of the specified work in an amount equal to at least one hundred percent (100%) of the contract price. The contractor shall also provide at the time of contract a surety bond for labor and material in an amount equal to at least one hundred percent (100%) of the contract price. All bonds shall be submitted on the bond forms contained in the specifications.

The City of Brisbane reserves the right to reject any or all bids, or any part of any bid.

DATED: 5/22/20

By: 
Randy Breault
Director of Public Works/City Engineer

PROPOSAL
TO THE CITY OF BRISBANE FOR THE
GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

Name of Bidder: _____

Business Address: _____ Phone: () _____

City: _____ Zip Code: _____ FAX: () _____

California Contractor's License No.: _____ License Exp. Date: _____

Department of Industrial Relations Registration No.: _____ Registration Exp. Date: _____

* * * * *

The work to be done and referenced herein is in the City of Brisbane, State of California, and extends over property owned or controlled by the City of Brisbane, and is to be constructed in accordance with Special Provisions and the contract annexed hereto and also in accordance with adopted Standard Plans and Specifications dated 2018 of the California Department of Transportation, as hereby modified by the special provisions, which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown upon plans entitled:

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

TO THE CITY OF BRISBANE:

The undersigned, as bidder, does hereby declare that the only person, persons or parties interested in this proposal as principals are the undersigned, and this proposal is made without collusion with any other person, firm or corporation; that he or she has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto; that he or she has carefully examined the location of the proposed work; that he or she has carefully examined the annexed proposed form of contract, and the plans and specifications therein referred to and has full knowledge of and understands said documents and the requirements thereof; and that he or she proposes and agrees, if this proposal is accepted, that he or she will contract with the City of Brisbane, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the City of Brisbane Public Works Director and City Engineer as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract, and that he or she will take in full payment therefor.

If the bidder or other interested party is a corporation, state the legal name of the corporation, also the names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the names of all general partners; if bidder or other interested person is a joint venture, state the name of the joint venture, also names of all the joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the name of every individual comprising the joint venture; if any of the joint venturers are corporations or co-partnership, state the information required above for corporations and co-partnerships; if bidder or other interested persons is an individual, state first and last names in full.

If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

If this proposal shall be accepted and the undersigned shall fail to contract and to give the Bond for Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within ten (10) days after the bidder has received notice from the City Clerk of the City of Brisbane that the contract has been awarded, the City of Brisbane may, at its option, determine that the bidder has abandoned his or her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Brisbane.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference:

1. Cash, a cashier's check made payable to the City of Brisbane, certified check made payable to the City of Brisbane, or Bid Bond executed by a corporate Surety insurer authorized to engage in such business in California, in an amount equal to at least ten percent (10%) of the bid.
2. Statement of Experience of Bidder.
3. Non-Collusion Affidavit.
4. List of Subcontractors.
5. Schedule of Bid Items.
6. Notice of Required Insurance.
7. Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Public Contract Code 10285.1 Statement; Business and Professions Code Section 7028.15 Statement.
8. Equal Employment Opportunity Certification
9. Debarment and Suspension Certification
10. Nonlobbying Certification for Federal-aid Contracts
11. Disclosure of Lobbying Activities
12. Exhibit 15-G Construction Contract DBE Commitment
13. Exhibit 15-H DBE Information – Good Faith Efforts
14. Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)

The City of Brisbane may, at its option, request additional information after bidding opens.

Bidder understands that the City of Brisbane reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed this ____ day of _____, 2020 at _____, California.

Name of Firm or Corporation

(Signed) Bidder or Authorized Representative

Position in Firm or Corporation

Dated: _____

By: _____

BIDDER'S BOND TO ACCOMPANY PROPOSAL

LET THE FOLLOWING BE KNOWN:

That we, _____

as PRINCIPAL and _____

_____ a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of Brisbane (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Brisbane, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ Dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City of Brisbane, for certain construction specifically described as follows, for which bids are to be opened in the Brisbane City Offices, Brisbane, California on _____ for the

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of

_____, 2020

Dated _____, 2020
(SEAL)

(SEAL AND NOTARIAL)
(ACKNOWLEDGMENT
OF SECURITY)

(Principal)

By _____

By _____

Surety

By _____

(Address) Number & Street

City State Zip

The undersigned encloses herewith bidder's bond, cash, certified check, or cashier's check No. _____ of the _____ (Bank) for \$_____, of which is not less than ten percent (10%) of this bid, payable to the City of Brisbane, which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

Signature _____
and
Address _____

Nature of firm (Corporation, Partnership, Individual, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

If a corporation, organized under the laws of the State of _____, licensed in California in accordance with an act providing for the registration of contractors,

License No. _____.

Classification(s) _____.

SCHEDULE OF BID ITEMS

No.	Bid Item	Estimated Quantity	Unit of Measure	Unit Price	Item Total
1	RUMBLE STRIP	16,000	LF		
2	REMOVE EXISTING STRIPING	1	LS		
3	TRAFFIC STRIPE	41,055	LF		
4	PAVEMENT MARKING	1695	SF		
5	OBJECT MARKER	8	EA		
6	DELINEATOR	22	EA		
7	ROADSIDE SIGN	19	EA		
8	REMOVE EXISTING FLASHING BEACON	2	EA		
9	INSTALL SOLAR POWERED LED FLASHING WARNING SIGN	2	EA		

TOTAL BID PRICE

LIST OF SUBCONTRACTORS

NAME & ADDRESS	LIC. # , TYPE, & EXP. DATE	DESCRIPTION OF PORTION OF WORK SUBCONTRACTED	DIR(PWCR) REGISTRATION # & EXPIRATION DATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Bidder: _____

By: _____

Title: _____

Mailing Address: _____

Date: _____

EQUIPMENT/MATERIAL SOURCE INFORMATION

The undersigned, as Bidder, shall indicate opposite each item of equipment or material listed below, the name of the manufacturer of the equipment or material proposed to be furnished under the Bid. The listing of more than one manufacturer for each equipment or material proposed to be furnished under the Bid. The listing of more than one manufacturer for each equipment/material to be furnished with the words "and/or" will not be permitted. Failure to comply with the requirement may render the Bid nonresponsive and may cause rejection.

Equipment/Material**Manufacturer**

LISTING OF CONSTRUCTION TRADES

The Bidder anticipates that the following construction trades (carpenter, plumber, etc.) will be employed on this project.

☐ ASBESTOS

☐ BOILERMAKER

☐ BRICKLAYERS

☐ CARPENTERS

☐ CARPET/LINOLEUM

☐ CEMENT MASONS

☐ DRYWALL FINISHER

☐ DRYWALL/LATHERS

☐ ELECTRICIANS

☐ ELEVATOR MECHANIC

☐ GLAZIERS

☐ IRON WORKERS

☐ LABORERS

☐ MILLWRIGHTS

☐ OPERATING ENG

☐ PAINTERS

☐ PILE DRIVERS

☐ PIPE TRADES

☐ PLASTERERS

☐ ROOFERS

☐ SHEET METAL

☐ SOUND/COMM

☐ SURVEYORS

☐ TEAMSTER

☐ TILE WORKERS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss
County of San Mateo)

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Name of Bidder

Date _____

Title

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done, and to give references, including a contact person and telephone number, that will enable the City Council to judge his or her experience, skill and business standing and his or her ability to conduct the work as completely and as rapidly as required under the terms of the contract.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bidder

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NOTICE OF REQUIRED INSURANCE

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

Contained as a part of these project specifications, you will find a section or exhibit entitled "Insurance Requirements." These insurance requirements have been tailored to the activities which you will be performing under this Public Works contract.

In an effort to ensure that the cost of such insurance has been considered in your bid, and that your insurance company is able to provide the required insurance, the following statement shall be signed by both the bidder and the bidder's insurance agent.

-----GRANTEE AND INSURANCE AGENT STATEMENT-----

We understand the insurance requirements contained in these project specifications and will comply in full with them if awarded this Public Works contract.

Bidder

Insurance Agency

Signature

Signature

Date:_____

Date:_____

THIS PAGE MUST BE RETURNED WITH THE BID PROPOSAL

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes_____

No_____

If the answer is yes, explain the circumstances in the space below:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BUSINESS AND PROFESSIONS CODE**SECTION 7028.15 STATEMENT**

In accordance with Business and Professions Code Section 7028.15, the bidder hereby states that all representations made herein are made under penalty of perjury.

Executed this _____ day of _____, 2020 at _____,
California.

Bidder

By: _____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

- ☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. Report Type:

- ☐ a. initial
☐ b. material change

For Material Change Only:

year ____ quarter ____
date of last report ____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/Agency:**7. Federal Program Name/Description:**

CFDA Number, if applicable _____

8. Federal Action Number, if known:**9. Award Amount, if known:****10. a. Name and Address of Lobby Entity**
(If individual, last name, first name, MI)**b. Individuals Performing Services** (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

\$ _____ ☐ actual ☐ planned

13. Type of Payment (check all that apply)**12. Form of Payment (check all that apply):**

- ☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

- ☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action. (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 26. Local Agency Representative's Signature _____ 27. Date _____ 28. Local Agency Representative's Name _____ 29. Phone _____ 30. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT, EXHIBIT 15-G

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Award Amount** – Enter the contract award amount as stated in the executed contract.
- 26. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 27. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 28. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 29. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 30. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**DBE Information - Good Faith Efforts**

Federal-aid Project No. _____ Bid Opening Date _____

The _____ City of Brisbane _____ established a Disadvantaged Business Enterprise (DBE) goal of **23%** for this project. The information provided herein shows that a good faith effort was made to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-01: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, please attach additional sheets as needed:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

<u>Items of Work</u>	<u>Bidder Normally Performs Item (Y/N)</u>	<u>Breakdown of Items</u>	<u>Amount (\$)</u>	<u>Percentage Of Contract</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT 12-B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information may be used by the local agency to track each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
							<\$5 million
City, State:							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.

EXHIBIT 12-B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information may be used by the local agency to track each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ____ yrs.

CONSTRUCTION AGREEMENT

THIS is an agreement between the City of Brisbane, hereinafter referred to as "City," and _____, hereinafter referred to as "Contractor."

WITNESSETH

That, for and in consideration of the promises and agreements hereinafter made and exchanged, the City and the Contractor agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all the work, and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the plans and specifications entitled **GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT** and approved by the City on _____, the items and quantities of which are more particularly set forth in the Contractor's bid therefor on file in the Office of the City Clerk.
2. **TIME OF PERFORMANCE.** After the contract has been executed by the City, and a notice to proceed is issued by the Director of Public Works, the Contractor shall begin work immediately upon receipt of the notice to proceed and shall diligently prosecute the same to completion before the expiration of twenty (20) working days after the date of the issuance of the notice to proceed, except as provided in the specifications.
3. **CONTRACT PRICE.** The Contractor shall perform the work in the manner provided in the specifications and at the unit prices stated in Contractor's bid.
4. **COMPONENT PARTS.** This contract shall consist of the following documents, each of which is on file in the Office of the City Clerk and all of which are incorporated herein and made a part hereof by reference thereto.
 - a) This Agreement
 - b) Notice to Contractors Inviting Bids
 - c) Specifications, and Special Provisions
 - d) Accepted Proposal
 - e) Bond for Security of Laborers and Materialmen (Payment Bond)
 - f) Faithful Performance Bond
 - g) Plans, Profiles and Detailed Drawings
 - h) City of Brisbane Business License
5. **WAGE SCALE AND DIR REQUIREMENTS.** All work performed under this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. To engage in the performance of any work under this contract, the Contractor and his or her subcontractors must be registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate. The Contractor shall post job site wage notices as prescribed by state regulations. The Contractor and his or her subcontractors shall also maintain accurate payroll records and provide access to those records, as set forth in Section 1776 of the Labor

Code. The Contractor and his or her subcontractors shall furnish payroll records directly to the Labor Commissioner, as set forth in Section 1771.1 of the Labor Code.

6. **HOURS OF LABOR.** Pursuant to Sec. 1813 of the Labor Code of the State of California, the Contractor shall forfeit as penalty to the City \$25.00 (Twenty-five Dollars) for each worker employed in execution of the contract by him or her or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without payment of overtime compensation as required by Labor Code Sec. 1815 and all amendments thereto
7. **EQUAL OPPORTUNITY EMPLOYMENT.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.
8. **SECURITY FOR PAYMENT OF COMPENSATION.** The Contractor shall secure the payment of compensation of his or her employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California and all amendments thereto. (Required by Labor Code Sections 1860-61.)
9. **WORKERS' COMPENSATION.** The Contractor shall comply with 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.
10. **INDEMNIFICATION.** The Contractor shall indemnify and save harmless the City of Brisbane and its City Council, employees, agents and representatives, from liability, loss, suits, actions, or claims brought for or on account of violation of laws, ordinances, rules or regulations, or injury, damage, or loss including death caused by acts or omissions of the Contractor, its employees, or agents.
11. **ASSIGNMENT.** The performance of this Agreement shall not be assigned except upon the written consent of the City Council of the City of Brisbane. Consent will not be given to any proposed assignment which would relieve the original Contractor or surety of their responsibilities under this Agreement.
12. **SEVERABILITY.** If any one or more of the covenants or agreements, or portions thereof, provided in this Agreement shall be held by a court of competent jurisdiction in a final action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.
13. **ATTORNEYS' FEES AND EXPENSES.** In the event that any party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provisions of this Agreement or between the parties hereto, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all expenses incurred by the other party in enforcing or establishing its rights hereunder, including without limitations attorney's fees, expert witness fees, any expenses incurred prior to the filing of any action or proceeding, any arbitration and arbitrator's fees (if applicable), and any court costs. Such recovery shall be had regardless of whether the obligations are performed or the dispute is resolved without the filing of an action or proceeding, is resolved by voluntary dismissal or abandonment, final judgment, pretrial motion, appeal or other means. Such expenses may be recovered in the same action or proceeding, if any, or in a separate action or proceeding.
14. **PERFORMANCE PENDING DISPUTE RESOLUTION.** If any dispute should arise between the parties as to the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, the Contractor shall nevertheless proceed to perform the work as directed by the City pending settlement of the dispute.

IN WITNESS WHEREOF, the said Contractor, and the City, by and through its Mayor and Clerk, so authorized to act, have caused this contract to be executed this _____ day of _____, 2020.

APPROVED:

Michael Roush
City Attorney for the City of Brisbane

Contractor

(Position)

Terry O'Connell
Mayor for the City of Brisbane

By: _____

Attest: _____

Ingrid Padilla
City Clerk of the City of Brisbane

Bond Number _____

Bond Number: _____

CONTRACTOR'S PAYMENT BOND

LET THE FOLLOWING BE KNOWN:

THAT WHEREAS, THE CITY OF BRISBANE, a municipal corporation of the State of California (hereinafter designated as "City") on _____, 2020, entered into a certain contract with _____, a _____ (designate type of business entity), hereinafter designated as the "Principal," namely, a Construction Agreement for the **GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT** for the work hereinafter briefly described, to wit:

- ◆ On Guadalupe Canyon Pkwy between Bayshore Blvd and western city limit, project will include new edgeline and centerline rumble stripes (traffic stripe on top of rumble strip), traffic lane and bike lane line striping, and new and upgraded signage. Work will consist of grinding and removal of existing traffic striping and markings, milling for both centerline and edgeline rumble strips which will not exceed an excavation depth of 1 inch within the existing pavement, adding new class II bike lane striping and signage along the shoulders, and upgrading existing flashing beacons with solar-powered LED flashing warning signs. Post installation for signs will not exceed an excavation depth of 2 feet in native soil along the edge of roadway.

More fully described in and required by said Construction Agreement, incorporated herein by reference, the award of which said Agreement was made to said Principal by the City Council of the City of Brisbane on _____, 2020, as will more fully appear by reference to the minutes of said Council of said City of said date.

WHEREAS, said Principal is required by Section 9550 of the California Civil Code to furnish a bond in connection with said Agreement.

NOW, THEREFORE, we, the Principal and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his, her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said Construction Agreement and any amendments, changes, change orders, additions, alterations, or modifications thereof, or for any amounts required to be deducted, withheld, or paid over to the Employment Development Department from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right

of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the City and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person entitled to file claims under Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the California Civil Code, and has not been paid the full amount of his or her claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the City and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with the requirements of the City of Brisbane, and to comply with the provisions of Title of Part 6 of Division 4 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 2020

PRINCIPAL

SURETY

(Insert Company Name)

A _____ (designate type of entity)

By: _____
Title:

By: _____
Title:

By: _____
Title:

Address: _____

Telephone: _____

(Affix Corporate Seals; Attach Acknowledgments of both Principal and Surety signatures.)

Approved by the City Attorney of the City of Brisbane on the _____ day of _____, 2020

Michael Roush
City Attorney for the City of Brisbane

Bond Number: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, THE CITY OF BRISBANE, a municipal corporation of the State of California (hereinafter designated as "City") on entered into a Construction Agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2020, and project identified as:

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, the Principal and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto the City of Brisbane, hereafter called "City," in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of obligation is such that if the above bounded Principal, his, her or its subcontractors, heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on this or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to satisfactory completion of said agreement, the above obligations to the amount of _____ dollars (\$ _____) lawful money of the United States, being not less than one hundred percent (100%) of the total bid of the Project, shall hold good for a period of one (1) year after the completion and acceptance of said work during which time if the above bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete and satisfactory repair and replacement or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligations in the same sum of _____ dollar (\$ _____) lawful money of the United States, shall remain in full force and virtue; otherwise the above obligation shall be void.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and surety above named on

_____, 2020.

NOTE: to be signed by
Principal and Surety and
acknowledgment and notarial
seal attached

(SEAL)

Principal

Surety

The above bond is accepted and approved this _____ day of _____, 2020.

Michael Roush
City Attorney for the City of Brisbane

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list
(Circular 570 as amended) and be authorized to transact business in California.

SPECIAL PROVISIONS

PROJECT NO. 920D

GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

SECTION 1. SPECIFICATIONS AND PLANS; DEFINITIONS

The work embraced within shall be done in accordance with the Standard Plans and Standard Specifications dated 2018 of the California Department of Transportation, insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

Definitions and terms. Wherever in the Standard Specifications, Standard Plans, or these Special Provisions and contract documents the following definitions and terms are used, the intent and meaning shall be interpreted as follow:

CALTRANS, Department of Transportation or Department - The City of Brisbane.

City - The City of Brisbane.

City Council - The City Council of the City of Brisbane.

Contractor – The contractor with whom the City enters into a contract to construct the public improvement specified, indicated, shown or contemplated in the Project Plans.

Days - Calendar days unless otherwise designated.

Director of Transportation - The Director of Public Works of the City of Brisbane.

Engineer - The City Engineer of the City of Brisbane, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Highway - The project in the City of Brisbane or neighboring jurisdictions, which shall mean the total right-of-way or area which is reserved for and secured for use in constructing the project and its appurtenances.

Liquidated Damages - The amount prescribed in Section 4, below, to be paid to the City of Brisbane or to be deducted from any payments due or to become due the Contractor for each calendar day's delay in completing the whole or any specified portion of the work beyond the time allowed in the special provisions.

Project Plans - The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans and Bridge Standard Details insofar as they may apply.

Special Provisions - The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications. The Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" is to be considered as part of the special provisions.

Standard Plans - The Standard Plans of the California Department of Transportation dated 2018.

Standard Specifications - The Standard Specifications of the State of California Department of Transportation dated 2018.

State - The City of Brisbane (Owner).

Work – All the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

Any reference in the specifications and other contract documents to Sections of former Chapter 3 (Sections 14250-14424 inclusive) of Part 5 of Division 3 of Title 2 of the Government Code shall be deemed to be reference to the successor section of the Public Contract Code.

Any reference within the Standard Specifications to the State of California or a State agency, office or officer shall be interpreted to refer to the City of Brisbane.

SECTION 2. PROPOSAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

2.1. GENERAL INFORMATION

Bids are required for the entire work, with separate bid prices for each individual item as noted in the BID SCHEDULE. The amount of the bid for comparison purposes and determination of low bidder will be the Total of all items. The total of each bid item will be determined by extension of the unit price bid times the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Extension" column shall be the extension of the unit price bid times the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible, uncertain for any cause, omitted, or is the same amount as the entry in the "Extension" column, then the amount set forth in the "Extension" column for the item shall prevail and the amount set forth in the "Extension" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

For a lump sum item, the amount set forth as the unit price shall be the same as the entry in the "Extension" column and in the case of any discrepancy between the two, the amount set forth under the "Extension" column for the item shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract as set forth herein and to give the two bonds in the sums to be determined as set forth herein, with surety satisfactory to the City of Brisbane, within ten (10) calendar days after the bidder has received notice from the City of Brisbane that the contract has been awarded, the City of Brisbane may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Brisbane.

Proposals must be made on the form furnished by the Engineer and must be submitted in a sealed envelope and addressed to the City Clerk of the City of Brisbane, 50 Park Place, Brisbane, CA 94005, and marked "BID," followed by the project title appearing in the Notice Inviting Bids. Electronic proposals will also be accepted in PDF format via email to the City Clerk, with the Project Manager cc'ed, as described in the Notice Inviting Bids. FAXED proposals will not be accepted.

The bid must further conform to the requirements of these instructions.

The said work must be done in strict conformity with the specifications and plans therefor which are on file in the City Engineer's office at 50 Park Place, Brisbane, California.

2.2. BID OPENING

The City publicly opens and reads bids at the time and place shown on the Notice to Bidders.

2.3. BID RIGGING

The US Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2.4. APPROXIMATE ESTIMATE

The quantities given in the Notice to Contractors Inviting Bids, Proposal and Contract Forms are approximate only, being given as a basis for the comparison of Proposals, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

2.5. RIGHT TO REJECT

The City Council reserves the right to decrease scope of work, delete one or more bid items, or to reject any or all bids and to waive any informality in such bids and to award a contract under any alternate or proposal.

Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. Proposals in which the prices, in the opinion of the City, are unbalanced, may be rejected.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a written authorization or Power of Attorney should be on file with the City prior to opening proposals or submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

2.6. AWARD OF CONTRACT

The City and its subsidiary agencies will endeavor to make an award of contract to such bidder as is determined to be the most responsible bidder by the City Council or other designated awarding authority. An award of contract will not be made until the necessary investigations are completed with regard to the responsibility of the two apparent most responsible bidders.

The language "responsible" refers not only to the attitude of trustworthiness, but also to the quality of service, experience, ability, and capacity of the low bidder to satisfactorily perform the proposed work, the quality of the work the bidder has completed, the safety compliance record of the bidder, and compliance with all provisions of the bid proposal.

The awarding authority also has been entrusted with discretionary power as to which is the lowest responsible bidder having regard to the quality and adaptability of the product, articles, or materials provided by the bidder for the particular requirements of their use.

2.7. WITHDRAWAL OF BID

After bids have been opened and declared, no bid shall be withdrawn except with the written permission of the City Council or designated awarding authority. Bids shall be subject to acceptance by the City for a period of sixty (60) calendar days from the date of the opening of bids.

2.8. CONTRACTOR'S LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

The bidder shall hold the type of license required for work under the contract, a Class A General Engineering Contractor's license, and shall affix to the Proposal the number of the bidder's license issued under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

2.9 SUBCONTRACTING

Attention is directed to the provisions in Section 2-1.10, "Subcontractor List," of the Standard Specifications and these special provisions.

In accordance with the requirements of Section 4100 to 4113, inclusive, of the Public Contract Code, each bidder shall list in his or her proposal the name of each subcontractor, the location of his or her place of business and the portion of the work to be done by him. Only one subcontractor shall be listed for each portion of the work as defined by the bidder. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, (or specified more than one subcontractor for the same portion of the work), it shall be understood that the bidder is qualified to and will perform such work without subcontracting the same. A sheet for listing the subcontractors, as required, is in the proposal.

2.10. BIDDER'S PRINTS

Any plans or drawings accompanying the specifications may be retained by the bidder and need not be submitted with the bid proposal.

2.11. BIDDER'S REFERENCE

Upon request, the bidder shall furnish references to the Engineer indicating the financial responsibility of the bidder and prior experience and ability of the bidder in completing similar work in a timely and cooperative manner at the least cost.

The bidder shall also furnish the Engineer with a list of projects of a similar nature which the bidder has completed on the form provided for that purpose. The Engineer may inspect these projects or utilize the information otherwise to determine the qualifications and abilities of the bidder prior to awarding the contract.

2.12. DESIGNATION OF SUBCONTRACTORS

Each proposal shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his or her total bid, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or making unauthorized substitutions.

A form for listing the subcontractors, as required herein, is included in the proposal.

2.13. DISADVANTAGED BUSINESS ENTERPRISES

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers. Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) and Exhibit 15-G Construction Contract DBE Commitment form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Exhibit 15-G: Construction Contract DBE Commitment*.

2.13.1. GOAL FOR THIS CONTRACT

The City has determined the following availability for Disadvantaged Business Enterprise (DBE) participation for this contract:

Disadvantaged Business Enterprise (DBE): **23 percent of total dollars spent.**

Caltrans has engaged the services of a contractor to provide supportive services to contractors and subcontractors to assist in obtaining DBE participation on federally funded construction projects. Bidders and potential subcontractors should check the Caltrans website at www.dot.ca.gov/hq/bep to verify the current availability of this service.

2.14. BID FORMS

An extra copy of the bid documents has been provided for contractor's bid. The complete bid proposal to the City must include the following documents signed and sealed where indicated.

- Proposal, including Schedule of Bid Items
- Bid Security
- Statement of Experience of Bidder
- Designation of Subcontractors
- Non-Collusion Affidavit
- Notice of Required Insurance
- Public Contract Code Section 10162 Questionnaire/Public Contract Code Section 10232 Statement/Public Contract Code Section 10285.1 Statement/Business and Professions Code Section 7028.15 Statement
- Equal Employment Opportunity Certification
- Debarment and Suspension Certification
- Nonlobbying Certification for Federal-aid Contracts
- Disclosure of Lobbying Activities
- Exhibit 15-G Construction Contract DBE Commitment
- Exhibit 15-H DBE Information – Good Faith Efforts
- Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)
- Addenda (when issued by City)

The bid proposal must be submitted on the documents provided, with original signatures affixed where applicable. Electronic bids will be accepted in PDF format with digital or scanned signatures affixed. Bids shall be submitted electronically to the City Clerk with the Project Manager cc'ed (file size must be less than 10 MB) or hand delivered or mailed, via U.S. Mail, to the City as described in the Notice of Inviting bids. All bid proposals must be received by the date and time specified in the Notice of Inviting Bids. FAXED Bid Proposals will not be accepted.

2.15. INVESTIGATION OF SITE, EXAMINATION OF PROJECT PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS

Intending bidders shall carefully examine the site of the proposed work, the Proposal, Plans, Specifications and Contract Documents. By submitting a bid, the bidder represents to the owner that the bidder has investigated the work site and is satisfied as to the conditions to be encountered, and the character, quality, and quantity of work to be performed, materials to be furnished, requirements of the specifications, and that the bid proposal includes full consideration for the same.

If during the time that this project is being advertised for bid there is a Countywide Order or other governmental directive that restricts travel within the County, a bidder is not required to visit the project site in person but the bidder must confirm that the bidder has investigated the project site via a web mapping service, e.g., Google Maps.

Should a bidder find discrepancies in, or omissions from, the Project Plans and Specifications or any other portion of the Contract, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the City and, should it be found that the point in question is not clearly and fully set forth, a written addendum will be sent to all bidders. No interpretation of the meaning of the specifications, drawings or other prebid documents will be made to any bidder orally. Neither the Engineer nor the City will be responsible for any oral instructions.

The bidder, by submission of a bid, confirms that the bidder has taken action to become familiar with the Project Plans and Specifications and has found them fit and sufficient for the purpose of preparing a bid. By submission of a bid, the bidder agrees that no claim will be made against the City or the City's Consultants or Engineer for any damages in excess of \$50,000 or five percent (5%) of the construction costs (whichever is greater) for alleged damage that the bidder or bidder's subcontractors may have suffered due to the inadequacy of the bidder's bid on account of any alleged errors, omissions, or other deficiencies in the Plans and Specifications supplied to the bidder by the City. This limitation does not apply to compensation for extra work authorized in writing by the Engineer and approved by the City, as provided for herein. The bidder in no way assumes liability for damages to others for the professional negligence, errors, or omissions of the Engineer.

2.16. ADDENDA

Any addenda or letters of clarification supplementing the Project Plans and Specifications and issued prior to the time set for the opening of proposals, and/or forming a part of the documents furnished to the bidder for the preparation of a proposal, shall be covered in the proposal and shall be made a part of the Contract. Addenda and letters of clarification will be sent to each prospective bidder at the address indicated in the planholders' form and shall be attached to the Specifications containing the proposal.

2.17. PROPOSAL GUARANTY

Proposal Guaranty of the Standard Specifications, the second and third paragraphs are amended to read:

BID SECURITY - Each construction bid shall be accompanied by bid security in accordance with Section 3.12.100 of the Brisbane Municipal Code in the form of cash, a cashier's check or a certified check, amounting to ten percent (10%) of the bid, payable to the order of the Clerk of the City of Brisbane, or by a bond for that amount and so payable, signed by the bidder and a surety. The amount so posted shall, at the option of the public agency, be forfeited to the public agency if the bidder does not, within 10 calendar days after written notice that the contract has been awarded to him, enter into a contract with the public agency for the work.

The form of Bidder's Bond, as required herein, will be found following the signature page of the proposal annexed hereto.

A bidder's bond will not be accepted unless it substantially conforms to the bond form included with the proposal form and is properly filled out and executed. If desired, the bond form included therein, properly filled out as directed, may be executed and used as the bidder's bond.

2.18. RELIEF OF BIDDERS

Relief of bidders of the Standard Specifications is amended to read:

Attention is directed to the provisions of Government Code Section 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement herein, that if the bidder claims a mistake was made in his or her bid, the bidder shall give the City of Brisbane written notice within five (5) working days after the opening of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2.19. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. If it appears that the same individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated, all such proposals shall be rejected. Being listed as a subcontractor does not constitute interest in a bid.

2.20. NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

In accordance with Section 7106 of the Public Contract Code of the State of California as specified, the bidder shall submit an affidavit affirming that the bidder has not participated in various collusive activities. A bid not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. This affidavit will be made part of and referenced in the contract of the successful bidder.

2.21. PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING

The second paragraph of the Standard Specifications states that:

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has proprietary interest in such bid, having been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state, or local project because of violation of law or a safety regulation.

All bidders shall complete the Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Business and Professions Code Section 7028.15 Statement, on the form provided and return this form along with the bid proposal.

2.22. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

All work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All prime contractors will be required to post prevailing wage job site notices, as prescribed by state regulations.

Except as specifically set forth in Labor Code section 1771.1(a), no bidder or subcontractor may be listed on a bid proposal or, on or after April 1, 2015, awarded a contract or subcontract for public work on a public works project unless currently registered and qualified to perform public work as required by section 1725.5 of the Labor Code.

No proposal shall be accepted without proof of the bidder's and all subcontractors' current registration to perform public work under section 1725.5. The bidder shall furnish in his or her proposal his or her Department of Industrial Relations registration number and registration expiration date. The bidder shall also furnish the Department of Industrial Relations registration number and registration expiration date for each subcontractor on the form for listing subcontractors included in the proposal.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and to Section 2, "Bidding," of these special provisions for the requirements and conditions concerning award and execution of contract.

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all requirements prescribed herein.

3.1. AWARD OF CONTRACT

Section 3-1.04, "Contract Award," of the Standard Specifications is amended to add the following:

The City of Brisbane reserves the right to reject any and all bids, or to make award to the lowest responsible bidder and reject all other bids and to waive any irregularity or informality in any bid received. See Proposal Requirements and Instructions to Bidders, Section 2 herein, for determination of low bid.

If administrative circumstances prevent the City from awarding the contract within the specified award period, the City may extend the specified award period if the Bidder agrees.

3.2. CONTRACT BONDS

Section 3-1.05, "Contract Bonds," of the Standard Specifications is amended to add the following:

Contractor shall provide, at the time of the execution of the contract agreement for the work, and at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond in the amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said contract agreement. Sureties of each of said bonds shall be satisfactory to the Attorney for the City of Brisbane.

3.3 RETURN OF PROPOSAL GUARANTEES

Within 14 days after the award of the contract to the lowest responsible bidder, the City will return the proposal guarantees, other than bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained proposal guarantees will be held until the contract has been executed, after which all proposal guarantees, except bidder's bonds and any guarantees which have been forfeited, will be returned to the bidders whose proposals they accompany.

3.4. PRECEDENCE OF CONTRACT

In resolving conflicting requirements between the contract documents, order of precedence shall be as follows:

1. Change orders
2. Construction Agreement
3. Addenda or letters of clarification
4. Special Provisions
5. Project plans

6. Standard Plans and Specifications

With reference to the Project Plans:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings

SECTION 4. BEGINNING OF WORK, PRE-CONSTRUCTION CONFERENCE, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Notice to Proceed shall be issued and the working days shall begin within 15 calendar days of execution of the contract by the City, unless mutually agreed upon by both parties in writing that the NTP shall be issued after the 15 calendar day period.

Prior to the beginning of work, a pre-construction conference will be held at the office of the City Engineer for the purposes of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

In addition, no work shall be performed during hours other than the hours specified without prior written approval of the engineer and without first obtaining a special permit for such work. Permitted hours of work may be shortened by the Engineer upon a finding of a previously unforeseen effect on the health, safety or welfare of the surrounding community.

The Contractor shall diligently prosecute the work to completion before the expiration of

20 WORKING DAYS

beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to City the sum of two thousand nine hundred dollars (\$2,900.00) per day for each and every calendar day of delay in finishing the work in excess of the number of working days prescribed above for all work.

SECTION 5. GENERAL PROVISIONS

5.1. REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK

5.1.1. PROGRESS SCHEDULE

Following the award of the contract, and prior to the beginning of work, the Contractor shall submit to the Engineer within ten (10) working days, for approval, a schedule setting forth the sequence in which construction will proceed in accordance with Section 8-1.02, " Schedule," of the Standard Specifications.

One working day will be deducted from the Contractor's total number of working days for each day the Contractor fails to submit the above submittal within the stated time frame.

During the course of the work, the Contractor shall update the progress schedule within two (2) working days as requested by the Engineer.

Full compensation for Progress Schedule shall be considered as included in the contract unit price paid for the various items involved and no separate payment will be made therefore.

5.1.2. CONTACTS FOR IMMEDIATE PROBLEM RESOLUTION

Prior to the Director of Public Works issuing a notice to proceed and prior to the start of construction on this project, the Contractor shall provide the Engineer with the names, addresses, and telephone numbers of all responsible individuals who can be contacted on a 24-hour basis in the event of the occurrence of any problem which must be resolved immediately.

Arrangements shall be made by the Contractor to insure that a response, in person or by telephone, by a duly authorized and competent representative of the Contractor, will be made within one hour of any emergency calls made by the City to the telephone number provided by the Contractor during any hour of the day or night. If the Contractor is unable to respond to an emergency call, the City may take any necessary actions to remedy the emergency conditions, at the Contractor's expense, in all cases where the Contractor is obligated or responsible under these conditions.

5.1.3. INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and Council, employees, agents and representatives, from liability, loss, suits, actions, or claims brought for or on account of violation of laws, ordinances, rules or regulations, or injury, damage, or loss including death caused by acts or omissions of the Contractor, his or her employees, or agents.

5.1.4. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. **Minimum Scope of Insurance.** Coverage shall include at a minimum:

1. Commercial General Liability.
2. Automobile Liability.

3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance.

B. Minimum Limits of Insurance. The Contractor shall maintain limits no less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
1. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$100,000 per accident.

C. Deductibles and Self-Insurance Retentions. Any deductibles or self-insurance retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents, and contractors.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, and contractors.
 - d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers acceptable to the City.

F. Verification of Coverage. Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be delivered to:

City Clerk

City of Brisbane

50 Park Place

Brisbane, CA 94005

G. **Subcontractors.** The Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

5.1.5. PRICE SUBMITTAL

The Contractor shall prepare and submit to the Engineer within ten (10) working days after execution of contract, a detailed cost breakdown to serve as the basis for progress payments for bid items with a quantity of "Lump Sum" before work commences.

The cost breakdown shall be segmented into basic items of work corresponding to the Progress Schedule submitted pursuant to Section 5.1.1 "Progress Schedule" of these Special Provisions, with the aggregate equaling the Contract total. Cost breakdowns containing prices which appear unbalanced may be rejected.

The following general guidelines shall be followed:

A. There must be sufficient detail included to allow the Engineer to verify progress in accordance with the progress payments specified elsewhere. As a minimum, the cost of each Specification section shall be identified.

B. Each price must include the cost of material, equipment, and labor stated separately.

Progress payments will not be made until the detailed cost breakdown has received favorable review and approval by the Engineer.

5.1.6. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

5.2. REQUIREMENTS RELATING TO LABOR

5.2.1. PREVAILING WAGE RATES

a. General

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates which are in effect on the date that this project is advertised, which is part of the contract, shall be posted by the Contractor at a prominent place at the site

of the work.

Prevailing wage rates shall be posted at the job site.

The Contractor and each 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 by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor in accordance with the provisions of Section 1776 of the Labor Code.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of a change in location and address. The responsibility for compliance with payroll record requirements imposed by Section 1776 of the Labor Code is on the Contractor.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor and each subcontractor must furnish payroll records directly to the Labor Commissioner as set forth in Section 1771.4 of the Labor Code.

b. Federal

The payment of predetermined minimum wages on federal-aid contracts is derived from the Davis-Bacon Act of 1931 and is prescribed by 23 USC 113. The City shall comply with the federal "10-day rule" where Local Agencies are required to access the federal wage rates within ten days prior to bid opening to check if updated rates have been posted. If the updated wage rates exist, the revised federal wage rates shall be issued by an addendum by the City. The federal minimum wage rates are available directly from the Department of Labor Home Page under <http://www.wdol.gov>.

5.2.2. HOURS OF LABOR

Pursuant to Sec. 1813 of the Labor Code of the State of California, the Contractor shall forfeit as penalty to the City \$25 for each worker employed in execution of the contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without payment of overtime compensation as required by Labor Code Sec. 1815 and all amendments thereto.

5.2.3. LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Administrative Code.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5.2.4 FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS

FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph(1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

5.2.5. FEMALE AND MINORITY GOALS

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as shown in the table in Section 7-1.11C, "Female and Minority Goals," of the Standard Specifications.

For each July during which work is performed under the Contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

5.2.6. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Subagreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5.2.7. USE OF UNITED STATES FLAG-VESSELS

The CONTRACTOR agrees -

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

5.2.8. EXCAVATION SAFETY PLANS

Attention is directed to Section 6705 of the Labor Code concerning trench excavation safety plans. Excavations five (5) feet or more in depth shall not begin until the Contractor has submitted and the Engineer has returned indicating "No Exceptions Noted" the Contractor's detailed plan for worker protection from the hazards of caving ground during such excavations. The plan may be reviewed by the Engineer for completeness in accordance with federal, state and local regulations. The Engineer will not be responsible for reviewing the accuracy of assumptions, data and information used, and procedures contained in the plan or the adequacy thereof. Such plans shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. The plan shall not allow the use of shoring, sloping, or a protective system less effective than that required by the Construction Safety Orders; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan (including calculations) shall be prepared, signed and stamped by an Engineer registered as a Civil or Structural Engineer, and by an Engineer registered as a Geotechnical Engineer, in the State of California.

Such plans shall be accompanied by a copy of the Permit to Excavate that has been issued by the Division of Occupational Safety and Health as required by Labor Code Section 6500 and following.

Full compensation for trench excavation safety plans shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.2.9. ASBESTOS-RELATED WORK

The Contractor's attention is directed to Section 7058.5 of the Business and Professions Code, which states that from and after January 1, 1987, no Contractor shall engage in asbestos-related work, as defined, who is not certified by the Contractor's State License Board to do so.

The Contractor's attention is also directed to Section 6501.5, and following, of the Labor Code relative to asbestos-related work and to provisions of the General Industry Safety Orders of Title 8 of the Code of Regulations and to the BAAQMD's Regulation 11, Rule 2.

5.2.10. APPRENTICES

Attention is directed to the provisions of Section 7-1.02K(4), "Apprentices," of the Standard Specifications.

5.2.11. EMPLOYMENT ELIGIBILITY

At the request of City, Contractor shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for on behalf of Contractor are eligible to be employed in the United States. In the event Contractor is unable or unwilling to provide the employment eligibility verification within ten (10) calendar days after City's request, City may require the immediate removal from the project of such workers as specified by City, and upon any failure by Contractor to do so, City shall be entitled to terminate this Agreement.

5.3. REQUIREMENTS RELATING TO PERFORMANCE OF THE WORK**5.3.1. WORK TO BE DONE**

The work to be done consists of furnishing all labor, methods or processes, implements, tools, machinery, construction equipment, materials of any kind, and installed manufactured equipment, except as otherwise specified herein to be furnished by the City of Brisbane or from sources provided by the City of Brisbane, which are required to construct in a good and workerlike manner all the work herein specified.

5.3.2. COOPERATION

Attention is directed to Sections 5-1.20, "Coordination With Other Entities," and 5-1.36D, "Nonhighway Facilities," of the Standard Specifications and these special provisions.

5.3.3. STAKING

Staking shall conform to the provisions of Section 5-1.26, "Construction Surveys," of the Standard Specifications and these special provisions. The Contractor shall provide any necessary staking.

Full compensation for the Contractor furnishing and setting all stakes necessary to construct the project shall be considered as included in the price paid for the various contract items of work, and no additional compensation will be allowed therefore.

5.3.4. PUBLIC SAFETY

In addition to any other measures taken by the contractor pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, the Contractor shall install temporary railing between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- (1) Excavations -- Any excavation the near edge of which is 15 feet or less from the edge of the lane, except:
 - a. Excavations covered with non-skid sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public. Covers must have milled edges or be installed flush with the pavement surface.
 - b. Excavations less than one foot deep.
 - c. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
 - d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - e. Excavations in side slopes, where the slope is steeper than 4:1.
 - f. Excavations protected by existing barrier or railing.
- (2) Temporarily Unprotected Permanent Obstacles -- Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing completely in place during the same day.
- (3) Storage Area -- Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Full compensation for conforming to the requirements in this section, "Public Safety," shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed therefore.

5.3.5. ACCIDENT PREVENTION

The Contractor shall comply with the California Occupational Safety and Health Act (Labor Code Section 6300 et seq.) and Title 8 of the Code of Regulations, and will also take, or cause to be taken, such additional measures as may be necessary for the prevention of accidents.

During the performance of the work under the Contract, the Contractor shall institute controls and procedures for the control and safety of persons visiting the jobsite.

Compliance with the provisions of this Article by subcontractors will be the responsibility of the primary Contractor.

5.3.6 OBSTRUCTIONS

Attention is directed to Sections 5-1.36D, "Nonhighway Facilities," and 15, "Existing Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other

work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center	Telephone
Underground Service Alert-Northern California (USA)	811 or 1(800) 642-2444

5.3.7. INTERFERENCE WITH FIRE HYDRANTS, HIGHWAYS, AND FENCES

The Contractor shall conduct operations as not to close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permits have been obtained therefore from the proper authorities. If any highway required to be kept open shall be rendered unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary guards as shall be acceptable to the authorities having jurisdiction and to the Engineer. Any highway or street maintenance or repair work required by the City in connection with necessary operations under the Contract shall be performed by the contractor at the Contractor's own cost and expense. Fences subject to interference shall be maintained as effective barriers consistent with the original intent but, upon approval of the Engineer, they may be moved or rearranged to facilitate prosecution of the work until the work is finished, after which they shall be restored to their original location in an equal or better condition than existed prior to rearrangement.

5.3.8. PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

Due care shall be exercised to avoid damage to existing improvements, utility facilities, and adjacent property, real and personal. The fact that any existing underground improvement or facility is not shown on the Plans shall not relieve the Contractor of responsibility to ascertain the existence of any underground improvement or facility which may be subject to damage by reason of the Contractor's operations.

Any damage to improvements or property, whether above ground, below ground, or underwater, private or public, within or adjacent to the project limits, arising from, or in consequence of, the performance of the Contract shall be repaired at once by the Contractor. If the Engineer requires such repair to be made prior to the execution or continued performance of any part of the work included in this contract, the Engineer will so notify the Contractor who shall delay or discontinue the performance of that part of the work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of time for completion of the Contract will be allowed therefore.

When ordered by the Engineer to make any such repair, the Contractor shall start work thereon within four (4) hours, immediately if emergency or public safety conditions warrant, and shall prosecute the same with diligence to completion. Upon failure of the Contractor to so comply with such order, or upon the contractor's failure to make immediate emergency repairs reasonably determined by the Engineer to be necessary in the best interests of the public, the Engineer shall have authority to cause such repair to be made and to deduct the costs thereof from any money due, or which may become due, the Contractor.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor shall act to prevent, to the extent possible, such threatened loss or injury, whether or not instructed to do so by the Engineer.

5.3.9. DAMAGE REPAIR

Attention is directed to the provisions in Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications and these special provisions.

Damage to slopes or other existing facilities occurring prior to the performance of the work provided for in this contract shall be repaired or reconstructed by the Contractor, as directed by the Engineer. Such work will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

Storm damage caused by a change in the runoff pattern from that which existed on the day the Notice to Contractors for this project is dated and was the result of work by others within the right of way shall be repaired as directed by the Engineer. The total cost of ordered repair work will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

5.3.10. TRESPASS

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by the Contractor, any subcontractor, or their employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

5.3.11. PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. In any area visible to the public the following shall apply:

When practicable, broken concrete and debris developed from the project shall be disposed of concurrently with its removal.

If stockpiling of debris is necessary and approved by the Engineer, the debris developed from the project shall be removed or disposed of weekly. The Contractor shall furnish trash bins for all stockpiled debris developed from the project. All debris shall be placed in the trash bins daily. Stockpiling areas shall be in accordance with the section entitled "Areas for Contractor's Use," elsewhere in these special provisions.

Forms and falsework that are to be re-used shall be stacked neatly concurrently with their removal. Form and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.12. AREAS FOR CONTRACTOR'S USE

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use," of the Standard Specifications and these special provisions:

The project areas shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the streets or areas, or allow others to occupy the streets or areas, for purposes which are not necessary to perform the required work.

The area for Contractor use shall be provided by the Engineer during the preconstruction meeting.

Should the Contractor cause damage to the site, all corrective measures shall be done promptly at no cost to the City.

5.3.13. SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 14-8, "Noise and Vibration," of the Standard Specifications and these special provisions.

In accordance with Section 8.28.060 of the Brisbane Municipal Code, no individual piece of equipment used by the Contractor shall produce a noise level that exceeds eighty-three (83) dBA at a distance of twenty-five (25) feet from the source thereof, and the noise level from the Contractor's operations at any point outside of the property plane of the project shall not exceed eighty-six (86) dBA.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transient mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.14. DUST CONTROL

Dust control shall conform to the provisions in Section 10, "General," of the Standard Specifications, these special provisions and the site safety plan.

It is understood that the provisions in Section 10, "General," will not prevent the Contractor from applying water or dust palliative for his convenience if he so desires; however, the Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for his convenience due to the current need to conserve water.

Dust suppression measures will be used when visual or instrumental indications of dust levels indicate their necessity. A fine water spray will be used to wet soils, as necessary, using only enough water to provide dust control, so as to minimize runoff.

No separate payment will be made for any work performed or materials used to control dust resulting from the Contractor's operations either inside or outside the right of way, or for controlling dust caused by public traffic during Contractor's working hours. Full compensation for such dust control will be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.15. WATER CONSERVATION

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section, "Water Conservation," shall be constructed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these special provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment except when necessary for safety or for the protection of equipment, shall be discouraged.

5.3.16. ARCHAEOLOGICAL MONITORING

Notwithstanding anything to the contrary herein, in the event any archaeological artifacts within the project are discovered during the course of the work, the City will have and retain all right, title and interest to such artifacts and shall have the further right during the course of the contract, to examine or have examined, the site work for any such artifacts and to perform or have performed archaeological excavations and all other related work to explore for, discover, recover, and remove such artifacts from the site.

In the event the work of archaeological examination and related work delays the Contractor's work, he shall be entitled to an extension of time to complete the work equal to the number of days he is thus delayed. However, Contractor shall have no claim for compensation as a consequence of delay of his work for the period of time required by the City for such archaeological examination and related work.

5.3.17. QUALITY ASSURANCE

Testing of materials shall conform to the provisions in Section 6-2, "Quality Assurance," of the Standard Specifications and these special provisions.

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

All tests of materials will be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in these Specifications.

Except as otherwise provided in the specifications, cost of all testing of materials will be borne by the City of Brisbane. In the following instances the Contractor shall bear the costs of testing:

- (1) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
- (2) The Contractor shall assume all costs of testing materials offered in substitution of those found to be deficient;
- (3) The Contractor shall assume all costs of testing materials offered in lieu of specified materials, to prove their quality equivalence;
- (4) The contractor shall assume all costs of testing and inspection of materials manufactured or produced outside the limits of the United States; and
- (5) The Contractor shall assume all costs of testing more than three samples of each type of material.

5.3.18. SUBMITTALS TO BE FURNISHED BY THE CONTRACTOR

The Drawings listed in the Specifications shall be supplemented by the Contractor with such submittals as may be required for the prosecution of the work and approval of equipment. Submittals may include calculations, specifications, product data, samples, manuals, spare parts, photographs, schedules, or similar items required to be submitted to the Engineer by the Contract Documents. These submittals shall be approved by the Engineer before any work involving these submittals is performed. No change shall be made by the Contractor to any submittal after it has been approved by the Engineer. Submittals shall contain all required detailed information at a reasonable scale with enough views to clearly show the work to be done or the item to be furnished, and shall be properly checked.

It is expressly understood, however, that approval of the Contractor's submittals shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. The

contractor shall be solely responsible for agreement and conformity of submittals with the Contract Drawings and Specifications.

The number of materials submittals to be turned in shall be the number the contractor requires returned, plus two to be retained by the City. The copies will be returned to the Contractor marked, "No Exceptions Noted," "Make Corrections Noted and Resubmit Final File Copy," "Rejected," "Revise and Resubmit," or "Submit Specified Items," within 10 days after receipt. The contractor shall make any necessary corrections and revisions to returned submittals and shall resubmit the submittals within 10 days after receipt. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including resubmittal, without delaying construction.

5.3.19. SUBCONTRACTING

Attention is directed to the provisions in Sections 2-1.10, "Subcontractor List," and 5-1.13, "Subcontracting," of the Standard Specifications and these special provisions:

In accordance with the requirements of Section 4100 to 4113, inclusive of the Public Contract Code, each bidder shall list in his Proposal the name of each subcontractor, the location of his place of business and the portion of the work to be done by him. Only one subcontractor shall be listed for each portion of the work as defined by the bidder. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, (or specified more than one subcontractor for the same portion of the work), it shall be understood that the bidder is qualified to and will perform such work without subcontracting the same. A sheet for listing the subcontractors, as required, is in the proposal.

5.3.20. SERVICES DURING AN EMERGENCY

The contractor shall be obligated to assist the City in the event of an emergency condition as determined by the Owner in accordance with the requirements of this section.

The contractor shall make available to the Owner all mobilized equipment and personnel active on the project and shall provide supervision of such personnel under the direction of the Owner in order to perform required work to respond to an emergency condition.

The contractor shall be compensated for such assistance in accordance with Section 5.4.7.c of these specifications.

5.3.21. INSPECTION

Inspection shall conform to the provisions in Section 5-1.01, "General," of the Standard Specifications and these Special Provisions.

The work shall be subject to inspection at all times by Caltrans or the Federal Highway Administration (FHWA).

All overtime work performed shall be subject to charges for any additional inspection costs incurred by the City of Brisbane. Such charges will be made for all work performed on Saturdays, Sundays, trade union holidays and on weekdays before 8:00 a.m. or after 5:00 p.m.

5.3.22. FINAL CLEANUP

Final cleanup shall conform to the provisions of Section 22, "Finishing Roadway," of the Standard Specifications and these special provisions.

Before final inspection the Contractor shall clean the premises, and unless otherwise specified, remove all rubbish, excess materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition to the satisfaction of the Engineer.

5.3.23. COMPLIANCE WITH COUNTYWIDE HEALTH ORDER

The following information shall apply to all construction projects taking place in the City of Brisbane while San Mateo County Health Officer Order c19-5c (revised) is in effect. All future general restrictions related to COVID-19 health orders that are equal or lesser to the current order shall remain in effect through the entire contract duration.

The San Mateo County Health Officer Order No. c19-5c (revised) dated April 29, 2020 specified that all construction is essential critical infrastructure. The link to the order is here:

<https://www.smcgov.org/sites/smcgov.org/files/documents/files/Health%20Officer%20Order%20Revising%20Shelter%20In%20Place%20Through%20May%2031.pdf>

Attached are Appendix B-1, Small Construction Project Safety Protocol, and Appendix B-2, Large Construction Project Safety Protocol, of the Health Order which detail practices and procedures to work in compliance with the Health Officer's requirements (B-2 is required on projects where five or more workers are on the jobsite at any one time.) These specific requirements are mandated effective 11:59 p.m. on May 3, 2020, and will continue to be in effect until 11:59 p.m. on May 31, 2020, or until they are extended, rescinded, superseded, or amended in writing by the Health Officer.

Note Paragraph 2.b of Appendix B-1, which requires the assignment and presence of a site-specific COVID-19 supervisor, and, when applicable based on size of project or workforce, Paragraph 2.j of Appendix B-2, which requires the assignment of a COVID-19 Third Party Jobsite Safety Accountability Supervisor.

Additionally, while not intended to be exhaustive of all the requirements found in the updated order, the following short list of basic, universal employee social distancing requirements is provided for reference:

1. Maintaining at least six-foot social distancing from other individuals.
2. Washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer. (Handwashing stations or sanitizer will be readily available for any person on a job site, including city staff.)
3. Covering coughs or sneezes (into the sleeve or elbow, not hands).
4. Regularly cleaning high-touch surfaces.
5. Not shaking hands.
6. Avoiding all social interaction outside the household when sick with a fever or cough.

Face coverings as defined in Order No. c19-8 shall be worn by workers at all times with the following exceptions: when a worker is in a personal office (a single room) when others outside of that person's household are not present as long as the public does not regularly visit the room; when a construction worker is alone in a space not regularly visited by the public; and when driving alone in a motor vehicle.

5.4. TERMINATION OF OR CHANGES IN CONTRACT; CLAIMS

5.4.1. TERMINATION OF CONTROL

Section 8-1.13, "Contractor's Control Termination," of the Standard Specifications is amended to add the following:

Notice of taking over the work or parts of the work by the City of Brisbane will be served upon the Contractor in writing. Should he neglect or refuse to provide means for satisfactory compliance with the

contract as directed by the Engineer within the time specified in such notice, the City Council of the City of Brisbane, in any such case, shall have the power to suspend the operation of the contract.

Upon receiving notice of such suspension, the Contractor shall discontinue said work or said parts of it as the City Council may designate.

Upon such suspension the Contractor's control shall terminate, and thereupon the City Council, or its duly authorized representative, may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises and use the same for the purpose of completing said contract or parts thereof, and hire such force and buy or rent such additional machinery or tools, appliances, equipment, and buy such additional material and supplies at the Contractor's expense as may be necessary for the proper conduct of the work, and for the completion thereof; or may employ other parties to continue the contract to completion, employ the necessary workmen, substitution of the machinery or materials, and purchase the materials contracted for in such a manner as the City may deem proper. The City Council may annul and cancel the contract and re-let the work or any part thereof. Any excessive cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties who will be liable therefore.

In the event of such suspension, all moneys due the Contractor that have been retained in the terms of this contract shall be forfeited to the City of Brisbane, but such forfeiture will not release the Contractor or his sureties from liability or failure to fulfill the contract.

The Contractor and his sureties will be credited with the amount of money so forfeited or any excess or cost over and above the contract price arising from suspension of the operations of the contract, and the completion of the work by the City of Brisbane, as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

5.4.2. DIFFERING SITE CONDITIONS

Attention is directed to the provisions in Section 4-1.06, "Differing Site Conditions," of the Standard Specifications and these special provisions.

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor shall promptly notify the Engineer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time requirement for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

Any contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

5.4.3. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substances as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance

has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If such suspension delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor will be compensated for such delay as provided in Section 8-1.07, "Delays," of the Standard Specifications.

The City or State reserves the right to use other forces for exploratory work to identify and determine the extent of such material for removing hazardous material from such area.

5.4.4. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

Attention is directed to the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications.

If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

5.4.5. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

5.4.6. TERMINATION OF CONTRACT

The City of Brisbane may terminate the contract at any time upon a determination by the City Council that the same is in the best interests of the City. Upon such termination, the rights, duties and obligations of the parties shall be as stated in Section 8-1.14, "Contract Termination," of the State Specifications, wherein the words "Director" and "Engineer" shall mean the Engineer, and the words "State" and "Department" shall mean the City of Brisbane.

5.4.7. CHANGE ORDER BY THE ENGINEER

Change order by the Engineer shall conform to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications and these special provisions.

5.4.8. CHANGE IN CONTRACT PRICE

A. The contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the contract price.

B. The contract price may only be changed by change order. Any request for an increase in the contract price shall be based on written notice delivered by the Contractor to the Engineer promptly, but in no event later than 5 days after the date of the occurrence of the event giving rise to the request, and stating the general nature of the request, the amount of the request, and including supporting data. The request shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the contract price will be valid if not submitted in accordance with the requirements of this Article.

C. The value of any work covered by a change order or of any request for an increase or decrease in the contract price shall be determined in one of the following ways:

1. Where the work involved is covered by unit price contained in the Contract documents, by application of unit price to the quantities of the items involved; or
2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.5.3; or
3. On the basis of the cost of work plus a Contractor's fee for overhead and profit (both determined as provided in Article 5.5.1.).

5.4.9. CHANGE OF CONTRACT TIME

A. The contract time may only be changed by a change order. Any request for an extension of the contract time shall be based on written notice delivered by the Contractor to the Engineer promptly, but in no event later than 5 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request, the extent of the request, and including supporting data. The request shall be accompanied by the Contractor's written statement that the adjustment requested is the entire adjustment to which the Contractor has

reason to believe he or she is entitled as a result of the occurrence of said event. No request for an adjustment in the contract time will be valid if not submitted in accordance with the requirements of this Article.

The contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when City-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The contractor will be notified if the Engineer determines that a time extension is not justified.

B. The contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Engineer. Such delays shall include:

1. Changes.
2. Failure of the City of Brisbane to furnish access, right of way, completed facilities of related projects, drawings, materials, equipment, or services for which the City is responsible.
3. Survey error if the surveying work is performed by the City.
4. Suspension of work pursuant to Section 5.4.5 "Termination of Contract" of these special provisions.
5. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the proceeding 3-year period or as provided for in the Special Provisions.
6. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.4.10. PROTESTS

If the Contractor considers any work demanded to be outside of the requirements of the Contract, or considers any record or ruling or act or omission of the Engineer to be unfair, the Contractor shall immediately, upon such work being demanded, or such record or ruling being made, ask in writing for written instructions or decisions, whereupon the Contractor shall proceed without delay to perform the work or to conform to the record or ruling and, within 15 days after date of receipt of the written instructions or decisions, shall file a written protest with the Engineer stating clearly and in detail the basis of the protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, decisions, and acts or omissions of the Engineer shall be final and conclusive. Instructions and decisions of the Engineer contained in letters transmitting drawings to the Contractor shall be considered as written instructions and decisions subject to protest as herein provided.

5.4.11. CLAIMS

Section 9-1.22, "Arbitration of Rights," of the Standard Specifications is deleted and the following is substituted therefore:

Attention is directed to the provisions of Government Code Sections 900 to 915.4 inclusive, concerning the procedures to be followed when filing claims against the City of Brisbane. All claims shall be filed with the City Clerk. Forms specifying the information to be contained in claims against the City of Brisbane may be obtained from the City Clerk of the City of Brisbane.

5.4.12 PUBLIC CONTRACT CODE (PCC) SECTION 9204 SUMMARY

Claims submitted between 01-01-2017 and 01-01-2020.

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

- a. For the purposes of this section, the term “Claim”, “Contractor”, “mediation”, “Public Entity” “Public works project” and “Subcontractor” shall have the meaning provided for in PCC Section 9204.
- b. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.
- c. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.
- d. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).
- e. If the City fails to timely respond to a Claim or if Contractor disputes the City’s response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.
- f. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.
- g. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.
- h. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.
- i. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

5.5. PAYMENT

5.5.1. FORCE ACCOUNT PAYMENTS

Attention is directed to section 9-1.04, "Force Account Payments" of the Standard Specifications and these special provisions.

The second paragraph in Section 9-1.04 of the Standard Specifications is amended to read:

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 5 percent will be added to the total cost of said extra work including all markups specified in this Section 9-1.04. Said additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

The first paragraph in Section 9-1.03A(3), "Equipment Rental," of the Standard Specifications is amended to read:

The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and rental or other agreement, if such may exist, for use of such equipment entered into by the contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the "Labor Surcharge and Equipment Rental Rate" publication and which are rented from a local equipment agency, other than Contractor owned, the contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Section 9-1.03(3a), "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data which may assist the Engineer in the establishment of such rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

The sixth paragraph in said Section 9-1.03A(3) of the Standard Specifications is amended to read:

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Section 9-1.03A(3), "Equipment Rental," of the Standard Specifications is amended by adding Section 9-1.03A(3d), "Dump Truck Rental," as follows:

9-1.03A(3d) Dump Truck Rental -- Dump truck rental shall conform to the provisions of Sections 9-1.03A(3), "Equipment Rental," 9-1.03A(3a), "Equipment of the Work," and 9-1.03A(3b), "Equipment Not on the Work," except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump truck in performing contract item work.

In the absence of contract item work requiring dump truck rental, the Engineer will establish an hourly rate to be paid. The Contractor shall provide the Engineer with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Section 9-1.03A(1), "Labor," shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Department of Transportation publication entitled, "Labor Surcharge and Equipment Rental Rates" shall not apply.

To the total of the rental costs for fully maintained and operated dump truck there will be added a markup of 15 percent. An additional markup of 5 percent will be added by reason of performance of the work by a subcontractor. No markup will be made for labor.

The provisions of Section 9-1.03A(3c), "Owner-Operated Equipment," shall not apply to dump trucks.

5.5.2 RELIEF FROM MAINTENANCE AND RESPONSIBILITY

The Contractor may be relieved of the duty of maintenance and protection in accordance with the provisions in Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications.

5.5.3. ACCEPTANCE OF CONTRACT

Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications is amended to read:

When the Engineer has made the final inspection as provided in Section 5.3.23, "Inspection," and determined that the contract work has been completed in all respects in accordance with the Plans and Specifications, he shall recommend acceptance to the City Council of the City of Brisbane, and recommend the filing of a "Certificate of Completion" by the City Clerk. Immediately upon and after such acceptance by the City, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and he will not be required to perform any further work thereon; and the Contractor shall be relieved of his responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the City of Brisbane, except as otherwise provided under the terms of the contract.

5.5.4. PAYMENT

Attention is directed to the provisions of Section 9-1.16, "Progress Payments," and Section 9-1.17, "Payment after Contract Acceptance," of the Standard Specifications and these special provisions.

For purposes of making partial payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract item or work shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes. The retention amount in Section 9-1.16, "Progress Payments" shall at no time exceed 5%.

Pursuant to Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said items, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated into the work.

5.5.5. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and

Section 10262 of the California Public Contract Code. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Attention is directed to the provisions of Section 9-1.16E, "Withholds," of the Standard Specifications and these special provisions.

Pursuant to the Government Code of the State of California, commencing with Section 4590 of Chapter 13, Division 5, Title I: securities may be substituted for any moneys withheld from payments. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Brisbane or with a state or federally chartered bank as the escrow agent who will make payment of funds withheld. Upon satisfactory completion of the contract, the securities will be returned to the Contractor.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California or bank or savings and loan certificate of deposit.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this provision shall include the following provisions:

- (1) the amount and value of securities to be deposited;
- (2) the providing of powers of attorney or other documents necessary for the transfer of securities to be deposited;
- (3) the terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor; and
- (4) the termination of the escrow upon completion of the contract.

The Contractor shall obtain the written consent of the surety to such agreement.

5.5.6. FINAL PAYMENT

Attention is directed to the provisions of Section 9-1.17, "Payment After Contract Acceptance," Section 9-1.17B, "Payment Before Final Estimate," and Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications and these special provisions:

A. Section 9-1.17B, "Payment Before Final Estimate," is deleted.

B. Section 9-1.17D, "Final Payment and Claims," is amended to add the following: Final payment shall not be due until thirty-five (35) days after the Notice of Completion has been recorded.

5.5.7. PAYMENT OF TAXES

Except as otherwise specifically provided in these Special Provisions, the contract price shall include full compensation for all current and future taxes which the Contractor is required to pay, whether imposed by Federal, State, or local government, and no tax exemption certificate or any other document designed to exempt the Contractor from payment of tax will be furnished to the Contractor by the City.

SECTION 6.
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SECTION 7. PERMITS AND LICENSES AND PUBLIC UTILITY COORDINATION

7.1. PERMITS AND LICENSES

Procurement of permits and licenses shall conform to the requirements of Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

The Contractor shall obtain all permits required by the City of Brisbane to do the work. The Contractor and all subcontractors shall obtain and pay all fees for a City of Brisbane Business License prior to starting work and shall maintain same at all times during the life of the Contract.

7.2. PUBLIC UTILITY COORDINATION, MATERIALS, INSTALLATION AND RELOCATIONS

It shall be the Contractor's responsibility to coordinate all the work of utility research, mark-out, relocation and adjustment to finish grade including all work to be done by the owners of the public utilities involved.

Contractor shall notify U.S.A. Underground two working days (48 hours) prior to starting work.

All relocations of apparent or discovered utility lines in conflict with the Contractor's work (e.g., Pac Bell, TCI, SFWD, PG&E, etc.) shall be accomplished by the forces of the appropriate utilities, except as noted. Work shall be performed in a manner that will not result in the shutoff of power by PG&E. The Contractor shall notify the appropriate utility company at least 48 hours in advance of working in the vicinity of any utilities in the project area.

The Contractor shall assume full responsibility for the location of all existing utilities prior to the commencement of any construction activity (e.g., excavation, clearing, grubbing, and trenching) which may damage any existing utilities.

Except as otherwise noted specifically on the Plans, the Contractor shall protect from damage all presently existing or newly installed utilities, including all above or below ground utilities, pipelines, whether pressurized or gravity flow, and signalization or street lighting conduit systems. Any and all damage resulting directly or indirectly from the operations or actions of the Contractor or his forces shall be repaired to its original condition, or better, at the Contractor's sole expense in accordance with these Special Provisions and the Standard Specifications.

Full compensation for conforming to the provisions of this section, including research, coordination, protection, furnishing plans and locating all existing underground and above ground utilities, and their protection shall be considered included in prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SECTION 8. MATERIALS & SUBMITTALS

8.1. GENERAL

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these special provisions:

Except as provided under "City-Furnished Materials" of these special provisions, all materials required to complete the work under this contract shall be furnished by the Contractor.

8.2. CITY-FURNISHED MATERIALS

Attention is directed to Section 6-2.03, "Department-Furnished Materials," of the Standard Specifications and these special provisions.

The City will furnish water connection and supply.

8.3. SUBMITTALS TO BE FURNISHED BY THE CONTRACTOR

The tables listed in the Specifications shall be supplemented by the Contractor with such submittals as may be required for the prosecution of the work and approval of equipment. Submittals may include calculations, specifications, product data, samples, manuals, spare parts, photographs, schedules, or similar items required to be submitted to the Engineer by the Contract Documents. These submittals shall be approved by the Engineer before any work involving these submittals is performed. No change shall be made by the Contractor to any submittal after it has been approved by the Engineer. Submittals shall contain all required detailed information at a reasonable scale with enough views to clearly show the work to be done or the item to be furnished, and shall be properly checked.

It is expressly understood, however, that approval of the Contractor's submittals shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. The contractor shall be solely responsible for agreement and conformity of submittals with the Contract Drawings and Specifications.

The number of materials submittals to be turned in shall be the number the contractor requires returned, plus two to be retained by the City. The copies will be returned to the Contractor marked, "No Exceptions Noted," "Make Corrections Noted and Resubmit Final File Copy," "Rejected," "Revise and Resubmit," or "Submit Specified Items," within 10 days after receipt. The contractor shall make any necessary corrections and revisions to returned submittals and shall resubmit the submittals within 10 days after receipt. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including resubmittal, without delaying construction.

8.4. MATERIAL SUBMITTAL LIST

The materials proposed by the contractor to be used on this contract shall be submitted for approval by the Engineer within 10 calendar days after the execution of the contract.

The list supplied is intended to be comprehensive but no claim for its completeness is implied and submittals of the completed list will not relieve the Contractor of supplying all information needed or of complying with any of the other requirements of the specifications. Revised lists may be issued and items may be added or deleted to the list supplied.

Manufacturer's cut sheets, specifications, and shop drawings shall be supplied along with the submittal list for all applicable products on the list, and shall be in conformance with the following requirements:

(1) Shop Drawings -- Shop drawings are drawings, diagrams, schedules and other data specially prepared in accordance with these special provisions for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

Contractor shall identify details on Shop Drawings by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Sections and Paragraphs of the Specifications.

(2) Product Data -- Product Data are illustrations, test results, mill certification, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

Contractor shall identify each item or package of Product Data by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Sections and Paragraphs of the Specifications.

Manufacturer's catalog cut sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data shall:

- a. Have each copy clearly marked to identify pertinent materials, products, models, finish, etc.
- b. Show clearly all standard options included.
- c. Show dimensions and clearances required.
- d. Show performance characteristics and capacities.

Where Product Data, as submitted, contains extraneous information, unmarked options or is incomplete, it shall be returned to the Contractor without review.

(3) Samples -- Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

Samples shall be tagged or otherwise clearly identified as to pertinent information illustrated and specific relationship to the work, and shall show the name and address of the subcontractor or agency submitting them, the date, and the name of the work for which they are intended. Sample submittals shall include results of tests run by the Contractor or suppliers which support acceptability of the material.

Unless the Engineer determines that Samples must be retained for reference purposes, Samples will be returned when so requested by the Contractor. No Sample shall be incorporated into the work unless specific approval is given by the Engineer.

Charges for submission of Samples and for their return shall be borne by the Contractor.

(4) Submission Requirements -- Contractor shall make submittals promptly and in such sequence as to cause no delay in the work or in the work of any other contractor.

(5) Number of Submittals Required --

- a. Shop Drawings: Submit the number of copies which the Contractor requires, plus (3) copies which will be retained by the Engineer.
- b. Product Data: Submit the number of copies which the Contractor requires, plus three (3) which will be retained by the Engineer.
- c. Samples: Submit the number stated in each Specification Section.

(6) Submittals Shall Contain --

- a. The date of submission and the dates of any previous submissions.

- b. The project title and number.
- c. Contractor identification.
- d. The names of:
 - 1. Contractor
 - 2. Supplier
 - 3. Manufacturer
- e. Specifications Section number and Bid Item or Items pertaining to the item.
- f. Field dimensions, clearly identified as such.
- g. Relation to adjacent or critical features of the work or materials.
- h. Applicable standards, such as ASTM, Federal, or City Specification numbers. Certified Test Results indicating performance of materials/products with regard to Specifications requirements.
- i. Identification of deviation from Contract Documents. All substitutions or deviations from the contract requirements must be clearly identified in the submittal.
- j. Identification of revisions or resubmittals.
- k. An 8" x 3" blank space for contractor and Engineer stamps.
 - l. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of contract documents.

The General Contractor shall be required to review and approve all submittals and provide them stamped and signed as evidence thereof, prior to submitting them to the Engineer for review. Submittals which are not stamped and signed by the General Contractor will be rejected.

The Contractor shall submit all lists, drawings, data and specifications sufficiently in advance of construction, to permit no less than 10 calendar days for review and appropriate action by the Engineer.

(7) Resubmission Requirements -- Make all corrections or changes in the submittals required by the Engineer and resubmit.

For Shop Drawings and Product Data:

- a. Revise initial drawings or data, and resubmit as specified for the initial submittal.
- b. Indicate any changes which have been made other than those requested by the Engineer.

Samples: Submit new Samples as required for initial submittal.

(8) Payment -- The preparation of the plans, drawings, and necessary documents shall be considered as included in the price paid for the various contract items of work and no additional compensation will be made therefor.

FILE NO.

PROJECT: GUADALUPE CANYON PARKWAY SAFETY IMPROVEMENTS PROJECT

Sheet 1

Bid Item No.	Spec. Sect No.	Description	Manufacturer/Producer	Approval		ENGINEERING REVIEW Subject to:		
				Yes	No	Testing & Inspection	Cert. Of Compliance	Comments
N/A	5.1.1	Construction Schedule		X				
N/A	5.1.5	Cost Breakdown		X				
N/A	10.1.1	Order of Work (if applicable)		X				
N/A	10.1.4	Construction Area Traffic Control Plan		X				
N/A	10.1.5	Public Notification		X				
3, 4	10.4.3	Thermoplastic Stripes & Markings		X			X	
3	10.4.4	Pavement Markers		X			X	
7	10.5.2	Signs (incl. Solar LED Flashing Warning Signs)		X			X	
N/A	11	Water Pollution Control Plan		X				

Remarks: _____

SECTION 9. DESCRIPTION OF WORK

As shown in the Guadalupe Canyon Parkway Safety Improvements Project plans and required by these specifications and special provisions, this project includes, but is not limited to, furnishing all labor, materials and equipment necessary for:

- On Guadalupe Canyon Pkwy between Bayshore Blvd and western city limit, project will include new edgeline and centerline rumble stripes (traffic stripe on top of rumble strip), traffic lane and bike lane line striping, and new and upgraded signage. Work will consist of grinding and removal of existing traffic striping and markings, milling for both centerline and edgeline rumble strips which will not exceed an excavation depth of 1 inch within the existing pavement, adding new class II bike lane striping and signage along the shoulders, and upgrading existing flashing beacons with solar-powered LED flashing warning signs. Post installation for signs will not exceed an excavation depth of 2 feet in native soil along the edge of roadway.

The project is to be performed in accordance with and as described and provided in the Plans and Specifications therefore and the proposed form of contract thereof, all of which are on file in the Office of the Director of Public Works and the City Clerk of the said City, and to which special reference is hereby made and which are made a part hereof.

SECTION 10. CONSTRUCTION DETAILS

10.1. GENERAL

10.1.1. PROPOSED ORDER OF WORK

When required by the special provisions or plans, the Contractor shall follow the sequence of operations as set forth therein.

The Engineer proposes execution of the work in the staged and sequential order as follows:

1. Remove all existing pavement stripes, markings, and markers and immediately replace with temporary reflective raised pavement markers. Layout of temporary markers shall conform to the new striping configuration shown in the plans.
2. Preserve centerline. Remove edgeline and centerline temporary markers and install edgeline and median rumble strips. Stripe edgelines and median lines over rumble strips.
3. Remove remaining temporary markers and stripe lane lines, crosswalks, stop lines, and pavement markings.
4. Remove flashing beacons and install signage.

The Contractor may choose whether or not to follow the sequence outlined above. If the Contractor chooses to follow his own sequence, he shall submit a plan for order of work to be approved by the Engineer prior to starting work.

Full compensation for submittal of order of work will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

10.1.2. MOBILIZATION

Attention is directed to Section 9-1.16, "Progress Payments," of the Standard Specifications and these special provisions.

When the contract does not include a contract pay item for mobilization as above specified, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10.1.3. CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with provisions in Section 12-3.11, "Construction Area Signs," of the Standard Specifications and these special provisions.

Full compensation for construction area signs shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Flashing arrow sign(s) will be required for all lane closures.

10.1.4. MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety," specified elsewhere in these special provisions.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (ROAD WORK AHEAD) or C24 (SHOULDER WORK AHEAD) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 12 feet without written approval from the Engineer.

Section 12-1.04 of the Standard Specifications is amended as follows: The Contractor shall pay fully the cost of furnishing all flaggers, including transporting flagmen to provide for passage of public traffic.

Contractor shall make provisions for emergency vehicle access during closures. Lane closures on Guadalupe Canyon Pkwy will be allowed only between Monday and Friday from 8 am to 5 pm. The Contractor shall maintain one twelve-foot traffic lane in each direction open at any time construction operations are in progress. Cones, signing, and flagging shall conform to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

Pedestrians and cyclists shall be provided safe access during the entire length of the contract. Cyclists shall be allowed to share the full travel lane with motor vehicles. Signs that indicate full use of the travel lane by cyclists and direct motorists and cyclists to share the road shall be placed in the work zone and in advance of lane closures. Where motorists and cyclists are required to share the road, signs shall indicate a speed limit zone of 25 MPH.

The Contractor shall submit a construction area traffic control plan for approval by the Engineer before the commencement of any work, including the location and type of advance warning signs and detour routes, as required.

During the progress of work, when so directed by the Engineer, the Contractor shall submit supplemental traffic control plans. Said supplemental plans shall be approved by the Engineer before the affected item of work is begun. Traffic control plans shall show the placement of all signs, barricades, delineators and other traffic control devices required by the Contractor's operation.

The Contractor shall furnish, erect and maintain all construction area traffic control devices within the project and at all public road entrances to the project. All traffic control devices shall be in accordance with the latest edition of the MUTCD and the Caltrans Standard Plans and supplemented by the Work Area Traffic Control Handbook (Building News).

Any deviation in traffic control from the references mentioned above shall not be allowed unless the Engineer grants advance written approval.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for maintaining traffic, including construction area traffic control plan(s) as specified in the Standard Specifications and these special

provisions, and as directed by the Engineer, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10.1.5. PUBLIC NOTIFICATION

The Contractor shall be responsible for the posting of construction warning signs before and during performance of the work, as well as the removal of same after completion of the work. At least one week prior to commencement of work, the contractor shall provide temporary advance warning signs such as sign panels or changeable message signs at the limits of the work to notify drivers, bicyclists, and pedestrians of the upcoming project and potential delays. This shall include temporary "No Parking" signs.

The City of Brisbane will assume the responsibility to tow illegally parked vehicles that interfere with the Contractor's operations so long as the "NO PARKING" signs are properly posted at the site, 72 hours in advance of the work.

Each resident or business within the project limits shall be provided with written, hand-delivered notification one week in advance of construction and again 24 hours before construction begins.

Full compensation for public notification shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10.1.6. WATERING

Watering shall conform to the provisions in Section 10-6, "Watering," of the Standard Specifications.

10.2. EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provision in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

Except as otherwise provided by damaged materials in Section 15-1.03, "Construction," of the Standard Specifications, the material to be salvaged shall remain the property of the City, and shall be cleaned, packaged, bundled, tagged and hauled to the Corporation Yard at the intersection of Tunnel Avenue and Lagoon Road. The Contractor shall notify the Engineer and the Public Works Supervisor at 415/508-2130 a minimum of 48 hours prior to hauling salvaged material to the Corporation Yard.

If the Contractor damages a part of a loop conductor specified to remain in place, including the part leading to the adjacent pull box, the Contractor shall replace the entire loop detector and any adjacent loops damaged during the replacement.

10.2.1. CLEARING & GRUBBING

Clearing and grubbing shall conform to the requirements in Section 17-2, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

All shade and ornamental trees shall be preserved unless otherwise designated on the plans or marked for removal.

Plants and lawn in front of residences shall be preserved adjacent to new shoulder construction where natural ground surface and finished grade are compatible, unless otherwise designated on the plans, and as directed by the Engineer.

Tree trimming will be required only where it is necessary to clear construction equipment unless otherwise shown on the plans.

Existing tree stumps inside limits of work shall be removed to a point of one foot (1.0') below finished grade, unless otherwise shown on plans. Tree roots that interfere with construction shall be cut off in a workmanlike manner.

Grass and weeds may be thoroughly incorporated with the native soil by disking or other means. Materials containing grass and weeds shall be used outside the paved portion of the roadway only.

All pavement surfaces and cracks within the construction area shall be free of weeds, grass and other vegetation before any surface treatments can be applied.

Burning will be permitted when done in conformance with "Air Pollution Control," of the general provisions.

Full compensation for clearing and grubbing shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10.3. RUMBLE STRIPS

Rumble strips shall conform to the requirements in Section 84-8, "Rumble Strips," of the Standard Specifications and these special provisions.

Indentations must comply with the dimensions shown and not vary more than:

1. 10 percent in length
2. 0.06 inch in depth
3. 10 percent in width
4. 1 inch in center-to-center spacing between rumble strips

On ground areas, apply a fog seal coat under Section 37-4.02, "Fog Seals," of the Standard Specifications.

The contract unit price paid per lineal foot for Rumble Strip shall include full compensation for furnishing all materials, tools, equipment and incidentals for preparing asphalt surface, grinding and disposing of asphalt millings, sweeping, and fog seal coat as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4. STRIPING

10.4.1. REMOVE EXISTING STRIPING

Removal of existing traffic stripes and pavement markings shall conform to to the requirements in Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Removal of existing pavement markers shall conform to the requirements in Section 81-8.03B, "Remove Pavement Markers," of the Standard Specifications and these special provisions.

If the Contractor damages a part of a loop conductor specified to remain in place, including the part leading to the adjacent pull box, the Contractor shall replace the entire loop detector and any adjacent loops damaged during the replacement.

On ground areas, apply a fog seal coat under Section 37-4.02, "Fog Seals," of the Standard Specifications.

The contract lump sum price paid for Remove Existing Striping shall include full compensation for furnishing all materials, tools, equipment and incidentals for grinding and removal of existing traffic stripes, pavement markings, and pavement markers, sweeping of residue, and fog seal coat as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4.2. TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3, "Traffic Handling Equipment and Devices," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

GENERAL.--Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation and edgeline delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE AND CENTERLINE DELINEATION.--Whenever lanelines and centerlines are obliterated the minimum laneline and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" as shown in Section 8 of this contract.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary lane line or centerline delineation consisting entirely of temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet, shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. C18 "ROAD CONSTRUCTION AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R63 "DO NOT PASS" signs shall be installed at the beginning and at every 2,000 foot interval within "no passing" zones. R64 "PASS WITH CARE" signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the requirements in "Construction Area Signs" of these special provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation (including the signing specified for "no passing" zones) for those areas where temporary lane line and centerline delineation are required and for providing equivalent patterns of permanent traffic lines for such areas when required; shall be considered as included in the contract

prices paid for the items of work that obliterated the lane line and centerline pavement delineation and no separate payment will be made therefore.

TEMPORARY EDGELINE DELINEATION.--Whenever edge line are obliterated and temporary pavement delineation is required to replace those edge lines, the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall, at the option of the Contractor, consist of either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 100 feet.

Four-inch wide traffic stripe placed for temporary edge line delineation, which will require removal, shall conform to the requirements of temporary traffic stripe (tape) specified herein. The quantity of temporary traffic stripe (tape) used for this temporary edge line delineation will not be included in the quantities of tape or paint to be paid for.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edge line delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edge lines, the Contractor shall provide personnel to check the job site to maintain the cones or delineators during all hours that they are in use.

Channelizers used for temporary edge line delineation shall be surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in the section of these special provisions entitled "Pavement Markers," except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (36") listed in "Pre-qualified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

Temporary edgeline delineation consisting entirely of temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet, shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Temporary edge line delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary edgeline delineation for those areas where temporary edgeline delineation is required shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefore.

10.4.3. THERMOPLASTIC TRAFFIC STRIPES & PAVEMENT MARKINGS

Thermoplastic traffic stripes (thermoplastic traffic lines) and pavement markings shall conform to the provisions in Section 84-1, "General," and 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic striping and pavement markings shall be used to replace existing thermoplastic and painted striping and pavement markings. Where striping and/or markings joins existing, the Contractor shall begin and end the transition from the existing striping and/or marking pattern into the new striping and/or marking pattern a sufficient distance to ensure continuity of the striping pattern.

Contractor is required to submit a template and photos of all existing striping configurations that will be affected by this section, which will be subject to approval by the Engineer. Any work that would obliterate, cover or otherwise remove existing striping shall not be permitted to occur until said submittal is approved by the Engineer.

Thermoplastic materials shall comply with State Specification PTH-02SPRAY.

The contract unit price paid for Traffic Stripe shall include full compensation for furnishing all materials, tools, equipment and incidentals for placing and maintaining the thermoplastic traffic stripes as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid for Pavement Marking shall include full compensation for furnishing all materials, tools, equipment and incidentals for placing and maintaining the thermoplastic pavement markings as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4.4. PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these special provisions.

Certificates of compliance shall be furnished for pavement markers.

When bituminous adhesive is used for pavement marker placement, traffic control during placement operations shall conform to the requirements of "Maintaining Traffic," of these special provisions.

Where pavement markers join existing markers, the Contractor shall begin and end the transition from the marker pattern into the new marker pattern a sufficient distance to ensure continuity of the pavement markers.

The contract unit price paid for Traffic Stripe shall include full compensation for furnishing all materials, tools, equipment and incidentals for placing and maintaining pavement markers as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4.5. OBJECT MARKERS

Type P(CA) (OM-3L) object markers shall be placed on the median nose locations shown on the plans and shall conform to California MUTCD standards.

The contract unit price paid for Object Markers shall include full compensation for furnishing all materials, tools, equipment and incidentals for placing object markers as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4.6. DELINEATORS

Delineator posts shall conform to the provisions in Section 81-2, "Delineators," of the Standard Specifications and these special provisions. Install white surface-mounted Class 1 flexible delineator posts at edge of pavement on the eastbound side of the roadway where specified on the plans.

The contract unit price paid for Delineators shall include full compensation for furnishing all materials, tools, equipment and incidentals for placing flexible delineator posts as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.5. SIGNS

10.5.1. REMOVE FLASHING BEACONS

Flashing beacon assemblies, including poles and beacon lights, shall be removed from concrete footing and removed from power source. Removal from power shall be compliant with National Electric Code standards. Pull boxes and concrete footings shall remain in place.

The contract unit price paid for Remove Existing Flashing Beacon shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing poles and lights and disconnecting from existing power, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.5.2. ROADSIDE SIGNS

Signs shall conform to the provisions in Section 82, "Signs and Markers," of the Standard Specifications and these special provisions.

Certificates of compliance shall be furnished for sign panels. All sign panels shall use High Intensity Prismatic or Diamond Grade Prismatic sheeting.

Unless specified on the plans, all Roadside Signs shall be installed with metal posts which shall conform to the provisions 82-3.02B, "Metal Posts," of the Standard Specifications and these special provisions. All sign post locations shall be verified in the field by the City Inspector prior to installation. All posts used shall be breakaway posts unless otherwise specified on the plans.

Signs shall have a mounting height of at least 7 ft from the bottom of the sign panel to the elevation of the near edge of pavement. Sign panels shall be placed so that the edge of the panel is at least 1.5 ft away from the edge of pavement.

Flashing LED warning signs shall be TAPCO BlinkerSign or equal product to be approved by the Engineer. The Contractor shall be responsible for programming flashing LED lights and shall provide a hard copy of the user manual to the Engineer after installation and programming.

The contract unit price paid for Roadside Sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing roadside signs, poles, and brackets, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid for Solar-Powered LED Flashing Warning Sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing signs, poles, solar panel equipment, and brackets and programming LED lights, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 11. STORMWATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES

An interim sediment and erosion control plan will be required for work during the rainy season, identified in the Brisbane Municipal Code as October 15 to April 15 per the California Stormwater Best Management Practices Handbook for Construction Activity prepared for the Stormwater Quality Task Force. In addition to the sediment and erosion control plan, normal construction operations shall also conform to the California Stormwater Best Management Practices.

Water Pollution Control Program shall comply with Section 13-2, "Water Pollution Control Program," of the Standard Specifications. The Contractor shall prepare a Water Pollution Control Plan (WPCP) and submit two copies to the Engineer within seven days of Contract approval.

Full compensation for preparation of and implementation of the Best Management Practices and the WPCP shall be considered as included in the contract price paid for the various items of work involved, and no separate payment will be made therefore.

**APPENDIX B-1: Small Construction Project Safety Protocol**

1. Any construction project meeting any of the following specifications is subject to this Small Construction Project Safety Protocol (“SCP Protocol”), including public works projects unless otherwise specified by the Health Officer:
 - a. For residential projects, any single-family, multi-family, senior, student, or other residential construction, renovation, or remodel project consisting of 10 units or less. This SCP Protocol does not apply to construction projects where a person is performing construction on their current residence either alone or solely with members of their own household.
 - b. For commercial projects, any construction, renovation, or tenant improvement project consisting of 20,000 square feet of floor area or less.
 - c. For mixed-use projects, any project that meets both of the specifications in subsection 1.a and 1.b.
 - d. All other construction projects not subject to the Large Construction Project Safety Protocol set forth in Appendix B-2.
2. The following restrictions and requirements must be in place at all construction job sites subject to this SCP Protocol:
 - a. Comply with all applicable and current laws and regulations including but not limited to OSHA and Cal-OSHA. If there is any conflict, difference, or discrepancy between or among applicable laws and regulations and/or this SCP Protocol, the stricter standard shall apply.
 - b. Designate a site-specific COVID-19 supervisor or supervisors to enforce this guidance. A designated COVID-19 supervisor must be present on the construction site at all times during construction activities. A COVID-19 supervisor may be an on-site worker who is designated to serve in this role.
 - c. The COVID-19 supervisor must review this SCP Protocol with all workers and visitors to the construction site.
 - d. Establish a daily screening protocol for arriving staff to ensure that potentially infected staff do not enter the construction site. If workers leave the jobsite and return the same day, establish a cleaning and decontamination protocol prior to entry and exit of the jobsite. Post the daily screening protocol at all entrances and exits to



- e. the jobsite. More information on screening can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>.
- f. In the event of a confirmed case of COVID-19 at any jobsite, the following must take place:
 - i. Immediately remove the infected individual from the jobsite with directions to seek medical care.
 - ii. Each location the infected worker was at must be decontaminated and sanitized by an outside vendor certified in hazmat clean ups, and work in these locations must cease until decontamination and sanitization is complete.
 - iii. The County Public Health Department must be notified immediately and any additional requirements per the County health officials must be completed, including full compliance with any tracing efforts by the County.
- g. Practice social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the construction project.
- h. Where construction work occurs within an occupied residential unit, separate work areas must be sealed off from the remainder of the unit with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative entry/exit door to the entry/exit door used by residents. Available windows and exhaust fans must be used to ventilate the work area. If residents have access to the work area between workdays, the work area must be cleaned and sanitized at the beginning and at the end of workdays. Every effort must be taken to minimize contact between workers and residents, including maintaining a minimum of six feet of social distancing at all times.
- i. Where construction work occurs within common areas of an occupied residential or commercial building or a mixed-use building in use by on-site employees or residents, separate work areas must be sealed off from the rest of the common areas with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative building entry/exit door to the building entry/exit door used by residents or other users of the building. Every effort must be taken to minimize contact between worker and building residents and users, including maintaining a minimum of six feet of social distancing at all times.
- j. Prohibit gatherings of any size on the jobsite, including gatherings for breaks or eating, except for meetings regarding compliance with this protocol or as strictly necessary to carry out a task associated with the construction project.
- k. Cal-OSHA requires employers to provide water, which should be provided in single-serve containers. Sharing of any of any food or beverage is strictly prohibited and if sharing is observed, the worker must be sent home for the day.
- l. Provide personal protective equipment (“PPE”) specifically for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the



- m. activity being performed. At no time may a contractor secure or use medical-grade PPE unless required due to the medical nature of a jobsite. Face coverings must be worn in compliance with the Health Officer's Order No. C19-8, dated April 18, 2020, or any subsequently issued or amended order.
- n. Strictly control "choke points" and "high-risk areas" where workers are unable to maintain six-foot social distancing and prohibit or limit use to ensure that six-foot distance can easily be maintained between individuals.
- o. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professionals and other project consultants, government agency representatives, including building and fire inspectors, and residents at residential construction sites.
- p. Stagger trades as necessary to reduce density and allow for easy maintenance of a minimum six-foot separation.
- q. Discourage workers from using others' desks, work tools, and equipment. If more than one worker uses these items, the items must be cleaned and disinfected with disinfectants that are effective against COVID-19 in between use by each new worker. Prohibit sharing of PPE.
- r. If hand washing facilities are not available at the jobsite, place portable wash stations or hand sanitizers that are effective against COVID-19 at entrances to the jobsite and in multiple locations dispersed throughout the jobsite as warranted.
- s. Clean and sanitize any hand washing facilities, portable wash stations, jobsite restroom areas, or other enclosed spaces daily with disinfectants that are effective against COVID-19. Frequently clean and disinfect all high touch areas, including entry and exit areas, high traffic areas, restrooms, hand washing areas, , tools, and equipment.
- t. Maintain a daily attendance log of all workers and visitors that includes contact information, including name, phone number, address, and e-mail.
- u. Post a notice in an area visible to all workers and visitors instructing workers and visitors to do the following:
 - i. Do not touch your face with unwashed hands or with gloves.
 - ii. Frequently wash your hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
 - iii. Clean and disinfect frequently touched objects and surfaces such as work stations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
 - iv. Cover your mouth and nose when coughing or sneezing, or cough or sneeze into the crook of your arm at your elbow/sleeve.
 - v. Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms. If you feel sick, or have been exposed to anyone who is sick, stay at home.



- vi. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum six feet at all times. If not possible, wear the necessary PPE for working in close proximity to another person.
- vii. Do not carpool to and from the jobsite with anyone except members of your own household unit, or as necessary for workers who have no alternative means of transportation.
- viii. Do not share phones or PPE.

**APPENDIX B-2: Large Construction Project Safety Protocol**

1. Any construction project meeting any of the following specifications is subject to this Large Construction Project Safety Protocol (“LCP Protocol”), including public works projects unless otherwise specified by the Health Officer:
 - a. For residential construction projects, any single-family, multi-family, senior, student, or other residential construction, renovation, or remodel project consisting of more than 10 units.
 - b. For commercial construction projects, any construction, renovation, or tenant improvement project consisting of more than 20,000 square feet of floor area.
 - c. For construction of Essential Infrastructure, as defined in section 16.c of the Order, any project that requires five or more workers at the jobsite at any one time.
2. The following restrictions and requirements must be in place at all construction job sites subject to this LCP Protocol:
 - a. Comply with all applicable and current laws and regulations including but not limited to OSHA and Cal-OSHA. If there is any conflict, difference or discrepancy between or among applicable laws and regulations and/or this LCP Protocol, the stricter standard will apply.
 - b. Prepare a new or updated Site-Specific Health and Safety Plan to address COVID-19-related issues, post the Plan on-site at all entrances and exits, and produce a copy of the Plan to County governmental authorities upon request. The Plan must be translated as necessary to ensure that all non-English speaking workers are able to understand the Plan.
 - c. Provide personal protective equipment (PPE) specifically for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the activity being performed. At no time may a contractor secure or use medical-grade PPE, unless required due to the medical nature of a job site. Face Coverings must be worn in compliance with the Health Officer’s Order No. C19-8, dated April 18, 2020, or any subsequently issued or amended order.
 - d. Ensure that employees are trained in the use of PPE. Maintain and make available a log of all PPE training provided to employees and monitor all employees to ensure proper use of the PPE.
 - e. Prohibit sharing of PPE.



- f. Implement social distancing requirements including, at minimum:
- i. Stagger stop- and start-times for shift schedules to reduce the quantity of workers at the jobsite at any one time to the extent feasible.
 - ii. Stagger trade-specific work to minimize the quantity of workers at the jobsite at any one time.
 - iii. Require social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the project.
 - iv. Prohibit gatherings of any size on the jobsite, except for safety meetings or as strictly necessary to carry out a task associated with the project.
 - v. Strictly control “choke points” and “high-risk areas” where workers are unable to maintain minimum six-foot social distancing and prohibit or limit use to ensure that minimum six-foot distancing can easily be maintained between workers.
 - vi. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professionals and other project consultants, government agency representatives, including building and fire inspectors, and residents at residential construction sites.
 - vii. Prohibit workers from using others’ phones or desks. Any work tools or equipment that must be used by more than one worker must be cleaned with disinfectants that are effective against COVID-19 before use by a new worker.
 - viii. Place wash stations or hand sanitizers that are effective against COVID-19 at entrances to the jobsite and in multiple locations dispersed throughout the jobsite as warranted.
 - ix. Maintain a daily attendance log of all workers and visitors that includes contact information, including name, address, phone number, and email.
 - x. Post a notice in an area visible to all workers and visitors instructing workers and visitors to do the following:
 1. Do not touch your face with unwashed hands or with gloves.
 2. Frequently wash your hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
 3. Clean and disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
 4. Cover your mouth and nose when coughing or sneezing or cough or sneeze into the crook of your arm at your elbow/sleeve.
 5. Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms. If you feel sick, or have been exposed to anyone who is sick, stay at home.
 6. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum six-feet distancing at all times. If not possible, wear the necessary PPE for working in close proximity to another person.
 7. Do not share phones or PPE.
 - xi. The notice in section 2.f.x must be translated as necessary to ensure that all non-English speaking workers are able to understand the notice.



- g. Implement cleaning and sanitization practices in accordance with the following:
 - i. Frequently clean and sanitize, in accordance with CDC guidelines, all high-traffic and high-touch areas including, at a minimum: meeting areas, jobsite lunch and break areas, entrances and exits to the jobsite, jobsite trailers, hand-washing areas, tools, equipment, jobsite restroom areas, stairs, elevators, and lifts.
 - ii. Establish a cleaning and decontamination protocol prior to entry and exit of the jobsite and post the protocol at entrances and exits of jobsite.
 - iii. Supply all personnel performing cleaning and sanitization with proper PPE to prevent them from contracting COVID-19. Employees must not share PPE.
 - iv. Establish adequate time in the workday to allow for proper cleaning and decontamination including prior to starting at or leaving the jobsite for the day.
- h. Implement a COVID-19 community spread reduction plan as part of the Site-Specific Health and Safety Plan that includes, at minimum, the following restrictions and requirements:
 - i. Prohibit all carpooling to and from the jobsite except by workers living within the same household unit, or as necessary for workers who have no alternative means of transportation.
 - ii. Cal-OSHA requires employers to provide water, which should be provided in single-serve containers. Prohibit any sharing of any food or beverage and if sharing is observed, the worker must be sent home for the day.
 - iii. Prohibit use of microwaves, water coolers, and other similar shared equipment.
- i. Assign a COVID-19 Safety Compliance Officer (SCO) to the jobsite and ensure the SCO's name is posted on the Site-Specific Health and Safety Plan. The SCO must:
 - i. Ensure implementation of all recommended safety and sanitation requirements regarding the COVID-19 virus at the jobsite.
 - ii. Compile daily written verification that each jobsite is compliant with the components of this LCP Protocol. Each written verification form must be copied, stored, and made immediately available upon request by any County official.
 - iii. Establish a daily screening protocol for arriving staff, to ensure that potentially infected staff do not enter the construction site. If workers leave the jobsite and return the same day, establish a cleaning and decontamination protocol prior to entry and exit of the jobsite. Post the daily screening protocol at all entrances and exit to the jobsite. More information on screening can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>.
 - iv. Conduct daily briefings in person or by teleconference that must cover the following topics:
 - 1. New jobsite rules and pre-job site travel restrictions for the prevention of COVID-19 community spread.
 - 2. Review of sanitation and hygiene procedures.
 - 3. Solicitation of worker feedback on improving safety and sanitation.
 - 4. Coordination of construction site daily cleaning/sanitation requirements.
 - 5. Conveying updated information regarding COVID-19.
 - 6. Emergency protocols in the event of an exposure or suspected exposure to COVID-19.
 - v. Develop and ensure implementation of a remediation plan to address any non-compliance with this LCP Protocol and post remediation plan at entrance and exit of jobsite during



- remediation period. The remediation plan must be translated as necessary to ensure that all non-English speaking workers are able to understand the document.
- vi. The SCO must not permit any construction activity to continue without bringing such activity into compliance with these requirements.
 - vii. Report repeated non-compliance with this LCP Protocol to the appropriate jobsite supervisors and a designated County official.
- j. Assign a COVID-19 Third-Party Jobsite Safety Accountability Supervisor (JSAS) for the jobsite, who at a minimum holds an OSHA-30 certificate and first-aid training within the past two years, who must be trained in the protocols herein and verify compliance, including by visual inspection and random interviews with workers, with this LCP Protocol.
- i. Within seven calendar days of each jobsite visit, the JSAS must complete a written assessment identifying any failure to comply with this LCP Protocol. The written assessment must be copied, stored, and, upon request by the County, sent to a designated County official.
 - ii. If the JSAS discovers that a jobsite is not in compliance with this LCP Protocol, the JSAS must work with the SCO to develop and implement a remediation plan.
 - iii. The JSAS must coordinate with the SCO to prohibit continuation of any work activity not in compliance with rules stated herein until addressed and the continuing work is compliant.
 - iv. The remediation plan must be sent to a designated County official within five calendar days of the JSAS's discovery of the failure to comply.
- k. In the event of a confirmed case of COVID-19 at any jobsite, the following must take place:
- i. Immediately remove the infected individual from the jobsite with directions to seek medical care.
 - ii. Each location the infected worker was at must be decontaminated and sanitized by an outside vendor certified in hazmat clean ups, and work in these locations must cease until decontamination and sanitization is complete.
 - iii. The County Public Health Department must be notified immediately and any additional requirements per the County health officials must be completed, including full compliance with any tracing efforts by the County.
- l. Where construction work occurs within an occupied residential unit, any separate work area must be sealed off from the remainder of the unit with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative entry/exit door to the entry/exit door used by residents. Available windows and exhaust fans must be used to ventilate the work area. If residents have access to the work area between workdays, the work area must be cleaned and sanitized at the beginning and at the end of workdays. Every effort must be taken to minimize contact between workers and residents, including maintaining a minimum of six feet of social distancing at all times.
- m. Where construction work occurs within common areas of an occupied residential or commercial building or a mixed-use building in use by on-site employees or residents, any separate work area must be sealed off from the rest of the common areas with physical barriers such as plastic

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PUBLIC HEALTH, POLICY & PLANNING

sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative building entry/exit door to the building entry/exit door used by residents or other users of the building. Every effort must be taken to minimize contact between worker and building residents and users, including maintaining a minimum of six feet of social distancing at all times.

File Attachments for Item:

F. Sierra Point Lighting and Landscaping District

1. Approve Resolution No. 2020-26, Appointing Attorney for the Sierra Point Landscaping and Lighting District for the Fiscal Year 2020-2021.
2. Approve Resolution No. 2020-27, Appointing Engineer for the Sierra Point Landscaping and Lighting District for the Fiscal Year 2020-2021.”
3. Approve Resolution No. 2020-28, “A Resolution of Preliminary Approval of Engineer's Report - Fiscal Year 2020-2021 - Sierra Point Landscaping and Lighting District”
4. Approve Resolution No. 2020-29 “A Resolution of Intention to order the levy and collection of assessments pursuant to the Landscaping and Lighting Act of 1972 - Fiscal Year 2020-2021 - Sierra Point Landscaping and Lighting District”



CITY COUNCIL AGENDA REPORT

Meeting Date: May 21, 2020

From: Karen Kinser, Deputy Director of Public Works

Subject: Sierra Point Landscape and Lighting District Annual Appointments, Preliminary Approval of Engineer's Report and Intention to Order the Levy and Collection of Assessments

Community Goal/Result

Economic Development

Purpose

To begin the process that will ultimately provide a public hearing to consider imposition of annual tax roll charges that fund Sierra Point's Landscape and Lighting Assessment District, which provides for maintenance of the landscaping, irrigation and lighting installed in 1989.

Recommendation Adopt the following resolutions:

1. Resolution No. 2020-26, "Appointing Attorney for the Sierra Point Landscaping and Lighting District for the Fiscal Year 2020-2021."
2. Resolution No. 2020-27, "Appointing Engineer for the Sierra Point Landscaping and Lighting District for the Fiscal Year 2020-2021."
3. Resolution No. 2020-28, "A Resolution of Preliminary Approval of Engineer's Report - Fiscal Year 2020-2021 - Sierra Point Landscaping and Lighting District"
4. Resolution No. 2020-29, "A Resolution of Intention to order the levy and collection of assessments pursuant to the Landscaping and Lighting Act of 1972 - Fiscal Year 2020-2021 - Sierra Point Landscaping and Lighting District"

Background

These four resolutions are part of the required annual process for the Sierra Point Landscaping and Lighting District. In order, they appoint an Attorney and an Engineer of Record for the landscaping and lighting district, preliminarily approve the Engineer's Report (which specifies the work to be completed, the cost of the work, and the proportionate share of the costs within the district for the next fiscal year), and indicate intention to order the levy and collection of assessments for said district.

Discussion

The requested actions begin the annual process that provides funding for the operation and maintenance of the Sierra Point Landscaping and Lighting District. At a later meeting, a Public Hearing will be held to confirm and order the Improvements/Assessments.

If the Council chooses to not approve these Resolutions, then the city will most likely not have a mechanism to collect the assessments which fund the operation and maintenance of the landscaping, irrigation and lighting at Sierra Point.

Fiscal Impact


There is no direct fiscal impact as a result of approving the recommended resolutions; all work to be completed in this phase of the process will be completed by existing staff.

Measure of Success

Approval of the Engineer's Report and confirming the assessments will allow for the ongoing maintenance and improvements of the landscaping, lighting and pathways at Sierra Point.

Attachments

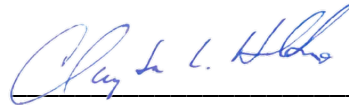
1. Resolution Nos. 2020-26, 2020-27, 2020-28, 2020-29
2. Engineer's Report



Karen Kinser, Deputy Director of Public Works



Randy Breault, Director of Public Works/City Engineer



Clay Holstine, City Manager

RESOLUTION NO. 2020-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
APPOINTING ATTORNEY FOR THE SIERRA POINT
LANDSCAPING AND LIGHTING DISTRICT
FISCAL YEAR 2020-2021**

WHEREAS, the City Council of the City of Brisbane has determined to undertake proceedings for the levy and collection of assessments upon the several lots or parcels of land in the Sierra Point Landscaping and Lighting District pursuant to the Landscaping and Lighting Act of 1972 for the construction or installation of improvements, including the maintenance or servicing, or both, thereof for the fiscal year 2020-2021; and

WHEREAS, the public interest and general welfare will be served by appointing and employing an attorney for the preparation and conduct of said proceedings;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brisbane as follows:

Thomas McMorrow, Attorney at Law, or his successor, is hereby appointed and employed to do and perform all legal services required for said proceedings.

Terry O'Connell
Mayor

I, Ingrid Padilla, duly appointed and City Clerk of the City of Brisbane, do hereby certify that the foregoing Resolution No. 2020-26 was duly and regularly adopted at a regular meeting of the City Council of the City of Brisbane on the 21st day of May, 2020 by the following vote:

AYES:
NOES:
ABSENT:

Ingrid Padilla
City Clerk

RESOLUTION NO. 2020-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
APPOINTING ENGINEER FOR THE SIERRA POINT
LANDSCAPING AND LIGHTING DISTRICT
FISCAL YEAR 2020-2021**

WHEREAS, the City Council of the City of Brisbane has determined to undertake proceedings for the levy and collection of assessments upon the several lots or parcels of land in the Sierra Point Landscaping and Lighting District, pursuant to the Landscaping and Lighting Act of 1972 for the construction or installation of improvements, including the maintenance or servicing, or both, thereof for fiscal year 2020-2021;

WHEREAS, the public interest and general welfare will be served by appointing and employing an engineer for the preparation and conduct of said proceedings;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brisbane as follows:

Karen A. Kinser, P.E., Deputy Director of Public Works, is hereby appointed and employed as Engineer of Work, employed in order to perform all engineering work necessary in and for said proceedings.

Terry O'Connell
Mayor

I, Ingrid Padilla, duly appointed and City Clerk of the City of Brisbane, do hereby certify that the foregoing Resolution No. 2020-27 was duly and regularly adopted at a regular meeting of the City Council of the City of Brisbane on the 21st day of May, 2020 by the following vote:

AYES:
NOES:
ABSENT:

Ingrid Padilla
City Clerk

RESOLUTION NO. 2020-28**A RESOLUTION OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT
FISCAL YEAR 2020 – 2021****SIERRA POINT
LANDSCAPING AND LIGHTING DISTRICT**

RESOLVED, by the City Council of the City of Brisbane, California, that

WHEREAS, the Engineer of Work has prepared and filed with the Clerk of said City a report, in writing, all as therein more particularly described, under and pursuant to the Landscaping and Lighting Act of 1972;

WHEREAS, under and pursuant to said Act, the report has been presented to this Council for consideration; and

WHEREAS, said Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that neither said report, nor any part thereof should be modified in any respect.

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED and ORDERED, as follows:

1. That the plans and specifications for the existing improvements and the proposed new improvements to be made within the assessment district or within any zone thereof, contained in said report, be, and they are hereby, preliminarily approved.

2. That the Engineer's estimate of the itemized and total costs and expenses of said improvements, maintenance and servicing thereof, and of the incidental expenses in connection therewith, contained in said report, be, and each of them are hereby, preliminarily approved.

3. That the diagram showing the exterior boundaries of the assessment district referred to and described in said Engineer's Report and also the boundaries of any zones therein and the lines and dimensions of each lot or parcel of land within said district as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which the report applies, each of which lot or parcel of land has been given a separate number upon said diagram, as contained in said report, be, and it is hereby, preliminarily approved.

4. That the proposed assessment of the total amount of the estimated costs and expenses of the proposed improvements upon the several lots or parcels of land in said district in proportion to the estimated benefits to be received by such lots or parcels, respectively, from said improvements including the maintenance or servicing, or both, thereof, and of the expenses incidental thereto, as contained in said report, be, and they are hereby, preliminarily approved.

5. That said report shall stand as the Engineer's Report for the purpose of all subsequent proceedings to be had.

Approved:

Terry O'Connell
Mayor

I, the undersigned, hereby certify that the foregoing Resolution No. 2020-28, was adopted by the City Council of the City of Brisbane, at a regular meeting thereof held on the 21st day of May, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

Ingrid Padilla
City Clerk

RESOLUTION NO. 2020-29

**A RESOLUTION OF INTENTION TO ORDER THE LEVY AND COLLECTION
OF ASSESSMENTS
PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972
FISCAL YEAR 2020-2021**

**SIERRA POINT
LANDSCAPING AND LIGHTING DISTRICT**

RESOLVED, by the City Council of the City of Brisbane, California, as follows:

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972, the Engineer of Work of said City has prepared and filed with the Clerk of this City the written report, which said submitted report has been preliminarily approved by this Council in accordance with said Act;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED and ORDERED, as follows:

1. In its opinion the public interest and convenience require and it is the intention of this Council to order the levy and collection of assessments for Fiscal Year 2020-2021 pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the Streets and Highways Code of the State of California, for the construction or installation of the improvements, including the maintenance or servicing, or both, thereof, more particularly described in Exhibit "A" hereto attached and by reference incorporated herein.

2. The cost and expenses of said improvements, including the maintenance or servicing, or both, thereof, are to be made chargeable upon the assessment district designated as Sierra Point Landscaping and Lighting District, the exterior boundaries of which district are the composite and consolidated area as more particularly described on a map thereof on file in the office of the Clerk of said City, to which reference is hereby made for further particulars. Said map indicates by a boundary line the extent of the territory included in the district and of any zone thereof and the general location of said district.

3. Said Engineer's Report prepared by the Engineer of Work of said City, preliminarily approved by this Council, and on file with the Clerk of this City is hereby referred to for a full and detailed description of the improvements, the boundaries of the assessment district and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the district.

4. Notice is hereby given that on June 18, 2020, or as soon thereafter as the matter may be heard, at the Brisbane Community Meeting Room, Brisbane City Hall, 50 Park Place, Brisbane, California, the City Council shall convene and hold a public meeting to receive public testimony with respect to said assessments, pursuant to Government Code Section 59954.6. The City Clerk is authorized to cause publication of notice of said public meeting pursuant to Government Code 6063 and to mail such notice by first-class mail to the owners of the property to be assessed as shown by the last equalized assessment roll said notice shall contain the information as specified by Government Code Section 54954.6 (C)(2).

5. Notice is hereby given that on June 18, 2020, or as soon thereafter as the matter may be heard, at the Brisbane Community Meeting Room, Brisbane City Hall, 50 Park Place, Brisbane, California, be and the same are hereby appointed and fixed as the time and place for a

hearing by this Council on the question of the levy and collection of the proposed assessment for the construction or installation of said improvements, including the maintenance and servicing, or both, thereof, and when and where it will consider all oral statements and all written protests made or filed by any interested person at or before the conclusion of said hearing, against said improvements, the boundaries of the assessment district and any zone therein, the proposed diagram or the proposed assessment, to the Engineer's estimate of the cost thereof, and when and where it will consider and finally act upon the Engineer's Report.

6. The Clerk of said City is hereby directed to give notice of said hearing by causing a copy of this Resolution to be published once in the San Mateo Times, a newspaper published and circulated in San Mateo County, there being no newspaper published in said City, and by conspicuously posting a copy thereof upon the official bulletin board customarily used by the City for the posting of notices, said posting and publication to be had and completed at least ten (10) days prior to the date of hearing specified herein.

7. The office of the City Manager of said City is hereby designated as the office to answer inquiries regarding any protest proceedings to be had herein, and may be contacted during regular office hours at City Hall, 50 Park Lane, Brisbane, California 94005 or by calling (415) 508-2110.

Approved:

Terry O'Connell
Mayor

I, the undersigned, hereby certify that the foregoing Resolution No. 2020-29, was adopted by the City Council of the City of Brisbane, at a regular meeting thereof held on the 21st day of May, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

Ingrid Padilla
City Clerk

EXHIBIT “A” to Resolution No. 2020-29

Description of District Purpose

**SIERRA POINT
LANDSCAPING AND LIGHTING DISTRICT**

- a) The construction or installation, including the maintenance or servicing, or both, thereof, of public landscaping, including irrigation, trees, shrubs, grass, or other vegetation.
- b) The construction or installation, including the maintenance or servicing, or both, thereof, of public lighting facilities, including standards, poles and electric current or energy.

CITY OF BRISBANE

SIERRA POINT

LANDSCAPING AND LIGHTING DISTRICT

ENGINEER'S REPORT

on the
Levy of an Assessment
for the
2020 - 2021 Fiscal Year

Prepared by

Karen Kinser, P.E.
Deputy Director of Public Works

May 11, 2020

I. BACKGROUND

In 1983, the Brisbane City Council determined to undertake proceedings under the provisions of Division 15, Part 2, of the California Streets and Highways Code, entitled “Landscaping and Lighting Act of 1972”, for the formation of an assessment district for the purpose of constructing, installing, maintaining and servicing the following facilities within said district:

- a) Public landscaping, including trees, shrubs, grass, other vegetation, and irrigation facilities.
- b) Public lighting facilities, including standards, poles, and electric current or energy.

The proposed district was designated the “Sierra Point Landscaping and Lighting District”.

This report was prepared as part of an annually occurring process to detail the assessment charges and district expenses covering the 2020 - 2021 fiscal year.

II. PLANS AND SPECIFICATIONS

The original plans and specifications for this assessment district have been separately bound but are incorporated herein by this reference thereto.

III. ESTIMATE OF COSTS

The costs of this assessment district for the 2020 - 2021 fiscal year are estimated to be as follows:

ZONE 1 & 2 CONSTRUCTION & MAINTENANCE COSTS

		FY 20/21
	Employee costs	126,924
	Supplies and services	410,670
	Administrative costs	73,748
	TOTAL ZONE 1 & 2	\$611,342

Supplies and services includes safety clothing, maintenance of vehicles and equipment, small tools and supplies, landscape and irrigation maintenance including materials, electricity, and water.

Administrative charges are indirect, overhead costs to manage the district.

A detailed breakdown of these costs is available to assessees upon request.

Costs associated with this assessment district for the 2020 - 2021 fiscal year are to be paid as follows:

ZONE 1 & 2 FUNDING SOURCES

		FY 20/21
	Assessment charges	591,719
	Supplement from Reserves	19,623
	TOTAL ZONE 1 & 2	\$611,342

IV. DIAGRAM

The assessment diagrams for Zones 1 and 2 are attached hereto and are a part of this report.

V. ASSESSMENT

The assessments to be made against the assessable lots and parcels of land within this assessment district are attached hereto and are a part of this report.

Respectfully submitted,

Dated 5/11/2020



Karen Kinser, P.E.
Deputy Director of Public Works

Filed in the office of the City Clerk of the City of Brisbane, San Mateo County, California, this _____ day of _____, 2020.

Ingrid Padilla
City Clerk

Filed in the office of the County Controller-Auditor of the County of San Mateo, California, this _____ day of _____, 2020.

Juan Raigoza
County Controller

ASSESSMENT ROLL

<u>ASSESSMENT NUMBER</u>	<u>ASSESSOR'S PARCEL NUMBER</u>	<u>PARCEL AREA, AC.</u>	<u>ASSESSMENT</u>
<u>ZONE 1</u>			
A 1	007—165—010	4.52	\$25,180
A 2	007—165—020	8.87	49,414
A 3	007—165—110	3.44	19,164
A 4	007—165—050	6.13	34,148
A 5	007—164—020	5.66	31,530
A 6	007—164—010	10.20	56,823
A 7	007—165—130	9.78	54,483
A 8	007—165—140	7.13	39,720
A 9	007—165—150	5.93	33,035
A 10	007—163—030	3.52	19,609
A 11	007—163—040	3.08	17,158
A 12	007—165—120	4.56	25,404
C 1	015—010—530	Note ¹	0
C 2	015—010—560	6.92	38,551
C 3	015—010—570	8.57	47,742
C 4	015—010—580	8.56	47,686
C 5	015—010—610	2.41	13,427
Subtotal Zone 1		99.29	\$553,074

¹ Although previously assessed, this parcel is owned by California State Lands Commission, which is exempt from local assessments.

ZONE 2

B 1	None (placeholder only)		-0-
B 2	005—162—430 (Ptn)	15.2	7,189
B 3	005—162—300	66.5	31,456
B 4	005—162—400 (Ptn)	Note ²	-0-
B 5	005—162—410 (Ptn)	0.2 ³	-0-
B 6	005—162—390	Note ⁴	-0-
B 7	005—162—420 (Ptn)	Note ⁴	-0-
	Subtotal Zone 2	81.7	\$ 38,645
	Total	180.99	\$591,719

METHOD OF ASSESSMENT SPREAD

The amounts to be assessed against the parcels of property to pay the costs and expenses of the work and improvements shall be based on the estimated benefits to be derived by the various properties within the assessment district.

Construction and maintenance costs shall be segregated by zone, and then spread to the parcels within each zone in proportion to the area of the benefited parcels within the zone.

Incidental expenses shall be spread proportional to the area of benefited parcels within the assessment district.

Due to the County Auditor's requirement that individual parcel assessments be rounded to the nearest even cent, the total of said individual assessments may not exactly equal the total estimate of costs.

² This portion of this parcel is private land over which the public has been granted access for use as the street, Tunnel Avenue.

³ No assessment has been imposed for a value less than \$100.

⁴ B6 and B7 are publicly owned portions of Tunnel Avenue.

NAMES AND ADDRESSES OF OWNERS

ASSESSMENT NUMBER	APN NUMBER	ASSESSEE
A-1	007-165-010	BP3 SF4 1000 Marina LLC 4380 La Jolla Village Dr. Suite 230 San Diego, CA 92122
A-2	007-165-020	BP3 SF5 3000 3500 Marina LLC 4380 La Jolla Village Dr. Suite 230 San Diego, CA 92122
A-3	007-165-110	SNH Brisbane Ca LLC 255 Washington St Newton, MA 02458
A-12	007-165-120	PPF OFF 7000 Marina Blvd LP C/O Morgan Stanley Real Estate Advisor 555 California St. 21 st Floor San Francisco, CA 94101
A-4	007-165-050	Grand Sierra Properties, Inc. 150 Executive Park Blvd. #4000 San Francisco, CA 94134
A-5	007-164-020	HCP Life Science REIT, Inc. 1920 Main St, Suite 1200 Irvine, CA 92614
A-6	007-164-010	HCP Life Science REIT, Inc. 1920 Main St, Suite 1200 Irvine, CA 92614
A-7 A-8 A-9	007-165-130 007-165-140 007-165-150	Slough Brisbane LLC 1920 Main St. Suite 1200 Irvine, CA 92614
A-10	007-163-030	Summit Hospitality 114 LLC 12600 Hill Country Blvd., #R-100 Austin, TX 78738
A-11	007-163-040	Bre Sh Brisbane Owner LLC PO Box A-3956 Chicago, IL 60690-3956

B-2 B-3 B-4 B-5	005-162-430 005-162-300 005-162-400 005-162-410	Oyster Point Properties, Inc. 150 Executive Park Blvd. #4200 San Francisco, CA 94134-3332
B-6 B-7	005-162-390 005-162-420	City of Brisbane 50 Park Place Brisbane, CA 94005
C-1	015-010-530	State of California C/O State Lands Commission Attn: Title Unit 100 Howe Ave., Ste. 100 Sacramento, CA 95825
C-2	015-010-560	HCP Life Sciences REIT, Inc. 3000 Meridian Boulevard #200 Franklin, TN 37067
C-3	015-010-570	ARE San Francisco No. 17 LLC C/O Deloitte & Touche Attn: Shanna Lehman PO Box 847 Carlsbad, CA 92018
C-4	015-010-580	Areus Inc. 1125 Trenton Harbourton Rd. Titusville, NJ 08560
C-5	015-010-610	AP3 - SF1 4000 Shoreline LLC PO Box 927729 San Diego, CA 92192

G.

File Attachments for Item:

G. Award the construction contract for the 2020 Slurry Seal Project to Graham Contractors, Inc. in the amount of \$ 223,862 and authorize the Mayor to sign the Agreement on behalf of the City



CITY COUNCIL AGENDA REPORT

Meeting Date: May 21, 2020

From: Karen Kinser, Deputy Director of Public Works

Subject: Construction Contract for 2020 Slurry Seal Project (No. 920E)

Community Goal/Result

Safe Community

Purpose

Provide preventative maintenance and repair to various streets in Brisbane.

Recommendation

Award the construction contract for the 2020 Slurry Seal Project to Graham Contractors, Inc. in the amount of \$ 223,862, and authorize the Mayor to sign the Agreement on behalf of the City.

Background

The City received six bids on May 12, 2020:


Graham Contractors, Inc.	\$ 223,862.00
Bond Blacktop, Inc.	\$ 243,060.00
Dryco Construction, Inc.	\$ 252,270.00
Intermountain Slurry Seal, Inc.	\$ 254,254.00
American Asphalt Repair & Resurfacing Co., Inc.	\$ 263,124.00
Pavement Coatings Co.	\$ 272,640.00

Staff reviewed the apparent low bid and determined that the proposal was responsive and the bidder was responsible. The low bid was below the engineer's estimate of \$ 262,500 and below the budgeted amount for construction. Impacts to pedestrians, cyclists, and the motoring public will be minimal during construction, which is expected to occur in summer of 2020.

Fiscal Impact

Funds are available from three sources:

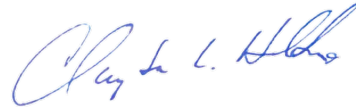
• FY 19-20 SB 1 RMRA	\$86,423
• SB 1 Loan Repayment	\$5,274
• Measure A Sales Tax and State Gas Tax	\$132,165



Karen Kinser, Deputy Director of Public Works



Randy Breault, Director of Public Works/City Engineer



Clay Holstine, City Manager

File Attachments for Item:

H. Guadalupe Channel Erosion Control

1. Authorize publication of the Notice Inviting Bids for Guadalupe Channel Erosion Control (Project No. 9018).
2. Authorize the Mayor to sign the Agreement on the city's behalf with the low, responsive and responsible bidder, on the condition that the low, responsive and responsible bid price is less than or equal to the engineer's estimate plus a reasonable variance.



CITY COUNCIL AGENDA REPORT

Meeting Date: May 21, 2020

From: Karen Kinser, Deputy Director of Public Works

Subject: Guadalupe Channel Erosion Control (Project No. 9018)

Community Goal/Result

Ecological Sustainability - Brisbane will be a leader in setting policies and practicing service delivery innovations that promote ecological sustainability

Purpose

The project repairs erosion at bends in the Guadalupe Channel east of Bayshore Boulevard to the Machinery Road Bridge, replants native trees, shrubs and grasses, and removes sediment in the mixing basin and culverts west of and under Bayshore.

Recommendation

1. Authorize publication of the Notice Inviting Bids for Guadalupe Channel Erosion Control (Project No. 9018).
2. Authorize the Mayor to sign the Agreement on the city's behalf with the low, responsive and responsible bidder, on the condition that the low, responsive and responsible bid price is less than or equal to the engineer's estimate plus a reasonable variance.

Background

On June 7, 2018, Council approved a professional services agreement with Wood Rodgers, Inc. and their subconsultants to provide civil and biological design, and environmental consultant services for the project. That agenda report is attached.

Discussion

The project reconstructs 400 feet of channel in the existing alignment by installing manufactured stabilization material along the channel bottom and along slopes in select locations. Those slopes will be laid back at a 27-degree angle and filled with rock and soil suitable for planting. Native trees, brush and seeds will be planted in a new "riparian oak woodland planting area" above the top of bank, in a "transition zone planting area", and in a "salt marsh area" (see Sheet 12 of plans). Additionally, built up sediment in the "mixing basin" west of Bayshore Boulevard and in the three culverts under Bayshore will be removed. During channel reconstruction, flows will be diverted and any fish in the stream will be relocated with nets.

Permits are required from the California Department of Fish and Wildlife, the San Francisco Bay Regional Water Quality Control Board, the Army Corps of Engineers, and the Bay Conservation

and Development Commission. Permit applications were submitted in March, and preliminary comments have been received. Permits are anticipated to be issued well in advance of the August 1, 2020 expected start of construction, with any final requirements incorporated either as an addendum to the bid documents or as a change order.

Environmental requirements and project factors dictate the bidding and construction timeline. Construction must start outside the raptor nesting season. The project biologist will perform a survey prior to construction, with nesting expected to be complete by mid-July. The just over two-month channel construction and hydro-seeding work must be complete before the October 15 start of the rainy season. Revegetation is best performed in the rainy season, and the city has contracted with the Watershed Nursery to have nearly 6,000 container plants ready for planting in December and January. The contractor is required to provide plant establishment for five years, which includes installation of a temporary irrigation system and replacement of any plants that do not survive and thrive in the first three years.

For California Environmental Quality Act (CEQA) compliance, the project was determined to require a Mitigated Negative Declaration (MND), which was adopted by City Council on January 16, 2020, together with the Mitigation Monitoring and Reporting Program (MMRP). No further action on the environmental determination is required by Council.

The MMRP and the permits will require extensive long-term monitoring, logging and reporting of the ecological conditions at the site beyond construction support services. Design subconsultant HT Harvey has estimated their costs to perform this work will be \$140,000.

Fiscal Impact

Fund 400-9018 had fees in the amount of \$1,400,000 collected from the NER Development Agreement for this work.

The engineer's estimate for the construction project to be advertised following recommendations in this staff report is \$659,500. Total project costs are as follows:

Construction cost estimate (base bid + additive alternates)	\$659,500
Contingency (15%)	\$ 98,925
Design fees	\$253,495
Additional soil sampling/soil handling plan	\$ 25,169
Plant procurement contract	\$ 44,099
Biological construction support, as-built permit reporting	\$ 53,068
Mitigated Negative Declaration filing fee	\$ 2,457
Total permit fees (RWQCB, CDFW)	\$ 41,126
10-year environmental monitoring	<u>\$140,000</u>
TOTAL	\$1,318,000

The timing of bidding and construction is controlled by conditions described in the Discussion section above. Final receipt and review of contractors' bids will need to occur in the summer when Council will not be meeting. Staff has therefore requested that in addition to approving the Notice Inviting Bids, Council also approve the Mayor signing an agreement with the low, responsive, responsible bidder as long as the contract amount is less than or equal to the engineer's estimate plus a reasonable variance. While we anticipate receiving favorable bids due to contractors experiencing a shortage of backlogged work, it is reasonable for estimates to vary plus or minus 15%. Assuming the contract is executed during summer recess, the matter will be brought back to Council in September for ratification.

Measure of Success

Opening of the project to competitive bids that will enable the City to select a qualified contractor for the construction work.

Attachments

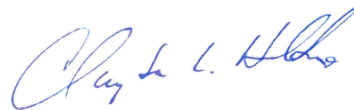
1. June 7, 2018 Council agenda report awarding PSA for design services to Wood Rodgers, Inc.
2. Guadalupe Channel Erosion Control Project contract documents



Karen Kinser, Deputy Director of Public Works



Randy Breault, Director of Public Works/City Engineer



Clay Holstine, City Manager

City of Brisbane

Agenda Report

TO: Honorable Mayor and City Council

FROM: Karen Kinser, Deputy Director of Public Works

VIA: Randy Breault, Director of Public Works/City Engineer via Clayton Holstine, City Manager

SUBJECT: Guadalupe Channel Erosion Control Project Engineering Design Services

DATE: June 7, 2018

City Council Goals:

To design infrastructure and public facilities to be efficient, cost effective and to contribute to the cohesion and character of the community. (#2)

To maintain and improve infrastructure. (#3)

To develop plans and pursue opportunities to protect natural resources. (#8)

Purpose:

To approve a Professional Services Agreement for the Guadalupe Channel Erosion Control Project with consultant Wood Rodgers, Inc. for the scope of services included in the proposal dated April 30, 2018. The recommendation provided below also incorporates any minor changes that may be requested by the consultant and approved by the City Attorney.

Recommendation:

Approve the Professional Services Agreement with Wood Rodgers, Inc. in the amount of \$253,495 for Engineering Design Services for the Guadalupe Channel Erosion Control Project as described in Attachment A.

Background:

The 2006 second amendment to the development agreement for the Northeast Ridge with Brookfield Homes required repair of the scour that occurred at curves/alignment changes in the Guadalupe Channel east of Bayshore Blvd before its outfall into the lagoon. In 2004, Brookfield Homes originally began working with RBF Consultants, who developed

drawings to 70% design. With the sale of the development contract to Toll Brothers, the administration of the consultant contract was transferred to city staff. RBF was unable to enter into a consultant contract under the terms offered at the time.

Since then, the principal engineer responsible for the 70% design moved to the Wood Rodgers firm, and the attached scope of work and fee was requested and provided. The design will pick up at the 70% plan preparation level previously achieved.

Discussion:

California Government Code §4526 requires the selection of professional engineering services to be made "... on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required".

The City has worked with Wood Rodgers' engineer Harvey Oslick dating back to 2004 with respect to the design, environmental studies, and permitting required for this project, and based on a satisfactory experience with work performed by Oslick and his unique, in-depth knowledge of this particular project, staff developed a Scope of Work and then negotiated content and final price with Wood Rodgers as presented in Attachment A. Additionally, the sub-consultant team providing environmental studies is the same as it was in 2004.

Fiscal Impact:

The cost for the design of the Guadalupe Channel Erosion Control Project is \$253,495. Cash for the work resides in Fund 400-9018. (Note that approximately \$150,000 of this fee is related to required environmental analysis, studies, and permitting.)

Measure of Success

Completion of bid-ready plans and specifications for the Guadalupe Channel Erosion Control Project.

Attachments:

- A. Proposal for Engineering Design Services for the Guadalupe Channel Erosion Control Project
- B. Professional Services Agreement between the City of Brisbane and Wood Rodgers, Inc.



Deputy Director of Public Works



Director of Public Works/City Engineer



City Manager



WOOD RODGERS

April 30, 2018

Ms. Karen Kinser, P.E.
Deputy Director of Public Works
City of Brisbane
50 Park Place
Brisbane, California 94005-1310

Subject: Guadalupe Channel Erosion Control Project

Dear Karen,

This proposal updates the proposal provided by Wood Rodgers, Inc. (Wood Rodgers) in October 2015. The expected level of effort is unchanged since 2015. Planning for sediment removal from the storm drainage systems and channel access through the Bayshore Boulevard culvert is not expected to significantly impact our work. However, we have updated the fee estimate to reflect current charge rates.

Wood Rodgers has the expertise necessary to prepare plans, specifications and estimates (PS&Es) for the Guadalupe Channel Erosion Control Project and has assembled a highly qualified team to provide environmental processing and permitting support for the project. Mr. Harvey Oslick, P.E., now at Wood Rodgers, was responsible for the Guadalupe Channel Studies prepared by RBF Consulting (RBF) with Mr. Patrick Boursier of H.T. Harvey & Associates (H.T. Harvey) in 2004. Harvey Oslick will serve as the Project Manager and primary point of contact for this project. Wood Rodgers has teamed with H.T. Harvey to provide planting plans, support permitting, and Circlepoint to complete the California Environmental Quality Act (CEQA) documentation for the project. Patrick Boursier has since retired, and Dr. Kelly Hardwicke will be the primary point of contact at H.T. Harvey.

Mr. Scott Steinwert will lead the Circlepoint team with Ms. Jennifer Gallerani Marquez as day-to-day project manager. It is anticipated that the key environmental issue for this project will be related to the sensitive biological resources associated with the channel habitat.

The overall intent of the proposed Scope of Services, attached as **Exhibit A**, is to provide PS&Es for erosion control measures along the Guadalupe Channel between the Bayshore Boulevard culvert and the Machinery Road Bridge. The fee estimate for the proposed Scope of Services is included as **Exhibit B** (attached).

Ms. Karen Kinser
April 30, 2018
Page 2

The primary differences between this proposal and the proposal provided by RBF in 2007 are as follows:


1. This proposal includes a detailed topographic survey of the project reach. The benefits of the proposed survey include determining the following: 1) whether or not any changes to the stream cross sections have occurred since 2004; 2) identification of the precise locations of trees that require special attention during construction; and 3) development of a digital design surface that will allow for more precise design and quantity take-offs that will reduce the potential for issues that could generate change orders during construction. The effort required to collect and process the survey data is partially offset by reduced drafting effort.
2. Permitting has become more difficult since the previous scoping. Associated with this is greater complexity in identifying and planning mitigation. These elements have significantly increased the expected cost of project planning since 2004. For example, agencies' concerns over a new species such as the green sturgeon and smelt necessitate involvement from the National Marine Fisheries Service which had not previously been considered.

As originally anticipated, the Scope of Services is based on preparation of an Initial Study leading to approval of a Mitigation Negative Declaration (IS/MND).

The subconsultant proposals from H.T. Harvey and Circlepoint are attached and included in the Scope of Services by reference. These documents provide additional scope details and charge rates that are not shown in Exhibits A and B. We propose to perform the work on a time and material basis, not to exceed the fee listed in Exhibit B without prior authorization. Work not completed in 2018 would be subject to rate increases according to updated charge rates.

Please contact Harvey Oslick at (916) 326-5296 or at hoslick@woodrogers.com if you have any questions regarding this proposal.

Sincerely,



Jonathan Kors, P.E.
Vice President



Harvey Oslick, P.E.
Associate

Attachments

EXHIBIT "A" – SCOPE OF SERVICES

Wood Rodgers, Inc. (Wood Rodgers) agrees to perform the following Scope of Services:

TASK A. PREPARE PLANS, SPECIFICATIONS AND ESTIMATE

Task A.1: Project Kick-Off, Site Investigation and Coordination with the City of Brisbane (City)

The Wood Rodgers Project Team of Wood Rodgers, H.T. Harvey & Associates (H.T. Harvey) and Circlepoint (Project Team) will review information related to the project provided by the City. The Project Team will review any comments that the City provides on the 70% Submittal that had been prepared by RBF Consulting in 2004.

The Project Team will visit the site and meet with the City to review City comments and any potential issues associated with the preparation of a new 70% Submittal for public bid. This meeting will also be used to discuss the anticipated environmental review process, permitting, the project schedule, and other potential issues identified by the City and Project Team.

Wood Rodgers will request that the City provide a list of utility providers that should be contacted regarding this project. Wood Rodgers will send letters to the utilities to inform them of the project and request information for all underground utilities near the project site.

Wood Rodgers will provide ongoing project management throughout the course of the project. This effort will include development and maintenance of a project schedule and monthly status updates that summarize work completed during the previous month, work in progress, and any issues that have been identified. It is anticipated that the critical path on the project schedule will be controlled by permitting and it is understood that the time required to obtain permits is controlled by agency review and response times.

Task A.2: Topographic Survey

A topographic survey will be performed and mapped at a scale of 1"=20' with a 1' contour interval on the subject property. The subject property is located between Bayshore Boulevard and Machinery Road (below Tunnel Avenue) in Brisbane, California. The project area will be surveyed with appropriate detail to capture the channel and overbank topography for 1' contour interval mapping. The northeastern edge of pavement of Bayshore Boulevard and the western extent of the roadway under the Tunnel Avenue Bridge adjacent to the project area will be shown for reference as well as any other improvements within the project area.

All trees with tree tag numbers will be located and numbers noted per the biologist/arborist. This scope assumes the trees will be tagged prior to the field survey.

The survey will be tied to State Plane Zone 3 horizontal coordinates as well as the NAVD 88 vertical datum.

Task A.3: 70% PS&E Submittal

See attached H.T. Harvey proposal Task 7 for additional details about the revegetation planning.

Task A.3.1: 70% Plans

The Project Team will prepare a 70% plan set that will include the site layout, channel sections and details, location of site preparation activities, locations of plants by species, a plant list and basic notes. The plans will be prepared based on the installation of Geoweb® or other engineer-approved equal product for soil retention as generally shown on the 2004 preliminary plans. Plan sheets will be formatted using City title blocks. This Scope assumes that the plan set will consist of nine (9) sheets including a title sheet, a project layout (plan and profile) sheet, three (3) sheets with channel sections and details, a site preparation plan, a planting plan, and two (2) planting/irrigation detail sheets.

Task A.3.2: 70% Specifications

The Project Team will develop project specifications in California Department of Transportation (Caltrans) format. Special Provisions to define each bid item will be included. The specifications will include boilerplate provisions to be provided by the City.

Task A.3.3: 70% Opinion of Probable Cost

The Project Team will prepare an Opinion of Probable Cost for construction, consistent with the 70% plans and specifications.

Task A.4: 95% PS&E Submittal

Task A.4.1: 95% Plans

The Project Team will incorporate City comments on the 70% plans.

Task A.4.2: 95% Specifications

The Project Team will incorporate City comments on the 70% Specifications.

Task A.4.3: 95% Opinion of Probable Cost

The Project Team will update the Opinion of Probable Cost.

Task A.5: Bid Set PS&E Submittal

Task A.5.1: Bid Set Plans

The Project Team will incorporate City comments on the 95% Plans.

Task A.5.2: Bid Set Specifications

The Project Team will incorporate City comments on the 95% Specifications.

Task A.5.3: Final Opinion of Probable Cost

The Project Team will update the Opinion of Probable Cost.

Deliverables for Task A:

1. Notes from Kick-off Meeting.
2. Three (3) hard copy sets and Adobe Reader files of the 70% Plans and Specifications.
3. Word file of the 70% Specifications.
4. Preliminary Opinion of Probable Cost.
5. Three (3) hard copy sets and Adobe Reader files of the 95% Plans and Specifications.
6. Word file of the 95% Specifications.
7. Refined Opinion of Probable cost.
8. Twenty-five (25) hard-copy sets of the Bid Set Plans and Specifications will be delivered to the City along with Adobe Reader files with the Plans and Specifications.
9. Word file with the Bid Set Specifications.

AutoCAD files of the Bid Set Plans with a disclaimer that states that Wood Rodgers is responsible for the stamped and signed drawings, but not for the use of the electronic files.

Assumptions for Task A:

1. Access to water for irrigation connection will be available.
2. This Scope assumes that the site soil is adequate to support a native plant palette; no analysis of the site soil is included.

TASK B. ENVIRONMENTAL ANALYSIS**Task B.1: Prepare Draft Technical Studies**

The following technical memorandums/reports will be prepared to support the IS/MND:

Task B.1.1: Biological Resources

H.T. Harvey will prepare the Biological Resources Report and Regulated Habitats Report for incorporation into the IS/MND. (See attached H.T. Harvey Proposal Tasks 1 and 2 for additional details.)

The final supporting documentation for the biological resources section of the IS/MND will include a Biological Resources Report and a Regulated Habitats Report. These reports will provide enough information to document the existing conditions for biological resources along the channel and assess the potential impacts of the proposed design.

Task B.1.2: Water Quality & Hydrology

Wood Rodgers will provide the water quality and hydrological technical reports for incorporation into the IS/MND. It is anticipated that these reports will include information regarding any mandatory state/local water quality protective measures applicable to project construction activities.

Task B.1.3: Hazards and Hazardous Materials

It is anticipated that the previously prepared Phase I Environmental Site Assessment (ESA) for the Tunnel Avenue Overpass (which is located immediately adjacent to the channel project) will include adequate information regarding potential soil and/or groundwater contamination likely to occur within the project area, as well as any remediation or avoidance measures that must be implemented prior to and/or during construction activities. Circlepoint will review online hazardous material databases to document that no newly recorded release sites have occurred in the immediate project area since the preparation of the Tunnel Avenue Overpass Phase I ESA.

Task B.1.4: Cultural and Paleontological Resources

Given that the project consists of bank stabilization methods with no installation of permanent structures, no substantial excavation work is anticipated. Grading and excavation work is anticipated to be limited to the artificial/previously disturbed fill associated with the existing channel improvements. Work within this type of fill material is not likely to unearth cultural or paleontological resources. Circlepoint will conduct a records search for known historic/cultural resources in the project area and summarize the findings in the IS/MND. No additional technical documentation is anticipated to be warranted.

Consultation and coordination with Native American tribal representatives will occur during the preparation of the IS/MND document, pursuant to AB 52. Circlepoint will prepare and submit a sacred lands file search request to the Native American Heritage Commission which will determine if there is a high potential for Native American cultural resources to be discovered within the project area. Tribal representatives with interest in the project area will be contacted via a letter with information about the project and a request to provide documentation of known cultural resources in the immediate region.

Task B.2: Draft Environmental Document

Circlepoint will prepare the IS/MND using the Appendix G - Environmental Checklist Form included in the California Environmental Quality Act (CEQA) Guidelines. The document will include a discussion of all environmental issues and references to supporting documents and technical studies. For environmental topic areas that are not relevant to the project, Circlepoint will discuss the absence of these resources in the project site and, therefore, no impact would occur. For, example, no analysis of impacts to agricultural or mineral resources will be provided other than to note that no such resources are present with the project area. With regard to traffic and transportation issues, the project is an off-road erosion control plan and is not anticipated to generate additional vehicular trips. Circlepoint will provide a qualitative discussion to this effect and will document any traffic detours or temporary transit routes that may be necessary during project construction. Similarly, traffic related emissions are not

anticipated to increase, and operational impacts related to air quality and greenhouse gas are not expected.

Circlepoint will prepare a Notice of Completion and will deliver 15 copies of the IS/proposed MND to the California State Clearinghouse. Circlepoint also will prepare a draft notice of intent to adopt the proposed MND for public review and distribution by the City. The IS/proposed MND will be made available for public review at local libraries and City planning offices for 30 calendar days.

Task B.3: Final Environmental Document

At the close of the public comment period, the City will transmit to Circlepoint all comment letters received on the IS/proposed MND. Circlepoint will prepare the final IS/MND including responses to public comments.

The CEQA process will be complete once the City, as lead agency for the project, adopts the MND for the project, takes action to approve the project, and then issues/distributes a Notice of Determination (NOD) for the project. The NOD sets forth a shortened statute of limitations of 30 days for challenges to the adoption of the MND. The NOD must be posted at the San Mateo County Clerk Office within five (5) days of project approval, along with all appropriate filing fees.

Deliverables for Task B:

1. Up to five (5) paper copies of the administrative draft IS/MND.
2. One (1) electronic proof check copy of the public draft IS, one (1) copy of the Notice of Completion, and fifteen (15) bound copies of the IS to be delivered to the State Clearinghouse; one (1) electronic copy of notice of intent to adopt a proposed MND.
3. One (1) electronic copy and one (1) printed copy of the MND, plus attachments, in MS Word and PDF versions.

Assumptions for Task B:

1. For review of administrative documents, the City will consolidate and resolve any conflicting comments received from various City reviewers prior to submitting the comments to Circlepoint. Circlepoint will prepare revised drafts based on consolidated comments.
2. It is impossible to predict the number and complexity of public comments that will be received on the public draft IS/MND. Our budget estimate includes an allowance for up to 16 hours of project manager time to prepare responses to comments. Should the number or complexity of comments require additional staff time to prepare responses, Circlepoint will prepare an updated cost estimate.
3. Circlepoint assumes that the technical studies identified herein will satisfy CEQA requirements. If project circumstances or agency reviewers identify the need for additional technical studies beyond those listed herein, Circlepoint will prepare an updated cost estimate. Circlepoint further assumes that the cultural records search will not indicate the need for any further

cultural resources investigation/analysis, nor any need for formal consultation with any tribal government beyond the initial request for information pursuant to AB 52.

4. For all deliverables, additional hard copies, if required, can be prepared on a time-and-materials basis.
5. Circlepoint assumes that the City will distribute the notice of intent to adopt a negative declaration in a manner consistent with requirements set forth at in CEQA Guidelines Section 15072. Circlepoint assumes that the City will prepare and submit a Notice of Determination with the appropriate filing fees to the San Mateo County Clerk following project approval.
6. Should the City request additional services for mailings, meeting coordination, and summary reports, Circlepoint will prepare an updated cost estimate for public outreach tasks.

TASK C. BIOLOGICAL ASSESSMENT

The proposed channel improvements may affect several different federally-listed wildlife species including the Salt Marsh Harvest Mouse, Ridgeway's Rail, and the Longfin Smelt. Additionally, the project occurs within critical habitat for Steelhead Salmon and Green Sturgeon. H. T. Harvey will prepare a draft Biological Assessment (BA) report as required by the U.S. Fish and Wildlife Service (USFWS) and/or National Marine Fisheries Service (NMFS) for the purpose of conducting a Section 7 consultation. The overall goal is to obtain Section 7 coverage on an informal basis. We assume that a single BA can be compiled for both agencies. The draft BA will be submitted to the Project Team for review. It is anticipated that the revisions to the draft BA will be relatively minor. This task also includes time to respond to comments from these two federal agencies, to visit the site with their representatives, and to coordinate during consultation.

TASK D. INCIDENTAL TAKE PERMIT APPLICATION

If it is determined that the proposed improvements have the potential to affect state-listed (non-fully protected) species, H. T. Harvey will prepare an application to the California Department of Fish and Wildlife (CDFW) for an Incidental Take Permit (ITP) pursuant to Section 2081 of the California Fish and Game Code. The purpose of the ITP will be to authorize the incidental take of species that are listed as threatened or endangered under the California Endangered Species Act. For species that are both state-listed and federally-listed, Wood Rodgers will obtain information for the 2081 Application from the project's Biological Opinion. For species such as the Longfin Smelt that are only state-listed but not federally listed, Wood Rodgers will prepare the necessary information in support of the application based on our biological resources update report, our field observations, and other available information.

H. T. Harvey will submit a draft 2081 Application to the Project Team for review and comment. This Scope assumes that edits will be minimal. After incorporation of revisions, the package will be submitted to the CDFW.

TASK E. REGULATORY PERMIT ASSISTANCE

Task E.1: Prepare USACE Section 404 Nationwide Permit Application Package

Based upon review of the project description, this task assumes that the proposed work qualifies for a US Army Corps of Engineers (USACE) Nationwide Permit Number 13, Bank Stabilization. Wood Rodgers will assemble a Nationwide Permit application package that includes Eng. Form 4345, a project description, a summary of previous environmental studies, and an assessment of impacts and discussion of suitable mitigation measures.

Wood Rodgers will submit a first-review administrative draft USACE permit package to the Project Team for review and comment. After incorporation of any changes, the package will be submitted to the USACE. Wood Rodgers will maintain regular contact with the USACE to monitor processing of the permit application. This task includes time for one site visit with a USACE representative, if necessary. Time has been included to respond to comments received on the draft application, to generate a final report, and to process this permit application. If the USACE determines that project improvements cannot be permitted under a Nationwide Permit and that an Individual Permit is needed, then a budget amendment will be necessary.

Task E.2: Prepare RWQCB 401 Certification/Waste Discharge Requirement Application Package

H. T. Harvey will prepare a water quality certification/waste discharge requirement application to submit to the RWQCB. The complete permit package includes most of the same information that is submitted to the USACE as described above, and will also include Form R2C502-E and several additional documents. The submittal will include all copies of the CEQA documents, all correspondence with USACE and RWQCB staff, an impact assessment, and project drawings. In addition, the RWQCB requires a processing fee for handling the application to be paid by the project applicant.

H. T. Harvey will submit a first-review administrative draft RWQCB permit package to the Project Team for review and comment. After incorporation of any changes, the package will be submitted to the RWQCB. Wood Rodgers will maintain regular contact with the RWQCB to monitor processing of the permit application. This task includes time for one (1) site visit with a RWQCB representative, if necessary. Time has been included to respond to comments received on the draft application, to generate a final report, and to process the permit application.

Task E.3: Prepare CDFW 1600 Notification Application Package

H. T. Harvey will prepare permit materials in support of a 1600 Streambed Alteration Agreement for submittal to the CDFW. This includes completion of Form FG 2023, the Lake and Streambed Alteration Program Project Questionnaire, all copies of environmental documentation, all correspondence with USACE, RWQCB, and USFWS and/or NMFS staff, an impact assessment, and project drawings. In addition, the CDFW requires a processing fee for handling applications, to be paid by the project applicant.

H. T. Harvey will submit first-review, administrative draft CDFW permit packages to the Project Team. After incorporation of any changes, the packages will be submitted to the CDFW. Wood Rodgers will maintain regular contact with the CDFW to monitor processing of the permit application. This task includes time for one (1) site visit with a CDFW representative, if necessary. Time has been included to respond to comments received on the draft application and to generate a final report.

Task E.4: Prepare BCDC Permit

This Scope also assumes that a San Francisco Bay Conservation and Development Commission (BCDC) Permit would be required for the project because the project is tidally influenced. H. T. Harvey will prepare an application for a BCDC Permit (Administrative or Major). This task will require that the limits of BCDC jurisdiction be identified and mapped using information compiled from Task 2. A Figure shall be prepared as part of the application that will show specific elements such as the bay, the shoreline and a line 100 feet inland from the shoreline which delineates the limit of BCDC jurisdiction. The BCDC requires a processing fee for handling the application, to be paid by the project applicant. Time has been included to meet with BCDC, coordinate with the Project Team during permit compilation and correspond with BCDC during processing.

TASK F. HABITAT MITIGATION AND MONITORING PLAN

For potential impacts to riparian/wetland habitats onsite, a draft Habitat Mitigation and Monitoring Plan (MMP) will be prepared per agency guidelines. A habitat mitigation site for this project is assumed to be located onsite. Our ecologists will conduct a brief reconnaissance of nearby areas that may be suitable; however, more extensive site searches are not covered by this Scope. It is also assumed that the base materials for the mitigation site graphics will be provided by others.

The MMP will be prepared by a qualified restoration ecologist and will provide the following:

- A brief summary of the proposed project.
- A summary of habitat impacts and proposed mitigation ratios including:
 - A brief description of functions and values of regulated habitats, wildlife and botanic resources in the impact area(s);
 - quantification of regulated habitat impacts (e.g., surface area, stem count, etc.);
 - a map showing the habitat impact locations; and
 - a basis for proposed mitigation ratios.
- A description of the primary goal(s) of the mitigation.
- The location of mitigation site(s) and a description of existing site conditions (both physical and biotic), including photo-documentation.
- Mitigation design including:
 - soil amendments and other site preparation elements, as appropriate;
 - a conceptual planting plan; and
 - conceptual irrigation and maintenance plans.
- A monitoring plan (including final and performance criteria, monitoring methods, a data analysis, reporting requirements, and a monitoring schedule).
- Remedial measures/adaptive management plan for mitigation elements that do not meet performance or final success criteria.
- An appendix with photo-documentation of the project site (pre-impact) and mitigation site(s) (pre-impact).

It is anticipated that this mitigation project will entail the creation of new riparian/wetland habitat onsite.

Deliverables for Task F:

1. Draft MMP
2. Final MMP

TASK G. CONSTRUCTION SUPPORT

Task G.1: Technical Support during Bid Process

The Project Team will provide support to the City during the project bid process on a time and material basis as requested by the City. It is expected that this will include participation in a pre-bid site walk. A preliminary budget for this effort has been included in our proposed compensation. If the work effort for this task exceeds the budgeted amount, Wood Rodgers will submit an additional work request for authorization prior to performing the work.

Task G.2: Submittal Review

The Project Team will review Construction Contractor submittals during project construction as requested by the City on a time and material basis. A preliminary budget for this effort has been included in our proposed compensation. If the work effort for this task exceeds the budgeted amount, Wood Rodgers will submit an additional work request for authorization prior to performing the work.

Task G.3: RFI Responses

The Project Team will respond to requests for information from the Construction Contractor during project construction as requested by the City on a time and material basis. A preliminary budget for this effort has been included in our proposed compensation. If the work effort for this task exceeds the budgeted amount, Wood Rodgers will submit an additional work request for authorization prior to performing the work.

Overall Client Responsibilities:

The City of Brisbane will be responsible for the following:

- Providing access to the site;
- Providing any and all indemnification, abatement, disposal or other actions required by local, state or federal law regarding hazardous materials;
- Preparing any necessary grant deeds, the processing and recording all necessary right-of-way documents, and the acquisition of all of the right-of-way required for project construction, if any;
- Paying all governmental fees and costs; and
- Assuming all costs associated with mitigating for environmental impacts.

Wood Rodgers anticipates that the information contained in the Foundation Report, Tunnel Avenue Overhead Bridge No. 35C - 0254, prepared by Lowney Associates, will be adequate for design of the Guadalupe Channel erosion control measures. No geotechnical investigations are currently anticipated or included in this Scope of Work.

Exclusions:

Items not specifically identified in the Scope of Work are excluded from this Scope of Work, but they may be provided as additional services as part of an addendum.

EXHIBIT "B" PROPOSED COMPENSATION

Wood Rodgers will complete the work outlined above in accordance with the following fee schedule and will invoice the City monthly based on a time and material basis, not to exceed the total amount identified, without prior authorization.

Subcontractor fees, reproduction, messenger service, mileage and other direct expenses will be charged as costs plus a ten percent (10%) handling fee.

Exhibit B
WOOD RODGERS PROPOSED BUDGET
Guadalupe Channel Erosion Control Project

TASK	DESCRIPTION	DIRECT LABOR CLASSIFICATIONS							TOTAL MAN-HOURS	DIRECT LABOR	Wood Rodgers Reimbursables	H.T. Harvey	Circlepoint	OVERALL TOTAL
		Principal Engineer II \$240.00	Associate Engineer III \$195.00	Associate GIS II \$185.00	Engineer I \$140.00	Associate Surveyor II \$190.00	2 Person Survey Crew \$275.00	Project Coordinator \$120.00						
A	Prepare Plans, Specifications and Estimate	8	64	60	80	18	24	48	302	\$52,480.00	\$2,500.00	\$32,400.00		\$90,870.00
B	Environmental Analysis		12					2	14	\$2,580.00		\$32,400.00	\$38,550.00	\$80,625.00
C	Biological Assessment								0	\$0.00		\$9,720.00		\$10,692.00
D	Incidental Take Permit Application								0	\$0.00		\$7,560.00		\$8,316.00
E	Regulatory Permit Assistance		8						8	\$1,560.00		\$25,920.00		\$30,072.00
F	Habitat Mitigation and Monitoring Plan								0	\$0.00		\$21,600.00		\$23,760.00
G	Construction Support		16		40				56	\$8,720.00	\$400.00			\$9,160.00
	TOTAL MAN-HOURS	8	100	60	120	18	24	50	380	\$65,340.00	\$2,900.00	\$129,600.00	\$38,550.00	\$253,495.00
	TOTAL LABOR COST BY EMPLOYEE	\$1,920.00	\$19,500.00	\$11,100.00	\$16,800.00	\$3,420.00	\$6,600.00	\$5,000.00						

EXHIBIT B



FEE SCHEDULE
Effective January 1, 2018

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$205 - \$260
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$190 - \$225
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$180 - \$215
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$165 - \$205
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$155 - \$195
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$140 - \$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$130 - \$170
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$120 - \$160
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$105 - \$130
CAD Technician III	\$120 - \$155
CAD Technician II	\$105 - \$140
CAD Technician I	\$90 - \$125
Project Coordinator	\$95 - \$140
Administrative Assistant	\$75 - \$120
Construction Project Manager	\$140 - \$160
Inspector III	\$110 - \$130
Inspector II	\$95 - \$115
Inspector I	\$85 - \$105
Field/Lab Technician IV	\$145 - \$165
Field/Lab Technician III	\$100 - \$110
Field/Lab Technician II	\$90 - \$100
Field/Lab Technician I	\$80 - \$90
1 Person Survey Crew	\$140 - \$190
2 Person Survey Crew	\$190 - \$275
3 Person Survey Crew	\$250 - \$360
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice.
 Auto mileage will be charged at the IRS standard rate, currently 54.5 cents per mile.

Fee Schedule subject to change January 1, 2019.



H. T. HARVEY & ASSOCIATES
ECOLOGICAL CONSULTANTS

GUADALUPE CHANNEL EROSION CONTROL PROJECT
 BRISBANE, CALIFORNIA

Proposal 8079
 April 20, 2018

H. T. Harvey & Associates proposes to provide ecological consulting services to Wood Rodgers for the Guadalupe Channel Erosion Control Project, located in Brisbane, San Mateo County, California. A detailed scope of services and budget estimate is presented below. All costs will be billed on a time-and-charges, not-to-exceed basis.

Specific tasks associated with this scope of work are as follows:

TASK 1. BIOLOGICAL RESOURCES REPORT UPDATE

To the extent feasible, information presented in our 2004 report (*Guadalupe Channel Erosion Control Project Biological Section of an Initial Study*) will be used to provide a report update. However, 11 years has passed since the field work and prior report was generated and existing biological conditions are likely to have changed. Additionally, other factors that dictate a more thorough report update include changes in special-status species listings, increases in agency permitting application material requirements, and permit processing complexity.

Task 1A. Background Review

Prior to conducting a site visit, H. T. Harvey & Associates (HTH) ecologists will review all relevant background information concerning biological resources in the project area, including HTH's prior work on the project site; U.S. Geological Survey (USGS) topographic maps; U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory Maps; the CNDDDB; species data compiled by the California Native Plant Society, the National Audubon Society, or other public interest groups; and resource agency data (USFWS, California Department of Fish and Wildlife [CDFW], etc.).

Task 1B. Field Survey

An HTH general wildlife ecologist and a plant ecologist/wetlands biologist will conduct reconnaissance-level field surveys to determine the biotic resources of the project area and characterize the existing plant and animal communities associated with the area. The dominant biotic communities of the project area, characterized based on the dominant flora and associated wildlife, will be mapped on suitable base materials.

An assessment of whether the site supports potentially regulated (jurisdictional) habitats, such as jurisdictional wetlands and other waters of the U.S./State regulated under Sections 404/401 of the Clean Water Act or Section 1602 of the State Fish and Game Code, will be made. This task does not include a detailed delineation of regulated or sensitive habitats, although the approximate boundaries of any such

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habitats will be sketched in the field. The Regulated Habitats Report described under Task 2 will document agency jurisdictional habitats.

The reconnaissance survey will be conducted to determine the site's potential to support special-status species of plants and animals. No focused, species-specific surveys are proposed at this time, although our assessment may conclude that such focused surveys need to be conducted (e.g., as mitigation measures described in the IS/MND).

Task 1C. Preparation of Biological Resources Report

The results of our background review and field surveys will be compiled into a biological resources report that will describe existing conditions, assesses the project's biological impacts, and outlines conceptual mitigation measures for potentially significant impacts as appropriate. This report will describe existing habitats, existing botanical and wildlife resources, the potential for occurrence of special-status plant and wildlife species, and the locations of potential sensitive/regulated habitats. Graphics will include a site/vicinity map, a biotic habitats map, and CNDDDB maps for plants and wildlife species.

This report will also include a summary of potential impacts to biological resources and mitigation measures to reduce potentially significant impacts to less than significant levels. Our scope does not include detailed design of specific mitigation measures (e.g., wetland restoration), should such measures be necessary; rather, our report will describe conceptually the type and amount of mitigation that may be required and identify the required components of a detailed mitigation plan (if appropriate).

The preliminary draft will be prepared and submitted to the project team for review. This task includes time to revise the preliminary draft of the report based on comments from the project team. It is assumed that the comments and revisions will not be substantial. Time has been included in this task for the HTH Senior Managers to communicate with the project team.

TASK 2. REGULATED HABITATS REPORT (WETLAND/OTHER WATERS/RIPARIAN)

Task 2A. Field Surveys. H. T. Harvey & Associates will conduct the field work necessary to prepare a full report representing a delineation of Waters of the U.S./State on the site, which would serve as the Wetland Delineation and generate the necessary data for permit applications to the various state agencies. Data on the soils, vegetation, and hydrology within potential wetlands on the site are necessary in order to complete a formal delineation. We propose to delineate the boundaries of these features according to methodologies outlined in the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and other USACE guidance. To that end, a routine, on-site delineation of wetlands that occur in the project area will be conducted. In addition to wetlands, any other potentially jurisdictional features, including "other waters" of the U.S./State, will be delineated and described per USACE and Regional Water Quality Control Board (RWQCB) requirements.

As mentioned above, the extent and distribution of riparian habitats as defined by CDFW will also be mapped and described within the report and presented on accompanying figures. Because the project site is tidally influenced we will also survey in the mean high water mark and mean higher high water mark which are tidal datums used by the USACE (under Section 10 and 404) and Bay Conservation and Development Commission (BCDC) to establish the limits of their jurisdictional habitats. We assume that



the project engineers will be able to supply local tidal datums for the lagoon and include those datums on CAD drawings (based on real world coordinates, i.e. not local datum).

Regulated Habitats Report. H. T. Harvey & Associates will prepare a technical report summarizing the methods and results of the field survey of regulated habitats. This report will be prepared to report specifications developed by the USACE, RWQCB and CDFW and thus will be of sufficient detail for agency review and a jurisdictional determination (in the case of the USACE). It will include a brief description of existing conditions, description of field techniques employed in the delineation, wetland data sheets, and copies of aerial photographs and maps which show the extent of regulated habitats on the project site. This report is an important permit support document that is submitted to all applicable agencies as part of the permit application materials.

TASK 3. BIOLOGICAL ASSESSMENT

The proposed channel improvements may affect several different federally listed wildlife species including the salt marsh harvest mouse, Ridgeway's rail, and longfin smelt; additionally, the project occurs within critical habitat for steelhead and green sturgeon. H. T. Harvey & Associates will prepare a draft Biological Assessment (BA) report as required by the USFWS and/or National Marine Fisheries Service (NMFS) for the purpose of conducting a Section 7 consultation. The overall goal, is to obtain Section 7 coverage on an informal basis. We assume that a single BA can be compiled for both agencies. The draft BA will be submitted to the project team for review. It is anticipated that the revisions to the draft BA will be relatively minor. This task also includes time to respond to comments from these two federal agencies, to visit the site with their representatives and to coordinate during consultation.

TASK 4. INCIDENTAL TAKE PERMIT APPLICATION

If it is determined that the proposed improvements have the potential to affect state listed (non-fully protected) species, H. T. Harvey & Associates will prepare an application to the CDFW for an Incidental Take Permit (ITP) pursuant to Section 2081 of the California Fish and Game Code. The purpose of the ITP will be to authorize the incidental take of species that are listed as threatened or endangered under the California Endangered Species Act. For species that are both state-listed and federally listed, we will obtain information for the 2081 application from the project's Biological Opinion. For species such as the longfin smelt that are only state-listed, but not federally listed, we will prepare the necessary information in support of the application based on our biological resources update report, our field observations, and other available information.

H. T. Harvey & Associates will submit a draft 2081 application to the project team for review and comment. This scope assumes that edits will be minimal. After incorporation of revisions, the package will be submitted to the CDFW.

TASK 5. REGULATORY PERMIT ASSISTANCE

Task 5A. Prepare USACE Section 404 Nationwide Permit Application Package

Based upon review of the project description, this task assumes that the proposed work qualifies for a USACE Nationwide Permit Number 13, Bank Stabilization. We will assemble a Nationwide Permit application package that includes Eng. Form 4345, a project description, summary of previous environmental studies, and an assessment of impacts and discussion of suitable mitigation measures.

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We will submit a first-review administrative draft USACE permit package to the project team for review and comment. After incorporation of any changes, the package will be submitted to the USACE. We will maintain regular contact with the USACE to monitor processing of the permit application. This task includes time for one site visit with a USACE representative, if necessary. Time has been included to respond to comments received on the draft application and to generate a final report and process this permit application. If the USACE determines that project improvements cannot be permitted under a Nationwide Permit and an Individual Permit is needed, then a budget amendment will be necessary.

Task 5B. Prepare RWQCB 401 Certification/Waste Discharge Requirement Application Package

H. T. Harvey & Associates will prepare a water quality certification/waste discharge requirement application to submit to the RWQCB. The complete permit package includes much of the same information that is submitted to the USACE as described above, but will also include Form R2C502-E and several additional materials. The submittal will include all copies of the CEQA documents, all correspondence with USACE and RWQCB staff, impact assessment, and project drawings. In addition, the RWQCB requires a processing fee for handling the application, to be paid by the project applicant.

H. T. Harvey & Associates will submit a first-review administrative draft RWQCB permit package to the project team for review and comment. After incorporation of any changes, the package will be submitted to the RWQCB. We will maintain regular contact with the RWQCB to monitor processing of the permit application. This task includes time for one site visit with a RWQCB representative, if necessary. Time has been included to respond to comments received on the draft application and to generate a final report and process the permit application.

Task 5C. Prepare CDFW 1600 Notification Application Package

H. T. Harvey & Associates will prepare permit materials in support of a 1600 Streambed Alteration Agreement for submittal to the CDFW. This includes completion of Form FG 2023, Lake and Streambed Alteration Program Project Questionnaire, all copies of environmental documentation, all correspondence with USACE, RWQCB, and USFWS and/or NMFS staff, impact assessment, and project drawings. In addition, the CDFW requires a processing fee for handling applications, to be paid by the project applicant.

H. T. Harvey & Associates will submit first-review, administrative draft CDFW permit packages to the project team. After incorporation of any changes, the packages will be submitted to the CDFW. We will maintain regular contact with the CDFW to monitor processing of the permit application. This task includes time for one site visit with a CDFW representative, if necessary. Time has been included to respond to comments received on the draft application and to generate a final report.

Task 5D. Prepare BCDC Permit

This scope also assumes that a BCDC Permit would be required for the project because the project is tidally influenced. H. T. Harvey & Associates will prepare an application for a BCDC permit (Administrative or Major). This task will require that the limits of BCDC jurisdiction be identified and mapped using information compiled from Task 2. A figure shall be prepared as part of the application that will show specific elements such as the bay, the shoreline and a line 100 feet inland from the shoreline which delineates the limit of BCDC jurisdiction. The BCDC requires a processing fee for handling the application,

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to be paid by the project applicant. Time has been included to meet with BCDC, coordinate with the project team during permit compilation and correspond with BCDC during processing.

TASK 6. HABITAT MITIGATION AND MONITORING PLAN

For potential impacts to riparian/wetland habitats on site, a draft Habitat Mitigation and Monitoring Plan (MMP) will be prepared per agency guidelines. A habitat mitigation site for this project is assumed to be located onsite. Our ecologists will conduct a brief reconnaissance of nearby areas that may be suitable but more extensive site searches are not covered by this scope. It is also assumed that the base materials for the mitigation site graphics will be provided by others.

The MMP will be prepared by a qualified restoration ecologist and will provide the following:

- Brief summary of the proposed project
- Summary of habitat impacts and proposed mitigation ratios, including-
 - brief description of functions and values of regulated habitats, wildlife and botanic resources in the impact area(s)
 - quantification of regulated habitat impacts (e.g. surface area, stem count, etc.)
 - map showing the habitat impact locations
 - basis for proposed mitigation ratios
- Description of the primary goal(s) of the mitigation
- Location of mitigation site(s) and description of existing site conditions (both physical and biotic), including photo-documentation
- Mitigation design:
 - soil amendments and other site preparation elements as appropriate
 - conceptual planting plan
 - conceptual irrigation and maintenance plans
- Monitoring plan (including final and performance criteria, monitoring methods, data analysis, reporting requirements, monitoring schedule)
- Remedial measures/adaptive management plan for mitigation elements that do not meet performance or final success criteria
- Appendix with photo-documentation of project site (pre-impact) and mitigation site(s) (pre-impact)

It is anticipated that this mitigation project will entail the creation of new riparian/wetland habitat on site. It is assumed that some of the following special technical studies of the mitigation site may be required by others in support of the MMP:

- topographic survey
- site access
- right-of-way, property boundaries, etc.
- location of utilities
- access to water for irrigation connection
- existing and proposed site hydrology
- grading plan



A final MMP will be prepared after making a single set of revisions to the draft MMP that are assumed to be minor.

TASK 7. REVEGETATION PS&E ASSISTANCE

Task 7A. Site Investigation and Coordination with City of Brisbane

H. T. Harvey & Associates will evaluate the site planting conditions and coordinate with the City of Brisbane regarding the establishment of irrigation facilities and the size and layout of plant materials. This task assumes one site visit to investigate irrigation possibilities and planting conditions. This scope assumes the site soil is adequate to support a native plant palette; no analysis of the site soil is included. There are no deliverables associated with this task.

Task 7B. 70% Revegetation Plans, Special Provisions and Estimate

H.T. Harvey & Associates will develop a channel side site preparation, irrigation and planting construction documents for the areas adjacent to the channel stabilization work proposed by Wood Rodgers. Based upon the conceptual restoration plan approved by the permitting agencies the construction documents will include location of site preparation activities, layout of irrigation components and locations of plants by species, a plant list including quantities and size, and basic notes needed to complete the work. This scope assumes one site preparation plan, one irrigation plan, one planting plan and up to two planting / irrigation details sheets. Plan sheets will be formatted using City title blocks. AutoCAD base files are assumed to be provided by others. The project coversheets and other upfront plan sheets are assumed to be provided by others.

Written specifications will be done in Caltrans format. H. T. Harvey will provide the special provisions for site preparation, irrigation, planting, and plant establishment period maintenance. All other sections including the upfront boilerplate provisions are assumed to be provided by others. This scope also includes preparing an estimate of probable construction cost for the items outlined above.

One 2 hour team design meeting under this task (in person or via conference call) has been assumed. The plans, special provisions and estimate will be provided to Wood Rodgers for inclusion in their 70% submittal to the City of Brisbane. Deliverables for this task include reproducible plans in PDF format and electronic files of the special provisions and estimate.

Task 7C. 95% Revegetation Plans, Special Provisions, and Estimate

Responding to comments received on the 70% submittal H.T. Harvey & Associates will update the construction document and submit them to be included in the 95% design package being prepared by Wood Rodgers. One 2 hour team design meeting under this task (in person or via conference call) has been assumed. Deliverables for this task include reproducible plans in PDF format and electronic files of the special provisions and estimate.

Task 7D. Bid Set

Responding to comments received on the 95% submittal H.T. Harvey & Associates will update the construction document and submit them to be included in the Bid Set package being prepared by Wood

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Rodgers for distribution to potential project bidders. One 2 hour team design meeting under this task (in person or via conference call) has been assumed. Deliverables for this task include one reproducible set of all 24X36 plan sheets. Electronic files of the special provisions, estimate, and all plan sheets will also be provided.

Bid support or support during construction has not been included. If assistance during these periods is required, H. T. Harvey & Associates can provide this work as additional services.

Assumptions

- Project design and boundary files will be provided as rectified or projected CAD, using a common projection such as State Plane III. HTH is able to rectify unprojected CAD files but some loss of accuracy may occur, and additional budget may be needed.

PROJECT BUDGET

The tables below present budgets for each of the tasks described above.

TASK	BUDGET
Task 1. Biological Resources Report Update	\$15,120.00
Task 2. Regulated Habitats Report	\$17,280.00
Task 3. Biological Assessment Prep and Processing	\$9,720.00
Task 4. Incidental Take Permit Application Prep and Processing	\$7,560.00
Task 5. Regulatory Permit Assistance	
5A. -Section 404 USACE Nationwide Permit Application Prep and Processing	\$7,560.00
5B. -Section 401 Water Quality Certification Application/Waste Discharge Requirement Prep and Processing	\$6,480.00
5C. -Section 1600 Streambed Alteration Agreement Application Prep and Processing	\$6,480.00
5D. -BCDC Permit Application Prep and Processing	\$5,400.00
Task 6. Habitat Mitigation and Monitoring Plan	\$21,600.00
Task 7. Revegetation PS&E Assistance	
7A. Site Investigation and Coordination	\$3,240.00
7B. 70% Revegetation Plans, Special Provisions and Estimate	\$14,040.00
7C. 95% Revegetation Plans, Special Provisions, and Estimate	\$9,720.00
7D. Bid Set	\$5,400.00
TOTAL	\$129,600.00





H. T. HARVEY & ASSOCIATES

Ecological Consultants

Professional Fees

Fees Effective January 1, 2018

Personnel Classification	Hourly Billing Rate
Principal	\$ 235 – 269
Senior Associate Ecologist	\$ 211
Associate Ecologist	\$ 196
Senior Ecologist 2	\$ 178
Senior Ecologist 1	\$ 161
Ecologist 2	\$ 139
Ecologist 1	\$ 123
Field Biologist 2	\$ 107
Field Biologist 1	\$ 89
Senior GIS Analyst	\$ 131
GIS Analyst	\$ 112
Technical Editor	\$ 107
Technical Support	\$ 85
Clerical Support	\$ 70
Deposition and Testimony	Two times standard rate
Subcontractual Consultants	Cost plus 10%
Direct Expenses	Cost plus 10%
Transportation	Current IRS Federal Standard Mileage Rate (54.5¢ / mile as of January 2018)
Travel (Cost plus 10%)	~ \$282/day (based on federal per diem rate)
Field Equipment Operation	Variable

Billing rates are subject to annual increases and will be adjusted at the beginning of each calendar year.



CEQA Documentation for the Guadalupe Channel Erosion Control Project

Project Understanding

The Guadalupe Channel is the open water channel between the culvert under Bayshore Boulevard, near Valley Drive, and Brisbane Lagoon in the City of Brisbane, CA. The Guadalupe Channel has experienced bank erosion and significant portions of the banks are nearly vertical. The City of Brisbane is seeking design, permitting, and construction services to implement erosion control measures that will prevent further deterioration of the channel banks.

Project Approach

The project requires compliance with requirements of the California Environmental Quality Act (CEQA). The City is not seeking federal funding to implement the project and therefore no federal environmental review under the National Environmental Policy Act (NEPA) is assumed to be required.

Given the scope of the project, the potential for the project to qualify under a categorical exemption was initially explored. CEQA Guidelines Section 15300 et. seq. lists a number of *categorical exemptions* that can apply if a project meets specified conditions. However, based on preliminary review of biological resource databases indicated that channel and bank may provide suitable habitat for several species protected by either federal or California law (special-status species). Because the erosion control measures would require work within habitat that has a high potential for supporting special-status species, a categorical exemption process would not be appropriate.¹ Therefore preparation of an Initial Study leading to approval of a Mitigation Negative Declaration (IS/MND) is the more appropriate and defensible CEQA process and documentation for the project. Because the project could entail review by at least one state agency (most likely the California Department of Fish and Wildlife), the IS/MND must be distributed to the California State Clearinghouse for review and therefore requires a 30-day public review/comment period (see CEQA Guidelines Section 15105).

Scott Steinwert will lead the Circlepoint team with Jennifer Gallerani Marquez as day-to-day project manager. It is anticipated that the key environmental issue for this project will be related to the sensitive biological resources associated with the channel habitat. Wood Rodgers is contracting directly with highly-qualified biologists from H.T. Harvey and Associates (HT Harvey) for the preparation of the appropriate biological reports/documentation and permitting. HT Harvey's services and permitting assistance are therefore not included in this scope of work.

We truly appreciate the opportunity to work on this project with you, and look forward to its successful completion. Should you have any questions regarding the following scope of services, please contact me at (510) 285-6733 or Scott at (510) 285-6748.

Sincerely,

¹ CEQA Section 15300.2 (c) cites that a categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances. The presence of threatened and endangered species is generally considered an unusual circumstance.

1814 Franklin Street, Suite 1000
Oakland, CA 94612
tel 510.285.6700



Scope of Work

The following scope of work involves completing the necessary documents to support the City's CEQA process for the project. See attached *Cost Estimate* for fee details.

Task 1 Environmental Analysis

Task 1.1 Prepare draft Technical Studies

The following technical memos/reports will be prepared to support the IS/MND.

Biological Resources

Wood Rodgers will provide the biological technical reports (prepared by HT Harvey) for incorporation into the IS/MND. The final supporting documentation for the biological resources section of the IS/MND will include a Biological Resources Report and a Regulated Habitats Report. These reports will provide enough information to document the existing conditions for biological resources along the channel, and assess the potential impacts of the proposed design.

Water Quality & Hydrology

Wood Rodgers will provide the water quality and hydrological technical reports for incorporation into the IS/MND. It is anticipated that these reports will include information regarding the any mandatory state/local water quality protective measures applicable to project construction activities.

Hazards and Hazardous Materials

Wood Rodgers will provide the hazardous material technical reports for incorporation into the IS/MND. It is anticipated that the previously prepared Phase I Environmental Site Assessment (ESA) for the Tunnel Avenue Overpass, immediately adjacent to the channel project, will include adequate information regarding potential soil and/or groundwater contamination likely to occur within the project area, as well as any remediation or avoidance measures that must be implemented prior and/or during construction activities. Circlepoint will review online hazardous material databases to document that no newly recorded release sites have occurred in the immediate project area since the preparation of the Tunnel Avenue Overpass Phase I ESA.

Cultural and Paleontological Resources

Given that the project consists of bank stabilization methods with no installation of permanent structures, no substantial excavation work is anticipated. Grading and excavation work is anticipated to be limited to the artificial/previously disturbed fill associated with the existing channel improvements. Work within this type of fill material is not likely to unearth cultural or paleontological resources. Circlepoint will conduct a records search for known historic/cultural resources in the project area and summarize the findings in the IS/MND. No additional technical documentation is anticipated to be warranted.

Consultation and coordination with Native American tribal representatives would occur during the preparation of the IS/MND document, pursuant to AB 52. Circlepoint will prepare and submit a sacred lands file search request to the Native American Heritage Commission which will determine if there is a high potential for Native American cultural resources to be discovered within the project area. Tribal representatives with interest in the project area will be contacted via a letter with information about the project and requested to provide documentation of known cultural resources in the immediate region.

Task 1.2 Draft Environmental Document

Circlepoint will prepare the IS/MND using the Appendix G - Environmental Checklist Form included in the CEQA Guidelines. The document will include a discussion of all environmental issues and references to supporting documents and technical studies. For environmental topic areas that are not relevant to the project, Circlepoint will discuss the absence of these resources in the project site and therefore no impact would occur. For, example, no analysis of impacts to agricultural or mineral resources will be provided.



other than to note no such resources are present with the project area. With regard to traffic and transportation issues, the project is an off-road erosion control plan and is not anticipated to generate additional vehicular trips. Circlepoint will provide a qualitative discussion to this effect and will document any traffic detours or temporary transit routes that may be necessary during project construction. Similarly, traffic related emissions are not anticipated to increase, and operational impacts related to air quality and greenhouse gas are not expected.

Circlepoint will prepare a Notice of Completion and will deliver 15 copies of the IS/proposed MND to the California State Clearinghouse. Circlepoint also will prepare a draft notice of intent to adopt the proposed MND for public review and distribution by the City. The IS/proposed MND will be made available for public review at local libraries and the City planning offices for 30 calendar days.

Task 1.3 Final Environmental Document

At the close of the public comment period, the City will transmit to Circlepoint all comment letters received on the IS/proposed MND. Circlepoint will prepare the final IS/MND including responses to public comments.

The CEQA process will be complete once the City, as lead agency for the project, adopts the MND for the project, takes action to approve the project, and then issues/distributes a Notice of Determination (NOD) for the project. The NOD sets forth a shortened statute of limitations of 30 days for challenges to the adoption of the MND. The NOD must be posted at the San Mateo County Clerk Office within 5 days of project approval, along with all appropriate filing fees.

Deliverables

- Up to five paper copies of the administrative draft IS/MND.
- One electronic proof check copy of the public draft IS; one copy of the Notice of Completion and 15 bound copies of the IS to be delivered to the State Clearinghouse; one electronic copy of notice of intent to adopt a proposed MND.
- One electronic copy and one printed copy of the MND, plus attachments, in MS Word and PDF versions.

Assumptions

- For review of administrative documents, the City will consolidate and resolve any conflicting comments received from various City reviewers prior to submitting the comments to Circlepoint. Circlepoint will prepare revised drafts based on consolidated comments.
- It is impossible to predict the number and complexity of public comments that will be received on the public draft IS/MND. Our budget estimate includes an allowance for up to 16 hours of project manager time to prepare responses to comments. Should the number or complexity of comments require additional staff time to prepare responses, Circlepoint will prepare an updated cost estimate.
- Circlepoint assumes that the technical studies identified herein will satisfy CEQA requirements. If project circumstances or agency reviewers identify the need for additional technical studies beyond those listed herein, Circlepoint will prepare an updated cost estimate. Circlepoint further assumes that the cultural records search will not indicate the need for any further cultural resources investigation/analysis, nor any need for formal consultation with any tribal government beyond the initial request for information pursuant to AB 52.
- For all **deliverables**, additional hard copies, if required, can be prepared on a time- and- materials basis.



- Circlepoint assumes that the City will distribute the notice of intent to adopt a negative declaration in a manner consistent with requirements set forth at in CEQA Guidelines Section 15072. Circlepoint assumes that the City will prepare and submit a Notice of Determination to the San Mateo County Clerk, along with appropriate filing fees, following project approval.
- Should the City request additional services for mailings, meeting coordination, and summary reports, Circlepoint will prepare an updated cost estimate for public outreach tasks.



EXHIBIT A - COST ESTIMATE
Brisbane Guadalupe Channel Project

		Rates					
		\$	250	\$	155	\$	100
		Project Director	PM	Assoc. Planner	CirclePoint Hours	Total Cost	
Project Tasks							
Task 1- Environmental Analysis		16	60	220	296	\$	35,300.00
Direct Costs							
Cultural Records Search						\$	750
CirclePoint Meeting Expenses						\$	500
CirclePoint Printing and Distribution Expenses						\$	2,000
Direct Costs Subtotal						\$	3,250
TOTAL COST ESTIMATE (Not to Exceed)						\$	38,550

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____, is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and Wood Rodgers, Inc., a California corporation ("Consultant").

RECITALS

A. City desires to retain Consultant for the performance of certain professional engineering services for design of the ("the Project").

B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference. All services shall be performed to the reasonable satisfaction of the City department head in charge of the Project. All plans, specifications, estimates, and engineering data furnished by Consultant to City shall be signed by the responsible engineer, with registration number indicated where appropriate.

2. **Time of Performance.** The services of Consultant shall commence upon the issuance by City of a Notice to Proceed and shall be satisfactorily completed in a timeframe mutually agreed to by City and Consultant.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Harvey Oslick.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit A attached hereto and incorporated herein by reference. The lump sum amounts set forth in Exhibit A include salary, fringe benefits, overhead, profit, and other expenses to be incurred by Consultant. In no event shall Consultant's total compensation exceed the sum of \$253,495 without additional written authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted at such time as agreed upon between City and

Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. If City objects to all or any portion of the billing, City shall notify Consultant of the nature of such objection and the amount in dispute. City shall pay when due the portion of the billing, if any, that is not in dispute. The parties will make a good faith effort to settle the disputed billing through good faith negotiations.

6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. Consultant shall also make such records and documents available for inspection and audit upon request by any representatives of the State or Federal government. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Each subcontractor must agree in writing to comply with all of the applicable terms and conditions of this Agreement.

8. **Correction of Work.** Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services, or other work, without additional cost to City. The performance or acceptance of services furnished by Consultant shall not relieve Consultant from the obligation to correct subsequently discovered defective, inaccurate, or incomplete performance of Consultant's services hereunder.

9. **Ownership of Documents.** All final plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. Consultant shall not be responsible for any reuse of such documents by City which is unrelated to the Project and City agrees to indemnify, defend, and hold Consultant and its subcontractors harmless against any claims of liability arising from such reuse by City.

10. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As an independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power

or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

11. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals current and in full force and effect at all times during the term of this Agreement. Consultant shall maintain a current City of Brisbane business license.

12. **Compliance with Standards of Care and Laws.** Consultant shall adhere to the standard of care in its profession and shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement. Without limiting the generality of the foregoing, Consultant shall comply with the Federal Acquisition Regulations as set forth in CFR Title 48, Part 31 and CFR Title 49, Part 18, to the extent the same are applicable to the performance of Consultant's services under this Agreement.

13. **Errors and Omissions.** (Not Used)

14. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, including reasonable attorney's fees, to the extent caused by the negligent performance by Consultant or any of its subcontractors, agents or employees, of any services under this Agreement or the failure by Consultant or any of its subcontractors, agents or employees to comply with any of their obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant or any of its subcontractors, agents or employees.

15. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single

limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).

- (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.
 - (4) *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.
- (b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
- (1) The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, or volunteers.
 - (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- (5) Consultant's insurance coverage shall not be canceled except after thirty (30) days' prior written notice has been given to City by the carrier. Consultant shall immediately give written notice to City of any suspension or reduction in coverage or limits.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions exceeding \$50,000 must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

16. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City	City of Brisbane Attn: Director of Public Works/City Engineer 50 Park Lane Brisbane, CA 94005
To Consultant	Wood Rodgers, Inc. Attn: Harvey Oslick 3301 C Street, Bldg. 100-B Sacramento, CA 95816

17. **Resolution of Disputes; Litigation Expenses and Attorneys' Fees.** In the event of any dispute between the parties pertaining to this Agreement, the parties shall endeavor in good faith to resolve such dispute through mediation before the commencement of legal action by one party against the other. If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

18. **Termination of Agreement.** This Agreement may be terminated immediately by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written

notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

19. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

20. **Miscellaneous Provisions.**

- (a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

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


THE CITY OF BRISBANE

By: _____
W. Clarke Conway, Mayor

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:



Michael Roush, City Attorney

CONSULTANT:

Jonathan Kors, Vice President

EXHIBIT A

Attach 4/30/18 Scope, Budget and Schedule of Charges here

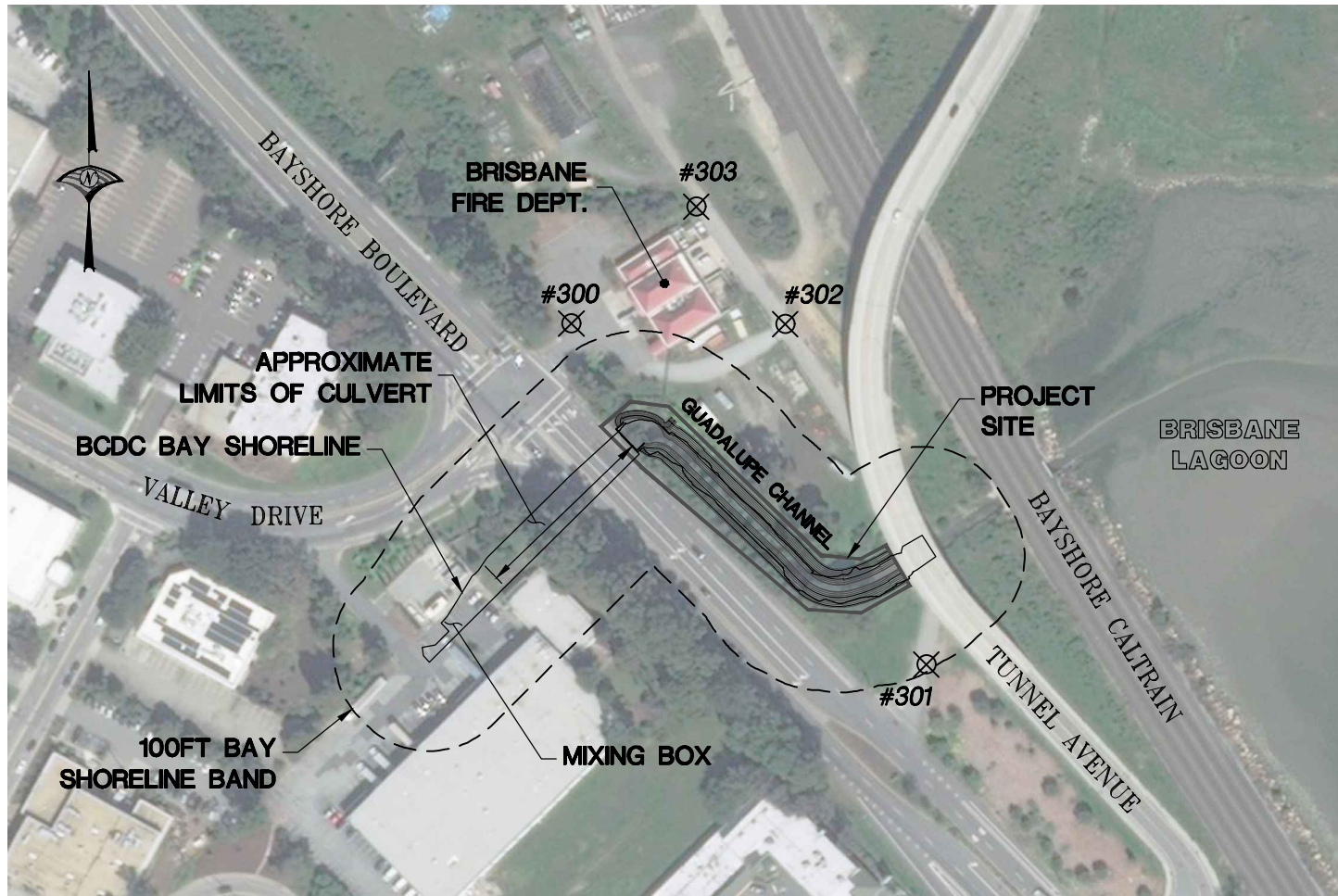
CITY OF BRISBANE

GUADALUPE CHANNEL EROSION CONTROL PROJECT

PROJECT NO. 9018

GENERAL NOTES

- ALL WORK SHALL BE DONE IN CONFORMANCE WITH THE APPROVED PLANS.
- CONTRACTOR SHALL NOTIFY PUBLICS WORKS DEPARTMENT AT LEAST 24 HOURS IN ADVANCE OF ANY REQUIRED INSPECTIONS.
- NO WORK SHALL BE PERFORMED DURING HOURS OTHER THAN NORMAL WORKING HOURS WHICH ARE MONDAY THROUGH FRIDAY 8:00 AM TO 5:00 PM, AND SATURDAY AND SUNDAY 9:00 AM TO 7:00 PM. FOR WORKING HOURS OTHER THAN SPECIFIED, A SPECIAL REQUEST IN WRITING MUST BE SUBMITTED FOR APPROVAL AND FEES COLLECTED.
- NO WORK, TRAFFIC CONTROL, OR TRAFFIC DETOURS WILL BE ALLOWED WITHIN TRAFFIC LANES OF BAYSHORE BLVD. BEFORE 9:00 AM OR AFTER 4:00 PM MONDAY THROUGH FRIDAY.
- CONSTRUCTION NOISE LIMITATIONS SHALL BE AS SPECIFIED IN BRISBANE MUNICIPAL CODE (BMC) 8.28.60 A AND 8.26.60 B.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE TO THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE STREAMBED ALTERATION AGREEMENT, UNITED STATES ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NUMBER 13, REGIONAL WATER QUALITY CONTROL BOARD 401 CERTIFICATION/WASTE DISCHARGE REQUIREMENTS, AND SAN FRANCISCO BAY CONSERVATION AND DEVELOPMENT COMMISSION PERMIT.
- STAGING, INCLUDING THE STORAGE OF EQUIPMENT AND STOCK PILING OF MATERIALS, SHALL NOT BE ALLOWED WITHIN THE PUBLIC RIGHT-OF-WAY. UPON DEMAND OF CITY, PERMITEE SHALL PROVIDE WRITTEN PROOF OF PERMISSION TO UTILIZE PRIVATE PROPERTY WITHIN CITY LIMITS FOR STAGING OR OTHER WORK ON THE PROJECT. STAGING AND STOCK PILING WITH THE IDENTIFIED LIMITS OF WORK SHALL BE COORDINATED WITH THE PUBLIC WORKS DEPT.
- TRUCKS DELIVERING MATERIALS TO, OR REMOVING MATERIALS FROM, THE JOB SITE SHALL NOT BLOCK PUBLIC TRAFFIC ACCESS NOR THE FIRE STATION INGRESS AND EGRESS AT 3445 BAYSHORE BLVD AT VALLEY DRIVE AT ANYTIME. APPROVALS MUST BE OBTAINED PRIOR TO PLANNING FOR ANY IMPACTS TO ACCESS TO 125 VALLEY DRIVE.
- DUST CREATED BY THE GRADING OPERATION SHALL BE CONTROLLED PER SECTION 15.01.330 OF THE BMC, AND PER THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT'S STANDARD DUST CONTROL MEASURES FOR ALL CONSTRUCTION SITES (BAAQMD CEQA GUIDELINES, TABLE 2) AND TO THE SATISFACTION OF THE CITY.
- UNDERGROUND SERVICE ALERT SHALL BE CONTACTED 48 HOURS PRIOR TO COMMENCEMENT OF WORK, AND ALL EXCAVATION WORK SHALL FULLY BE IN COMPLIANCE WITH SECTION 4216 ET. SEQ OF THE CALIFORNIA GOVERNMENT CODE.
- UNLESS OTHERWISE SPECIFIED, ALL WORK SHALL BE PERFORMED PER CALTRANS STANDARD SPECIFICATIONS, 2018.
- GEOWEB BRAND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
- ALL EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY AT THE EXPENSE OF THE CONTRACTOR.
- LOW FLOW DIVERSION PLAN SHALL BE PREPARED BY THE CONTRACTOR AND APPROVED BY THE CITY.
- ALL AREAS CLEARED OF VEGETATION WITHIN THE LIMITS OF WORK SHALL BE HYDROSEEDDED, UNLESS OTHERWISE INDICATED ON THE LANDSCAPE PLANS. THE NATIVE HYDROSEED MIX LISTED IN TABLE 1 (SHEET 1), OR AN APPROVED ALTERNATIVE, SHALL BE APPLIED PRIOR TO OCTOBER 15TH. SOIL SHALL BE AMENDED AS NECESSARY TO PROMOTE ESTABLISHMENT OF THE SPECIFIED VEGETATION. THE HYDROSEED SLURRY MIX SHALL CONSIST OF A COMPOST/WOOD FIBER AT 800 LBS PER ACRE, NON-ASPHALTIC TACKIFIER AT 130 LBS PER ACRE, SEED AND WATER. FOR SLOPES GREATER THAN 3:1, A LAYER OF STRAW ON TOP OF THE APPLIED SLURRY SHALL BE APPLIED.
- APPROXIMATE LOCATION OF CULVERT AND MIXING BOX SHOWN. CONTRACTOR TO REMOVE SEDIMENT FROM CULVERT AND MIXING BOX. SEE RECORD DRAWINGS FOR DIMENSIONS OF THE 3 CULVERT BOXES AND THE MIXING BOX.



VICINITY MAP

SCALE: 1"=100'

TABLE 1

BOTANICAL NAME (COMMON NAME)	PERCENT GERMINATION (MINIMUM)	POUNDS PER LIVE SEED PER ACRE
BROMUS CARINATUS (CALIFORNIA BROME)	80	20
ELYMUS GLAUCUS (BLUE WILD RYE)	80	15
ESCHSCHOLZIA CALIFORNICA (CALIFORNIA POPPY)	75	3
FESTUCA RUBRA (PT. MOLATE FESCUE)	75	8
HORDEUM BRACHYANTHERUM (MEADOW BARLEY)	70	20
VULPIA MICROSTACHYS (THREE WEEK FESCUE)	80	8

CONTACT REPRESENTATIVES

CLIENT/ CONSULTANT	REPRESENTATIVES		PHONE
U.S.A.			1-800-227-2600
OWNER	CITY OF BRISBANE	JERRY FLANAGAN	(415) 508-2130
DESIGN ENGINEER	WOOD RODGERS, INC.	HARVEY OSCLICK	(916) 326-5297
IRRIGATION			
BASIN DRAINAGE			
GAS			
ELECTRICITY			
TELEPHONE			
SEWER/WATER/DRAINAGE	SAN MATEO COUNTY		
TRANSPORTATION	SAN MATEO COUNTY		

SHEET INDEX

SHEET	SHEET TITLE
1	TITLE SHEET & VICINITY MAP
2	HORIZONTAL CONTROL PLAN
3	PLAN VIEW SHEET
4	CROSS SECTIONS SHEET
5	DETAILS & NOTES - 1 of 2
6	DETAILS & NOTES - 2 of 2
7	IRRIGATION NOTES
8	IRRIGATION PLAN
9	IRRIGATION DETAILS (1)
10	IRRIGATION DETAILS (2)
11	PLANTING SCHEDULE & NOTES
12	PLANTING PLAN
13	PLANTING DETAILS

ABBREVIATIONS

AC	ASPHALT CONCRETE
BDCD	BAY CONSERVATION AND DEVELOPMENT COMMISSION
BMC	BRISBANE MUNICIPAL CODE
CL	CENTERLINE
DWG	DRAWING
EL, ELEV	ELEVATION
EXIST, EX	EXISTING
FG	FINISHED GRADE
FL	FLOW LINE
GFRP	GLASS FIBER REINFORCED POLYMER
R/W	RIGHT-OF-WAY
STA	STATION

CONTROL NOTES

BASIS OF BEARINGS	THE BEARING NORTH N50°44'49"W WEST BETWEEN FOUND MONUMENTS 107 AND 117 AS ON THE ROS#8080 FILLED APRIL 4, 2014 IN BOOK EE OF MAPS AT PAGES 147-157, COUNTY OF SAN FRANCISCO WAS USED AS THE BASIS OF BEARINGS
BENCHMARK	THE BENCHMARK FOR THIS PROJECT IS A NGS 2.5" DOMED ALUMINUM DISK MONUMENT AB7679 STAMPED "CALIF DEPT OF TRANSPORTATION 1994 STA 04 GF" ON TOP OF A RETAINING WALL @ EASTERLY (BAY) SIDE OF AN ASPHALT PATH WHICH RUNS PARALLEL (EASTERLY) OF HARNEY WAY, 136' NLY OF AN IRON ACCESS GATE LEADING TO THE ASPHALT PATH, 5' NLY OF WHERE THE CONCRETE AREA NORTH OF THE GATE ENDS AND THE ASPHALT PATH BEGINS ELEVATION 12.133 DATUM NAVD88 CITY OF SAN FRANCISCO HIATUS PT#107
HORIZONTAL COORDINATES	THE HORIZONTAL COORDINATES ARE APPROXIMATE STATE PLANE ZONE III US SURVEY FEET, GROUND DISTANCES

BENCH MARK

POINT	NORTHING / EASTING	ELEV	DESCRIPTION
107	2085130.26, 6013910.28	12.13	FD CALIF DOT BM 107
117	2089533.73, 6008521.28	384.39	FD CCSF BM 117

SURVEY CONTROL POINTS

THE COORDINATES AND ELEVATIONS SHOWN HEREON ARE BASED LOCALLY UPON THE FOLLOWING CONTROL POINTS:

POINT	NORTHING	EASTING	ELEV	DESCRIPTION
300	2078398.93	6011805.50	14.84	MAG + SHINER
301	2078015.53	6012204.69	14.82	MAG + SHINER
302	2078398.25	6012045.89	13.33	MAG + SHINER
303	2078530.39	6011945.89	13.51	MAG + SHINER

✕ SURVEY CONTROL POINT

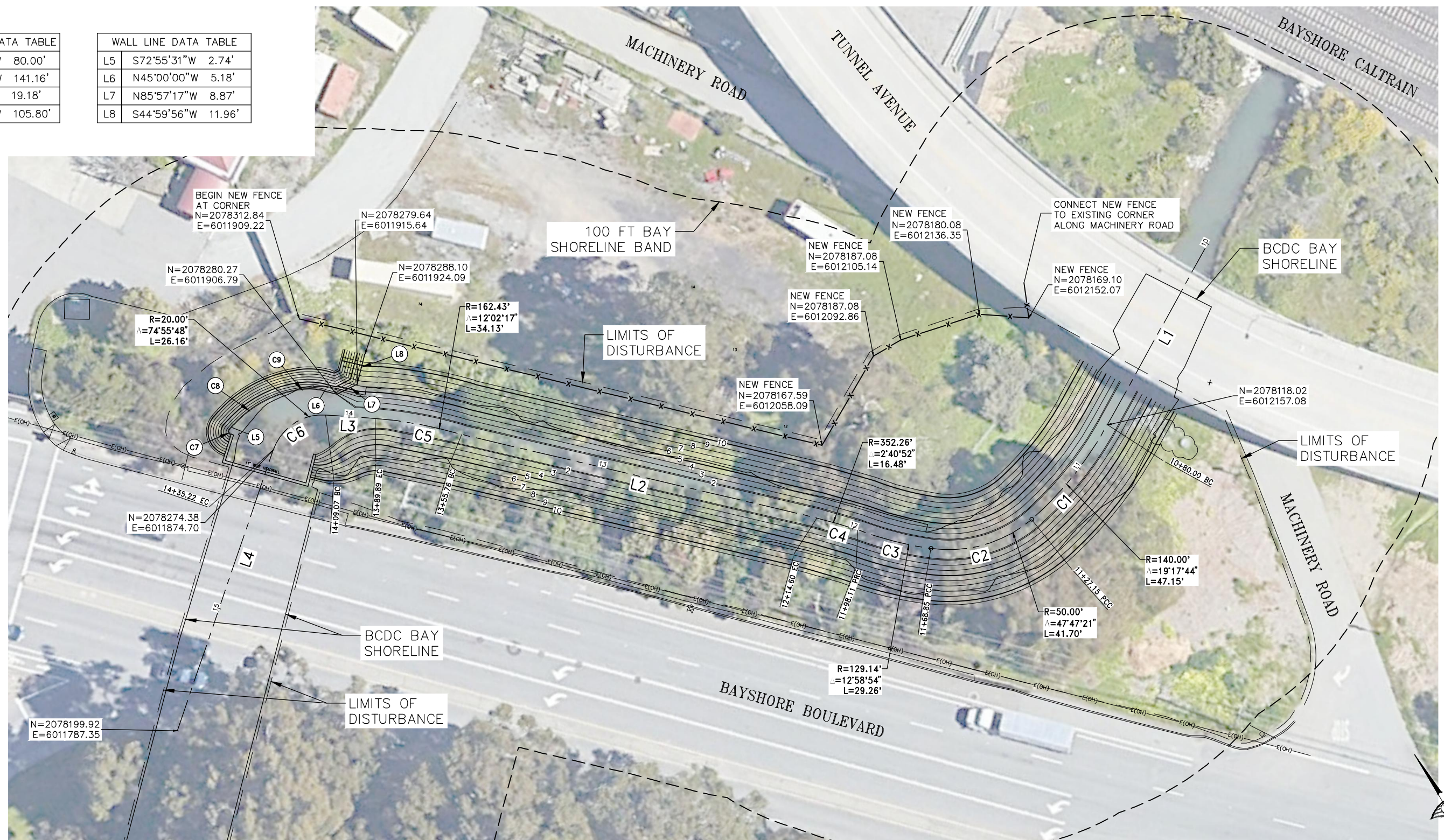
CONTRACTOR SHALL PRESERVE AND PROTECT ALL CONTROL POINTS. WHERE CONTROL POINTS CONFLICT WITH OR WILL BE REMOVED BY CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL REMOVE AND REPLACE THE CONTROL POINTS AT CONTRACTOR'S EXPENSE.

CHANNEL LINE DATA TABLE

L1	S59°42'00"W	80.00'
L2	N46°03'33"W	141.16'
L3	N55°31'12"W	19.18'
L4	S49°33'00"W	105.80'

WALL LINE DATA TABLE

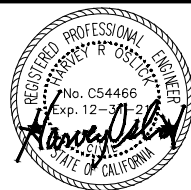
L5	S72°55'31"W	2.74'
L6	N45°00'00"W	5.18'
L7	N85°57'17"W	8.87'
L8	S44°59'56"W	11.96'



CONSTRUCTION NOTES

1. CURVES C7, C8, C9 AND LINE L6 APPLY TO 1.8' ELEVATION.
FIELD ADJUST AT CURVE C7 AS NEEDED TO MATCH EXISTING WALL.

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HORIZONTAL CONTROL PLAN
GUADALUPE CHANNEL EROSION
CONTROL PROJECT
BRISBANE CALIFORNIA

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REVISIONS		DATE

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STREETS AND TRAFFIC
(SEWER SERVICES) _____
STREETS AND TRAFFIC
(TRAFFIC OPERATIONS) _____
PARKS AND RECREATION _____

TRANSPORTATION _____
SANITARY _____
STORM _____
ELECTRICAL _____
CONSTRUCTION _____
SURVEYS _____



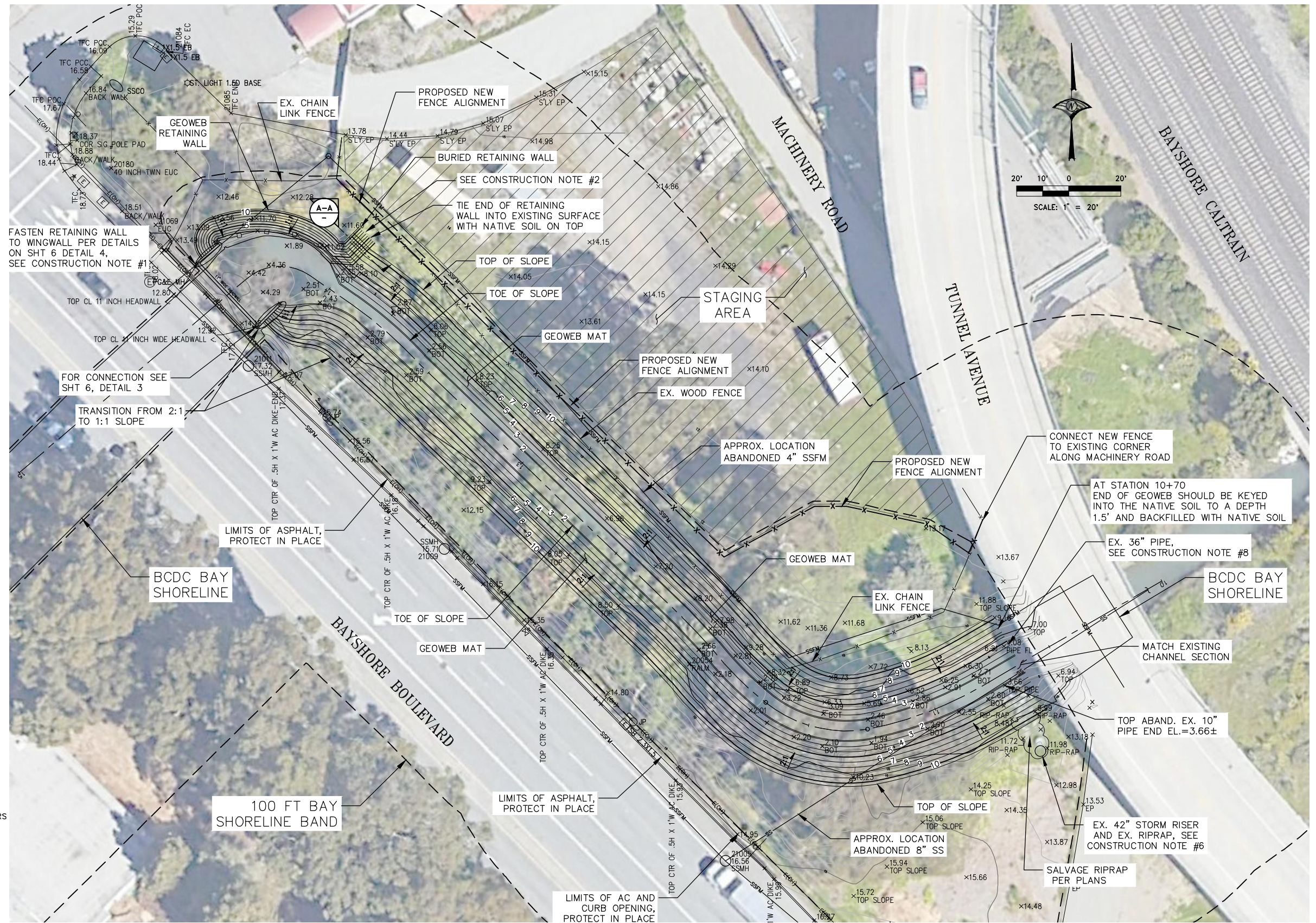
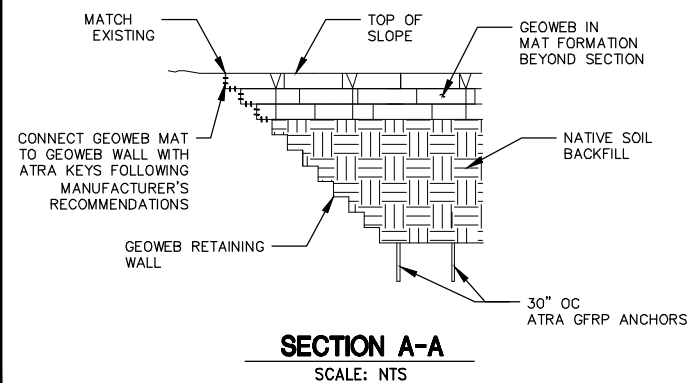
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BRISBANE, CALIFORNIA

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PROJ. ENGR. : **H. OSICK**
DATE: **05/01/2020**
SCALE: **AS SHOWN**
SHEET NO: **2** OF **13** SHEETS

MR RANDY L BREULT
DIRECTOR OF PUBLIC WORKS
Randy Breult
FILE NO.

CONSTRUCTION NOTES

1. WESTERN END OF 1H: 1V GEOWEB RETAINING WALL SHALL BE ANCHORED TO THE EXISTING WING WALL USING BOLTS SECURED TO THE WING WALL. THE RETAINING WALL SHALL BE ANCHORED TO THE BOLTS USING TP31 TENDONS BEND AND ANCHORING CONFIGURATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
2. EASTERN EDGE OF RETAINING WALL SHALL END 2' BEYOND THE 9' FINISHED GRADE CONTOUR. AN ATRA GFRP ANCHOR SHALL BE USED IN EACH SECTION TO ANCHOR IT SECURELY. THE END OF THE RETAINING WALL WILL BE COVERED WITH NATIVE SOIL. AND CARE SHALL BE TAKEN DURING THE BACKFILL PROCESS NOT TO DAMAGE THE RETAINING WALL.
3. EXISTING SHEET PILE WALL ON OUTSIDE CURVE FROM APPROXIMATE STATIONS 16+40 TO 16+70 AND ABOVE THE BASE OF THE GEOWEB RETAINING WALL SHALL BE REMOVED BY THE CONTRACTOR. EXISTING WOOD FENCE WITHIN LIMITS OF CHANNEL WORK SHALL BE REMOVED BY THE CONTRACTOR.
5. CONTRACTOR TO CONSTRUCT NEW CHAIN LINK FENCE IN CONFIGURATION SIMILAR TO EXISTING FENCE. ALIGNMENT OF NEW FENCE TO BE APPROVED BY CITY AND AS DIRECTED BY ENGINEER.
6. REMOVE EXISTING RIPRAP AND PLACE RIPRAP AT GRADE BETWEEN EXISTING RISER AND CHANNEL SLOPE AND ON TOP OF GEOWEB.
7. A PORTION OF THE INDICATED STAGING AREA WILL BE AVAILABLE FOR THE CONTRACTOR'S USE. THE CONTRACTOR SHALL COMPLY WITH RESTRICTIONS ON THEIR USE OF THE STAGING AREA AS IDENTIFIED THE ENGINEER.
8. PROTECT EXISTING PIPE. INSTALL GEOWEB NEATLY AROUND EXISTING PIPE.



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REVISIONS		DATE

PRIVATE DEVELOPMENT
STREETS AND TRAFFIC
(SEWER SERVICES)
STREETS AND TRAFFIC
(TRAFFIC OPERATIONS)
PARKS AND RECREATION

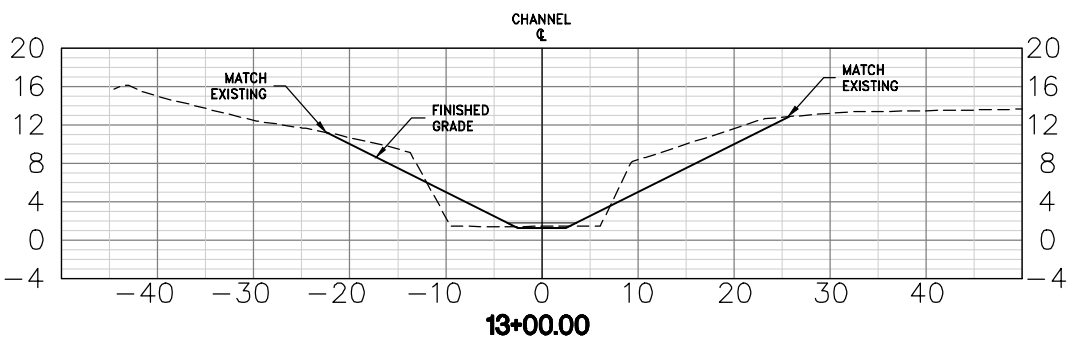
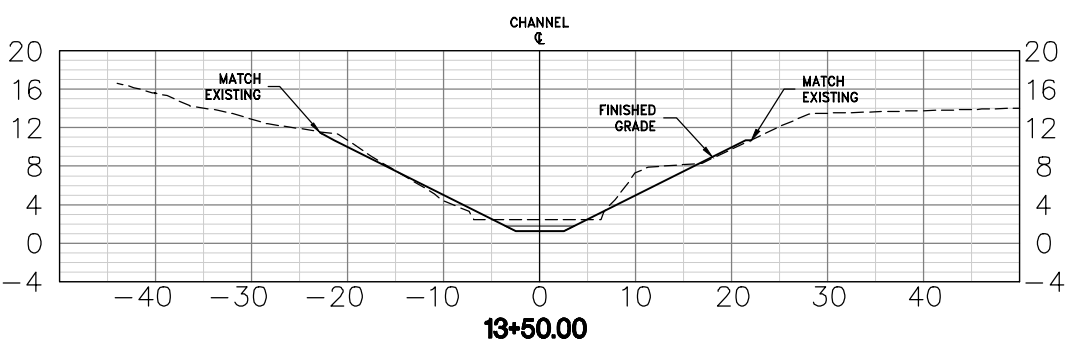
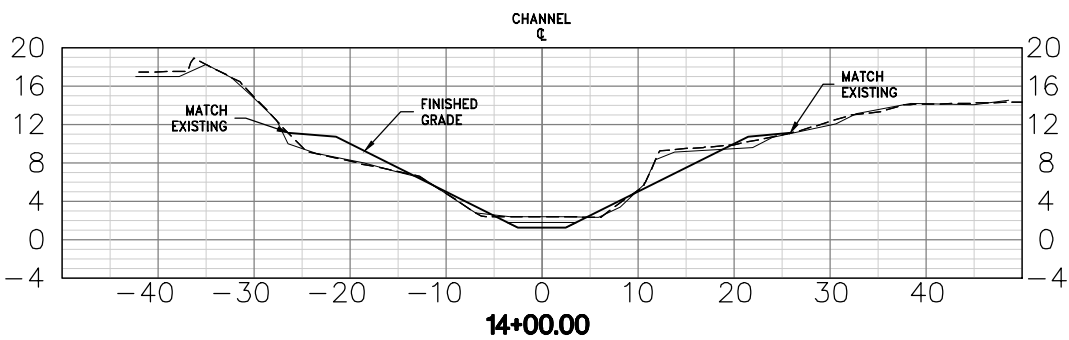
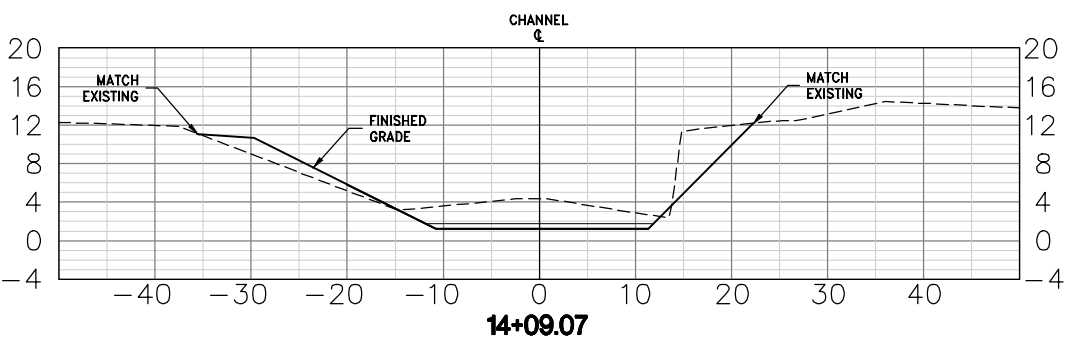
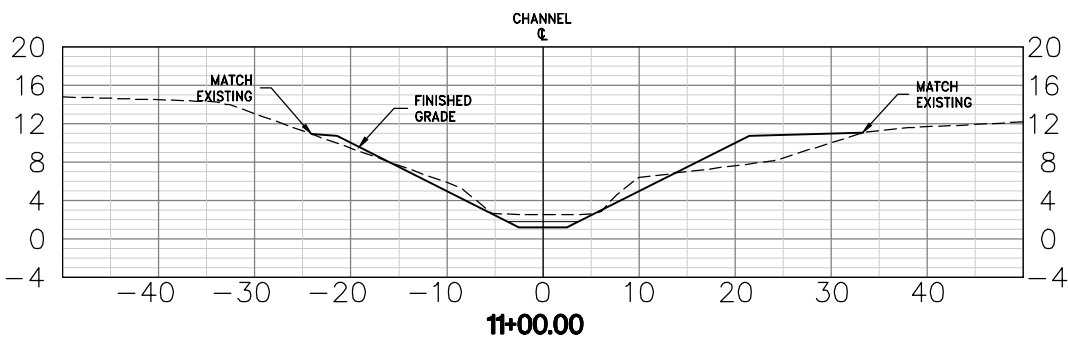
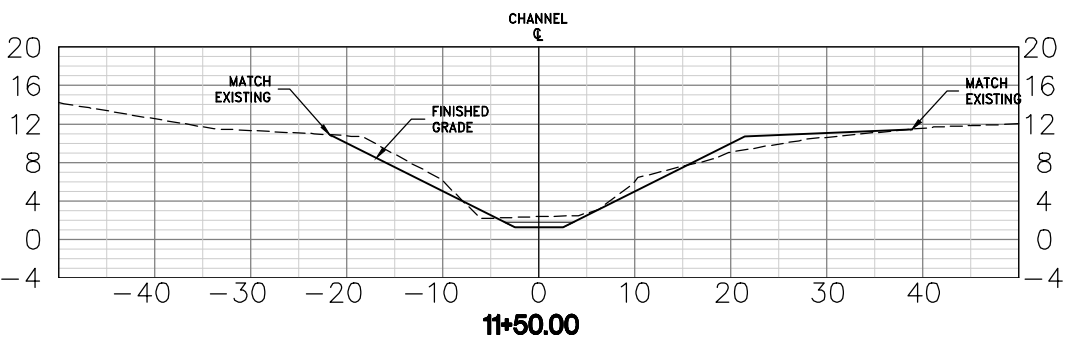
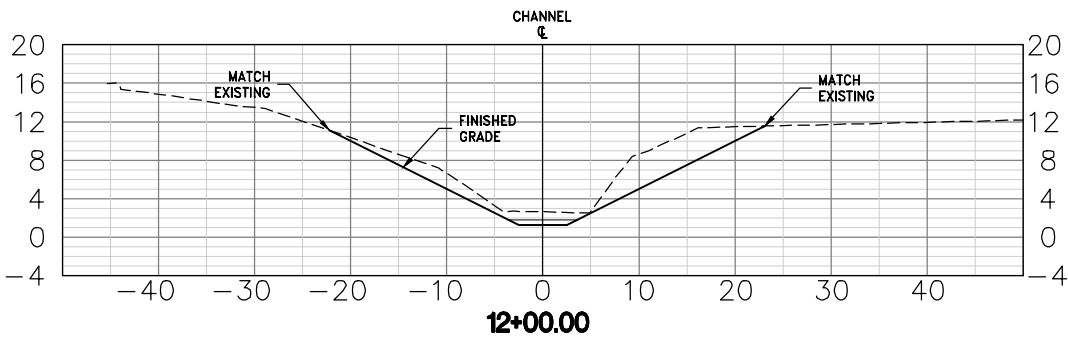
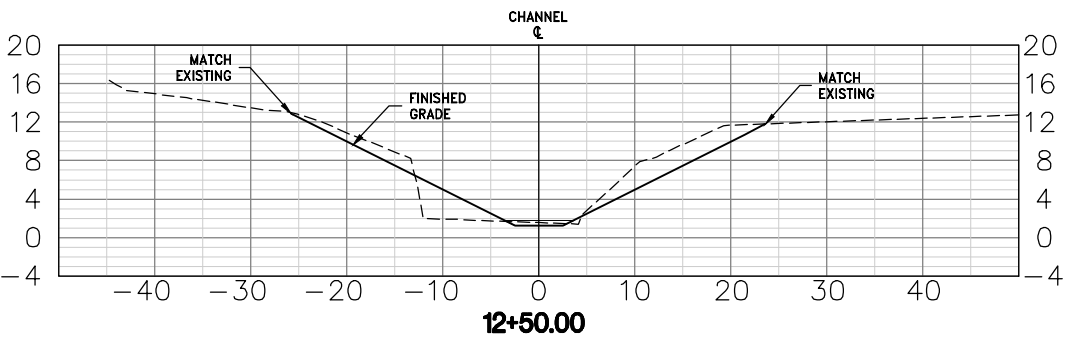
TRANSPORTATION
SANITARY
STORM
ELECTRICAL
CONSTRUCTION
SURVEYS



DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA

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PROJ. ENGR.: **H. OSLOCK**
DATE: **05/01/2020**
SCALE: **AS SHOWN**
SHEET NO: **3** OF **13** SHEETS

MR RANDY L BREault
DIRECTOR OF PUBLIC WORKS
Randy Breault
FILE NO.



R2 Breault



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CROSS SECTIONS

GUADALUPE CHANNEL EROSION

CONTROL PROJECT

BRISBANE CALIFORNIA

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REVISIONS		DATE

PRIVATE DEVELOPMENT		TRANSPORTATION	
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(SEWER SERVICES)		STORM	
STREETS AND TRAFFIC		ELECTRICAL	
(TRAFFIC OPERATIONS)		CONSTRUCTION	
PARKS AND RECREATION		SURVEYS	



DEPARTMENT OF PUBLIC WORKS

BRISBANE, CALIFORNIA

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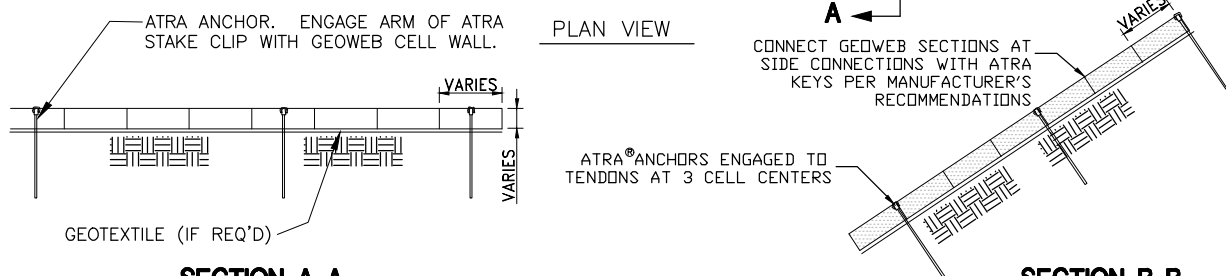
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MR RANDY L BREault

DIRECTOR OF PUBLIC WORKS

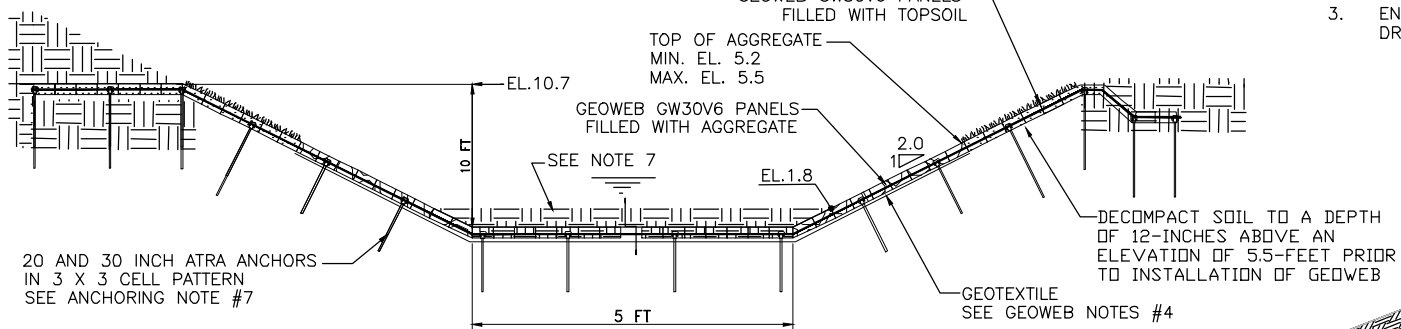
R2 Breault

FILE NO.

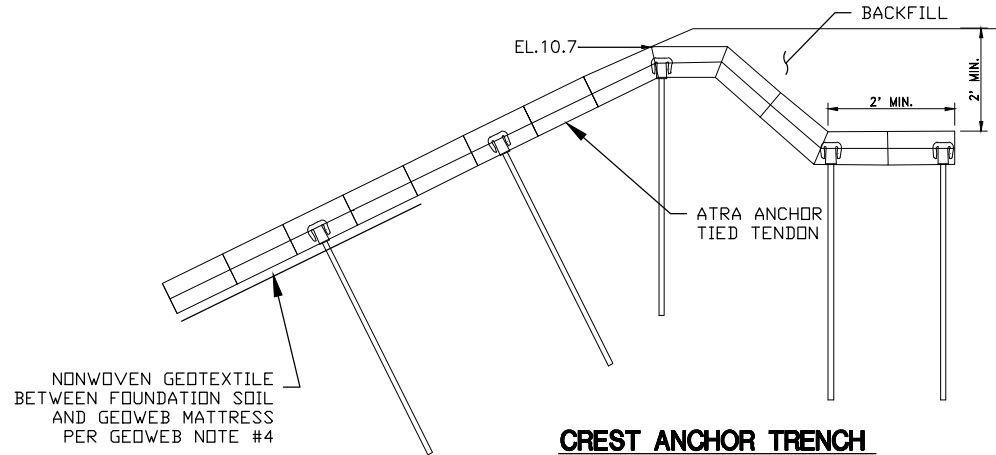


TYPICAL ATRA® ANCHOR AND TENDON SYSTEM

SCALE: NTS



SOIL FILLED (GRASS) CHANNEL PROTECTION SYSTEM

SCALE: NT⁹

CREST ANCHOR TRENCH

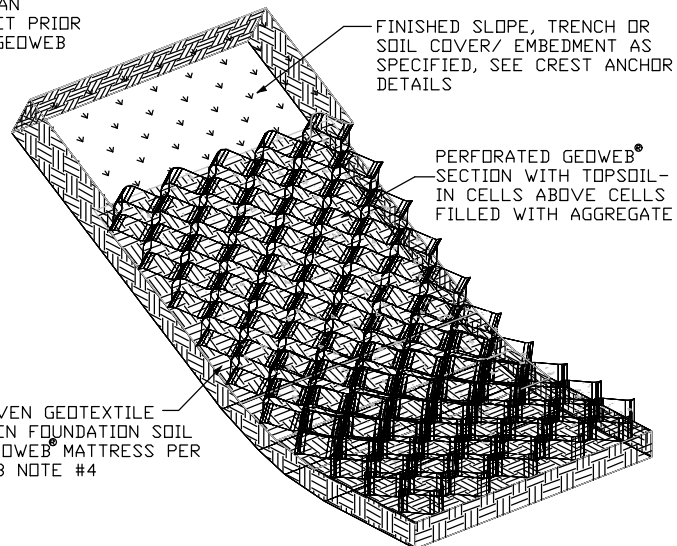
SCALE: NTS

ANCHORING NOTES:

1. ATRA ANCHORS SHALL CONSIST OF 20-INCH ATRA SPEED STAKES OR 30-INCH ATRA GFRP ANCHORS. LENGTH OF THE ATRA ANCHORS SHALL BE AS SPECIFIED.
2. PRE-ASSEMBLED ATRA GFRP (ANCHOR) ARE AVAILABLE FROM PRESTO GEOSYSTEMS.
3. THE GEOWEB SECTIONS SHALL BE ANCHORED TO RESIST SLIDING.
4. THE GEOWEB PANELS SHALL BE CONNECTED WITH ATRA KEYS AT EACH INTERLEAF AND END TO END CONNECTION.
5. GEOWEB SHALL BE ANCHORED WITH A ATRA ANCHOR EVERY 3RD CELL IN THE DOWN SLOPE DIRECTION, AND EVERY 3RD CELL PARALLEL TO THE CHANNEL. THIS IS ILLUSTRATED IN THE DETAIL TITLED "TYPICAL ATRA ANCHOR AND TENDON SYSTEM."
6. THE TENDON MATERIAL USED FOR ANCHORING SHALL BE POLYESTER TP31 OR APPROVED EQUAL. THE TENDON MATERIAL SHOULD BE SECURELY FASTENED TO EACH ATRA ANCHOR AS ILLUSTRATED IN THE DETAIL TITLED "TYPICAL ATRA ANCHOR AND TENDON SYSTEM."
7. 20" ANCHORS MAY BE USED IN AREAS WHERE UNDERLYING SOILS HAVE NOT BEEN SIGNIFICANTLY DISTURBED. 30" ANCHORS SHALL BE USED WHERE THE UNDERLYING SOIL HAS BEEN DECOMPACTED.

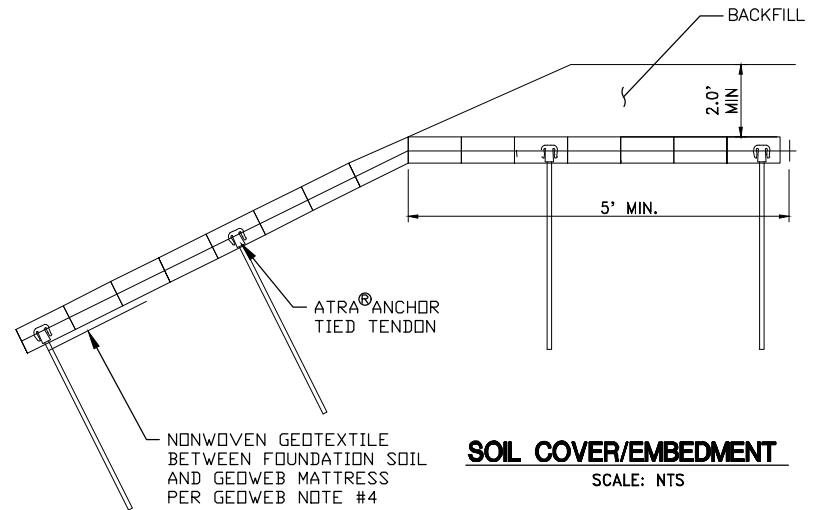
ANCHORING STEPS:

1. POSITION THE ATRA ANCHOR NEXT TO THE UP-SLOPE CELL WALL.
2. DRIVE ATRA ANCHOR INTO THE GROUND UNTIL ARM OF ATRA STAKE CLIP IS LOCATED ABOVE GEOWEB CELL WALL.
3. ENGAGE ARM OF ATRA STAKE CLIP TO CELL WALL AND DRIVE UNTIL TIGHT.



PARTIAL ISOMETRIC CHANNEL SYSTEM

SCALE: NTS



SOIL COVER/EMBEDMENT

SCALE: NTS



DETAILS & NOTES - 1 OF 2

GUADALUPE CHANNEL EROSION CONTROL PROJECT

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PRIVATE DEVELOPMENT
STREETS AND TRAFFIC
(SEWER SERVICES)

STREETS AND TRAFFIC
(TRAFFIC OPERATIONS)
PARKS AND RECREATION

TRANSPORTATION

SANITARY__

STORM_____

ELECTRICAL

CONSTRUCT SURVEYS



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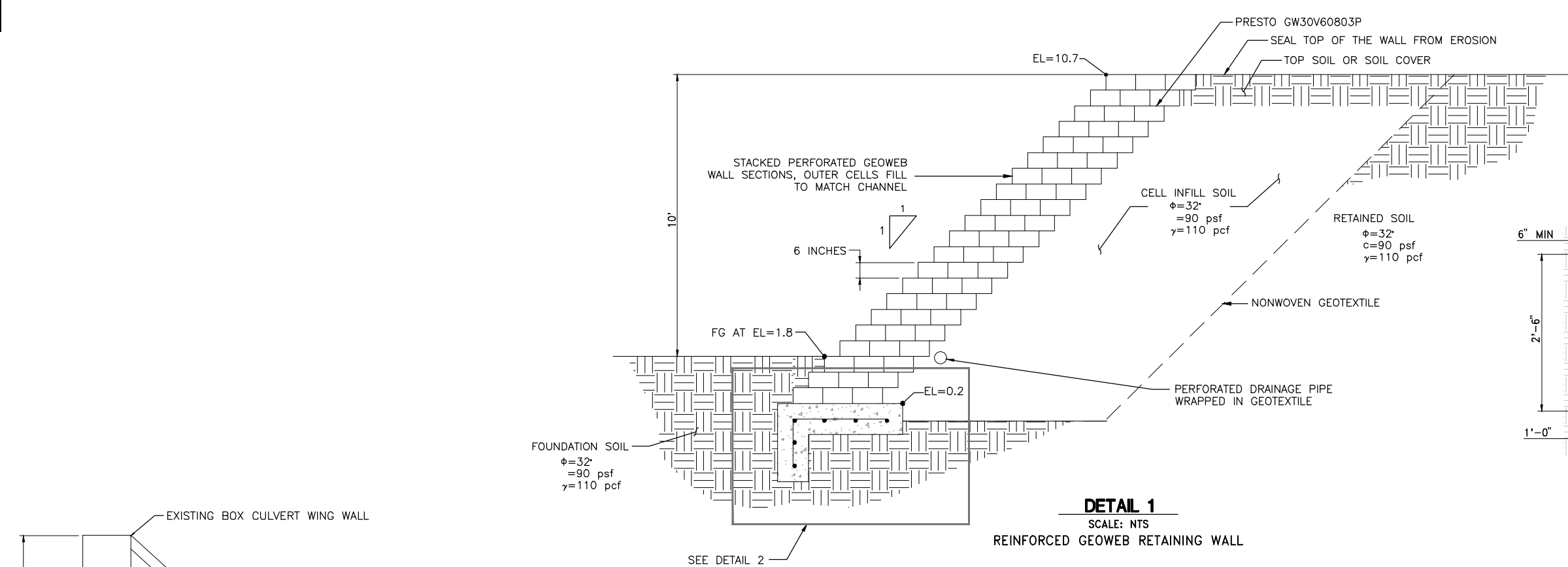
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MR RANDY L BREAUT
DIRECTOR OF PUBLIC WORKS

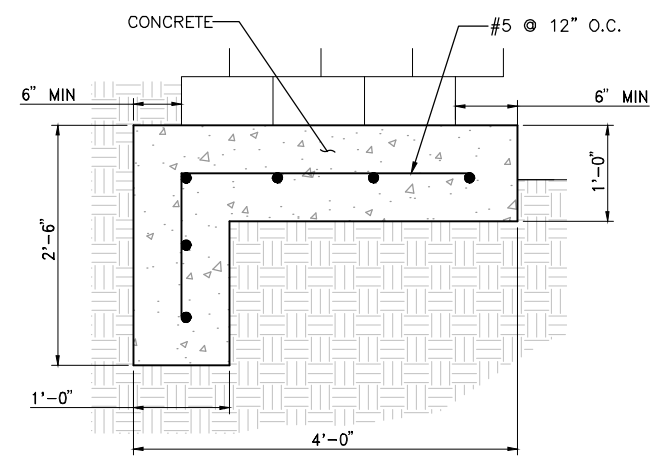
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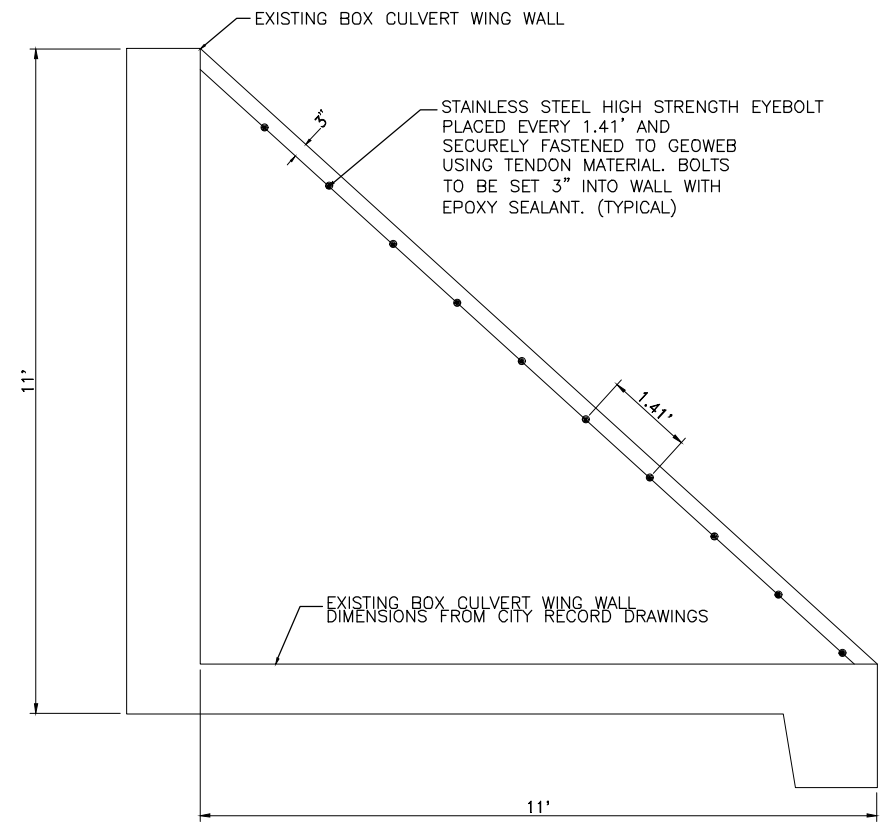
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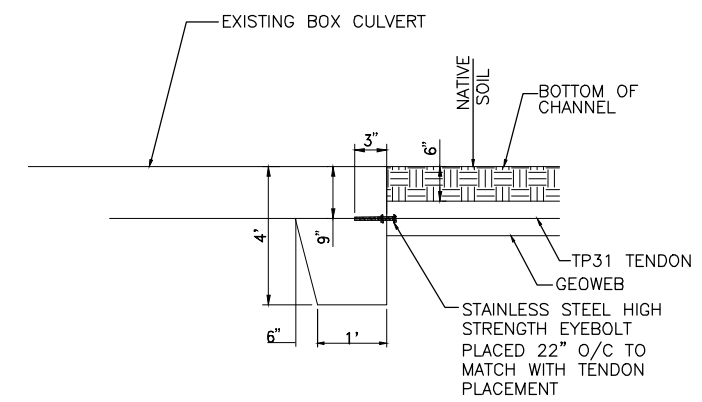
DETAIL 1
SCALE: NTS
REINFORCED GEOWEB RETAINING WALL



DETAIL 2
SCALE: NTS
GEOWEB RETAINING WALL FOOTING



DETAIL 3
SCALE: NTS
BOLT LOCATIONS ALONG EXISTING WALLS
FOR SCORING GEOWEB



DETAIL 4
SCALE: NTS
SECURING THE HORIZONTAL GEOWEB
TO THE BOX CULVERT

REINFORCED WALL SYSTEMS NOTES:

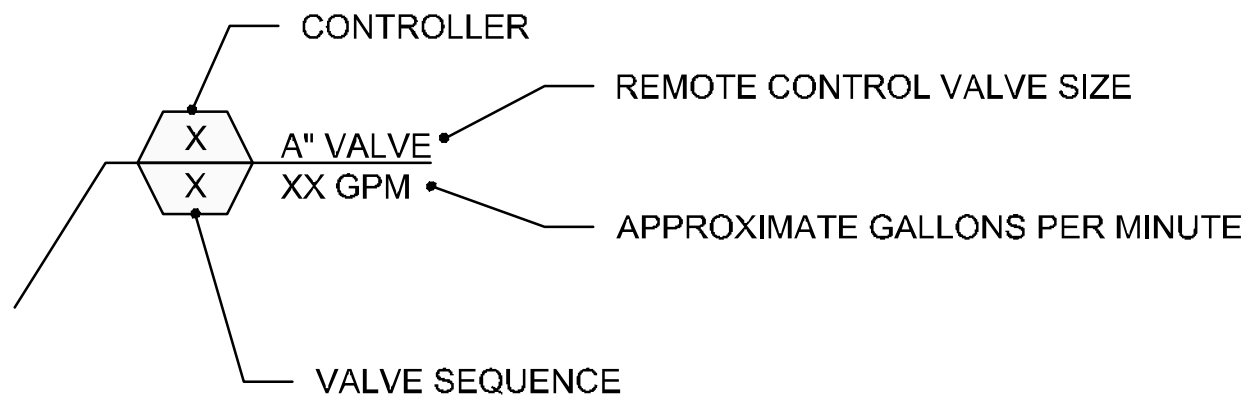
1. CONNECT THE GEOWEB SECTIONS WITH ATRA® KEYS AT EACH INTERLEAVE CONNECTION.
2. LIMIT THE DROP INFILL TO PREVENT DAMAGE TO THE CELLS.
3. PLACE BACKFILL MATERIAL WITHIN REINFORCED SOIL ZONE IN 10" INCH LIFTS AND COMPACT TO A MINIMUM 95% OF STANDARD PROCTOR DRY DENSITY.
4. DAYLIGHT DRAINAGE PIPE INTO CHANNEL AT BEND IN WALL NEAR EASTERN END OF WALL.

PRODUCTS BREAKDOWN:

FOR THE PURPOSE OF BIDDING, THE FOLLOWING ITEM AND QUANTITY TABLE IS PROVIDED FOR THE IRRIGATION SYSTEM. THE QUANTITIES PROVIDED ARE ESTIMATES AND CONTRACTOR REMAINS RESPONSIBLE FOR CONFIRMING ACTUAL QUANTITIES REQUIRED BASED ON DRAWINGS. ANY QUANTITY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT BIOLOGIST.

UNIT DESCRIPTION	UNIT	QUANTITY
BUBBLER NOZZLE	EA	241
FLEX HOSE AND FITTINGS	LF	1970
SCHEDULE 40 PLASTIC PIPE RIGID PVC AND FITTINGS (TRENCHED)	LF	800
SCHEDULE 40 PLASTIC PIPE RIGID PVC AND FITTINGS (ON GRADE)	LF	660
PRESSURE REGULATOR (3-INCH)	EA	1
VALVE BOX (18-INCH)	EA	6

VALVE CALLOUT DESCRIPTION:

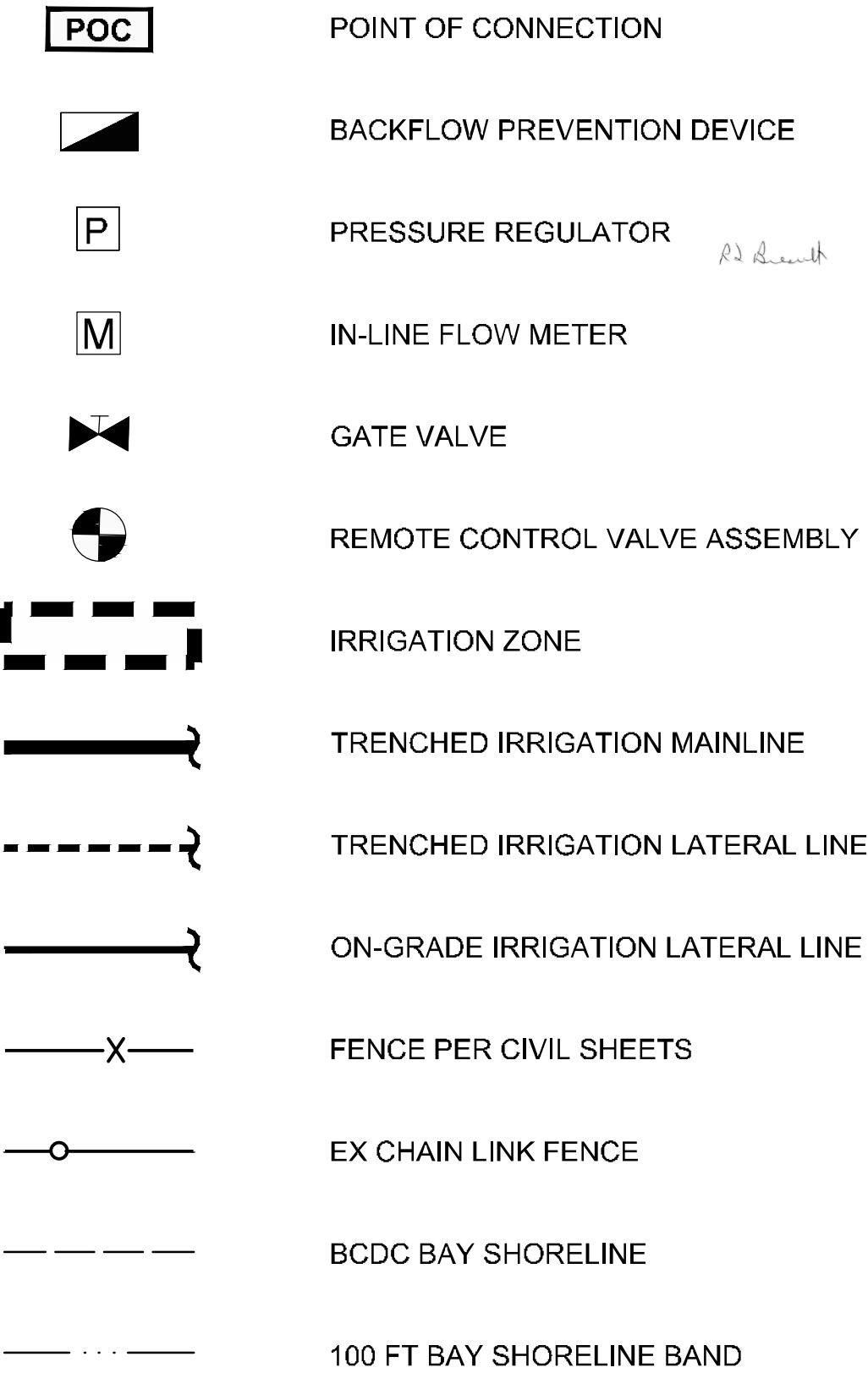


IRRIGATION MAINLINE SIZING CHART*		
SIZE	MATERIAL	GPM
1"	SCH 40 PVC	8-12
1-1/4"	SCH 40 PVC	12-22
1-1/2"	CLASS 315	22-30
2"	CLASS 315	30-48

LATERAL LINE SIZING CHART*		
SIZE	MATERIAL	GPM
1/2"	IPS FLEX HOSE **	0-3
3/4"	IPS FLEX HOSE **	3-6
1"	SCH 40 PVC	6-12
1-1/4"	SCH 40 PVC	12-22
1-1/2"	SCH 40 PVC	22-30

* UNLESS OTHERWISE NOTED ON PLANS

LEGEND



NOTES:

- THESE PLANS ARE SCHEMATIC. THE LOCATION OF THE POINT OF CONNECTION, EXISTING WATER MAIN LINE, ALL PIPING, VALVES, ETC. ARE DIAGRAMMATIC. EQUIPMENT IS SHOWN WITHIN ROADS OR PAVED AREAS FOR DESIGN CLARIFICATION ONLY. CONTRACTOR SHALL AVOID ANY CONFLICT AMONG THE IRRIGATION SYSTEM, PLANTING, AND ARCHITECTURAL OR ENGINEERING FEATURES. CONTRACTOR SHALL AVOID INSTALLATION OF IRRIGATION SYSTEM ELEMENTS WITHIN THE DRIP LINE OF EXISTING TREES.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF EXISTING UTILITIES TO REMAIN AND COORDINATING IRRIGATION WORK TO AVOID CONFLICTS WITH EXISTING UTILITIES TO REMAIN AND NEW UTILITIES.
- DUE TO THE SCALE OF THE PLANS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, ETC. THAT MAY BE REQUIRED. THE CONTRACTOR SHALL CAREFULLY INVESTIGATE THE STRUCTURAL AND FINISHED CONDITIONS AFFECTING ALL OF THE WORK AND PLAN ACCORDINGLY, AND SHALL FURNISH MATERIAL REQUIRED TO MEET SUCH CONDITIONS.
- SEE SPECIFICATIONS REGARDING SYSTEM OPERATING PRESSURE.
- IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE THEMSELVES WITH ALL GRADE DIFFERENCES, LOCATIONS OF WALLS, RETAINING WALLS, CULVERTS, ETC. CONTRACTOR SHALL COORDINATE WORK TO BE DONE WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS FOR THE LOCATION AND INSTALLATION OF SLEEVES THROUGH WALLS, UNDER PAVING, STRUCTURES, CULVERTS, ETC.
- CONTRACTOR SHALL NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN THE AREA DIMENSIONS EXIST. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. IN THE EVENT THAT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.
- FURNISH AND INSTALL ALL FITTINGS NECESSARY TO COMPLETE THE WORK.
- WORK SHALL CONFORM TO EXISTING REGULATIONS INCLUDING, BUT NOT LIMITED TO, THE CITY'S RULES AND REGULATIONS, CALIFORNIA DEPARTMENT OF PUBLIC HEALTH REGULATIONS, AND THE CALIFORNIA PLUMBING CODE.
- CONTRACTOR SHALL COORDINATE WITH THE UNDERGROUND SERVICE ALERT (USA) (1-800-227-2600) TO LOCATE UTILITY CROSSINGS AND TO EXCAVATE WITH CAUTION TO AVOID UTILITY DAMAGE.



H. T. HARVEY & ASSOCIATES
Ecological Consultants



IRRIGATION NOTES
GUADALUPE CHANNEL EROSION
CONTROL PROJECT
BRISBANE CALIFORNIA

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REVISIONS		DATE

PRIVATE DEVELOPMENT _____
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STREETS AND TRAFFIC (TRAFFIC OPERATIONS) _____
PARKS AND RECREATION _____

TRANSPORTATION _____
SANITARY _____
STORM _____
ELECTRICAL _____
CONSTRUCTION _____
SURVEYS _____

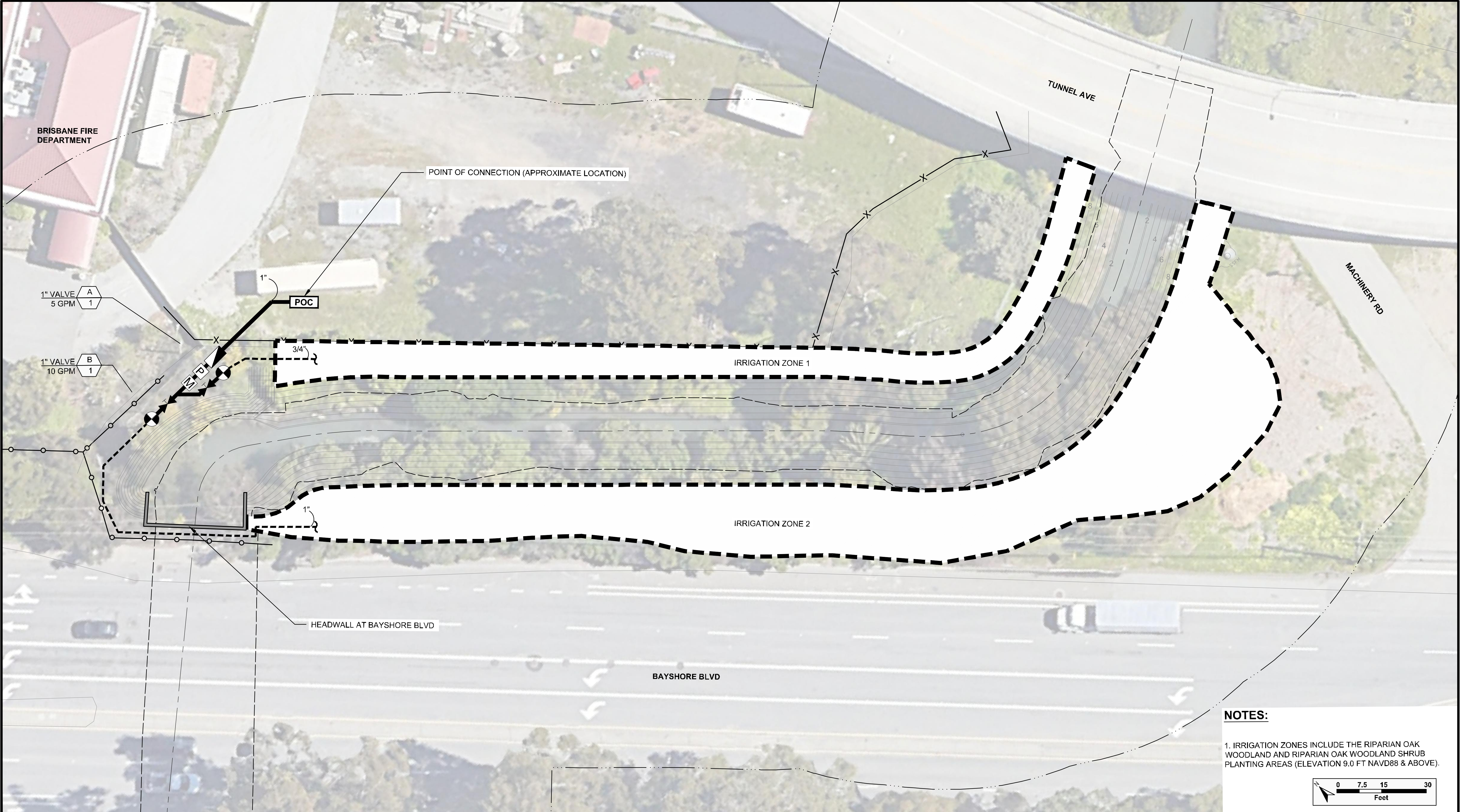


DEPARTMENT OF PUBLIC WORKS
BRISBANE, CALIFORNIA

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PROJ. ENGR. : HARVEY OSCLICK
DATE: 05/01/2020
SCALE: AS SHOWN
SHEET NO: 7 OF 13 SHEETS


MR RANDY L BREault
DIRECTOR OF PUBLIC WORKS

Randy L Breault
FILE NO.




NOTES:

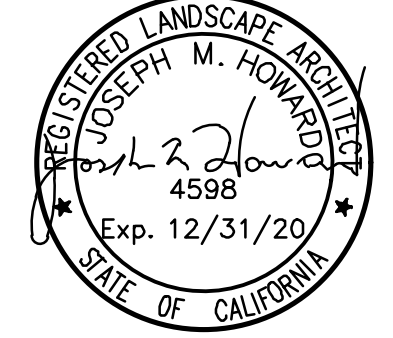
1. IRRIGATION ZONES INCLUDE THE RIPARIAN OAK WOODLAND AND RIPARIAN OAK WOODLAND SHRUB PLANTING AREAS (ELEVATION 9.0 FT NAVD88 & ABOVE).



07.51530
Feet



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IRRIGATION PLAN
GUADALUPE CHANNEL EROSION
CONTROL PROJECT

BRISBANE CALIFORNIA

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(SEWER SERVICES)
STREETS AND TRAFFIC
(TRAFFIC OPERATIONS)
PARKS AND RECREATION

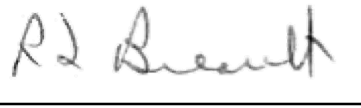
TRANSPORTATION
SANITARY
STORM
ELECTRICAL
CONSTRUCTION
SURVEYS



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BRISBANE, CALIFORNIA

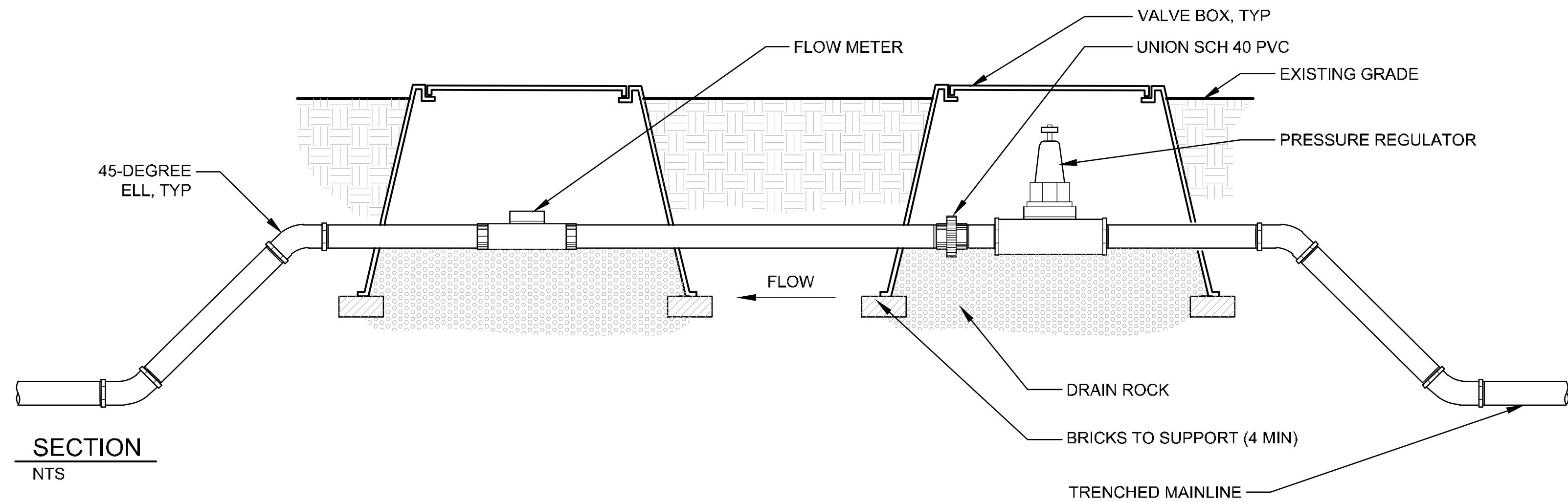
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MR RANDY L BREault
DIRECTOR OF PUBLIC WORKS

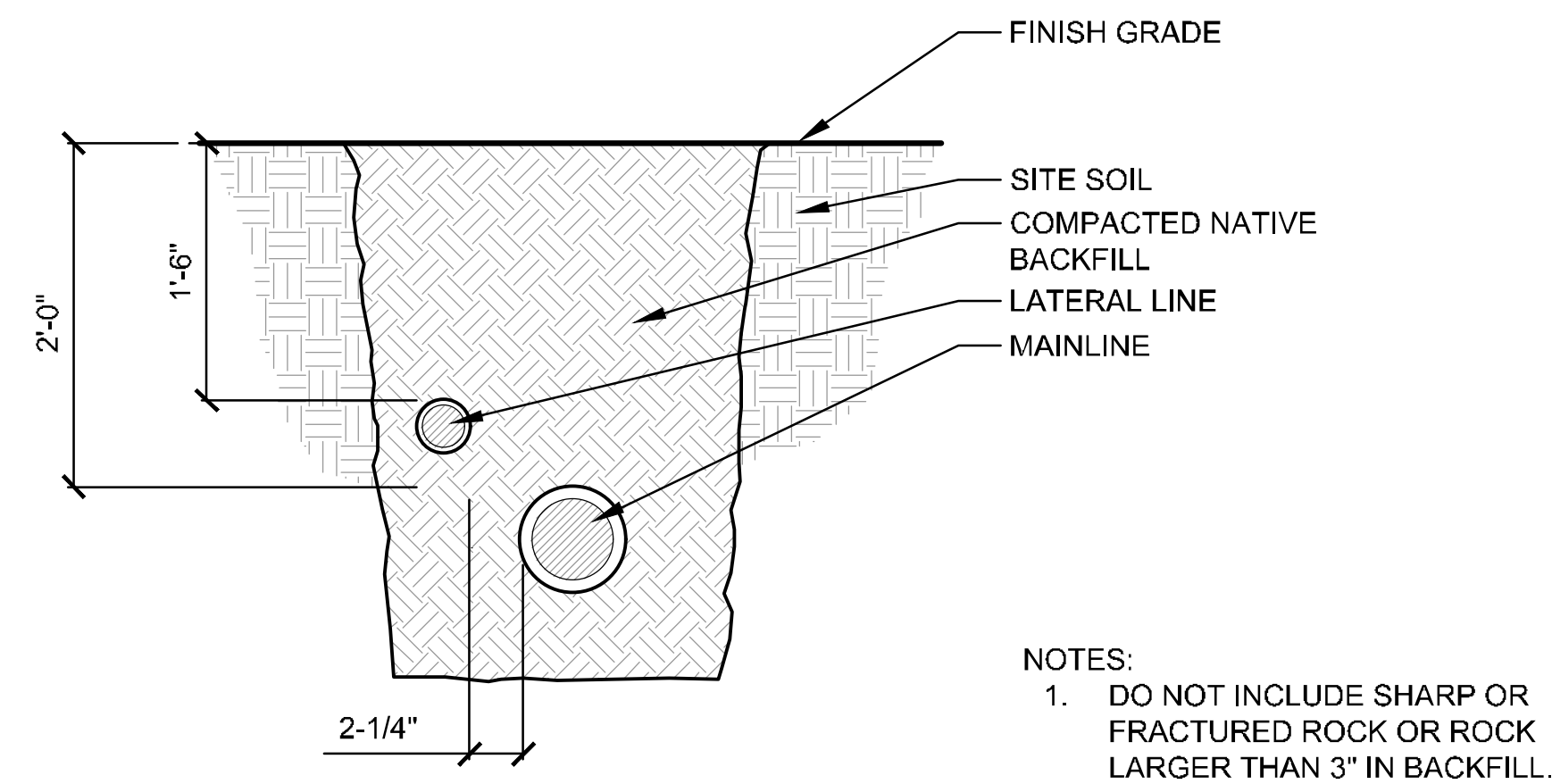


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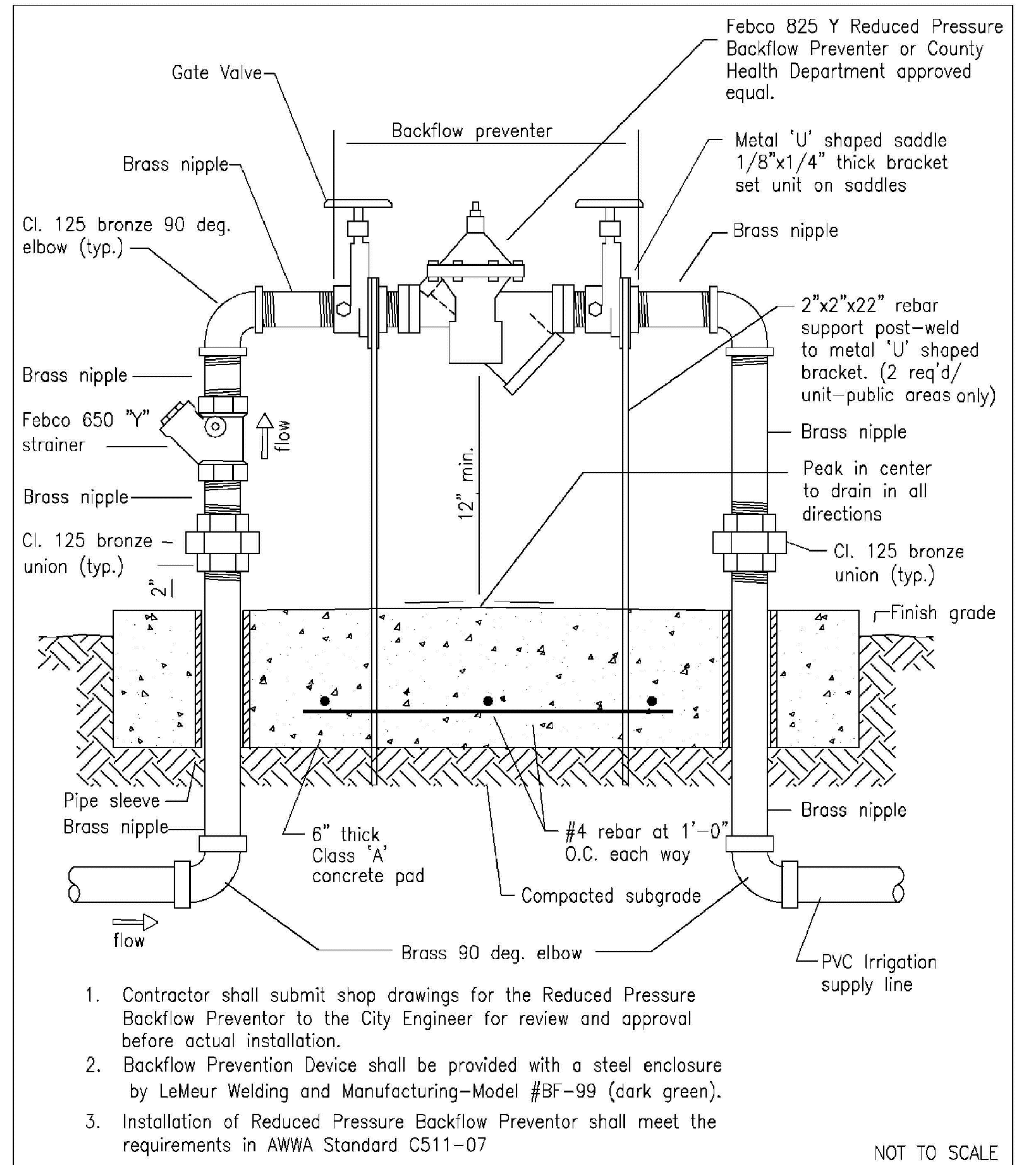


2 DIGITAL FLOW METER AND PRESSURE REGULATOR



3 IRRIGATION TRENCHING

IRRIGATION TRENCHING_MAINLINE WITH CONTROL WIRES AND LATERAL_B



1. Contractor shall submit shop drawings for the Reduced Pressure Backflow Preventor to the City Engineer for review and approval before actual installation.
2. Backflow Prevention Device shall be provided with a steel enclosure by LeMour Welding and Manufacturing-Model #BF-99 (dark green).
3. Installation of Reduced Pressure Backflow Preventor shall meet the requirements in AWWA Standard C511-07

STANDARD
DETAIL

DATE:06/25/07

CITY OF BRISBANE
DEPARTMENT OF PUBLIC WORKS

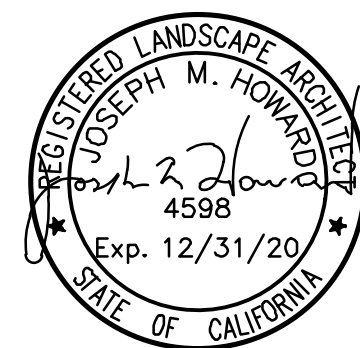
BACKFLOW PREVENTION DEVICE
(TYPICAL FOR ALL IRRIGATION SERVICES
AND OTHER HIGH RISK SERVICES)

W-8B

1 REDUCED PRESSURE BACKFLOW ASSEMBLY



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IRRIGATION DETAILS (1)
GUADALUPE CHANNEL EROSION
CONTROL PROJECT
BRISBANE CALIFORNIA

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STREETS AND TRAFFIC (TRAFFIC OPERATIONS) _____
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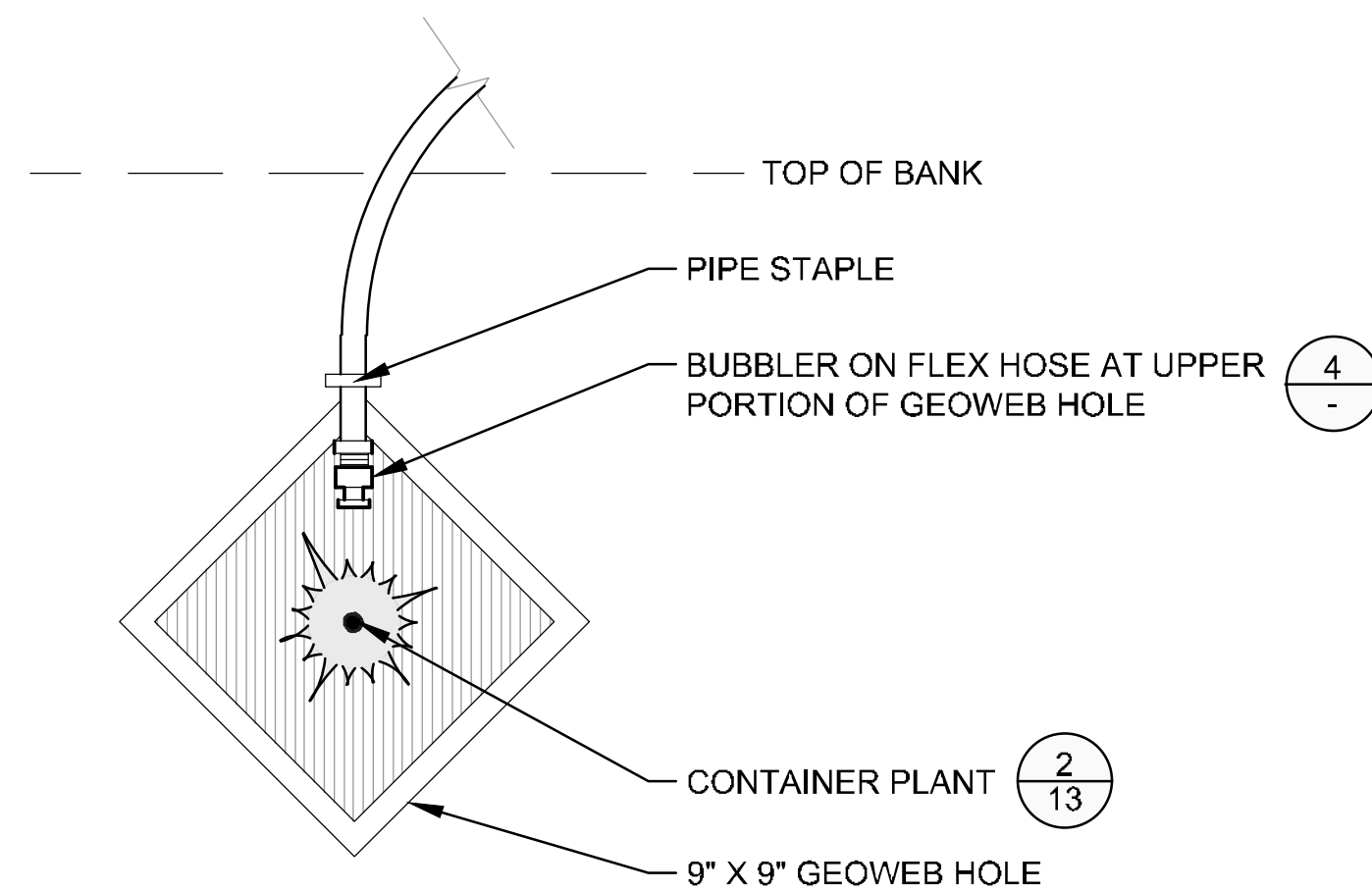


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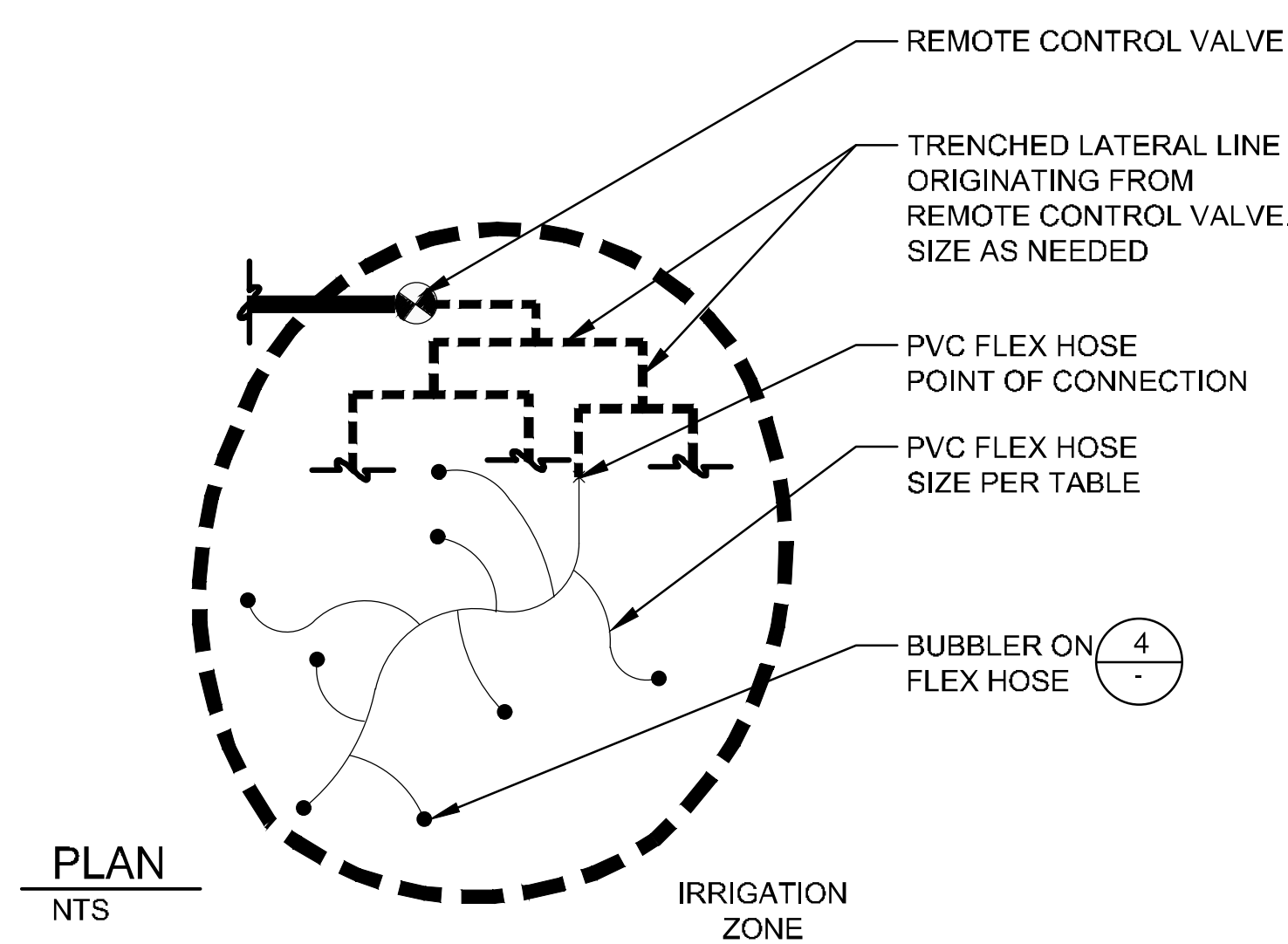
MR RANDY L BREAU
DIRECTOR OF PUBLIC WORKS

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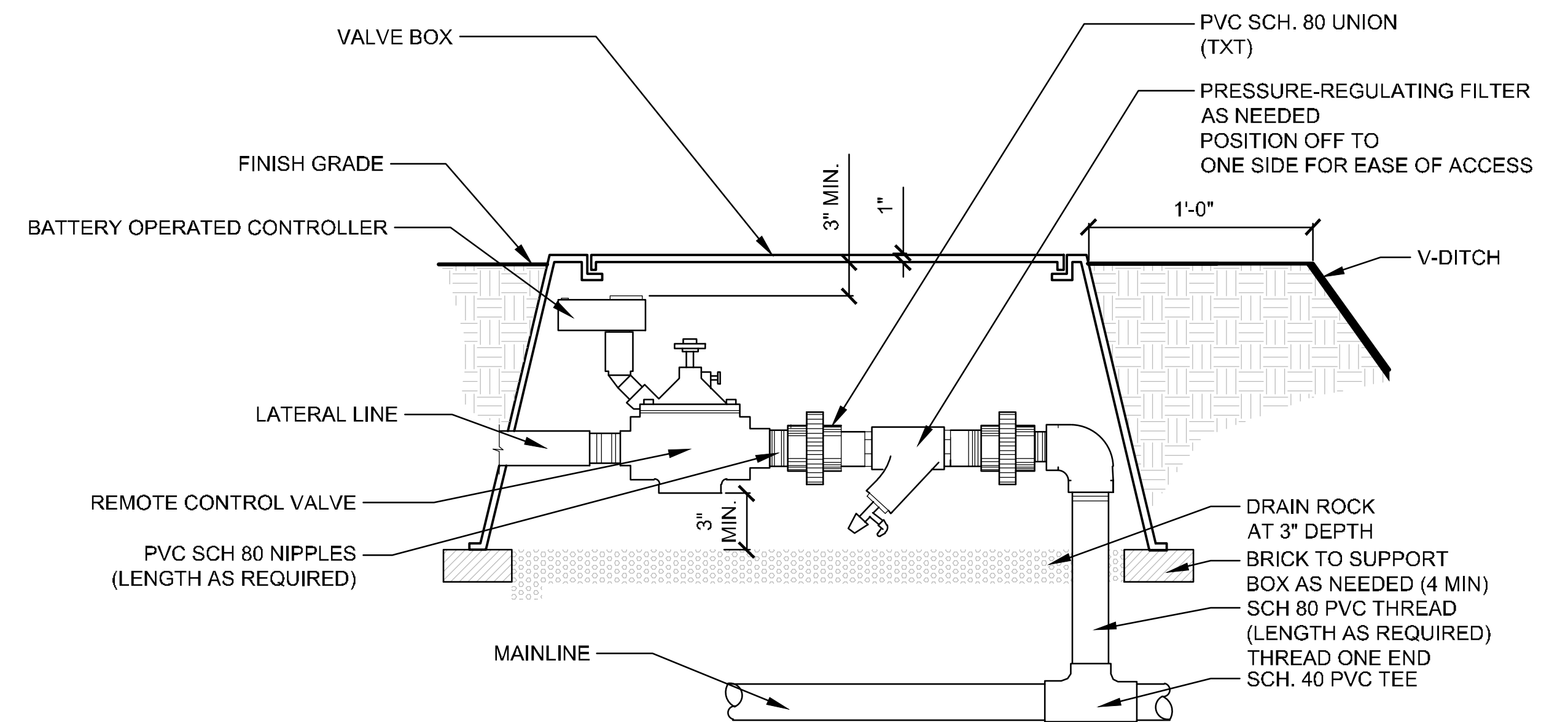
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5 BUBBLER ON FLEX HOSE IN GEOWEB
BUBBLER ON FLEX HOSE IN GEOWEB_PLAN VIEW_8



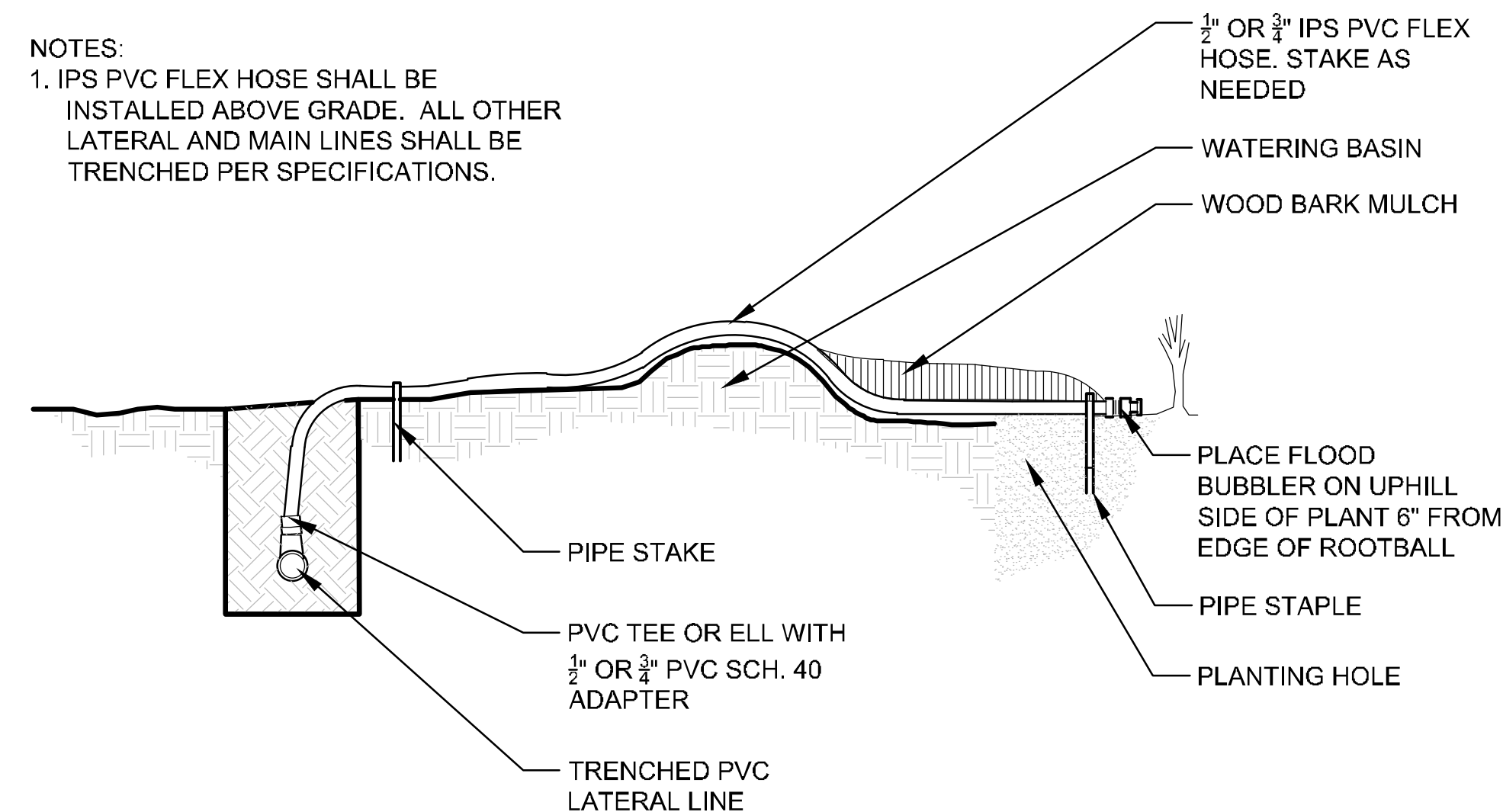
PLAN
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3 BUBBLER IRRIGATION SYSTEM, TYP
LAYOUT_CONCEPTUAL BUBBLER SYSTEM 3_12



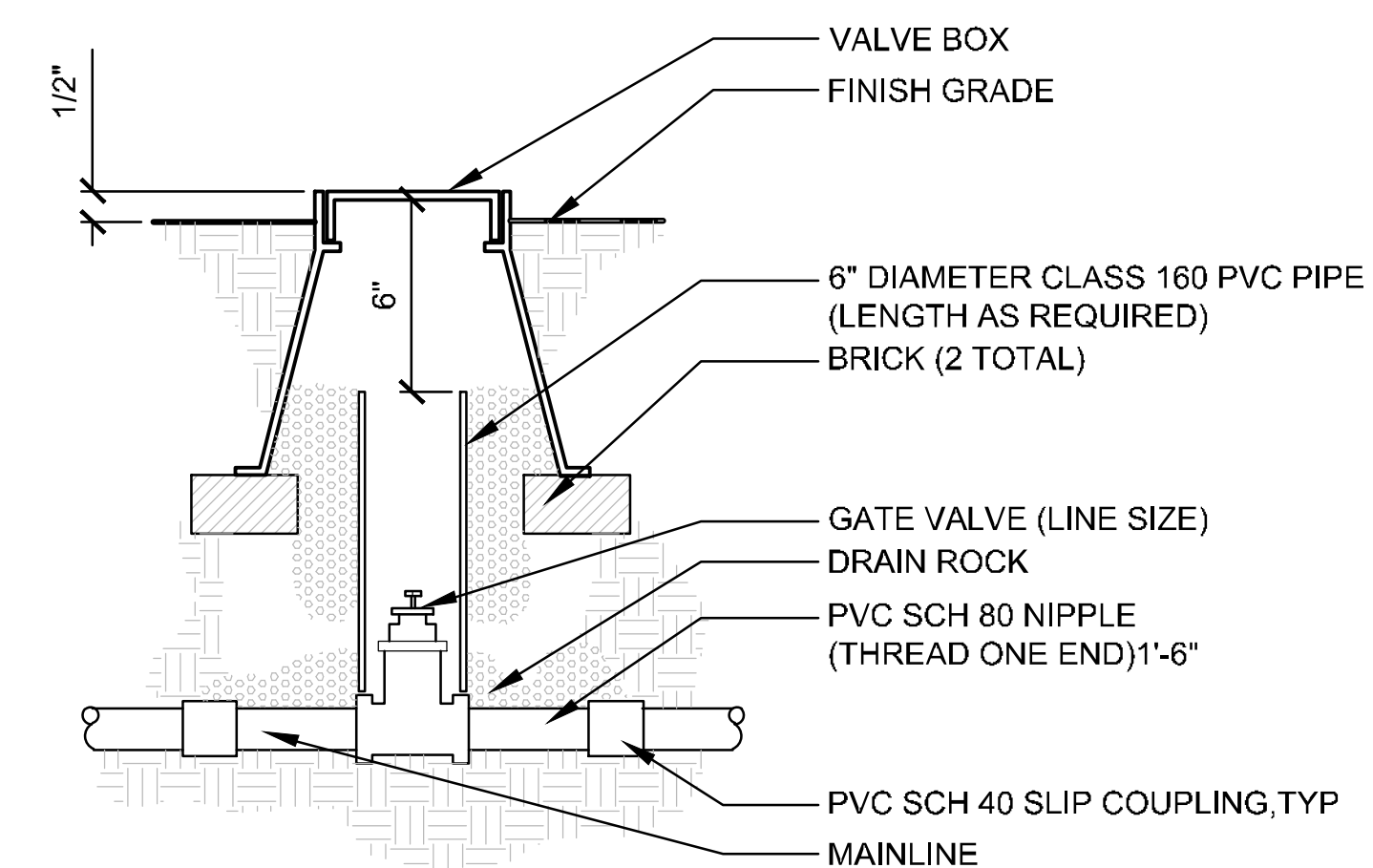
SECTION
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1 REMOTE CONTROL VALVE WITH PRESSURE-REGULATING FILTER
REMOTE CONTROL VALVE_Y FILTER_32



SECTION
NTS

4 BUBBLER ON FLEX HOSE
bubblr on flex hose_trenched main_8

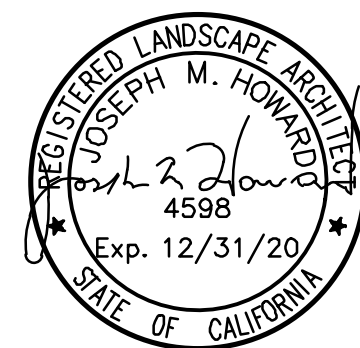


SECTION
NTS

2 GATE VALVE



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IRRIGATION DETAILS (2)

GUADALUPE CHANNEL EROSION CONTROL PROJECT

BRISBANE CALIFORNIA

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STREETS AND TRAFFIC (TRAFFIC OPERATIONS) _____
PARKS AND RECREATION _____

TRANSPORTATION _____
SANITARY _____
STORM _____
ELECTRICAL _____
CONSTRUCTION _____
SURVEYS _____



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DIRECTOR OF PUBLIC WORKS
Randy Breault
FILE NO.

NATIVE HABITAT SEED MIX

SYMBOL	BOTANICAL NAME	COMMON NAME	HYDROSEED APPLICATION RATE PLS1/ACRE (LBS)	ORIGIN
~ SEEDED ~	ACHILLEA MILLEFOLIUM	YARROW	0.2	WITHIN THE 9 BAY AREA COUNTIES
	ARTEMISIA DOUGLASIANA	MUGWORT	0.1	WITHIN THE 9 BAY AREA COUNTIES
	BROMUS CARINATUS	CALIFORNIA BROME	6	SANTA CLARA CO, ARASTRADERO PRESERVE
	ELYMUS GLAUCUS	BLUE WILDRYE	6	SANTA CLARA CO, ARASTRADERO PRESERVE
	ELYMUS TRITICOIDES	CREEPING WILDRYE	8	CONTRA COSTA CO, MARTINEZ MARSH
	EUTHAMIA OCCIDENTALIS	WESTERN GOLDENROD	0.15	CONTRA COSTA CO, MARTINEZ MARSH
	FESTUCA MICROSTACHYS	SMALL FESCUE	4	SAN MATEO CO, WOODSIDE
	FESTUCA RUBRA VAR MOLATE	RED MOLATE FESCUE	6	CONTRA COSTA CO, POINT MOLATE
	GRINDELIA STRICTA	GUMPLANT	1	NAPA COUNTY, NAPA/SONOMA MARSH
	HORDEUM BRACHYANTHERUM VAR SALT	MEADOW BARLEY	6	NAPA CO, NAPA SONOMA MARSH
	LUPINUS BICOLOR	MINIATURE LUPINE	3	NAPA CO, NAPA RIVER
	STIPA PULCHRA	PURPLE NEEDLEGRASS	5	NAPA CO, NAPA SONOMA MARSH

NOTES:

1. CONTAINER SIZES CORRESPOND TO THE FOLLOWING:

D16 = 2" DIA X 7" DEEP
D40 = 2.5" DIA X 10" DEEP
TB2 (TREEBAND 2) = 2.38" SQ X 5" DEEP
TB4 (TREEBAND 4) = 4" SQ X 10" DEEP
TP4 (TREEPOT 4) = 4" SQ X 14" DEEP
SUPERCCELL = 1.5" DIA X 8.25" DEEP

2. ALL PLANT MATERIAL IS OWNER FURNISHED, CONTRACTOR INSTALLED. REFER TO SPECIFICATIONS FOR NOTICING, DELIVERY, AND HANDLING RESPONSIBILITIES.

3. PLANT LAYOUT SHALL BE PER DETAILS AND THE SPECIFICATIONS.

RIPARIAN OAK WOODLAND PLANTING SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	CONTAINER TYPE	OC SPACING (FT) (TRIANGULAR SPACING)	PLANT QUANTITIES BY POLYGON ID		TOTAL
					ROW - 1	ROW - 2	
	AESCULUS CALIFORNICA	CALIFORNIA BUCKEYE	TP4	12	2	7	9
	FREMONTODENDRON CALIFORNICUM	FLANNEL BUSH	D40	12	2	7	9
	HETEROMELES ARBUTIFOLIA	TOYON	D40	12	2	7	9
	QUERCUS AGRIFOLIA	COAST LIVE OAK	D40	16	4	13	17
	ROSA CALIFORNICA	CALIFORNIA ROSE	D40	6	4	13	17
	RUBUS PARVIFLORUS	THIMBLEBERRY	TB4	6	4	13	17
	RUBUS URSINUS	CALIFORNIA BLACKBERRY	TB4	6	4	13	17
	SAMBUCUS NIGRA	BLUE ELDERBERRY	D16	12	3	10	13
	SYMPHORICARPOS ALBUS	SNOWBERRY	D40	6	4	13	17

RIPARIAN OAK WOODLAND SHRUB PLANTING SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	CONTAINER TYPE	OC SPACING (FT) (LINEAR SPACING)	PLANT QUANTITIES BY POLYGON ID		TOTAL
					ROWS - 1	ROWS - 2	
	ROSA CALIFORNICA	CALIFORNIA ROSE	D40	6	13	16	29
	RUBUS PARVIFLORUS	THIMBLEBERRY	TB4	6	13	16	29
	RUBUS URSINUS	CALIFORNIA BLACKBERRY	TB4	6	13	16	29
	SYMPHORICARPOS ALBUS	SNOWBERRY	D40	6	13	16	29

TRANSITION ZONE PLANTING SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	CONTAINER TYPE	OC SPACING (FT) (SQUARE SPACING)	PLANT QUANTITIES BY POLYGON ID		TOTAL
					TZ - 1	TZ - 2	
	AMBROSIA PSILOSTACHYA	WESTERN RAGWEED	D16	AS SHOWN IN DETAIL 2/13	130	150	280
	BACCHARIS GLUTINOSA	MARSH BACCHARIS	D40	AS SHOWN IN DETAIL 2/13	130	150	280
	DISTICHLIS SPICATA	SALTGRASS	TB2	AS SHOWN IN DETAIL 2/13	260	300	560
	ELYMUS TRITICOIDES	CREEPING WILDRYE	SUPERCCELL	AS SHOWN IN DETAIL 2/13	260	300	560
	EUTHAMIA OCCIDENTALIS	GOLDENROD	D16	AS SHOWN IN DETAIL 2/13	130	150	280
	GRINDELIA STRICTA	GUMPLANT	D40	AS SHOWN IN DETAIL 2/13	260	300	560
	SYMPHYOTRICHUM CHILENSE	PACIFIC ASTER	D16	AS SHOWN IN DETAIL 2/13	130	150	280

SALT MARSH CREATION AREA PLANTING SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	CONTAINER TYPE	OC SPACING (FT) (SQUARE SPACING)	PLANT QUANTITIES BY POLYGON ID		TOTAL
					SM - 1	SM - 2	
	DISTICHLIS SPICATA	SALT GRASS	TB2	AS SHOWN IN DETAIL 2/13	133	141	274
	FRANKENIA SALINA	ALKALI HEATH	TB2	AS SHOWN IN DETAIL 2/13	133	141	274
	GRINDELIA STRICTA	MARSH GUMPLANT	D40	AS SHOWN IN DETAIL 2/13	133	141	274
	JAUMEA CARNOSA	MARSH JAUMEA	TB2	AS SHOWN IN DETAIL 2/13	66	71	137
	LIMONIUM CALIFORNICUM	MARSH ROSEMARY	TB2	AS SHOWN IN DETAIL 2/13	66	71	137
	SALICORNIA PACIFICA	PERENNIAL PICKLEWEED	D16	AS SHOWN IN DETAIL 2/13	797	846	1643



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PLANTING SCHEDULES & NOTES
GUADALUPE CHANNEL EROSION
CONTROL PROJECT
BRISBANE CALIFORNIA

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STREETS AND TRAFFIC (TRAFFIC OPERATIONS) _____
PARKS AND RECREATION _____

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SANITARY _____
STORM _____
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CONSTRUCTION _____
SURVEYS _____

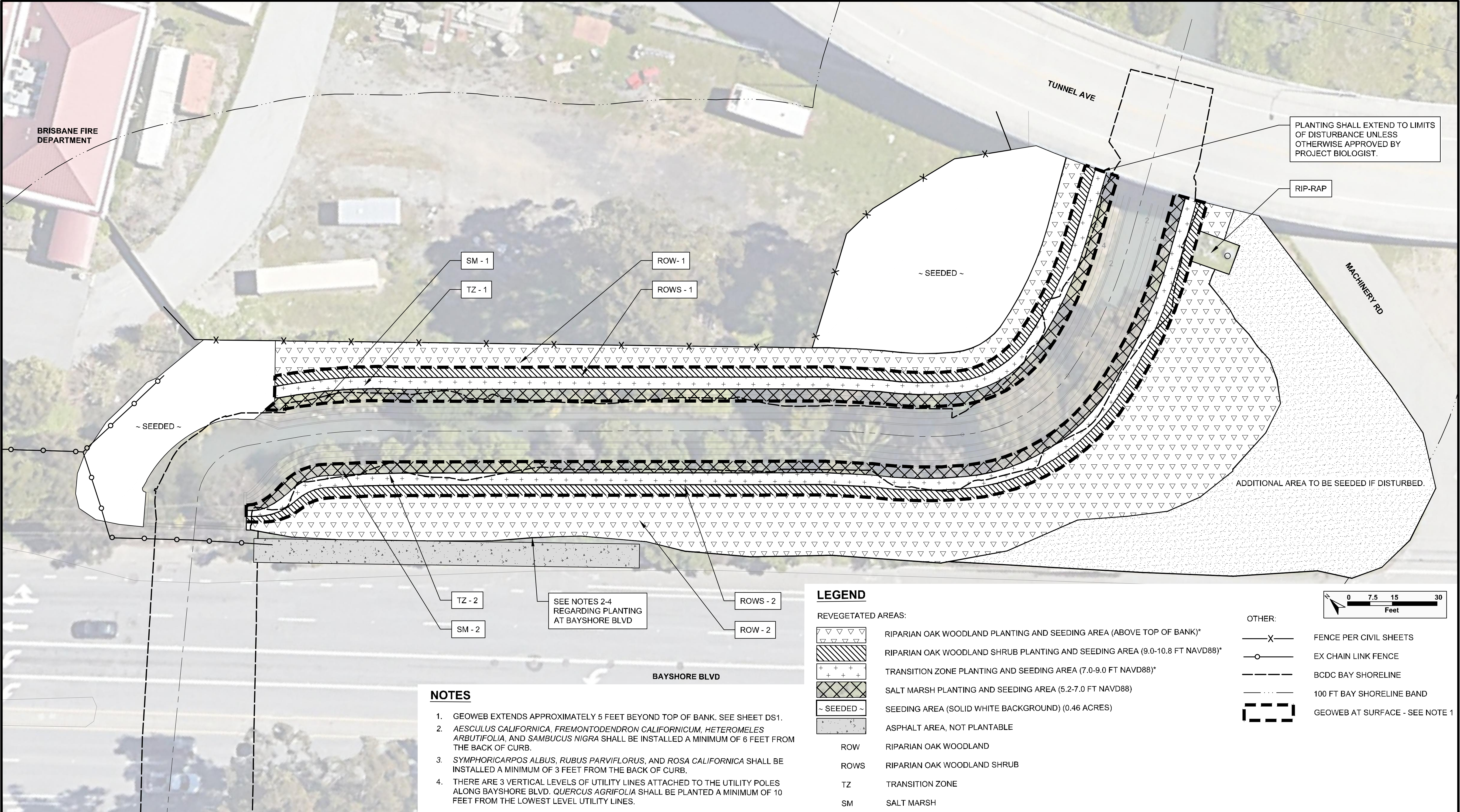


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DIRECTOR OF PUBLIC WORKS

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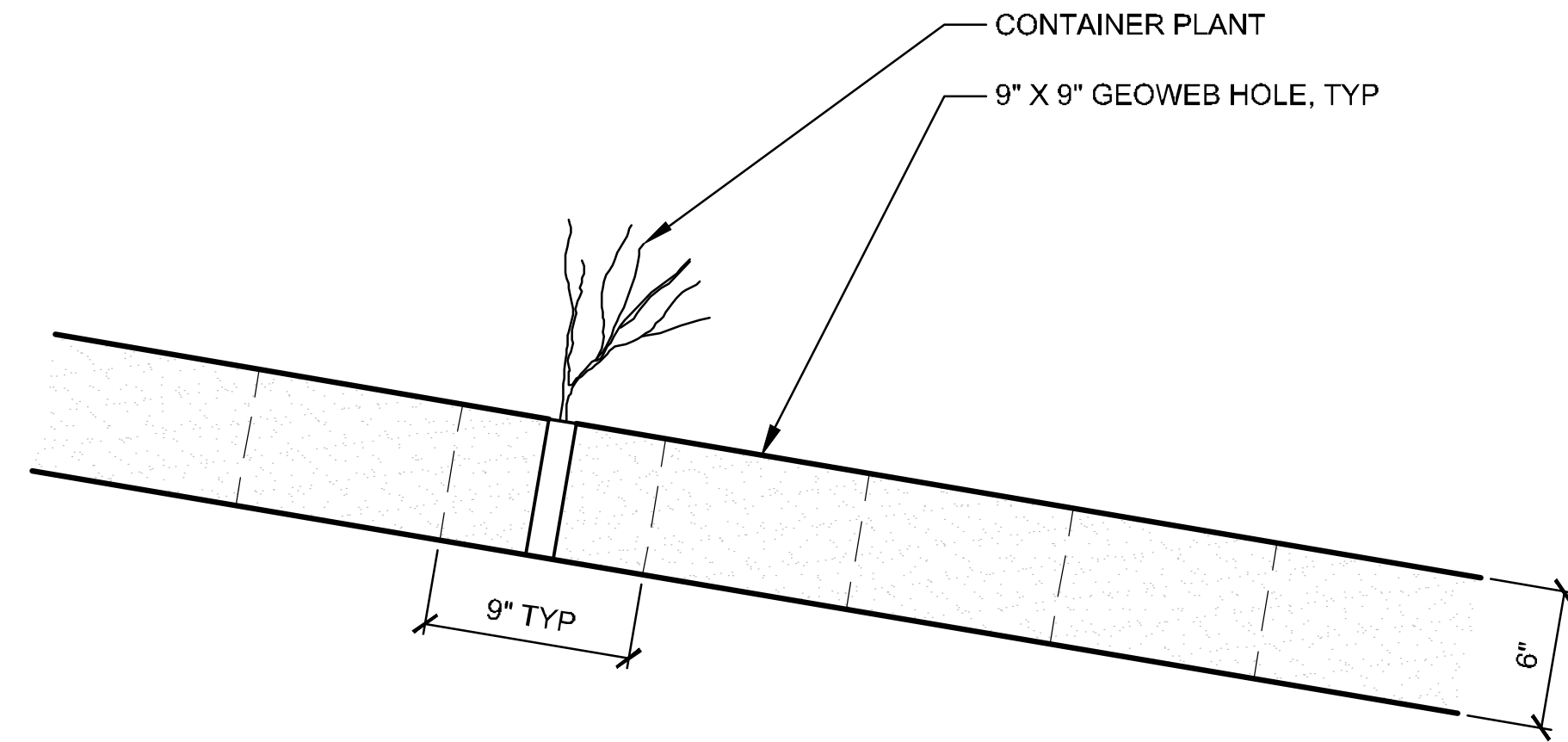
PLANTING PLAN
GUADALUPE CHANNEL EROSION
CONTROL PROJECT
BRISBANE CALIFORNIA

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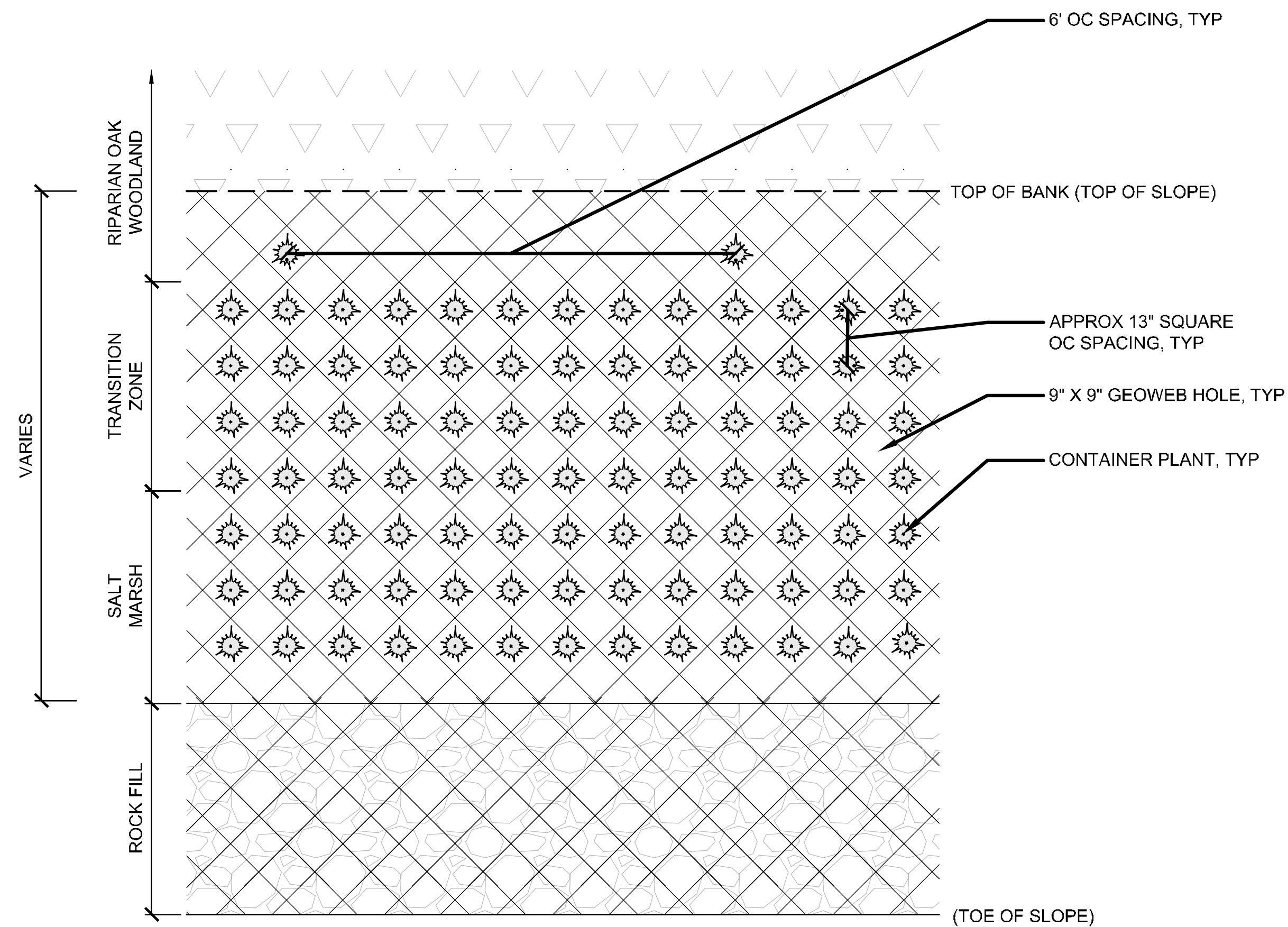
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		CONSTRUCTION	_____
		SURVEYS	_____

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BRISBANE, CALIFORNIA

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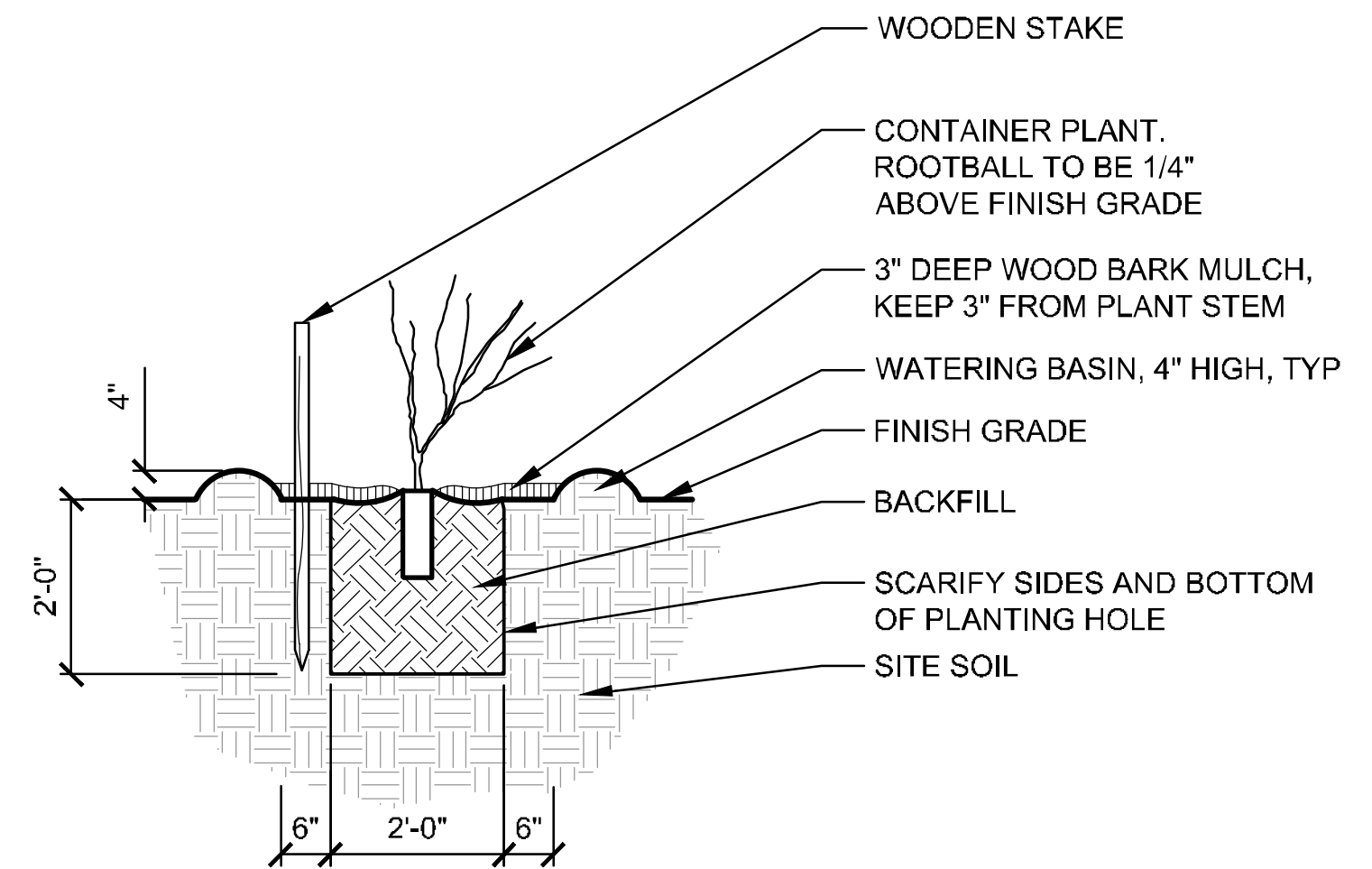
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PLAN
NTS

2 CONTAINER PLANT INSTALLATION IN GEOWEB

GEOWEB PLAN_24

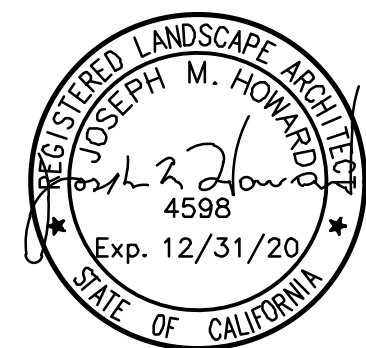


SECTION
NTS

1 CONTAINER PLANT INSTALLATION NOT IN GEOWEB



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PLANTING DETAILS
GUADALUPE CHANNEL EROSION
CONTROL PROJECT
BRISBANE CALIFORNIA

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MR RANDY L BREULT
DIRECTOR OF PUBLIC WORKS
R2 Breult
FILE NO.

DEPARTMENT OF PUBLIC WORKS

CITY OF BRISBANE

STATE OF CALIFORNIA



PLANS AND SPECIFICATIONS

(INCLUDING NOTICE TO CONTRACTORS, SPECIAL PROVISIONS,
PROPOSAL AND CONTRACT)

FOR THE
CONSTRUCTION OF

Guadalupe Channel Erosion Control Project

Project No. 9018

For use in connection with California
State Department of Transportation
STANDARD SPECIFICATIONS dated 2018
STANDARD PLANS dated 2018
and LABOR SURCHARGE and EQUIPMENT RENTAL RATES

DATED 05/12/20

SUBMITTED

RANDY BREAUT
Director of Public Works

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CITY OF BRISBANE
50 Park Place
Brisbane, CA 94005
(415) 508-2130

NOTICE TO CONTRACTORS INVITING BIDS

Notice is hereby given that sealed written proposals are invited by the CITY OF BRISBANE for the:

GUADALUPE CHANNEL EROSION CONTROL PROJECT

As shown in the 2020 Slurry Seal Project plans and required by these specifications and special provisions, this project includes, but is not limited to slurry seal of various asphalt street sections, as well as all prepping, striping, street sweeping, and traffic control.

The project is to be performed in accordance with and as described and provided in the Plans and Specifications therefore and the proposed form of contract thereof, all of which are on file in the Office of the Director of Public Works and the City Clerk of the said City, and to which special reference is hereby made and which are made a part hereof.

ENGINEER'S ESTIMATE OF QUANTITIES

NO.	BID ITEM	QUANTITY	UNIT
1	Traffic Control and Maintenance	1	LS
2	Aggregate	1	LS
3	Water Pollution Control	1	LS
4	Demolition	1	LS
5	Excavation	650	CY
6	Clearing and Grubbing	1	LS
7	Minor Structures	1	LS
8	Retaining Walls	1	LS
9	Geocell Channel Lining	1	LS
10	Chain Link Fences	300	LF
11	Irrigation System Installation	1	LS
12	Seeding	1	LS
13	Restoration Planting	1	LS
14	Long Term Maintenance (Year 1)	1	LS
15	Long Term Maintenance (Year 2)	1	LS
16	Long Term Maintenance (Year 3)	1	LS

17	Long Term Maintenance (Year 4)	1	LS
18	Long Term Maintenance (Year 5)	1	LS
	ADDITIVE ALTERNATES		
1	Optional Weeding Event	5	EA
2	Optional Non-native Plant Control Event	5	EA
3	Optional Manual Irrigation Event	12	EA

PLANS AND SPECIFICATIONS

Plans and Specifications maybe purchased from the City of Brisbane’s website at www.brisbaneca.org; under “Business” in the upper right, click on “Bids and RFPs”. For further questions please contact the City of Brisbane’s Public Works Department at (415) 508-2130 or email Karen Kinser at kkinser@brisbaneca.org.

Bidders will have fully inspected the project site(s) in all particulars and become thoroughly familiar with the terms and conditions of the Plans and Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

Note: If during the time that this project is being advertised for bid there is a Countywide Order or other governmental directive that restricts travel within the County, a bidder is still required to visit the project site in person because travel is not prohibited when the travel is related to work necessary to the operation and maintenance of “Essential Infrastructure” and this project is an “Essential Infrastructure” project.

MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held on Wednesday, June 3, 2020 at 11:00 a.m. Bids for this project will only be accepted from qualified contractors who have a representative in attendance at the pre-bid meeting. This meeting will convene at the Brisbane Fire Station at 3445 Bayshore Blvd., Brisbane, CA 94005.

SUBMITTAL OF BIDS

All bids must be addressed to the City Clerk, City of Brisbane and must be marked BID, followed by the title or name of the work to be constructed. All bid proposals must be received by the City Clerk of the City of Brisbane by **12:00 p.m. on Thursday, June 18, 2020**, either

- by email in PDF format to Ingrid Padilla at ipadilla@brisbaneca.org, with kkinser@brisbaneca.org cc’ed. (File size must be less than 10 MB).
- OR
- by mail to Attn: City Clerk, Guadalupe Channel Erosion Control Bid at City of Brisbane, 50 Park Place, Brisbane, California 94005
- OR
- delivered in person to the City Clerk at Brisbane City Hall, 50 Park Place, Brisbane, California 94005

All bids shall be publicly open and read on said date and at said time.


Note: If during the time that this project is being advertised for bid there is a County wide Order or other governmental directive that restricts travel within the County to only “Essential Travel” or otherwise limits or restricts meetings of groups of people, the City will set up and invite planholders to a video conference meeting in which bids will be publicly open and read on said date and at said time.

Bid questions shall be emailed to Karen Kinser at kkinser@brisbaneca.org by Tuesday, June 9, 2020 at 12:00 p.m.

Each bid must be accompanied by a Proposal Guarantee amounting to no less than ten percent (10%) of the bid as described in the bid specifications. Said guarantee shall be forfeited to the City in case the bidder depositing the same does not enter into a contract within 10 days after written notice that the contract has been awarded to him. At the time of contract execution, the Contractor shall provide proof of insurance as required in the contract and a surety bond for faithful performance of the specified work in an amount equal to at least one hundred percent (100%) of the contract price. The contractor shall also provide at the time of contract a surety bond for labor and material in an amount equal to at least one hundred percent (100%) of the contract price. All bonds shall be submitted on the bond forms contained in the specifications.

The City of Brisbane reserves the right to reject any or all bids, or any part of any bid.

DATED: 5/22/20

By: 
Randy Breault
Director of Public Works/City Engineer

PROPOSAL**TO THE CITY OF BRISBANE FOR THE
GUADALUPE CHANNEL EROSION CONTROL PROJECT**

Name of Bidder: _____

Business Address: _____ Phone: (____) _____

City: _____ Zip Code: _____ FAX: (____) _____

Email address: _____

California Contractor's License No.: _____ License Exp. Date: _____

Department of Industrial Relations Registration No.: _____ Registration Exp. Date: _____

* * * * *

The work to be done and referenced herein is in the City of Brisbane, State of California, and extends over property owned or controlled by the City of Brisbane, and is to be constructed in accordance with Special Provisions and the contract annexed hereto and also in accordance with adopted Standard Plans and Specifications dated 2018 of the California Department of Transportation, as hereby modified by the special provisions, which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown upon plans entitled:

GUADALUPE CHANNEL EROSION CONTROL PROJECT**TO THE CITY OF BRISBANE:**

The undersigned, as bidder, does hereby declare that the only person, persons or parties interested in this proposal as principals are the undersigned, and this proposal is made without collusion with any other person, firm or corporation; that he or she has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto; that he or she has carefully examined the location of the proposed work; that he or she has carefully examined the annexed proposed form of contract, and the plans and specifications therein referred to and has full knowledge of and understands said documents and the requirements thereof; and that he or she proposes and agrees, if this proposal is accepted, that he or she will contract with the City of Brisbane, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the City of Brisbane Public Works Director and City Engineer as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract, and that he or she will take in full payment therefor.

If the bidder or other interested party is a corporation, state the legal name of the corporation, also the names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the names of all general partners; if bidder or other interested person is a joint venture, state the name of the joint venture, also names of all the joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the name of every individual comprising the joint venture; if any of the joint venturers are corporations or co-partnership, state the information required above for corporations and co-partnerships; if bidder or other interested persons is an individual, state first and last names in full.

If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

If this proposal shall be accepted and the undersigned shall fail to contract and to give the Bond for Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within ten (10) days after the bidder has received notice from the City Clerk of the City of Brisbane that the contract has been awarded, the City of Brisbane may, at its option, determine that the bidder has abandoned his or her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Brisbane.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference:

1. Cash, a cashier's check made payable to the City of Brisbane, certified check made payable to the City of Brisbane, or Bid Bond executed by a corporate Surety insurer authorized to engage in such business in California, in an amount equal to at least ten percent (10%) of the bid.
2. Statement of Experience of Bidder.
3. Non-Collusion Affidavit.
4. List of Subcontractors.
5. Schedule of Bid Items.
6. Notice of Required Insurance.
7. Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Public Contract Code 10285.1 Statement; Business and Professions Code Section 7028.15 Statement.

The City of Brisbane may, at its option, request additional information after bidding opens.

Bidder understands that the City of Brisbane reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed this ____ day of _____, 2020 at _____, California.

Name of Firm or Corporation

(Signed) Bidder or Authorized Representative

Position in Firm or Corporation

Dated: _____

By: _____

BIDDER'S BOND TO ACCOMPANY PROPOSAL

LET THE FOLLOWING BE KNOWN:

That we, _____

as PRINCIPAL and _____

a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of Brisbane (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Brisbane, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ Dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City of Brisbane, for certain construction specifically described as follows, for which bids are to be opened in the Brisbane City Offices, Brisbane, California on _____ for the

GUADALUPE CHANNEL EROSION CONTROL PROJECT

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of

_____, 2020

Dated _____, 2020
(SEAL)

(SEAL AND NOTARIAL)
(ACKNOWLEDGMENT
OF SECURITY)

(Principal)

By _____

By _____

Surety

By _____

(Address) Number & Street

City State Zip

The undersigned encloses herewith bidder's bond, cash, certified check, or cashier's check No. _____ of the _____ (Bank) for \$_____, of which is not less than ten percent (10%) of this bid, payable to the City of Brisbane, which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

Signature _____
 and _____
 Address _____

Nature of firm (Corporation, Partnership, Individual, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

If a corporation, organized under the laws of the State of _____, licensed in California in accordance with an act providing for the registration of contractors,
 License No. _____

SCHEDULE OF BASE BID ITEMS

NO.	BID ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	Traffic Control and Maintenance	1	LS		
2	Aggregate	1	LS		
3	Water Pollution Control	1	LS		
4	Demolition	1	LS		
5	Excavation	650	CY		
6	Clearing and Grubbing	1	LS		
7	Minor Structures	1	LS		
8	Retaining Walls	1	LS		
9	Geocell Channel Lining	1	LS		
10	Chain Link Fences	300	LF		
11	Irrigation System Installation	1	LS		
12	Seeding	1	LS		
13	Restoration Planting	1	LS		
14	Long Term Maintenance (Year 1)	1	LS		
15	Long Term Maintenance (Year 2)	1	LS		
16	Long Term Maintenance (Year 3)	1	LS		
17	Long Term Maintenance (Year 4)	1	LS		
18	Long Term Maintenance (Year 5)	1	LS		

TOTAL BASE BID

SCHEDULE OF ADDITIVE ALTERNATE ITEMS

1	Optional Weeding Event	5	EA		
2	Optional Non-native Plant Control Event	5	EA		
3	Optional Manual Irrigation Event	12	EA		

TOTAL ADDITIVE ALTERNATES

TOTAL BID – BASE PLUS ADDITIVE ALTERNATES

LIST OF SUBCONTRACTORS

NAME & ADDRESS	LIC. #, TYPE, & EXP. DATE	DESCRIPTION OF PORTION OF WORK SUBCONTRACTED	DIR(PWCR) REGISTRATION # & EXPIRATION DATE
----------------	------------------------------	--	---

1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Bidder: _____ Date: _____

By: _____

Title: _____

Mailing Address: _____

EQUIPMENT/MATERIAL SOURCE INFORMATION

The undersigned, as Bidder, shall indicate opposite each item of equipment or material listed below, the name of the manufacturer of the equipment or material proposed to be furnished under the Bid. The listing of more than one manufacturer for each equipment or material proposed to be furnished under the Bid. The listing of more than one manufacturer for each equipment/material to be furnished with the words "and/or" will not be permitted. Failure to comply with the requirement may render the Bid nonresponsive and may cause rejection.

Equipment/Material	Manufacturer
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LISTING OF CONSTRUCTION TRADES

The Bidder anticipates that the following construction trades (carpenter, plumber, etc.) will be employed on this project.

☐ ASBESTOS

☐ BOILERMAKER

☐ BRICKLAYERS

☐ CARPENTERS

☐ CARPET/LINOLEUM

☐ CEMENT MASONS

☐ DRYWALL FINISHER

☐ DRYWALL/LATHERS

☐ ELECTRICIANS

☐ ELEVATOR MECHANIC

☐ GLAZIERS

☐ IRON WORKERS

☐ LABORERS

☐ MILLWRIGHTS

☐ OPERATING ENG

☐ PAINTERS

☐ PILE DRIVERS

☐ PIPE TRADES

☐ PLASTERERS

☐ ROOFERS

☐ SHEET METAL

☐ SOUND/COMM

☐ SURVEYORS

☐ TEAMSTER

☐ TILE WORKERS

NON-COLLUSION AFFIDAVIT**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California)
)
 County of San Mateo)

ss

_____, being first duly sworn, deposes and says that he or she is _____ of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true, and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

 Signature

 Name of Bidder

 Date

 Title

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done, and to give references, including a contact person and telephone number, that will enable the City Council to judge his or her experience, skill and business standing and his or her ability to conduct the work as completely and as rapidly as required under the terms of the contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Bidder

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL
SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE
CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

NOTICE OF REQUIRED INSURANCE

GUADALUPE CHANNEL EROSION CONTROL PROJECT

Contained as a part of these project specifications, you will find a section or exhibit entitled "Insurance Requirements." These insurance requirements have been tailored to the activities which you will be performing under this Public Works contract.

In an effort to ensure that the cost of such insurance has been considered in your bid, and that your insurance company is able to provide the required insurance, the following statement shall be signed by both the bidder and the bidder's insurance agent.

-----GRANTEE AND INSURANCE AGENT STATEMENT-----

We understand the insurance requirements contained in these project specifications and will comply in full with them if awarded this Public Works contract.

Bidder

Insurance Agency

Signature

Signature

Date: _____

Date: _____

THIS PAGE MUST BE RETURNED WITH THE BID PROPOSAL

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the space below:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the bidder within the immediately preceding two year period because of the bidder's failure to comply with an order of a federal court which orders the bidder to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BUSINESS AND PROFESSIONS CODE**SECTION 7028.15 STATEMENT**

In accordance with Business and Professions Code Section 7028.15, the bidder hereby states that all representations made herein are made under penalty of perjury.

Executed this _____ day of _____, 2020 at _____,
California.

Bidder

By: _____

CONSTRUCTION AGREEMENT

THIS is an agreement between the City of Brisbane, hereinafter referred to as "City," and _____, hereinafter referred to as "Contractor."

WITNESSETH

That, for and in consideration of the promises and agreements hereinafter made and exchanged, the City and the Contractor agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all the work, and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the plans and specifications entitled **GUADALUPE CHANNEL EROSION CONTROL PROJECT** and approved by the City on _____, the items and quantities of which are more particularly set forth in the Contractor's bid therefor on file in the Office of the City Clerk.
2. **TIME OF PERFORMANCE.** After the contract has been executed by the City, and a notice to proceed is issued by the Director of Public Works, the Contractor shall begin work immediately upon receipt of the notice to proceed and shall diligently prosecute the same to completion after the date of the issuance of the notice to proceed, by the required completion dates for the channel work and for the restoration planting as provided in the specifications.
3. **CONTRACT PRICE.** The Contractor shall perform the work in the manner provided in the specifications and at the unit prices stated in Contractor's bid.
4. **COMPONENT PARTS.** This contract shall consist of the following documents, each of which is on file in the Office of the City Clerk and all of which are incorporated herein and made a part hereof by reference thereto.
 - a) This Agreement
 - b) Notice to Contractors Inviting Bids
 - c) Specifications, and Special Provisions
 - d) Accepted Proposal
 - e) Bond for Security of Laborers and Materialmen (Payment Bond)
 - f) Faithful Performance Bond
 - g) Plans, Profiles and Detailed Drawings
 - h) City of Brisbane Business License
5. **WAGE SCALE AND DIR REQUIREMENTS.** All work performed under this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. To engage in the performance of any work under this contract, the Contractor and his or her subcontractors must be registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. The Contractor and his or her subcontractors shall pay their employees not less than the general prevailing rate of wages predetermined by the Director of the Department of Industrial Relations, which rates are filed in the Office of the City Clerk, incorporated herein by this reference and made a part hereof. The Contractor shall post job site wage notices as

prescribed by state regulations. The Contractor and his or her subcontractors shall also maintain accurate payroll records and provide access to those records, as set forth in Section 1776 of the Labor Code. The Contractor and his or her subcontractors shall furnish payroll records directly to the Labor Commissioner, as set forth in Section 1771.1 of the Labor Code.

6. **HOURS OF LABOR.** Pursuant to Sec. 1813 of the Labor Code of the State of California, the Contractor shall forfeit as penalty to the City \$25.00 (Twenty-five Dollars) for each worker employed in execution of the contract by him or her or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without payment of overtime compensation as required by Labor Code Sec. 1815 and all amendments thereto
7. **EQUAL OPPORTUNITY EMPLOYMENT.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.
8. **SECURITY FOR PAYMENT OF COMPENSATION.** The Contractor shall secure the payment of compensation of his or her employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California and all amendments thereto. (Required by Labor Code Sections 1860-61.)
9. **WORKERS' COMPENSATION.** The Contractor shall comply with 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.
10. **INDEMNIFICATION.** The Contractor shall indemnify and save harmless the City of Brisbane and its City Council, employees, agents and representatives, from liability, loss, suits, actions, or claims brought for or on account of violation of laws, ordinances, rules or regulations, or injury, damage, or loss including death caused by acts or omissions of the Contractor, its employees, or agents.
11. **ASSIGNMENT.** The performance of this Agreement shall not be assigned except upon the written consent of the City Council of the City of Brisbane. Consent will not be given to any proposed assignment which would relieve the original Contractor or surety of their responsibilities under this Agreement.
12. **SEVERABILITY.** If any one or more of the covenants or agreements, or portions thereof, provided in this Agreement shall be held by a court of competent jurisdiction in a final action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.
13. **ATTORNEYS' FEES AND EXPENSES.** In the event that any party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provisions of this Agreement or between the parties hereto, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all expenses incurred by the other party in enforcing or establishing its rights hereunder, including without limitations attorney's fees, expert witness fees, any expenses incurred prior to the filing of any action or proceeding, any arbitration and arbitrator's fees (if applicable), and any court costs. Such recovery shall be had regardless of whether the obligations are performed or the dispute is resolved without the filing of an action or proceeding, is resolved by voluntary dismissal or abandonment, final judgment, pretrial motion, appeal or other means. Such expenses may be recovered in the same action or proceeding, if any, or in a separate action or proceeding.
14. **PERFORMANCE PENDING DISPUTE RESOLUTION.** If any dispute should arise between the parties as to the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the

work, the Contractor shall nevertheless proceed to perform the work as directed by the City pending settlement of the dispute.

IN WITNESS WHEREOF, the said Contractor, and the City, by and through its Mayor and Clerk, so authorized to act, have caused this contract to be executed this _____ day of _____, 2020.

APPROVED:

Michael Roush
City Attorney for the City of Brisbane

Contractor

(Position)

Terry O'Connell
Mayor for the City of Brisbane

By: _____

Attest: _____

Ingrid Padilla
City Clerk of the City of Brisbane

Bond Number _____

Bond Number: _____

CONTRACTOR'S PAYMENT BOND

LET THE FOLLOWING BE KNOWN:

THAT WHEREAS, THE CITY OF BRISBANE, a municipal corporation of the State of California (hereinafter designated as "City") on _____, 2020, entered into a certain contract with _____, a _____ (designate type of business entity), hereinafter designated as the "Principal," namely, a Construction Agreement for the **GUADALUPE CHANNEL EROSION CONTROL PROJECT** for the work hereinafter briefly described, to wit:

- ◆ Repair of erosion at bends in the Guadalupe Channel east of Bayshore Boulevard to the Machinery Road Bridge with installation of Geoweb material, replant native trees, shrubs and grasses, and remove sediment in the mixing basin and culverts west of and under Bayshore, including five years of plant establishment.

More fully described in and required by said Construction Agreement, incorporated herein by reference, the award of which said Agreement was made to said Principal by the City Council of the City of Brisbane on _____, 2020, as will more fully appear by reference to the minutes of said Council of said City of said date.

WHEREAS, said Principal is required by Section 9550 of the California Civil Code to furnish a bond in connection with said Agreement.

NOW, THEREFORE, we, the Principal and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his, her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said Construction Agreement and any amendments, changes, change orders, additions, alterations, or modifications thereof, or for any amounts required to be deducted, withheld, or paid over to the Employment Development Department from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and

under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the City and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person entitled to file claims under Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the California Civil Code, and has not been paid the full amount of his or her claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the City and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with the requirements of the City of Brisbane, and to comply with the provisions of Title of Part 6 of Division 4 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 2020

PRINCIPAL

SURETY

(Insert Company Name)

A _____ (designate type of entity)

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

Address: _____

Telephone: _____

(Affix Corporate Seals; Attach Acknowledgments of both Principal and Surety signatures.)

Approved by the City Attorney of the City of Brisbane on the _____ day of _____, 2020

Michael Roush

City Attorney for the City of Brisbane

Bond Number: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, THE CITY OF BRISBANE, a municipal corporation of the State of California (hereinafter designated as "City") on entered into a Construction Agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2020, and project identified as:

GUADALUPE CHANNEL EROSION CONTROL PROJECT

is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, the Principal and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto the City of Brisbane, hereafter called "City," in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of obligation is such that if the above bounded Principal, his, her or its subcontractors, heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on this or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to satisfactory completion of said agreement, the above obligations to the amount of _____ dollars (\$ _____) lawful money of the United States, being not less than one hundred percent (100%) of the total bid of the Project, shall hold good for a period of one (1) year after the completion and acceptance of said work during which time if the above bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete and satisfactory repair and replacement or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligations in the same sum of _____ dollar (\$ _____) lawful money of the United States, shall remain in full force and virtue; otherwise the above obligation shall be void.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and surety above named on

_____, 2020.

NOTE: to be signed by
Principal and Surety and
acknowledgment and notarial
seal attached

(SEAL)

Principal

Surety

The above bond is accepted and approved this _____ day of _____, 2020.

Michael Roush
City Attorney for the City of Brisbane

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list
(Circular 570 as amended) and be authorized to transact business in California.

SPECIAL PROVISIONS

GUADALUPE CHANNEL EROSION CONTROL PROJECT

PROJECT NO. 9018

SECTION 1. SPECIFICATIONS AND PLANS; DEFINITIONS

The work embraced within shall be done in accordance with the Standard Plans and Standard Specifications dated 2018 of the California Department of Transportation, insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

Definitions and terms. Wherever in the Standard Specifications, Standard Plans, or these Special Provisions and contract documents the following definitions and terms are used, the intent and meaning shall be interpreted as follow:

CALTRANS, Department of Transportation or Department - The City of Brisbane.

City - The City of Brisbane.

City Council - The City Council of the City of Brisbane.

Contractor – The contractor with whom the City enters into a contract to construct the public improvement specified, indicated, shown or contemplated in the Project Plans.

Days - Calendar days unless otherwise designated.

Director of Transportation - The Director of Public Works of the City of Brisbane.

Engineer - The City Engineer of the City of Brisbane, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Highway - The project in the City of Brisbane or neighboring jurisdictions, which shall mean the total right-of-way or area which is reserved for and secured for use in constructing the project and its appurtenances.

Liquidated Damages - The amount prescribed in Section 4, below, to be paid to the City of Brisbane or to be deducted from any payments due or to become due the Contractor for each calendar day's delay in completing the whole or any specified portion of the work beyond the time allowed in the special provisions.

Project Plans - The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans and Bridge Standard Details insofar as they may apply.

Special Provisions - The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications. The Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" is to be considered as part of the special provisions.

Standard Plans - The Standard Plans of the California Department of Transportation dated 2018.

Standard Specifications - The Standard Specifications of the State of California Department of Transportation dated 2018.

State - The City of Brisbane (Owner).

Work – All the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

Any reference in the specifications and other contract documents to Sections of former Chapter 3 (Sections 14250-14424 inclusive) of Part 5 of Division 3 of Title 2 of the Government Code shall be deemed to be reference to the successor section of the Public Contract Code.

Any reference within the Standard Specifications to the State of California or a State agency, office or officer shall be interpreted to refer to the City of Brisbane.

SECTION 2. PROPOSAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

2.1. GENERAL INFORMATION

Bids are required for the entire work, with separate bid prices for each individual item as noted in the BID SCHEDULE. The amount of the bid for comparison purposes and determination of low bidder will be the Total of all items, including additive alternate items. The total of each bid item will be determined by extension of the unit price bid times the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Extension" column shall be the extension of the unit price bid times the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible, uncertain for any cause, omitted, or is the same amount as the entry in the "Extension" column, then the amount set forth in the "Extension" column for the item shall prevail and the amount set forth in the "Extension" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

For a lump sum item, the amount set forth as the unit price shall be the same as the entry in the "Extension" column and in the case of any discrepancy between the two, the amount set forth under the "Extension" column for the item shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract as set forth herein and to give the two bonds in the sums to be determined as set forth herein, with surety satisfactory to the City of Brisbane, within ten (10) calendar days after the bidder has received notice from the City of Brisbane that the contract has been awarded, the City of Brisbane may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Brisbane.

Proposals must be made on the form furnished by the Engineer and must be submitted in a sealed envelope and addressed to the City Clerk of the City of Brisbane, 50 Park Place, Brisbane, CA 94005, and marked "BID," followed by the project title appearing in the Notice Inviting Bids. Electronic proposals will also be accepted in PDF format via email to the City Clerk, with the Project Manager cc'ed, as described in the Notice Inviting Bids. FAXED proposals will not be accepted.

The bid must further conform to the requirements of these instructions.

The said work must be done in strict conformity with the specifications and plans therefor which are on file in the City Engineer's office at 50 Park Place, Brisbane, California.

2.2. BID OPENING

The City publicly opens and reads bids at the time and place shown on the Notice to Bidders.

2.3. BID RIGGING

The US Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2.4. APPROXIMATE ESTIMATE

The quantities given in the Notice to Contractors Inviting Bids, Proposal and Contract Forms are approximate only, being given as a basis for the comparison of Proposals, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by the Engineer.

2.5. RIGHT TO REJECT

The City Council reserves the right to decrease scope of work, delete one or more bid items, or to reject any or all bids and to waive any informality in such bids and to award a contract under any alternate or proposal.

Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. Proposals in which the prices, in the opinion of the City, are unbalanced, may be rejected.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a written authorization or Power of Attorney should be on file with the City prior to opening proposals or submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

2.6. AWARD OF CONTRACT

The City and its subsidiary agencies will endeavor to make an award of contract to such bidder as is determined to be the most responsible bidder by the City Council or other designated awarding authority. An award of contract will not be made until the necessary investigations are completed with regard to the responsibility of the two apparent most responsible bidders.

The language "responsible" refers not only to the attitude of trustworthiness, but also to the quality of service, experience, ability, and capacity of the low bidder to satisfactorily perform the proposed work, the quality of the work the bidder has completed, the safety compliance record of the bidder, and compliance with all provisions of the bid proposal.

The awarding authority also has been entrusted with discretionary power as to which is the lowest responsible bidder having regard to the quality and adaptability of the product, articles, or materials provided by the bidder for the particular requirements of their use.

2.7. WITHDRAWAL OF BID

After bids have been opened and declared, no bid shall be withdrawn except with the written permission of the City Council or designated awarding authority. Bids shall be subject to acceptance by the City for a period of sixty (60) calendar days from the date of the opening of bids.

2.8. CONTRACTOR'S LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

The bidder shall hold the type of license required for work under the contract, a Class A General Engineering Contractor's license, and shall affix to the Proposal the number of the bidder's license issued under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

2.9 SUBCONTRACTING

Attention is directed to the provisions in Section 2-1.10, "Subcontractor List," of the Standard Specifications and these special provisions.

In accordance with the requirements of Section 4100 to 4113, inclusive, of the Public Contract Code, each bidder shall list in his or her proposal the name of each subcontractor, the location of his or her place of business and the portion of the work to be done by him. Only one subcontractor shall be listed for each portion of the work as defined by the bidder. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, (or specified more than one subcontractor for the same portion of the work), it shall be understood that the bidder is qualified to and will perform such work without subcontracting the same. A sheet for listing the subcontractors, as required, is in the proposal.

2.10. BIDDER'S PRINTS

Any plans or drawings accompanying the specifications may be retained by the bidder and need not be submitted with the bid proposal.

2.11. BIDDER'S REFERENCE

Upon request, the bidder shall furnish references to the Engineer indicating the financial responsibility of the bidder and prior experience and ability of the bidder in completing similar work in a timely and cooperative manner at the least cost.

The bidder shall also furnish the Engineer with a list of projects of a similar nature which the bidder has completed on the form provided for that purpose. The Engineer may inspect these projects or utilize the information otherwise to determine the qualifications and abilities of the bidder prior to awarding the contract.

2.12. DESIGNATION OF SUBCONTRACTORS

Each proposal shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his or her total bid, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or making unauthorized substitutions.

A form for listing the subcontractors, as required herein, is included in the proposal.

2.13. BID FORMS

An extra copy of the bid documents has been provided for contractor's bid. The complete bid proposal to the City must include the following documents signed and sealed where indicated.

- Proposal, including Schedule of Bid Items
- Bid Security
- Statement of Experience of Bidder
- Designation of Subcontractors
- Non-Collusion Affidavit
- Notice of Required Insurance
- Public Contract Code Section 10162 Questionnaire/Public Contract Code Section 10232 Statement/Public Contract Code Section 10285.1 Statement/Business and Professions Code Section 7028.15 Statement
- Addenda (when issued by City)

The bid proposal must be submitted on the documents provided, with original signatures affixed where applicable. Electronic bids will be accepted in PDF format with digital or scanned signatures affixed. (File size must be less than 10 MB). Bids shall be submitted electronically to the City Clerk, with the Project Manager cc'ed, or hand delivered or mailed, via U.S. Mail, to the City as described in the Notice of Inviting bids. All bid proposals must be received by the date and time specified in the Notice of Inviting Bids. FAXED Bid Proposals will not be accepted.

2.14. INVESTIGATION OF SITE, EXAMINATION OF PROJECT PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS

Intending bidders shall carefully examine the site of the proposed work, the Proposal, Plans, Specifications and Contract Documents. By submitting a bid, the bidder represents to the owner that the bidder has investigated the work site and is satisfied as to the conditions to be encountered, and the character, quality, and quantity of work to be performed, materials to be furnished, requirements of the specifications, and that the bid proposal includes full consideration for the same.

If during the time that this project is being advertised for bid there is a Countywide Order or other governmental directive that restricts travel within the County, a bidder is still required to visit the project site in person because travel is not prohibited when the travel is related to work necessary to the operation and maintenance of Essential Infrastructure and this project is an Essential Infrastructure project.

Should a bidder find discrepancies in, or omissions from, the Project Plans and Specifications or any other portion of the Contract, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the City and, should it be found that the point in question is not clearly and fully set forth, a written addendum will be sent to all bidders. No interpretation of the meaning of the specifications, drawings or other prebid documents will be made to any bidder orally. Neither the Engineer nor the City will be responsible for any oral instructions.

The bidder, by submission of a bid, confirms that the bidder has taken action to become familiar with the Project Plans and Specifications and has found them fit and sufficient for the purpose of preparing a bid. By submission of a bid, the bidder agrees that no claim will be made against the City or the City's Consultants or Engineer for any damages in excess of \$50,000 or five percent (5%) of the construction costs (whichever is greater) for alleged damage that the bidder or bidder's subcontractors may have suffered due to the inadequacy of the bidder's bid on account of any alleged errors, omissions, or other deficiencies in the Plans and Specifications supplied to the bidder by the City. This limitation does not apply to compensation for extra work authorized in writing by the Engineer and approved by the City, as provided for herein. The bidder in no way assumes liability for damages to others for the professional negligence, errors, or omissions of the Engineer.

2.15. ADDENDA

Any addenda or letters of clarification supplementing the Project Plans and Specifications and issued prior to the time set for the opening of proposals, and/or forming a part of the documents furnished to the bidder for the preparation of a proposal, shall be covered in the proposal and shall be made a part of the Contract. Addenda and letters of clarification will be sent to each prospective bidder at the address indicated in the planholders' form and shall be attached to the Specifications containing the proposal.

2.16. PROPOSAL GUARANTY

Proposal Guaranty of the Standard Specifications, the second and third paragraphs are amended to read:

BID SECURITY - Each construction bid shall be accompanied by bid security in accordance with Section 3.12.100 of the Brisbane Municipal Code in the form of cash, a cashier's check or a certified check, amounting to ten percent (10%) of the bid, payable to the order of the Clerk of the City of Brisbane, or by a bond for that amount and so payable, signed by the bidder and a surety. The amount so posted shall, at the option of the public agency, be forfeited to the public agency if the bidder does not, within 10 calendar days after written notice that the contract has been awarded to him, enter into a contract with the public agency for the work.

The form of Bidder's Bond, as required herein, will be found following the signature page of the proposal annexed hereto.

A bidder's bond will not be accepted unless it substantially conforms to the bond form included with the proposal form and is properly filled out and executed. If desired, the bond form included therein, properly filled out as directed, may be executed and used as the bidder's bond.

2.17. RELIEF OF BIDDERS

Relief of bidders of the Standard Specifications is amended to read:

Attention is directed to the provisions of Government Code Section 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement herein, that if the bidder claims a mistake was made in his or her bid, the bidder shall give the City of Brisbane written notice within five (5) working days after the opening of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2.18. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. If it appears that the same individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated, all such proposals shall be rejected. Being listed as a subcontractor does not constitute interest in a bid.

2.19. NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

In accordance with Section 7106 of the Public Contract Code of the State of California as specified, the bidder shall submit an affidavit affirming that the bidder has not participated in various collusive activities. A bid not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. This affidavit will be made part of and referenced in the contract of the successful bidder.

2.20. PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING

The second paragraph of the Standard Specifications states that:

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has proprietary interest in such bid, having been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state, or local project because of violation of law or a safety regulation.

All bidders shall complete the Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Business and Professions Code Section 7028.15 Statement, on the form provided and return this form along with the bid proposal.

2.21. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

All work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All prime contractors will be required to post prevailing wage job site notices, as prescribed by state regulations.

Except as specifically set forth in Labor Code section 1771.1(a), no bidder or subcontractor may be listed on a bid proposal or, on or after April 1, 2015, awarded a contract or subcontract for public work on a public works project unless currently registered and qualified to perform public work as required by section 1725.5 of the Labor Code.

No proposal shall be accepted without proof of the bidder's and all subcontractors' current registration to perform public work under section 1725.5. The bidder shall furnish in his or her proposal his or her Department of Industrial

Relations registration number and registration expiration date. The bidder shall also furnish the Department of Industrial Relations registration number and registration expiration date for each subcontractor on the form for listing subcontractors included in the proposal.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and to Section 2, "Bidding," of these special provisions for the requirements and conditions concerning award and execution of contract.

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all requirements prescribed herein.

3.1. AWARD OF CONTRACT

Section 3-1.04, "Contract Award," of the Standard Specifications is amended to add the following:

The City of Brisbane reserves the right to reject any and all bids, or to make award to the lowest responsible bidder and reject all other bids and to waive any irregularity or informality in any bid received. See Proposal Requirements and Instructions to Bidders, Section 2.1 herein, for determination of low bid.

If administrative circumstances prevent the City from awarding the contract within the specified award period, the City may extend the specified award period if the Bidder agrees.

3.2. CONTRACT BONDS

Section 3-1.05, "Contract Bonds," of the Standard Specifications is amended to add the following:

Contractor shall provide, at the time of the execution of the contract agreement for the work, and at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond in the amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said contract agreement. Sureties of each of said bonds shall be satisfactory to the Attorney for the City of Brisbane.

3.3 RETURN OF PROPOSAL GUARANTEES

Within 14 days after the award of the contract to the lowest responsible bidder, the City will return the proposal guarantees, other than bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained proposal guarantees will be held until the contract has been executed, after which all proposal guarantees, except bidder's bonds and any guarantees which have been forfeited, will be returned to the bidders whose proposals they accompany.

3.4. PRECEDENCE OF CONTRACT

In resolving conflicting requirements between the contract documents, order of precedence shall be as follows:

1. Change orders
2. Construction Agreement
3. Addenda or letters of clarification
4. Special Provisions
5. Project plans

6. Standard Plans and Specifications

With reference to the Project Plans:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings

SECTION 4. BEGINNING OF WORK, PRE-CONSTRUCTION CONFERENCE, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Notice to Proceed shall be issued and the working days shall begin within 14 calendar days of execution of the contract by the City, unless (a) mutually agreed upon by both parties in writing that the NTP shall be issued after the 14 calendar day period or (b) at the time the City executes the contract there is a County wide Order or other governmental directive that restricts travel within the County to only "Essential Travel". In this latter situation, the City will issue the NTP once travel for purposes of performing the work under the contract is permitted.

Prior to the beginning of work, a pre-construction conference will be held at the office of the City Engineer for the purposes of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

In addition, no work shall be performed during hours other than the hours specified without prior written approval of the engineer and without first obtaining a special permit for such work. Permitted hours of work may be shortened by the Engineer upon a finding of a previously unforeseen effect on the health, safety or welfare of the surrounding community.

The Contractor shall diligently prosecute the work, other than Restoration Planting, to completion before 4:00 p.m. October 15, 2020 upon receipt of a Notice to Proceed. The Contractor shall diligently prosecute the Restoration Planting work from December 1, 2020 through February 15, 2021. The contractor may store materials and equipment in the staging area prior to August 1.

Refer to Section 8-1.10, "Liquidated Damages," of the Standard Specifications for the sum that shall be paid by the Contractor to the City per day for each and every calendar day of delay in finishing the work beyond the completion dates prescribed above for all work.

SECTION 5. GENERAL PROVISIONS

5.1. REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK

5.1.1. PROGRESS SCHEDULE

Following the award of the contract, and prior to the beginning of work, the Contractor shall submit to the Engineer within ten (10) working days, for approval, a schedule setting forth the sequence in which construction will proceed in accordance with Section 8-1.02, " Schedule," of the Standard Specifications.

One working day will be deducted from the Contractor's total number of working days for each day the Contractor fails to submit the above submittal within the stated time frame.

During the course of the work, the Contractor shall update the progress schedule within two (2) working days as requested by the Engineer.

Full compensation for Progress Schedule shall be considered as included in the contract unit price paid for the various items involved and no separate payment will be made therefore.

5.1.2. CONTACTS FOR IMMEDIATE PROBLEM RESOLUTION

Prior to the Director of Public Works issuing a notice to proceed and prior to the start of construction on this project, the Contractor shall provide the Engineer with the names, addresses, and telephone numbers of all responsible individuals who can be contacted on a 24-hour basis in the event of the occurrence of any problem which must be resolved immediately.

Arrangements shall be made by the Contractor to insure that a response, in person or by telephone, by a duly authorized and competent representative of the Contractor, will be made within one hour of any emergency calls made by the City to the telephone number provided by the Contractor during any hour of the day or night. If the Contractor is unable to respond to an emergency call, the City may take any necessary actions to remedy the emergency conditions, at the Contractor's expense, in all cases where the Contractor is obligated or responsible under these conditions.

5.1.3. INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and Council, employees, agents and representatives, from liability, loss, suits, actions, or claims brought for or on account of violation of laws, ordinances, rules or regulations, or injury, damage, or loss including death caused by acts or omissions of the Contractor, his or her employees, or agents.

5.1.4. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his or her agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. **Minimum Scope of Insurance.** Coverage shall include at a minimum:

1. Commercial General Liability.
2. Automobile Liability.

3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance.

B. Minimum Limits of Insurance. The Contractor shall maintain limits no less than:

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
1. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$100,000 per accident.

C. Deductibles and Self-Insurance Retentions. Any deductibles or self-insurance retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents, and contractors.

b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, and contractors.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers acceptable to the City.

F. Verification of Coverage. Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be delivered to:

City Clerk
City of Brisbane
50 Park Place
Brisbane, CA 94005

G. **Subcontractors.** The Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

5.1.5. PRICE SUBMITTAL

The Contractor shall prepare and submit to the Engineer within ten (10) working days after execution of contract, a detailed cost breakdown to serve as the basis for progress payments for bid items with a quantity of "Lump Sum" before work commences.

The cost breakdown shall be segmented into basic items of work corresponding to the Progress Schedule submitted pursuant to Section 5.1.1 "Progress Schedule" of these Special Provisions, with the aggregate equaling the Contract total. Cost breakdowns containing prices which appear unbalanced may be rejected.

The following general guidelines shall be followed:

- A. There must be sufficient detail included to allow the Engineer to verify progress in accordance with the progress payments specified elsewhere. As a minimum, the cost of each Specification section shall be identified.
- B. Each price must include the cost of material, equipment, and labor stated separately.

Progress payments will not be made until the detailed cost breakdown has received favorable review and approval by the Engineer.

5.2. REQUIREMENTS RELATING TO LABOR

5.2.1. PREVAILING WAGE RATES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City of Brisbane has obtained from the Director of the Department of Industrial Relations the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8 of said Code, apprenticeship or other and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classifications or type of workmen concerned. Such prevailing rates are on file with the City Clerk.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates which are in effect on the date that this project is advertised, which is part of the contract, shall be posted by the Contractor at a prominent place at the site of the work.

Prevailing wage rates shall be posted at the job site.

The Contractor and each 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 by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor in accordance with the provisions of Section 1776 of the Labor Code.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of a change in location and address. The responsibility for compliance with payroll record requirements imposed by Section 1776 of the Labor Code is on the Contractor.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor and each subcontractor must furnish payroll records directly to the Labor Commissioner as set forth in Section 1771.4 of the Labor Code.

5.2.2. HOURS OF LABOR

Pursuant to Sec. 1813 of the Labor Code of the State of California, the Contractor shall forfeit as penalty to the City \$25 for each worker employed in execution of the contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without payment of overtime compensation as required by Labor Code Sec. 1815 and all amendments thereto.

5.2.3. LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Administrative Code.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5.2.4. EXCAVATION SAFETY PLANS

Attention is directed to Section 6705 of the Labor Code concerning trench excavation safety plans. Excavations five (5) feet or more in depth shall not begin until the Contractor has submitted and the Engineer has returned indicating "No Exceptions Noted" the Contractor's detailed plan for worker protection from the hazards of caving ground during such excavations. The plan may be reviewed by the Engineer for completeness in accordance with federal, state and local regulations. The Engineer will not be responsible for reviewing the accuracy of assumptions, data and information used, and procedures contained in the plan or the adequacy thereof. Such plans shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. The plan shall not allow the use of shoring, sloping, or a protective system less effective than that required by the Construction Safety Orders; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan (including calculations) shall be prepared, signed and stamped by an Engineer registered as a Civil or Structural Engineer, and by an Engineer registered as a Geotechnical Engineer, in the State of California.

Such plans shall be accompanied by a copy of the Permit to Excavate that has been issued by the Division of Occupational Safety and Health as required by Labor Code Section 6500 and following.

Full compensation for trench excavation safety plans shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.2.5. ASBESTOS-RELATED WORK

The Contractor's attention is directed to Section 7058.5 of the Business and Professions Code, which states that from and after January 1, 1987, no Contractor shall engage in asbestos-related work, as defined, who is not certified by the Contractor's State License Board to do so.

The Contractor's attention is also directed to Section 6501.5, and following, of the Labor Code relative to asbestos-related work and to provisions of the General Industry Safety Orders of Title 8 of the Code of Regulations and to the BAAQMD's Regulation 11, Rule 2.

5.2.6. APPRENTICES

Attention is directed to the provisions of Section 7-1.02K(4), "Apprentices," of the Standard Specifications.

5.2.7. EMPLOYMENT ELIGIBILITY

At the request of City, Contractor shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for on behalf of Contractor are eligible to be employed in the United States. In the event Contractor is unable or unwilling to provide the employment eligibility verification within ten (10) calendar days after City's request, City may require the immediate removal from the project of such workers as specified by City, and upon any failure by Contractor to do so, City shall be entitled to terminate this Agreement.

5.3. REQUIREMENTS RELATING TO PERFORMANCE OF THE WORK

5.3.1. WORK TO BE DONE

The work to be done consists of furnishing all labor, methods or processes, implements, tools, machinery, construction equipment, materials of any kind, and installed manufactured equipment, except as otherwise specified herein to be furnished by the City of Brisbane or from sources provided by the City of Brisbane, which are required to construct in a good and workerlike manner all the work herein specified.

5.3.2. COOPERATION

Attention is directed to Sections 5-1.20, "Coordination With Other Entities," and 5-1.36C, "Nonhighway Facilities," of the Standard Specifications and these special provisions.

5.3.3. STAKING

Staking shall conform to the provisions of Section 5-1.26, "Construction Surveys," of the Standard Specifications and these special provisions. The Contractor shall provide any necessary staking.

Full compensation for the Contractor furnishing and setting all stakes necessary to construct the project shall be considered as included in the price paid for the various contract items of work, and no additional compensation will be allowed therefore.

5.3.4. PUBLIC SAFETY

In addition to any other measures taken by the contractor pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, the Contractor shall install temporary railing between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- (1) Excavations -- Any excavation the near edge of which is 15 feet or less from the edge of the lane, except:
 - a. Excavations covered with non-skid sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public. Covers must have milled edges or be installed flush with the pavement surface.
 - b. Excavations less than one foot deep.
 - c. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.

- d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- e. Excavations in side slopes, where the slope is steeper than 4:1.
- f. Excavations protected by existing barrier or railing.

(2) Temporarily Unprotected Permanent Obstacles -- Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing completely in place during the same day.

(3) Storage Area -- Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Full compensation for conforming to the requirements in this section, "Public Safety," shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed therefore.

5.3.5. ACCIDENT PREVENTION

The Contractor shall comply with the California Occupational Safety and Health Act (Labor Code Section 6300 et seq.) and Title 8 of the Code of Regulations, and will also take, or cause to be taken, such additional measures as may be necessary for the prevention of accidents.

During the performance of the work under the Contract, the Contractor shall institute controls and procedures for the control and safety of persons visiting the jobsite.

Compliance with the provisions of this Article by subcontractors will be the responsibility of the primary Contractor.

5.3.6 OBSTRUCTIONS

Attention is directed to Sections 5-1.36C, "Nonhighway Facilities," and 15, "Existing Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center	Telephone
Underground Service Alert-Northern California (USA)	811 or 1(800) 642-2444

5.3.7. INTERFERENCE WITH FIRE HYDRANTS, HIGHWAYS, AND FENCES

The Contractor shall conduct operations as not to close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permits have been obtained therefore from the proper authorities. If any highway required to be kept open shall be rendered unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary guards as shall be acceptable to the authorities having

jurisdiction and to the Engineer. Any highway or street maintenance or repair work required by the City in connection with necessary operations under the Contract shall be performed by the contractor at the Contractor's own cost and expense. Fences subject to interference shall be maintained as effective barriers consistent with the original intent but, upon approval of the Engineer, they may be moved or rearranged to facilitate prosecution of the work until the work is finished, after which they shall be restored to their original location in an equal or better condition than existed prior to rearrangement.

5.3.8. PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

Due care shall be exercised to avoid damage to existing improvements, utility facilities, and adjacent property, real and personal. The fact that any existing underground improvement or facility is not shown on the Plans shall not relieve the Contractor of responsibility to ascertain the existence of any underground improvement or facility which may be subject to damage by reason of the Contractor's operations.

Any damage to improvements or property, whether above ground, below ground, or underwater, private or public, within or adjacent to the project limits, arising from, or in consequence of, the performance of the Contract shall be repaired at once by the Contractor. If the Engineer requires such repair to be made prior to the execution or continued performance of any part of the work included in this contract, the Engineer will so notify the Contractor who shall delay or discontinue the performance of that part of the work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of time for completion of the Contract will be allowed therefore.

When ordered by the Engineer to make any such repair, the Contractor shall start work thereon within four (4) hours, immediately if emergency or public safety conditions warrant, and shall prosecute the same with diligence to completion. Upon failure of the Contractor to so comply with such order, or upon the contractor's failure to make immediate emergency repairs reasonably determined by the Engineer to be necessary in the best interests of the public, the Engineer shall have authority to cause such repair to be made and to deduct the costs thereof from any money due, or which may become due, the Contractor.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor shall act to prevent, to the extent possible, such threatened loss or injury, whether or not instructed to do so by the Engineer.

5.3.9. DAMAGE REPAIR

Attention is directed to the provisions in Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications and these special provisions.

Damage to slopes or other existing facilities occurring prior to the performance of the work provided for in this contract shall be repaired or reconstructed by the Contractor, as directed by the Engineer. Such work will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

Storm damage caused by a change in the runoff pattern from that which existed on the day the Notice to Contractors for this project is dated and was the result of work by others within the right of way shall be repaired as directed by the Engineer. The total cost of ordered repair work will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

5.3.10. TRESPASS

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by the Contractor, any subcontractor, or their employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

5.3.11. PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. In any area visible to the public the following shall apply:

When practicable, broken concrete and debris developed from the project shall be disposed of concurrently with its removal.

If stockpiling of debris is necessary and approved by the Engineer, the debris developed from the project shall be removed or disposed of weekly. The Contractor shall furnish trash bins for all stockpiled debris developed from the project. All debris shall be placed in the trash bins daily. Stockpiling areas shall be in accordance with the section entitled "Areas for Contractor's Use," elsewhere in these special provisions.

Forms and falsework that are to be re-used shall be stacked neatly concurrently with their removal. Form and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.12. AREAS FOR CONTRACTOR'S USE

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use," of the Standard Specifications and these special provisions:

The project areas shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the streets or areas, or allow others to occupy the streets or areas, for purposes which are not necessary to perform the required work.

The area for Contractor use shall be provided by the Engineer during the preconstruction meeting.

Should the Contractor cause damage to the site, all corrective measures shall be done promptly at no cost to the City.

5.3.13. COMPLIANCE WITH MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation, Monitoring, and Reporting Program (MMRP) requirements can be found in Appendix C. The contractor shall be required to comply with all applicable mitigation measures that reference the Construction Contractor as a responsible entity, unless otherwise stated.

Mitigation Measure BIO-1, exclusion of fish from channel, shall be completed by owner's qualified biologist with support from and in coordination with contractor. For Mitigation Measure BIO-2, nesting bird survey will be completed by the owner's qualified biologist. For Mitigation Measure BIO-3, seeding will be accomplished by the contractor per the special provisions. For Mitigation Measure GEO-1, contractor shall refer to geotechnical report. Grading plans are the project plans.

Mitigation Measure HYDRO-1 shall be address by contractor under Water Pollution Control bid item. For Mitigation Measure NOISE-1, it shall be the responsibility of the contractor to provide supervision by a qualified acoustical consultant of all construction related activities. No grading permit is required to be obtained.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.14. SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 14-8, "Noise and Vibration," of the Standard Specifications and these special provisions and the requirements of the Mitigation, Monitoring, and Reporting Program.

In accordance with Section 8.28.060 of the Brisbane Municipal Code, no individual piece of equipment used by the Contractor shall produce a noise level that exceeds eighty-three (83) dBA at a distance of twenty-five (25) feet from the source thereof, and the noise level from the Contractor's operations at any point outside of the property plane of the project shall not exceed eighty-six (86) dBA.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transient mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.15. DUST CONTROL

Dust control shall conform to the provisions in Section 10, "General," of the Standard Specifications, these special provisions and the site safety plan.

It is understood that the provisions in Section 10, "General," will not prevent the Contractor from applying water or dust palliative for his convenience if he so desires; however, the Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for his convenience due to the current need to conserve water.

Dust suppression measures will be used when visual or instrumental indications of dust levels indicate their necessity. A fine water spray will be used to wet soils, as necessary, using only enough water to provide dust control, so as to minimize runoff.

No separate payment will be made for any work performed or materials used to control dust resulting from the Contractor's operations either inside or outside the right of way, or for controlling dust caused by public traffic during Contractor's working hours. Full compensation for such dust control will be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.16. WATER CONSERVATION

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is also directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property and responsibility for damage.

Nothing in this section, "Water Conservation," shall be constructed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these special provisions or relieving the Contractor from the legal responsibilities defined in said Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment except when necessary for safety or for the protection of equipment, shall be discouraged.

5.3.17. ARCHAEOLOGICAL MONITORING

Notwithstanding anything to the contrary herein, in the event any archaeological artifacts within the project are discovered during the course of the work, the City will have and retain all right, title and interest to such artifacts and shall have the further right during the course of the contract, to examine or have examined, the site work for any such artifacts and to perform or have performed archaeological excavations and all other related work to explore for, discover, recover, and remove such artifacts from the site.

In the event the work of archaeological examination and related work delays the Contractor's work, he shall be entitled to an extension of time to complete the work equal to the number of days he is thus delayed. However, Contractor shall have no claim for compensation as a consequence of delay of his work for the period of time required by the City for such archaeological examination and related work.

5.3.18. QUALITY ASSURANCE

Testing of materials shall conform to the provisions in Section 6-2, "Quality Assurance," of the Standard Specifications and these special provisions.

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

All tests of materials will be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in these Specifications.

Except as otherwise provided in the specifications, cost of all testing of materials will be borne by the City of Brisbane. In the following instances the Contractor shall bear the costs of testing:

- (1) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
- (2) The Contractor shall assume all costs of testing materials offered in substitution of those found to be deficient;
- (3) The Contractor shall assume all costs of testing materials offered in lieu of specified materials, to prove their quality equivalence;
- (4) The contractor shall assume all costs of testing and inspection of materials manufactured or produced outside the limits of the United States; and
- (5) The Contractor shall assume all costs of testing more than three samples of each type of material.

5.3.19. SUBMITTALS TO BE FURNISHED BY THE CONTRACTOR

The Drawings listed in the Specifications shall be supplemented by the Contractor with such submittals as may be required for the prosecution of the work and approval of equipment. Submittals may include calculations, specifications, product data, samples, manuals, spare parts, photographs, schedules, or similar items required to be submitted to the Engineer by the Contract Documents. These submittals shall be approved by the Engineer before any work involving these submittals is performed. No change shall be made by the Contractor to any submittal after it has been approved by the Engineer. Submittals shall contain all required detailed information at a reasonable scale with enough views to clearly show the work to be done or the item to be furnished, and shall be properly checked.

It is expressly understood, however, that approval of the Contractor's submittals shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. The

contractor shall be solely responsible for agreement and conformity of submittals with the Contract Drawings and Specifications.

The number of materials submittals to be turned in shall be the number the contractor requires returned, plus two to be retained by the City. The copies will be returned to the Contractor marked, "No Exceptions Noted," "Make Corrections Noted and Resubmit Final File Copy," "Rejected," "Revise and Resubmit," or "Submit Specified Items," within 10 days after receipt. The contractor shall make any necessary corrections and revisions to returned submittals and shall resubmit the submittals within 10 days after receipt. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including resubmittal, without delaying construction.

5.3.20. SUBCONTRACTING

Attention is directed to the provisions in Sections 2-1.10, "Subcontractor List," and 5-1.13, "Subcontracting," of the Standard Specifications and these special provisions:

In accordance with the requirements of Section 4100 to 4113, inclusive of the Public Contract Code, each bidder shall list in his Proposal the name of each subcontractor, the location of his place of business and the portion of the work to be done by him. Only one subcontractor shall be listed for each portion of the work as defined by the bidder. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, (or specified more than one subcontractor for the same portion of the work), it shall be understood that the bidder is qualified to and will perform such work without subcontracting the same. A sheet for listing the subcontractors, as required, is in the proposal.

5.3.21. SERVICES DURING AN EMERGENCY

The contractor shall be obligated to assist the City in the event of an emergency condition as determined by the Owner in accordance with the requirements of this section.

The contractor shall make available to the Owner all mobilized equipment and personnel active on the project and shall provide supervision of such personnel under the direction of the Owner in order to perform required work to respond to an emergency condition.

The contractor shall be compensated for such assistance in accordance with Section 5.4.8.c of these specifications.

5.3.22. INSPECTION

Inspection shall conform to the provisions in Section 5-1.01, "General," of the Standard Specifications and these Special Provisions.

The work shall be subject to inspection at all times by Caltrans or the Federal Highway Administration (FHWA).

All overtime work performed shall be subject to charges for any additional inspection costs incurred by the City of Brisbane. Such charges will be made for all work performed on Saturdays, Sundays, trade union holidays and on weekdays before 8:00 a.m. or after 5:00 p.m.

5.3.23. FINAL CLEANUP

Final cleanup shall conform to the provisions of Section 22, "Finishing Roadway," of the Standard Specifications and these special provisions.

Before final inspection the Contractor shall clean the premises, and unless otherwise specified, remove all rubbish, excess materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition to the satisfaction of the Engineer.

5.3.24. COMPLIANCE WITH COUNTYWIDE HEALTH ORDER

The following information shall apply to all construction projects taking place in the City of Brisbane while San Mateo County Health Officer Order c19-5c (revised) is in effect. All future general restrictions related to COVID-19 health orders that are equal or lesser to the current order shall remain in effect through the entire contract duration. No separate payment shall be made for compliance of current countywide health order in place at the time of bidding or its equal.

The San Mateo County Health Officer Order No. c19-5c (revised) dated April 29, 2020 specified that all construction is essential critical infrastructure. The link to the order is here:

<https://www.smcgov.org/sites/smcgov.org/files/documents/files/Health%20Officer%20Order%20Revising%20Shelter%20In%20Place%20Through%20May%2031.pdf>

Attached are Appendix B-1, Small Construction Project Safety Protocol, and Appendix B-2, Large Construction Project Safety Protocol, of the Health Order which detail practices and procedures to work in compliance with the Health Officer's requirements (B-2 is required on projects where five or more workers are on the jobsite at any one time.) These specific requirements are mandated effective 11:59 p.m. on May 3, 2020, and will continue to be in effect until 11:59 p.m. on May 31, 2020, or until they are extended, rescinded, superseded, or amended in writing by the Health Officer.

Note Paragraph 2.b of Appendix B-1, which requires the assignment and presence of a site-specific COVID-19 supervisor, and, when applicable based on size of project or workforce, Paragraph 2.j of Appendix B-2, which requires the assignment of a COVID-19 Third Party Jobsite Safety Accountability Supervisor.

Additionally, while not intended to be exhaustive of all the requirements found in the updated order, the following short list of basic, universal employee social distancing requirements is provided for reference:

1. Maintaining at least six-foot social distancing from other individuals.
2. Washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer. (Handwashing stations or sanitizer will be readily available for any person on a job site, including city staff.)
3. Covering coughs or sneezes (into the sleeve or elbow, not hands).
4. Regularly cleaning high-touch surfaces.
5. Not shaking hands.
6. Avoiding all social interaction outside the household when sick with a fever or cough.

Face coverings as defined in Order No. c19-8 shall be worn by workers at all times with the following exceptions: when a worker is in a personal office (a single room) when others outside of that person's household are not present as long as the public does not regularly visit the room; when a construction worker is alone in a space not regularly visited by the public; and when driving alone in a motor vehicle.

5.4. TERMINATION OF OR CHANGES IN CONTRACT; CLAIMS

5.4.1. TERMINATION OF CONTROL

Section 8-1.13, "Contractor's Control Termination," of the Standard Specifications is amended to add the following:

Notice of taking over the work or parts of the work by the City of Brisbane will be served upon the Contractor in writing. Should he neglect or refuse to provide means for satisfactory compliance with the

contract as directed by the Engineer within the time specified in such notice, the City Council of the City of Brisbane, in any such case, shall have the power to suspend the operation of the contract.

Upon receiving notice of such suspension, the Contractor shall discontinue said work or said parts of it as the City Council may designate.

Upon such suspension the Contractor's control shall terminate, and thereupon the City Council, or its duly authorized representative, may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises and use the same for the purpose of completing said contract or parts thereof, and hire such force and buy or rent such additional machinery or tools, appliances, equipment, and buy such additional material and supplies at the Contractor's expense as may be necessary for the proper conduct of the work, and for the completion thereof; or may employ other parties to continue the contract to completion, employ the necessary workmen, substitution of the machinery or materials, and purchase the materials contracted for in such a manner as the City may deem proper. The City Council may annul and cancel the contract and re-let the work or any part thereof. Any excessive cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties who will be liable therefore.

In the event of such suspension, all moneys due the Contractor that have been retained in the terms of this contract shall be forfeited to the City of Brisbane, but such forfeiture will not release the Contractor or his sureties from liability or failure to fulfill the contract.

The Contractor and his sureties will be credited with the amount of money so forfeited or any excess or cost over and above the contract price arising from suspension of the operations of the contract, and the completion of the work by the City of Brisbane, as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

5.4.2. DIFFERING SITE CONDITIONS

Attention is directed to the provisions in Section 4-1.06, "Differing Site Conditions," of the Standard Specifications and these special provisions.

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor shall promptly notify the Engineer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time requirement for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

Any contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

5.4.3. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substances as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance

has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If such suspension delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor will be compensated for such delay as provided in Section 8-1.07, "Delays," of the Standard Specifications.

The City or State reserves the right to use other forces for exploratory work to identify and determine the extent of such material for removing hazardous material from such area.

5.4.4. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

Attention is directed to the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications.

If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

5.4.5. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

5.4.6. TERMINATION OF CONTRACT

The City of Brisbane may terminate the contract at any time upon a determination by the City Council that the same is in the best interests of the City. Upon such termination, the rights, duties and obligations of the parties shall be as stated in Section 8-1.14, "Contract Termination," of the State Specifications, wherein the words "Director" and "Engineer" shall mean the Engineer, and the words "State" and "Department" shall mean the City of Brisbane.

5.4.7. CHANGE ORDER BY THE ENGINEER

Change order by the Engineer shall conform to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications and these special provisions.

5.4.8. CHANGE IN CONTRACT PRICE

A. The contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the contract price.

B. The contract price may only be changed by change order. Any request for an increase in the contract price shall be based on written notice delivered by the Contractor to the Engineer promptly, but in no event later than 5 days after the date of the occurrence of the event giving rise to the request, and stating the general nature of the request, the amount of the request, and including supporting data. The request shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the contract price will be valid if not submitted in accordance with the requirements of this Article.

C. The value of any work covered by a change order or of any request for an increase or decrease in the contract price shall be determined in one of the following ways:

1. Where the work involved is covered by unit price contained in the Contract documents, by application of unit price to the quantities of the items involved; or
2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.5.3; or
3. On the basis of the cost of work plus a Contractor's fee for overhead and profit (both determined as provided in Article 5.5.1.).

5.4.9. CHANGE OF CONTRACT TIME

A. The contract time may only be changed by a change order. Any request for an extension of the contract time shall be based on written notice delivered by the Contractor to the Engineer promptly, but in no event later than 5 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request, the extent of the request, and including supporting data. The request shall be accompanied by the Contractor's written statement that the adjustment requested is the entire adjustment to which the Contractor has

reason to believe he or she is entitled as a result of the occurrence of said event. No request for an adjustment in the contract time will be valid if not submitted in accordance with the requirements of this Article.

The contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when City-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The contractor will be notified if the Engineer determines that a time extension is not justified.

B. The contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Engineer. Such delays shall include:

1. Changes.
2. Failure of the City of Brisbane to furnish access, right of way, completed facilities of related projects, drawings, materials, equipment, or services for which the City is responsible.
3. Survey error if the surveying work is performed by the City.
4. Suspension of work pursuant to Section 5.4.6 "Termination of Contract" of these special provisions.
5. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the proceeding 3-year period or as provided for in the Special Provisions.
6. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.4.10. PROTESTS

If the Contractor considers any work demanded to be outside of the requirements of the Contract, or considers any record or ruling or act or omission of the Engineer to be unfair, the Contractor shall immediately, upon such work being demanded, or such record or ruling being made, ask in writing for written instructions or decisions, whereupon the Contractor shall proceed without delay to perform the work or to conform to the record or ruling and, within 15 days after date of receipt of the written instructions or decisions, shall file a written protest with the Engineer stating clearly and in detail the basis of the protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, decisions, and acts or omissions of the Engineer shall be final and conclusive. Instructions and decisions of the Engineer contained in letters transmitting drawings to the Contractor shall be considered as written instructions and decisions subject to protest as herein provided.

5.4.11. CLAIMS

Section 9-1.22, "Arbitration," of the Standard Specifications is deleted and the following is substituted therefore:

Attention is directed to the provisions of Government Code Sections 900 to 915.4 inclusive, concerning the procedures to be followed when filing claims against the City of Brisbane. All claims shall be filed with

the City Clerk. Forms specifying the information to be contained in claims against the City of Brisbane may be obtained from the City Clerk of the City of Brisbane.

5.4.12 PUBLIC CONTRACT CODE (PCC) SECTION 9204 SUMMARY

Claims submitted between 01-01-2017 and 01-01-2020.

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2020 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

- a. For the purposes of this section, the term “Claim”, “Contractor”, “mediation”, “Public Entity” “Public works project” and “Subcontractor” shall have the meaning provided for in PCC Section 9204.
- b. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.
- c. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.
- d. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).
- e. If the City fails to timely respond to a Claim or if Contractor disputes the City’s response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.
- f. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.
- g. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.
- h. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.
- i. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

5.5. PAYMENT

5.5.1. FORCE ACCOUNT PAYMENTS

Force account payments shall conform to Section 9-1.04, "Force Account" of the Standard Specifications and these special provisions.

5.5.2. RELIEF FROM MAINTENANCE AND RESPONSIBILITY

The Contractor may be relieved of the duty of maintenance and protection in accordance with the provisions in Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications.

5.5.3. ACCEPTANCE OF CONTRACT

Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications is amended to read:

When the Engineer has made the final inspection as provided in Section 5.3.23, "Inspection," and determined that the contract work has been completed in all respects in accordance with the Plans and Specifications, he shall recommend acceptance to the City Council of the City of Brisbane, and recommend the filing of a "Certificate of Completion" by the City Clerk. Immediately upon and after such acceptance by the City, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and he will not be required to perform any further work thereon; and the Contractor shall be relieved of his responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the City of Brisbane, except as otherwise provided under the terms of the contract.

5.5.4. PAYMENT

Attention is directed to the provisions of Section 9-1.16, "Progress Payments," and Section 9-1.17, "Payment after Contract Acceptance," of the Standard Specifications and these special provisions.

For purposes of making partial payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract item or work shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes. The retention amount in Section 9-1.16, "Progress Payments" shall at no time exceed 5%.

Pursuant to Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said items, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated into the work.

5.5.5. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or

judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Attention is directed to the provisions of Section 9-1.16E, "Withholds," of the Standard Specifications and these special provisions.

Pursuant to the Government Code of the State of California, commencing with Section 4590 of Chapter 13, Division 5, Title I: securities may be substituted for any moneys withheld from payments. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Brisbane or with a state or federally chartered bank as the escrow agent who will make payment of funds withheld. Upon satisfactory completion of the contract, the securities will be returned to the Contractor.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California or bank or savings and loan certificate of deposit.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this provision shall include the following provisions:

- (1) the amount and value of securities to be deposited;
- (2) the providing of powers of attorney or other documents necessary for the transfer of securities to be deposited;
- (3) the terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor; and
- (4) the termination of the escrow upon completion of the contract.

The Contractor shall obtain the written consent of the surety to such agreement.

5.5.6. FINAL PAYMENT

Attention is directed to the provisions of Section 9-1.17, "Payment After Contract Acceptance," Section 9-1.17B, "Payment Before Final Estimate," and Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications and these special provisions:

A. Section 9-1.17B, "Payment Before Final Estimate," is deleted.

B. Section 9-1.17D, "Final Payment and Claims," is amended to add the following: Final payment shall not be due until thirty-five (35) days after the Notice of Completion has been recorded.

5.5.7. PAYMENT OF TAXES

Except as otherwise specifically provided in these Special Provisions, the contract price shall include full compensation for all current and future taxes which the Contractor is required to pay, whether imposed by Federal, State, or local government, and no tax exemption certificate or any other document designed to exempt the Contractor from payment of tax will be furnished to the Contractor by the City.

SECTION 6. RESERVED
This Section Intentionally Left Blank

SECTION 7. PERMITS AND LICENSES AND PUBLIC UTILITY COORDINATION

7.1. PERMITS AND LICENSES

Procurement of permits and licenses shall conform to the requirements of Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

The Contractor shall obtain all permits required by the City of Brisbane to do the work. The Contractor and all subcontractors shall obtain and pay all fees for a City of Brisbane Business License prior to starting work and shall maintain same at all times during the life of the Contract.

7.2. PUBLIC UTILITY COORDINATION, MATERIALS, INSTALLATION AND RELOCATIONS

It shall be the Contractor's responsibility to coordinate all the work of utility research, mark-out, relocation and adjustment to finish grade including all work to be done by the owners of the public utilities involved.

Contractor shall notify U.S.A. Underground two working days (48 hours) prior to starting work.

All relocations of apparent or discovered utility lines in conflict with the Contractor's work (e.g., Pac Bell, TCI, SFWD, PG&E, etc.) shall be accomplished by the forces of the appropriate utilities, except as noted. Work shall be performed in a manner that will not result in the shutoff of power by PG&E. The Contractor shall notify the appropriate utility company at least 48 hours in advance of working in the vicinity of any utilities in the project area.

The Contractor shall assume full responsibility for the location of all existing utilities prior to the commencement of any construction activity (e.g., excavation, clearing, grubbing, and trenching) which may damage any existing utilities.

Except as otherwise noted specifically on the Plans, the Contractor shall protect from damage all presently existing or newly installed utilities, including all above or below ground utilities, pipelines, whether pressurized or gravity flow, and signalization or street lighting conduit systems. Any and all damage resulting directly or indirectly from the operations or actions of the Contractor or his forces shall be repaired to its original condition, or better, at the Contractor's sole expense in accordance with these Special Provisions and the Standard Specifications.

Full compensation for conforming to the provisions of this section, including research, coordination, protection, furnishing plans and locating all existing underground and above ground utilities, and their protection shall be considered included in prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SECTION 8. MATERIALS & SUBMITTALS

8.1. GENERAL

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these special provisions:

Except as provided under "City-Furnished Materials" of these special provisions, all materials required to complete the work under this contract shall be furnished by the Contractor.

8.2. CITY-FURNISHED MATERIALS

Attention is directed to Section 6-2.03, "Department-Furnished Materials," of the Standard Specifications and these special provisions.

The City will furnish water connection and supply. A deposit is required from the Contractor for a hydrant meter.

8.3. SUBMITTALS TO BE FURNISHED BY THE CONTRACTOR

The tables listed in the Specifications shall be supplemented by the Contractor with such submittals as may be required for the prosecution of the work and approval of equipment. Submittals may include calculations, specifications, product data, samples, manuals, spare parts, photographs, schedules, or similar items required to be submitted to the Engineer by the Contract Documents. These submittals shall be approved by the Engineer before any work involving these submittals is performed. No change shall be made by the Contractor to any submittal after it has been approved by the Engineer. Submittals shall contain all required detailed information at a reasonable scale with enough views to clearly show the work to be done or the item to be furnished, and shall be properly checked.

It is expressly understood, however, that approval of the Contractor's submittals shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. The contractor shall be solely responsible for agreement and conformity of submittals with the Contract Drawings and Specifications.

The number of materials submittals to be turned in shall be the number the contractor requires returned, plus two to be retained by the City. The copies will be returned to the Contractor marked, "No Exceptions Noted," "Make Corrections Noted and Resubmit Final File Copy," "Rejected," "Revise and Resubmit," or "Submit Specified Items," within 10 days after receipt. The contractor shall make any necessary corrections and revisions to returned submittals and shall resubmit the submittals within 10 days after receipt. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including resubmittal, without delaying construction.

8.4. MATERIAL SUBMITTAL LIST

The materials proposed by the contractor to be used on this contract shall be submitted for approval by the Engineer within 10 calendar days after the execution of the contract.

The list supplied is intended to be comprehensive but no claim for its completeness is implied and submittals of the completed list will not relieve the Contractor of supplying all information needed or of complying with any of the other requirements of the specifications. Revised lists may be issued and items may be added or deleted to the list supplied.

Manufacturer's cut sheets, specifications, and shop drawings shall be supplied along with the submittal list for all applicable products on the list, and shall be in conformance with the following requirements:

(1) Shop Drawings -- Shop drawings are drawings, diagrams, schedules and other data specially prepared in accordance with these special provisions for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

Contractor shall identify details on Shop Drawings by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Sections and Paragraphs of the Specifications.

(2) Product Data -- Product Data are illustrations, test results, mill certification, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

Contractor shall identify each item or package of Product Data by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Sections and Paragraphs of the Specifications.

Manufacturer's catalog cut sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data shall:

- a. Have each copy clearly marked to identify pertinent materials, products, models, finish, etc.
- b. Show clearly all standard options included.
- c. Show dimensions and clearances required.
- d. Show performance characteristics and capacities.

Where Product Data, as submitted, contains extraneous information, unmarked options or is incomplete, it shall be returned to the Contractor without review.

(3) Samples -- Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

Samples shall be tagged or otherwise clearly identified as to pertinent information illustrated and specific relationship to the work, and shall show the name and address of the subcontractor or agency submitting them, the date, and the name of the work for which they are intended. Sample submittals shall include results of tests run by the Contractor or suppliers which support acceptability of the material.

Unless the Engineer determines that Samples must be retained for reference purposes, Samples will be returned when so requested by the Contractor. No Sample shall be incorporated into the work unless specific approval is given by the Engineer.

Charges for submission of Samples and for their return shall be borne by the Contractor.

(4) Submission Requirements -- Contractor shall make submittals promptly and in such sequence as to cause no delay in the work or in the work of any other contractor.

(5) Number of Submittals Required --

- a. Shop Drawings: Submit the number of copies which the Contractor requires, plus (3) copies which will be retained by the Engineer.
- b. Product Data: Submit the number of copies which the Contractor requires, plus three (3) which will be retained by the Engineer.
- c. Samples: Submit the number stated in each Specification Section.

(6) Submittals Shall Contain --

- a. The date of submission and the dates of any previous submissions.

- b. The project title and number.
- c. Contractor identification.
- d. The names of:
 - 1. Contractor
 - 2. Supplier
 - 3. Manufacturer
- e. Specifications Section number and Bid Item or Items pertaining to the item.
- f. Field dimensions, clearly identified as such.
- g. Relation to adjacent or critical features of the work or materials.
- h. Applicable standards, such as ASTM, Federal, or City Specification numbers. Certified Test Results indicating performance of materials/products with regard to Specifications requirements.
- i. Identification of deviation from Contract Documents. All substitutions or deviations from the contract requirements must be clearly identified in the submittal.
- j. Identification of revisions or resubmittals.
- k. An 8" x 3" blank space for contractor and Engineer stamps.
 - l. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of contract documents.

The General Contractor shall be required to review and approve all submittals and provide them stamped and signed as evidence thereof, prior to submitting them to the Engineer for review. Submittals which are not stamped and signed by the General Contractor will be rejected.

The Contractor shall submit all lists, drawings, data and specifications sufficiently in advance of construction, to permit no less than 10 calendar days for review and appropriate action by the Engineer.

(7) Resubmission Requirements -- Make all corrections or changes in the submittals required by the Engineer and resubmit.

For Shop Drawings and Product Data:

- a. Revise initial drawings or data, and resubmit as specified for the initial submittal.
- b. Indicate any changes which have been made other than those requested by the Engineer.

Samples: Submit new Samples as required for initial submittal.

(8) Payment -- The preparation of the plans, drawings, and necessary documents shall be considered as included in the price paid for the various contract items of work and no additional compensation will be made therefor.

List of required contractor submittals:

1. Traffic Control Plan
2. Temporary Creek Diversion System Plan
3. Water Pollution Control Plan
4. Landscape Irrigation System (20-01)
 - a. Shop Drawings
 - b. Irrigation system brochure
 - c. Operation and maintenance manuals
 - d. As-Built Drawings of the irrigation system
 - e. Special tools
5. Seeding (20-02)
 - a. A letter, or appropriate seed lot tags, from seed supplier stating the botanical name, common name, provenance, minimum percent purity, minimum percent germination, and pounds pure live seed of the seed mix prior to application.
 - b. Proof that the amendments (i.e., wood fiber, straw, tackifier) meet the Specifications described in this SECTION and that they do not contain noxious weeds or materials that originate from a Sudden Oak Death quarantined county.
 - c. Prior to delivery of straw to Project site, submit the name, address, and telephone number of the straw supplies.
6. Restoration Planting (20-03)
 - a. Wood Bark Mulch
 - i. sample.
 - ii. Manufacturer's receipt or certification
 - b. As-Built Drawings
7. Long-Term Maintenance (20-04)
 - a. Prior to the commencement of the five (5)-year long-term maintenance period, a proposed maintenance schedule as described in sub-Section Maintenance Schedule.
 - b. A logbook of mitigation site maintenance activities as described in sub-Section Maintenance Logbook.
 - c. Prior to each broadcast seeding event per sub-Section Site Cleanup Following Maintenance Activities, all submittals required for seeding per SECTION 20-02 Seeding.
 - d. All submittals required for plant and other materials per SECTION 20-03 Restoration Planting
8. Retaining wall
 - a. Material installer certification
 - b. Retaining wall shop drawings
 - c. Material Certificates
 - d. Manufacturer's field representative certification
9. Geocell Channel Lining
 - a. Material installer certification
 - b. Retaining wall shop drawings
 - c. Material Certificates
 - d. Manufacturer's field representative certification

SECTION 9. DESCRIPTION OF WORK

As shown in the Guadalupe Channel Erosion Control Project plans and required by these specifications and special provisions, this project includes, but is not limited to, furnishing all labor, materials and equipment necessary for:

- ◆ Repair of erosion at bends in the Guadalupe Channel east of Bayshore Boulevard to the Machinery Road Bridge with installation of Geoweb material, replant native trees, shrubs and grasses, and remove sediment in the mixing basin and culverts west of and under Bayshore, including five years of plant establishment.

The project is to be performed in accordance with and as described and provided in the Plans and Specifications therefore and the proposed form of contract thereof, all of which are on file in the Office of the Director of Public Works and the City Clerk of the said City, and to which special reference is hereby made and which are made a part hereof.

SECTION 10. RESERVED **This Section Intentionally Left Blank**

SECTION 11. STORMWATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES

An interim sediment and erosion control plan will be required for work during the rainy season, identified in the Brisbane Municipal Code as October 15 to April 15 per the California Stormwater Best Management Practices Handbook for Construction Activity prepared for the Stormwater Quality Task Force. In addition to the sediment and erosion control plan, normal construction operations shall also conform to the California Stormwater Best Management Practices Handbook.

Water Pollution Control Program shall comply with Section 13-2, "Water Pollution Control Program," of the Standard Specifications. The Contractor shall prepare a Water Pollution Control Plan (WPCP) and submit two copies to the Engineer within seven days of Contract approval.

Full compensation for preparation of and implementation of the Best Management Practices and the WPCP shall be considered as included in the contract price paid for Water Pollution Control, and no separate payment will be made therefore.

ORGANIZATION OF SPECIAL PROVISIONS

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

12 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Add section 12-1.01A

12-1.01A TRAFFIC MAINTENANCE

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the *Standard Specifications* and to the Section entitled "Public Safety" elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

The minimum size specified for Type II flashing arrow signs in the table following the second paragraph of Section 12-3.03, "Flashing Arrow Signs," of the *State Standard Specifications* is amended to read "36 inches by 72 inches".

The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal working hours.

Replace section 12-1.02 with

12-1.02 TRAFFIC CONTROL PLAN

At the pre-construction meeting, the Contractor shall submit a traffic control plan showing traffic control measures and/or, if approved, detours for vehicles, bicyclists and pedestrians affected by the construction work. A maximum of five (5) working days will be required to review and provide the Contractor with comments on the plan. The Contractor shall revise the plan per the City's comments until the plan is accepted by the Engineer. The Contractor will not be allowed to begin work that requires traffic control until the Engineer has accepted the traffic control plan.

The Traffic Control Plan shall cover all stages of work.

A copy of the accepted Traffic Control Plan must be kept at the job site at all times.

Temporary lane closures will be allowed only during approved working hours. Lane closures along Bayshore Boulevard are only allowed between 9 a.m. and 4 p.m. Contractor shall provide at least one lane in each direction on all existing streets throughout the construction project unless otherwise approved in writing by the Engineer.

The Contractor shall cooperate with and notify the local police and fire department, ambulance services of proposed construction operations and traffic control operations a minimum of five working days before work is to begin. If changes are made to the traffic control plan, contractor shall re-notify at least two working days

before work is to begin. In addition, the Contractor shall make available a 24-hour telephone number in case of emergencies and/or problems.

The Contractor shall be responsible for placing "Construction Speed Limit" signs on both sides of the affected street. The speed limit for the "Construction Speed Limit" signs cannot be less than 10 mph below the posted speed. At the pre-construction meeting, contractor shall submit to the Engineer a sample "Construction Speed Limit" sign for acceptance. Signs shall be placed a maximum of 500 feet apart, on both sides of the affected street.

Access to non-residential driveways, intersections, and streets shall be maintained at all times. If vehicles are parked in the working area, the Contractor shall not attempt to move the vehicle. The Contractor shall notify the Engineer immediately, and the Engineer shall make proper arrangements to remove the vehicle.

Lane and street closure shall not be allowed without proper advance warning devices, signing and flag persons in conformance with the State Standard Specifications and these Special Provisions. At the completion of each working day, all lanes of traffic shall be open to the public. Contractor shall coordinate as necessary to provide for uninterrupted trash collection during construction.

No separate payment will be made for any item of Traffic Control and Maintenance set forth in the Standard Specifications to be paid for as extra work. Full compensation for all Traffic Control and Maintenance shall be included in the Traffic Control and Maintenance bid item.

The provisions in this section will not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

13 WATER POLLUTION CONTROL

Add to the end of section 13-2.01A:

This project qualifies for an erosivity waiver because the anticipated soil disturbance is at least 1 and less than 5 acres and the R-factor is less than 5.

Schedule all soil-disturbing activities except Restoration Planting, such as clearing and grubbing, roadway excavation, and earth retaining systems, to occur from August 1 to October 15 of the same year. Deviation from this schedule may void the erosivity waiver.

Add to the end of section 13-3.01A:

This project's risk level is 1.

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to its original or design condition. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location. Any additional dewatering determined to be necessary for construction shall be addressed and included in the Temporary Creek Diversion System Plan.

13-12.01B Definitions

Not Used

13-12.01C Submittals

Not Used

13-12.01C(1) Temporary Creek Diversion System Plan

Within 20 days of Contract approval and at least 10 days prior to the Contractors scheduled installation, submit 3 copies of the Temporary Creek Diversion System Plan (TCDSP). The TCDSP must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including MSDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
10. Fish passage plan, following the Caltrans Fish Passage Design for Road Crossings, CA Department of Fish and Wildlife (CDFW), CA Salmonid Stream Habitat Restoration Manual, and National Marine Fisheries Service (NMFS), Guidelines for Salmonid Passage at Stream Crossings, as required by the applicable PLACs.
11. The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
12. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 5 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

Submit an electronic copy and 4 printed copies of the authorized TCDSP.

If the RWQCB or other regulatory agency requires review of the authorized TCDSP, the Engineer submits it to the RWQCB for review and comment. If the Engineer orders changes to the TCDSP based on the RWQCB's comments, submit a revised TCDSP within 5 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of 100 percent passing a 3/4 inch sieve and 0% passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than 1 fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02B Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02C Gravel-Filled Bags

Gravel-filled bags must comply with section 13-5.02G.

The 2nd paragraph of section 13-5.02G does not apply.

13-12.02D Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
 - 5.1. PVC closed-profile wall pipe must comply with ASTM F1803
 - 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
 - 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714
 - 5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02E Rock

Rock layer must comply with the table titled *Rock Gradation for 7-inch-thick Layer* in section 72-4.02.

13-12.02F Pumping System

Pumping system must:

1. Comply with section 74-2.02B
2. Be equipped with secondary containment
3. Be free of fuel and oil leaks
4. Meet intake screen regulatory requirements

13-12.02G Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS.

Seepage pumping system must:

1. Comply with section 74-2.02B
2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.02H Discharge Water Energy Dissipation and Erosion Control

Discharge water from pumps, pipes, ditches, or other conveyances must have BMPs to dissipate the flows and velocity of water discharged from the temporary diversion system if erosion would otherwise occur.

Energy dissipation measures:

1. May be plastic sheeting, flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION**13-12.03A General**

Construction, use and removal of the TCDS is restricted to the time period from August 1, 2020 to October 15, 2020. If the work cannot be completed during the initial restricted time period or week-by-week approved extensions for work after October 15, 2020, remove TCDS, restore the creek to original flow condition, and reconstruct the TCDS after August 1 of the following year. No work is allowed within the stream except during the restricted time period.

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris.

Place temporary or permanent fill as allowed by PLACs.

Place rock at outlet of diversion pipe under section 72-4.03, except motorized vehicles and equipment must not be used in areas of flowing or standing water.

Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area.

Stop all work and remove all material and equipment from the creek between upstream and downstream cofferdams if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

The TCDS must be water tight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the TCDS.

13-12.03B Maintenance

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the cofferdams.

Do not discharge runoff from existing or proposed drainage systems into the dry work area between the cofferdams. Runoff from these systems may be connected to the diversion pipe or conveyed by pipes downstream of the cofferdam.

Prevent leaks in the TCDS. Provide seepage pumps as necessary and keep the work area dry to prevent the creation of sediment-laden water.

Repair holes, rips and voids in the impermeable plastic membrane with commercial-quality waterproof tape. Replace impermeable plastic membrane when patches or repairs compromise the impermeability of the material.

Repair TCDS within 24 hours after the damage occurs.

Prevent debris from entering the TCDS and receiving water.

Remove and immediately replace gravel, gravel-filled bags, impermeable plastic membrane, or plastic pipes contaminated by construction activities.

Remove sediment deposits and debris from the TCDS as needed. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water, under sections 19-1.01 and 19-2.03 B.

13-12.03C Removal

When no longer required, remove all components of TCDS. Return the creek bed and banks to the original condition.

Do not excavate the native creek material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the TCDS with gravel. Maintain the original line and grade of the creek bed.

13-12.04 PAYMENT

The payment for Water Pollution Control includes all labor, materials, tools and equipment for installation, maintenance and removal of the TCDS and preparation and implementation of the TCDSF.

17 GENERAL

Replace 17-2.03D with:

17-2.03D Disposal of Material

Dispose of all objectionable material from clearing and grubbing activities at an appropriate offsite disposal location.

Replace 17-2.04 with:

17-2.04 PAYMENT

The payment for clearing and grubbing includes all equipment, materials and disposal costs for clearing and grubbing.

Add section 17-3.01

17-3.01 DEMOLITION

Demolition includes:

1. Removal of the existing sheet pile wall above an elevation of -1.0, or lower, if necessary to avoid interference with construction.
2. Removal of existing fencing that is not part of the completed project.

19 EARTHWORK

Replace 19-2.01A with:

19-2.01A Summary

Section 19-2 includes specifications for performing roadway excavation.

Roadway excavation consists of all excavation involved in the grading and construction of the channel improvements except for any excavation paid for as a separate bid item.

Roadway excavation includes:

1. Excavating and stockpiling the selected material
2. Removing the stockpiled material and placing it in its final position

3. Removing surcharge material
4. Performing the removal of a slide or slipout which is paid for as the type of roadway excavation involved
5. Removal of material from the three culvert boxes and mixing box upstream from the channel the details of which are available in record drawings from the City.
6. Any dewatering of materials necessary prior to off haul and disposal
7. Off haul and disposal of soil necessary to meet design grades

Replace 19-2.01B with:

19-2.01B Definitions

selected material: Specific material excavated from a described location on the job site. Selected material includes topsoil and soil derived from excavation along the channel below an elevation of 5.5 feet and other material necessary to comply with the Soil Handling Plan.

Replace 19-2.04 PAYMENT with:

19-2.04 PAYMENT

The payment quantity for roadway excavation (Excavation) is the volume of roadway excavation material, including volume of material involved in:

1. All channel construction and related work unless a separate bid item for the item of work is shown on the Bid Item List

The volume of material for roadway excavation is determined from the sum of the products of the number of truckloads of soil disposed of offsite times the volume of material per truckload for the various types of trucks used.

The Engineer's Representative will inspect each truckload. If the Engineer's Representative and Contractor do not agree as to the percent full of any load, the volume of the material will be determined by certified scale weight and material density of a bulk sample of the soil determined by the Engineer's Representative.

Replace Section 20 with:

20 RESTORATION LANDSCAPE

20-01 IRRIGATION SYSTEM

20-01.01 GENERAL

20-01.01A Description of Work

Provide all material, labor and equipment necessary to perform the Work for providing a complete irrigation system as shown on Drawings and as specified herein. The Work of this SECTION includes but is not limited to:

1. Trenching and backfilling trenches.
2. Installing controller (battery-operated).
3. Establishing point of connection.

4. Installing piping; valves; sleeves, conduit; and fittings.
5. Installing bubbler distribution system.
6. Replacing unsatisfactory Work.
7. Conducting tests.
8. Preparing record drawings and submittals.
9. Performing inspections and final acceptance.

20-01.01B Reference Standards

American Society for Testing and Materials (ASTM):

1. D1784: For Rigid PVC Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds.
2. D1785: For Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
3. D2241: For Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe, Class 200, Class 315.
4. D2464: For Threaded Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
5. D2466: For Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
6. D2467: For Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
7. D2564: For Solvent Cements for Poly(Vinyl Chloride) (PVC) Plastic Piping Systems.
8. D2855: For Making Solvent-Cemented Joints with Poly(Vinyl Chloride) (PVC) Pipe and Fittings.
9. G154: For Operating Fluorescent Light Apparatus for Ultraviolet (UV) Exposure of Nonmetallic Materials.

NSF: National Sanitation Foundation – Plastics Piping System Components and Related Materials Protocols and Specifications.

UPC: Uniform Plumbing Code.

NFPA 70: National Fire Protection Association National Electrical Code (NEC).

City of Brisbane: Plumbing Code (latest edition).

Water Quality Standards: "Standard Method of Test for Quality of Water to Be Used in Concrete," American Association of State Highway and Transportation Officials (AASHTO) T 26.

All standards shall include the latest additions and amendments as of the date of advertisement for bids.

20-01.01C Submittals

Contractor shall submit the following for the irrigation system:

1. Shop drawings: Contractor shall submit the following shop drawings:
 - 1.1. All assemblies not detailed on Drawings.
 - 1.2. Point of connection. Shop drawing shall include the following information:
 - 1.2.1. Existing domestic water line stub out line size and water pressure.

- 1.2.2. Proposed fittings for connection of stub out to irrigation system shown on Drawings.
- 1.2.3. Confirmation that the point of connection can supply the required flow and pressure to operate the irrigation system shown on Drawings.
- 1.3. Lateral line crossing of headwall at Bayshore Boulevard.
2. Irrigation system brochure: Assemble three (3) hardcover 3-ring binders for each Project site. Include the following materials in each document set:
 - 2.1. Any manufacturer's warranties, guaranties, instruction sheets, and parts lists, which are furnished with certain articles or materials incorporated in the Work.
 - 2.2. Materials list: Submit complete materials list. Include manufacturer, model number, and description of all materials and equipment. Include sealants, cements, lubricants, and other proprietary items.
 - 2.3. Product data: Submit manufacturer's data sheets, standard details, and installation instructions. Manufacturer's recommended installation procedures shall, when approved, become the basis for accepting or rejecting actual installation procedures used in the Work.
 - 2.4. Unless resubmission is required, two (2) copies of each document set will be retained and one (1) returned after being reviewed. One (1) approved copy shall be in Contractor's possession at Project site.
3. Operation and maintenance manuals: Deliver to Project Biologist two (2) complete sets of the following data at least ten (10) working days before completion of construction. Data shall be provided as a hard copy (on 8-½ inch by 11-inch sheets, in 3-ring binder) and as a PDF digital copy and shall include:
 - 3.1. Index sheet stating Contractor's address and telephone number, list of equipment with names and addresses of local manufacturer's representatives.
 - 3.2. Catalog and parts sheets on all material and equipment installed under this SECTION.
 - 3.3. Complete operating and maintenance instructions for all equipment.
 - 3.4. Complete and dated manufacturer's warranties for all materials used.
 - 3.5. Warranty statement, per sub-Section Warranty
4. As-Built Drawings of the irrigation system. Submit as specified, within ten (10) working days after start of five (5)-year long-term maintenance period.
 - 4.1. Provide and keep a complete up-to-date record set of Drawings, which shall be corrected weekly and show every change from the original Drawings and Specifications and the exact locations, sizes, and kinds of equipment. This set of Drawings shall be kept at Project site and shall be used only as a record set.
 - 4.2. These drawings shall also serve as Work progress sheets and shall be the basis for measurement and payment for Work completed. Make neat and legible annotations thereon weekly as the Work proceeds showing the Work as actually installed. These plans shall be made available to Project Biologist.
 - 4.3. Dimensions from two (2) permanent points of reference for the following items:
 - 4.3.1. Irrigation Point of Connection
 - 4.3.2. Pressure regulators.
 - 4.3.3. Valves.
 - 4.3.4. Remote control valves.

4.3.5. Routing of main lines.

4.3.6. Other equipment as directed by Project Biologist.

4.3.6.1. Delivery of As-Built drawings shall not relieve Contractor of the responsibility of furnishing required information that may be omitted from Record Documents.

5. Special tools: Two (2) sets of special tools and keys as required to operate, adjust, dismantle, or repair equipment. Include tools not normally found in possession of maintenance personnel.

20-01.01D Timing and Coordination

Irrigation system installation shall be completed prior to commencement of Work in Section 20-02 Seeding and before container plant installation described in Section 20-03 Restoration Planting.

For site access, Contractor shall coordinate with Public Works Inspector Greg Morris (415) 760-3053.

Contractor shall call USA North 811 (811 or 1-800-227-2600) and affected utility companies five (5) working days before digging.

20-01.01E Quality Control

All Work and materials shall be in full accordance with the latest rules and regulations of the National Electrical Code published by the National Fire Protection Association; the Uniform Plumbing Code published by the International Association of Plumbing and Mechanical Officials; and other applicable state or local laws or regulations. Nothing on Drawings or in these Specifications is to be construed to permit Work not conforming to these codes.

When the Specifications call for materials or construction of a better quality or larger size than required by the above-mentioned rules and regulations, the provision of the Specifications shall take precedence over the requirements of said rules and regulations.

Contractor shall furnish, without any extra charge, any additional material and labor when required by the compliance with these rules and regulations, including when the Work for said compliance is not mentioned in these Specifications or shown on Drawings.

Materials not conforming to these Specifications and requirements shall remain the property of Contractor and shall be removed from Project site at no additional cost to City.

20-01.01F Warranty

Provide guarantee for Work in this SECTION through completion of Work described in SECTION 20-04 Long-Term Maintenance.

Warrant that irrigation system has been installed according to Drawings and Specifications and that system will be free of defects in products and installation. Manufacturer's warranties shall only supplement special warranty.

Agree to repair or replace defective Work, or adjacent Work that is damaged by such defects, with the exception of ordinary wear and tear, abuse, or neglect. This includes damage to site improvements caused by settlement of improperly compacted trench backfill. City reserves the right to make temporary repairs as required.

20-01.01G General System Design

Contractor shall provide bubbler irrigation system to irrigate installed container plants as shown on Drawings.

Contractor shall provide a shop drawing of the point of connection and the lateral line crossing of headwall at Bayshore Boulevard per sub-Section Submittals.

Main line and lateral lines shall be trenched.

Water supply shall be from main line at Brisbane Fire Department.

Due to the scale of Drawings, it is not possible to indicate all offsets, fittings, sleeves, etc. that may be required. Contractor shall carefully investigate the structural and finished conditions affecting all of the Work and plan accordingly. Contractor shall furnish materials as required to meet such conditions.

The irrigation system design is based on an operating pressure of 120 psi at the meter. The water pressure at the point of connection is unknown. The irrigation contractor shall verify water pressure at the point of connection prior to irrigation system installation per the shop drawing described in sub-Section Submittals. If the operating pressure is found to be less than 70psi, Contractor shall make system adjustments as necessary and notify Project Biologist.

Irrigation heads and lines subject to low head drainage, or areas that will cause erosion or water to accumulate, shall have an approved check valve installed.

20-01.01H Bubbler System Design

Contractor shall provide bubbler irrigation system to irrigate container plants in the Riparian Oak Woodland and Riparian Oak Woodland Shrub planting areas.

Water supply shall be per sub-Section Point of Connection.

20-01.02 MATERIALS

20-01.02A Pipe and General Irrigation Products

PVC Pipe and Fittings

1. Polyvinyl Chloride (PVC) Pipe: National Sanitation Foundation-Certified, Type 1, Grade 1 PVC compound; ASTM D1784, ASTM D1785, and ASTM D2241. JM Eagle Co., Los Angeles, CA, or approved equal.
2. Pipe shall bear the following markings:
 - 2.1. Manufacturer's name.
 - 2.2. Nominal pipe size.
 - 2.3. Schedule or class.
 - 2.4. Pressure rating in pounds per square inch.
 - 2.5. National Sanitation Foundation Certification Mark.
 - 2.6. Date of extrusion.
3. Main line pipe: 1120 PVC plastic pipe. Use Class 315 for 1-½-inch and larger pipe. Use schedule 40 for 1-¼-inch and smaller pipe.
4. Lateral line pipe: 1120 PVC plastic pipe. Use schedule 40 for 1-inch to 1-½ inch pipe. Use IPS PVC flex hose for ½-inch to ¾-inch to pipe. Flex hose available from Ewing Irrigation Products, San Francisco, CA 94124, (415) 695-9530.
5. Sleeves (sizes to be determined by Contractor per PART 3 - EXECUTION)
 - 5.1. Water lines: 1120 PVC plastic pipe, schedule 40 PVC.
 - 5.2. Electrical lines: Gray, schedule 40 PVC conduit.

- 5.3. Sleeve end seal: Model "S" standard pull-on rubber end seals. GPT Industries, Denver, CO, or approved equal.

6. Fittings

- 6.1. Solvent weld socket fittings: Schedule 40, Type 1, Grade 1, National Sanitation Foundation-Certified, ASTM D2466 or Schedule 80, ASTM D2467. Fittings shall bear manufacturer's name or trademark, material designation, size, applicable Iron Pipe Size (IPS) schedule, and National Sanitation Foundation Certification Mark. Lasco Fittings, Brownsville, TN, or approved equal.
- 6.2. Threaded fittings: Schedule 40, Type 1, Grade 1, National Sanitation Foundation Certified, Schedule 80, ASTM D2467. Fittings shall bear manufacturer's name or trademark, material designation, size, applicable Iron Pipe Size (IPS) schedule, and National Sanitation Foundation Certification Mark. Lasco Fittings, Inc., Brownsville, TN, or approved equal.
- 6.3. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type and installation methods recommended by pipe manufacturer. IPS Weld-On Corporation, Compton, CA, or approved equal.
7. Polyvinyl chloride (PVC) pipe and fittings for above-grade installation shall be resistant to ultraviolet (UV) light per ASTM G154. If UV-resistant fittings are not available, Contractor may apply a UV-resistant coating, upon approval from Project Biologist.

Pipe joint compound: Non-hardening, non-toxic, designed specifically for use on PVC and metal threaded connections in water-carrying pipe. As recommended by pipe manufacturer and approved by Project Biologist.

Pipe wrapping tape at backflow prevention device: 2 inches wide, 20 mils thick, black PVC all weather corrosion-resistant tape with high tack adhesive formulated to resist corrosion.

Pipe stabilizer: Recommended by pipe manufacturer, as required to secure on-grade pipe to slope.

Galvanized Steel Pipe and Fittings

1. Pipe: Schedule 40 standard galvanized steel.
2. Fittings: Schedule 40 galvanized steel.
3. Pipe wrapping tape at backflow prevention device: 2 inches wide, 20 mils thick, black PVC all weather corrosion-resistant tape with high tack adhesive formulated to resist corrosion. Use same manufacturer's pipe primer to seal pipe and prepare for tape wrapping.

Other Piping Materials

1. Pipe upstream of backflow prevention device: Schedule 40 Copper tube, Type K
2. Flexible riser/connector: EPDM hose, PVC ends, with stainless steel bands. Flex-Riser, King Brothers Industries, Valencia, CA, or approved equal.
3. Provide dielectric fittings where dissimilar metals come into contact.
4. Pipe staple: 11-gauge galvanized, eight (8) inches long. Southeastern Wire Fabricators Inc., Hemingway, SC (1-877-9SE-WIRE), or approved equal.

20-01.02B Valves and Other Devices

Gate valve: Brass construction, screwed connections, with Teflon seats and standard port. Nibco T-113 series, Nibco Inc., Elkhart, IN, or approved equal.

Remote Control Valves: Plastic battery-operated remote control valve: PEB series with D.C. solenoid-actuated, Rain Bird Corporation, Azusa, CA.

Valve Boxes

1. HDPE, purple resistant to ultraviolet light, with stainless steel bolt-down mechanism and heat-branded letters, minimum 1-inch high. Oldcastle Precast Enclosure Solutions, Pomona, CA, or approved equal.
2. Size all valve boxes to provide enough clearance to house, maintain, and adjust devices as shown on Drawings and per City of Brisbane standard details and specifications.
3. Label valve as follows:
 - 3.1. Remote control valve. Letters 'ICV' and the valve number.
 - 3.2. Quick coupler valve: 'QCV'.

Pressure Regulator: In-line high flow pressure regulator, 3-inch, Wilkins 500 series, or approved equal. Use factory preset of 50 pounds per square inch. Available from Ewing Irrigation Products, San Francisco, CA 94124, (415) 695-9530.

20-01.02C Bubbler Distribution System Products

1. Pipe and Fittings
 - 1.1. IPS PVC flex hose for ½-inch to ¾-inch to pipe, as available from Ewing Irrigation Products, San Francisco, CA 94124, (415) 695-9530, or approved equal.
2. Flood Bubbler
 - 2.1. Plastic, pressure compensating over a range of 20-60 psi, with self-cleaning flush, 4 GPH, DB-04-PC, Toro Company, Riverside, CA, (877) 345-8676, or approved equal.

20-01.02D Backflow Prevention Device

Per City standard as shown on Drawings.

20-01.02E In-Line Flow Meter

In-Line, Plastic, Digital Flow Meter: TM series, select size as per system requirements. Assured Automation, Clark, NJ, (800) 899-0553, or approved equal.

20-01.02F Battery-Operated Controller

SoloRain 8014 DuraLife Battery-Operated Controller; L.R. Nelson Corporation, Peoria, IL, (309) 690-2200, or approved equal. If not included, Contractor shall also supply the required battery.

20-01.02G Other Materials

1. Trench backfill: uniform coarse sand 0.5 - 2.0 mm.
2. Drain Rock: Crushed rock or pea gravel with 100 percent passing a ½-inch sieve and not more than 10 percent passing a No. 4 sieve.
3. Valve Box Support: brick.
4. Thrust Blocks: Concrete thrust block, per State of California Department of Transportation (Caltrans), Standard Specifications, 2018 edition.

5. Concrete: Per State of California Department of Transportation (Caltrans), Standard Specifications, 2018 Edition; SECTION 90-2 - MINOR CONCRETE.

20-01.02H Water

Water shall be suitable for agricultural use and shall be free of harmful substances that would adversely affect plant growth or vigor.

20-01.03 CONSTRUCTION

20-01.03A Field Quality Control

Contractor shall inspect Project site and become familiar with any access requirements, access restrictions, and any other site conditions.

Prior to beginning installation of irrigation system, Contractor shall:

1. Obtain all necessary permits as described in sub-Section Timing and Coordination.
2. Flag planting areas and plant locations and excavate planting holes per Section 20-03 Restoration Planting. Contractor shall coordinate with Project Biologist for inspection and acceptance of plant flagging prior to irrigation system installation.

Contractor shall coordinate with Project Biologist to schedule inspections at the following stages:

1. Point of connection establishment.
2. System layout.
3. System installation.
4. System test. A qualified person duly authorized in writing to represent the irrigation Contractor shall be present at this inspection to demonstrate system and prove the performance of the equipment. Prior to this inspection, all Work under SECTION 20-01 Irrigation System shall have been completed, tested, balanced, and adjusted and in final operating condition
5. Acceptance of planting and irrigation system installation.

Progress inspections: In addition to the inspections specified, Project Biologist may make periodic progress inspections.

Project Biologist will refuse review if Contractor calls for a site visit without As-Built Drawings, without completing previously noted corrections, or without preparing the system for review. Additional costs due to Contractor not being prepared shall be borne by Contractor.

Project Biologist reserves the right to take and analyze samples of materials for conformity to these Specifications at any time.

Contractor shall maintain irrigation system to promote healthy plant development until acceptance of Work described in Section 20-04 Long-Term Maintenance.

20-01.03B Point of Connection

Water supply shall be via connection to Brisbane Fire Station water supply. The point of connection is a domestic water line stub out located in the approximate location shown on Drawings. For additional information regarding point of connection, Contractor shall coordinate with Public Works Inspector Greg Morris (415) 760-3053.

Contractor shall test pressure at the point of connection per sub-Section General System Design.

Contractor shall develop a shop drawing for the point of connection for submittal to Project Biologist per sub-Section Submittals.

20-01.03C Layout

Upon approval of plant flagging and plant hole excavation per Section 20-03 Restoration Planting, Contractor shall stake layout of equipment and main line in the approximate location shown on Drawings. Coordinate with staked layout of plants provided under Section 20-03 Restoration Planting. Adjust as directed by Project Biologist. Upon approval from Project Biologist, Contractor shall install the irrigation system.

Drawings are diagrammatic. Provide necessary fittings and offsets to adapt to existing conditions and prevent conflicts with other Work and existing improvements.

Contractor shall develop a shop drawing for the lateral line crossing of headwall at Bayshore Boulevard for submittal to Project Biologist per sub-Section Submittals.

Do not willfully install the irrigation system as shown on Drawings when it is obvious in the field that unknown obstructions, grade differences, or discrepancies in area dimensions exist that might not have been considered on Drawings. Such obstructions or differences shall be brought to the attention of Project Biologist. In the event this notification is not performed, Contractor shall assume full responsibility for any necessary corrections.

Changes or alterations in the irrigation system for the convenience of Contractor shall be made at Contractor's expense and then only if approved by Project Biologist.

20-01.03D Pipe Installation

General

1. Handle plastic pipe carefully. Especially protect pipe that is not resistant to ultraviolet light from prolonged exposure to sunlight.
2. Cap open pipe ends as pipe line is assembled to keep out soil or debris. Remove caps only when necessary to continue assembly.
3. Provide check valve where required to prevent erosion from low head drainage.

Trenching

1. Contractor shall trench main lines to the depth shown on Drawings. Trenches shall be wide enough to allow proper placing of pipe.
2. The minimum cover shown on Drawings shall govern regardless of variations in ground surface profile and occasional deeper excavation required at banks and other field conditions. Excavation shall be such that a uniform trench grade variation will occur in all cases where variations are necessary. In no case shall the angle of deflection from one pipe length to another exceed 5 degrees.
3. During excavation, materials suitable for backfilling shall be stockpiled in an orderly manner at a sufficient distance from the edge of trenches to avoid overloading and prevent slides or cave-ins. No excavated materials shall be placed within or permitted to fall upon roadways.
4. Contractor shall repair all trench locations to pre-existing condition following pipe installation.

Sleeves

1. Sleeve pipe under driveways, sidewalks, unpaved roads, and trails that may accommodate vehicular traffic, or other concrete and/or flatwork as shown on Drawings.
2. Provide sleeves and conduit of sufficient size and quantity to accommodate all pipe. Sleeves and caps shall be minimum twice the irrigation line diameter, and extend minimum 12 inches beyond edge of pavement. In-line fittings are not permitted in sleeves less than 20 feet long.
3. Cap ends of sleeves hand tight until pipe is installed. Where pipes pass through sleeves, provide removable non-decaying plug at ends of sleeves to keep soil out.

Backfilling

1. Backfill with specified material at specified depths after testing pipe as shown on Drawings.
2. Backfill shall contain no lumps or rocks larger than 1 inch. The top 6 inches of backfill shall be free of rocks, subsoil, or trash. Any materials not suitable for backfill shall be removed from the site and disposed of properly.
3. Backfill shall be compacted to a density equal to adjacent soil, or as specified.
4. Any trenches improperly backfilled, or where settlement occurs, shall be reopened to the depth required for compaction, then filled and compacted with the surface restored to the required grade and left in a completed surface condition.

Solvent-Weld PVC

1. Prepare joint by first making sure the pipe end is square, then deburr the pipe and clean pipe and fitting of dirt, dust, and moisture.
2. Allow joints to cure a minimum of 30 minutes before handling and at least 24 hours before allowing water in pipe.
3. Glue pipe and fittings as recommended by manufacturer and in accordance with accepted industry practices.
4. Follow any additional manufacturer's instructions for PVC welding.

Threaded Joints

1. Weld threading of plastic pipe or fittings is not permitted. Factory-formed threads only will be permitted.
2. Factory-made nipples shall be used wherever possible. Field-cut threads in metallic pipe shall be permitted only where absolutely necessary and as approved by Project Biologist. When field-threading, cut threads accurately on axis with sharp dies.
3. Apply pipe joint compound to male threads and first three (3) female threads.
4. Where assembling soft metal (brass or copper) or plastic pipe, use strap-type friction wrench only; do not use metal-jawed wrench.
5. On metal-to-metal joints, no more than three (3) full threads shall show when joint is complete.
6. When assembling threaded plastic fittings, tighten joint no more than one (1) full turn beyond hand tight. Use strap-type friction wrench only; do not use metal-jawed wrench.
7. All threaded joints shall be made up with pipe joint compound or Teflon tape. Apply compound or tape to male threads only.

Pipe staples shall be used to secure on-grade IPS PVC flex hose to the soil surface.

20-01.03E Backflow Prevention Device Installation

Connect to water supply line in approximate location as shown on Drawings. Contractor shall request and receive approval from Project Biologist for final location.

Installation shall comply with applicable codes. Contractor shall arrange and pay for annual tests and certificates required by governing agencies.

20-01.03F Valves and Other Devices Installation

Layout: Locate and install in the approximate locations as shown on Drawings. Contractor shall request and receive approval from by Project Biologist for location of valves and other devices, as well as alignment of valve boxes.

Valves

1. Lines shall be free of soil or debris before installation of valves. After pipe and risers are in place and connected, flush out system with a full head of water.
2. Provide check valve where required to prevent erosion from low head drainage.

Valve Box Installation, General

1. Valves, meters, and pressure regulators shall be located in valve boxes.
2. Install boxes in locations as directed by Project Biologist. Install as shown on Drawings.
3. Install common bricks as required to keep box stable.
4. Excavate three (2) inches below grade under footprint of the valve box and fill with drain rock.
5. Provide enough clearance within valve box to house, maintain, and adjust devices. Center valve box over devices.

20-01.03G Bubbler Distribution System Installation

Layout

1. Locate standpipe assembly in the approximate location shown on Drawings, and flag location for review. Prior to installing these items, Contractor shall request and receive approval from Project Biologist.
2. Locate main line, pressure regulators, valves, and other devices per sub-Section Layout.

Pressure Regulator: Install as shown on Drawings and per manufacturer's recommendations.

Bubbler Distribution Equipment

1. Provide and install a bubbler distribution system to each irrigation zone as shown on Drawings. Notify Project Biologist where field conditions obstruct locations of main or lateral lines.
2. Bubblers
 - 2.1. Thoroughly flush lines before installing bubblers.
 - 2.2. Locate and install bubblers as shown on Drawings.
 - 2.3. Install bubbler irrigation as shown with one (1) bubbler per container plant.

- 2.4. Place bubbler six (6) inches from edge of container plant root ball. On slopes, place on uphill side of plant.
- 2.5. Fasten bubblers within the watering basin with pipe staples.
- 2.6. Follow manufacturer's installation instructions.

20-01.03H Controller (Battery-Operated) Installation

Install on plastic valves per manufacturer's recommendation.

Controllers shall be factory-mounted in manufacturer's enclosure unless otherwise shown on Drawings. Mount enclosure as shown.

Programming is the responsibility of Contractor throughout construction and maintenance period. Program per SECTION 20-4 Long-Term Maintenance.

20-01.03I Testing Pipe and System Adjustment

Before testing, bleed air out of lines at line pressure. Provide vertical pipe at high points during installation.

Trenched lines: Test hydrostatically after joints have cured at least 24 hours.

1. Provide caps, pumps, pressure gauges and other equipment required to perform test.
2. Test pressure trenched lateral trunk line at 150 psi for 2 hours and prove watertight.
3. Repair leaks and repeat tests until system is proven watertight.
4. Do not cover or enclose Work until tests are approved by Project Biologist.

On-grade lines and bubblers: Perform visual inspection and function test as follows:

1. Run system and visually inspect on-grade lateral lines and all joints for leaks.
2. Verify that bubblers are producing specified water output by testing output of a sampling of bubblers as follows:
 - 2.1. Place selected bubblers in a 1-quart (32 fluid ounces) container and make note of the time required to fill the container (a 4 gallon per hour bubbler should fill a 1-quart container in approximately 3.75 minutes).
 - 2.2. If not providing the specified output, replace bubblers, check pressure, and review system for clogs and leaks.
3. Repeat inspection and test until system is proven to function as intended.

Remake faulty joints with new materials. Do not use cement or caulking to seal leaks. Repairs shall conform to these Specifications.

20-01.03J Acceptance of Irrigation

Acceptance of Work: Project Biologist will accept Work when all improvements and corrective Work have been performed as specified and to the satisfaction of Project Biologist.

20-01.04 PAYMENT

The payment for Irrigation System includes all labor, materials, tools and equipment for installation of the irrigation system per the Standard Specifications and these special provisions.

20-02 SEEDING**20-02.01 GENERAL****20-02.01A Description of Work**

Provide all material, labor and equipment necessary to perform the Work for seeding as shown on Drawings and as specified herein. The Work of this SECTION includes but is not limited to:

1. Coordinating native habitat seed mix with Erosion Control Plan.
2. Applying hydroseed.
3. Applying straw to areas above top of bank.

20-02.01B Reference Standards

Nomenclature: The Jepson Manual: *Vascular Plants of California, Second Edition*, University of California Press, Berkeley, CA.

California Seed Law (California Department of Food and Agriculture). More information is available online at:

1. http://www.cdfa.ca.gov/plant/pe/nursery/pdfs/SeedLaw_2011.pdf
2. <http://www.cdfa.ca.gov/phpps/pe/nursery/Seed.html>

California Department of Transportation (Caltrans), Standard Specifications, 2018 Edition.

All standards shall include the latest additions and amendments as of the date of advertisement for bids

20-02.01C Submittals

Prior to application, Contractor shall submit to Project Biologist product data sheets from each supplier indicating that the seed and other seeding materials meet the Specification requirements.

Contractor shall submit the following:

1. A letter, or appropriate seed lot tags, from seed supplier stating the botanical name, common name, provenance, minimum percent purity, minimum percent germination, and pounds pure live seed of the seed mix prior to application.
2. Proof that the amendments (i.e., wood fiber, straw, tackifier) meet the Specifications described in this SECTION and that they do not contain noxious weeds or materials that originate from a Sudden Oak Death quarantined county.
3. Prior to delivery of straw to Project site, submit the name, address, and telephone number of the straw supplier.

20-02.01D Timing and Coordination

Timing of seeding application is subject to the timeframes and conditions specified in sub-Section Hydroseeding.

The seeding shown on Drawings may be affected by the submittals required per SECTION 13-2 Water Pollution Control Program and SECTION 13-3 Stormwater Pollution Prevention Plan. Contractor shall request and receive approval from Project Biologist of any changes prior to seed application.

For site access, Contractor shall coordinate with Public Works Inspector Greg Morris (415) 760-3053.

20-02.02 MATERIALS

20-02.02A Seed

Seed shall be a fresh, clean, new crop mixed by dealer and packaged in dealer's unopened container with original label. Containers opened prior to inspection or without a label or tag will not be accepted. Each seed bag shall be delivered to Project site sealed and clearly marked as to the species, purity, percent germination, weed seed, inert material, dealer's guarantee, and date of test.

All seed shall comply with the California Seed Law. Commercially obtained seed shall be labeled under the California Food and Agricultural Code, and by the vendors supplying the seed. The percent of weed seed shall not exceed 1.5 percent by weight of the total seed mixture.

Seed treated with Mercury compounds shall not be used.

Seed shall have been tested for purity and germination not more than fifteen (15) months prior to the application of the seed.

Contractor shall procure seed of the species and proportions presented on Drawings (Native Habitat Seed Mix).

Seed origin shall be as shown on Drawings. If a particular species is not available from the County specified, available seed stock from adjacent counties may be substituted only upon approval from Project Biologist. Contractor shall coordinate with Project Biologist thirty (30) working days prior to seeding to obtain these approvals.

Seed is available from Hedgerow Farms, 21905 County Road 88, Winters, CA (530) 662-6847, or approved equal.

20-02.02B Hydroseeding Materials

Wood Fiber

1. Wood fiber shall:
 - 1.1. Be derived from wood chips or similar wood material manufactured specifically for hydroseeding.
 - 1.2. Be untreated, chemical free, and also free of paints or other finishes, or any other harmful substances that will inhibit plant growth.
 - 1.3. Not originate from a Sudden Oak Death host species derived from a quarantined county.
 - 1.4. Disperse into a uniform slurry when mixed with water.
 - 1.5. Be colored to contrast with the area onto which the fiber is applied.
 - 1.6. Not stain rock surfaces.
2. Wood fiber shall meet the following criteria:
 - 2.1. Ash content: Maximum 7 percent.
 - 2.2. Boron content: Maximum 250 parts per million.
 - 2.3. Water holding capacity: Minimum 1,200 percent.
 - 2.4. Water content before mixing: Maximum 15 percent.

- 2.5. Per California Department of Transportation (Caltrans), Standard Specifications, 2018 edition, SECTION 21-2.02D Fiber.

Tackifier: Tackifier shall be non-asphaltic, non-toxic to plants and wildlife, and non-staining to rock surfaces. Tackifier shall be in powder form, may be re-emulsifiable, and shall be a processed organic adhesive derivative of *Plantago insularis* used as a soil binder, manufactured to be suitable for hydroseed applications.

20-02.02C Water

Water shall be suitable for agricultural use and shall be free of harmful substances that would adversely affect plant growth or vigor.

20-02.02D Straw

Straw shall be either rice or wheat derived from irrigated cropland. Straw pieces shall be at least 8 inches long. Straw shall not contain glass, plastic, metal, rocks, or other inorganic material. Straw shall not have been used previously for any other use and shall be certified weed free.

20-02.02E Hydroseeding Equipment

Equipment used for application of slurry shall be a commercial-type hydroseeder and have a built-in agitation system with an operation capacity sufficient to agitate, suspend, and homogenously mix slurry. Tank capacity shall be a minimum of 1,500 gallons with adequate-sized lines to prevent stoppage and allow for even distribution of slurry over the site.

20-02.03 CONSTRUCTION

20-02.03A Field Quality Control

Contractor shall request and receive approval from Project Biologist prior to commencing seeding work. Contractor shall inspect Project site and become familiar with any access requirements, access restrictions, and any other site conditions.

Contractor shall coordinate with Project Biologist to schedule inspections at the following stages:

1. Onsite meeting to discuss the layout of the irrigation system.
2. Inspection during seeding.
3. Acceptance of seeding.

Progress inspections: In addition to the inspections specified, Project Biologist may make periodic progress inspections.

Project Biologist reserves the right to take and analyze samples of materials for conformity to these Specifications at any time.

20-02.03B Hydroseeding

Timing

1. Hydroseeding shall occur after
 - 1.1. Grading and other disruptive construction activities are completed and final grades have been approved by Project Biologist per SECTION 19 Earthwork.
 - 1.2. Completion and acceptance of all work in SECTION 20-01 Irrigation System.

2. Hydroseeding shall occur between 15 August and 15 October unless otherwise approved by Project Biologist.
3. Contractor shall request seed delivery from supplier no less than five (5) working days prior to application. Contractor shall keep seed in a cool, dry, shaded place until utilized.
4. Contractor shall coordinate with Project Biologist no less than five (5) working days prior to hydroseed slurry preparation and application so that Project Biologist can be present for the hydroseed application.
5. Work shall be performed only at times when weather conditions at Project site are favorable. No Work shall be performed when wind conditions prohibit uniform distribution of seed unless approved by Project Biologist. No Work shall be performed when soils are saturated. Seed shall be applied before the onset of winter rains.
6. If hydroseeding is delayed and access for hydroseeding equipment is no longer feasible due to saturation of access roads, Contractor shall develop alternate method of applying seed. Alternate method shall be approved by Project Biologist prior to application.

Site Access. If hydroseeding equipment will limit road access, Contractor shall obtain any necessary approvals from City authorities for altering traffic flows.

Layout

1. Hydroseed shall be applied to all areas shown on Drawings and any additional areas impacted by construction including access, staging, and haul routes located within and outside of the planting areas.
2. Contractor shall confirm all seeding areas with Project Biologist prior to hydroseeding.
3. Contractor shall prevent foot traffic or storage of supplies in seeded areas.

Site Preparation

1. Contractor shall coordinate with Project Biologist to identify the limits of the area to be hydroseeded.
2. Hydroseed areas shall be clear of substantial debris and any other impediments to seed-soil contact.
3. Contractor shall scarify areas to be seeded to eliminate glazed surfaces and provide positive surface drainage

Hydroseed Application

1. Seed shall be delivered to Project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.
2. Contractor shall plan the layout of slurry hose to reduce potential damage to existing vegetation on and off- site. Due diligence shall be practiced to preserve the newly hydroseeded areas. For example, areas furthest from the pump vehicle shall be hydroseeded first and areas nearest to the vehicle last. The slurry hose shall be retracted accordingly to minimize trampling and disturbance of newly hydroseeded areas.
3. Slurry shall be prepared at the Project site as follows:
 - 3.1. Thoroughly mix water, wood fiber, and tackifier.
 - 3.2. Add seed immediately before hydroseeding. Slurry shall be completely homogeneous.

Material	Rate (pounds/acre)
Water	In sufficient quantities to broadcast seed at specified rates
Wood fiber	1,500
Tackifier	100

Seed	As specified in the table in sub-Section Seed.
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- 3.3. Once fully loaded, the complete slurry shall be agitated for three to five (3 to 5) minutes to allow for uniform mixing.
4. Slurry shall be applied as follows:
 - 4.1. Slurry shall be applied with a commercial hydroseeder having a built-in agitation system with capacity to continuously agitate, suspend, and homogeneously mix slurry.
 - 4.2. Slurry shall be sprayed with a sweeping motion to produce uniform mat at required seeding rate.
 - 4.3. Hydroseeding materials shall be applied and emptied from tank within one-half (½) hour after addition of the seed to the mix.
 - 4.4. If slurry remains in the tank more than eight (8) hours, it shall be removed from Project site and disposed of at Contractor's expense.

After the site has been hydroseeded, straw shall be applied to all areas above the top of bank using a mechanical blower or by hand labor at a rate of 2,000 lbs/acre. Application shall start on the windward side of the target area. Straw shall be applied to cover areas of similar slope uniformly. No straw shall be applied below the top of bank.

Immediately following straw application, non-asphaltic tackifier shall be applied at a rate of 120 lbs/acre.

Hydroseeded areas disturbed by subsequent construction activities shall be re-seeded.

20-02.03C Site Cleanup

Contractor shall clean up following seeding activities as follows and as directed by Project Biologist:

1. Remove all containers, packaging, and other debris resulting from seeding operations.
2. Dispose of all debris legally at licensed disposal facilities.
3. Clean all surfaces not designated for treatment and remove all residues resulting from mixing, applying, or equipment flushing.
4. Remove temporary items.

Seeded areas disturbed by subsequent construction activities shall be re-seeded within five (5) working days of the completion of such activities.

20-02.03D Acceptance of Seeding

Acceptance of Work: Project Biologist will accept Work when all improvements and corrective Work have been performed as specified and to the satisfaction of Project Biologist.

20-02.04 PAYMENT

The payment for Seeding includes all labor, materials, tools and equipment for applying seed per the Standard Specifications and these special provisions.

20-03 RESTORATION PLANTING

20-03.01 GENERAL

20-03.01A Description of Work

Provide all material (except plant material supplied by City), labor, equipment, and services to perform the Work as shown on Drawings and as specified herein. The Work of this SECTION includes but is not limited to:

1. Flagging planting areas for container plants in geoweb and individual plant locations for container plants not in geoweb.
2. Excavating planting holes.
3. Installing container plants.
4. Constructing watering basins.
5. Installing wood bark mulch.
6. Installing wooden stakes.
7. Maintaining plants until commencement of five (5)-year long-term maintenance period, which shall be upon acceptance of Work in this SECTION per 20-03.03H.

20-03.01B Reference Standards

Nomenclature:

1. *Nomenclature: Flora of North America Editorial Committee, eds. 1993+. Flora of North America North of Mexico. 20+ vols. New York and Oxford.*
2. *Western Garden Book*, 9th Edition, Sunset Publishing Co., Menlo Park, CA.
3. *The Jepson Manual: Vascular Plants of California*, Second Edition, University of California Press, Berkeley, CA.
4. *Hortus Third*, The Staff of the L.H. Bailey Hortorium. 1976. Macmillan Publishing Co., New York

Plant Material Standards: American Standard for Nursery Stock, ANSI Z60.1. American Nursery and Landscape Association, 1250 Eye Street. NW, Suite 500, Washington, DC 20005.

Sudden Oak Death Regulated Host Species: APHIS List of Regulated Hosts and Plants Proven or Associated with *Phytophthora ramorum*, August 2013 edition or later; United States Department of Agriculture Animal and Plant Health Inspection Service, available online at: http://www.aphis.usda.gov/plant_health/plant_pest_info/pram/downloads/pdf_files/usdaprlst.pdf

Plant Pathogens Nursery Best Management Practices: Guidelines to Minimize *Phytophthora* Pathogens in Restoration Nurseries. 2016. Working Group for *Phytophthoras* in Native Habitats.

California Department of Transportation (Caltrans), Standard Specifications, 2018 edition.

All standards shall include the latest additions and amendments as of the date of advertisement for bids.

20-03.01C Submittals

Contractor shall submit samples and miscellaneous materials to Project Biologist prior to application as follows:

1. Wood Bark Mulch
 - 1.1. One-half (½) cubic foot sample.
 - 1.2. Manufacturer's receipt or certification describing that the provenance and/or constituents of wood bark mulch meet the specification described in this SECTION.
2. As-Built Drawings

- 2.1. Prepare record plans indicating plant type, quantity, size and location. Use Drawings as a background for the As-Built drawings.
- 2.2. Submit to Project Biologist within ten (10) working days of start of Work in SECTION 20-04 Long-Term Maintenance.

20-03.01D Timing and Coordination

Planting layout, per sub-Section Plant Layout, shall be approved by Project Biologist in the field prior to irrigation system installation per SECTION 20-01 Irrigation System.

Timing of plant installation is subject to the timeframes and soil moisture conditions specified in sub-Sections Plant Installation - General, Container Plant Installation.

20-03.01E Delivery, Storage, and Handling

Contractor shall be responsible for coordination and timing of container plant delivery to Project site for planting between December 1, 2020 and January 31, 2021.

Contractor shall coordinate delivery of container plants from City's native plant nursery (The Watershed Nursery, (510) 234-2222) at least fifteen (15) working days prior to plant installation. Up to three (3) delivery events may be scheduled by the Contractor.

Contractor shall be responsible for the proper storage, handling, and protection of plant materials once they are delivered to Project site.

Contractor shall maintain plant materials in a healthy condition at all times. Contractor shall protect plants from sun and drying winds. Plants that cannot be installed immediately upon delivery shall be kept in the shade, watered, and kept in a deer-proof enclosure to prevent browse.

After delivery, Contractor shall be responsible for replacement of any damaged plant material, as determined by Project Biologist at no expense to City.

20-03.01F Substitutions

In the event that the specified plant list is limited by availability or lacking in quality, City reserves the right to substitute different species of the same size as material specified, at no additional cost to the City.

20-03.02 MATERIALS

20-03.02A General

Materials not conforming to these Specifications and requirements shall remain the property of Contractor and shall be removed from Project site at no additional cost to City.

Contractor shall ensure that installation of all plant materials shown on Drawings are included in his or her bid.

20-03.02B Container Plants

Container plant materials will be supplied by City. Contractor shall coordinate delivery and store and maintain container plants per sub-Section Delivery, Storage, and Handling.

20-03.02C Other Materials

Wood Bark Mulch:

1. Wood chips, tree bark chips, shredded bark, or any combination thereof that meets the following standards:

- 1.1. Wood chips: The particle size of wood chips shall be between 1/2 and 3 inches long and a minimum of 3/8 inch wide and 1/16 inch thick. At least eighty-five (85) percent, by volume, of wood chips shall conform to the sizes specified.
- 1.2. Tree bark chips: Tree bark chips shall have a particle size between 1/2 inch and 1-1/2 inches.
- 1.3. Shredded bark: Shredded bark shall be a mixture of bark and wood and shall have a particle size between 1/8 inch and 1/2 inch in diameter and one (1) inch to eight (8) inches long. At least seventy-five (75) percent, by volume, of shredded bark shall conform to the sizes specified.
- 1.4. 'Gorilla hair' shredded redwood bark mulch is not acceptable.
2. Materials for wood bark mulch shall not contain noxious weeds or plant pathogens, including Sudden Oak Death. Wood bark mulch shall be temperature-treated to eliminate weeds and pathogens or originate from a Sudden Oak Death host plant species derived from a non-quarantined county.
3. Wood bark mulch shall be free of salt, foreign materials, and other harmful substances.
4. Wood bark mulch shall not be produced from tree trimmings that contain leaves, seeds, inflorescences, or small twigs.

Wooden Stakes: 1x2 wooden stake: 4 feet long, redwood, with a tapered driving point; as available from All Bay Lumber, American Canyon, CA; or approved equal.

20-03.02D Water

Water shall be suitable for agricultural use and shall be free of harmful substances that would adversely affect plant growth or vigor.

20-03.03 CONSTRUCTION

20-03.03A Field Quality Control

Contractor shall request and receive approval from Project Biologist prior to commencement of Work in this SECTION.

Contractor shall inspect Project site and become familiar with any access requirements, access restrictions, and any other site conditions.

Contractor shall coordinate with Project Biologist to schedule inspections at the following stages:

1. Layout of planting areas for container plants in geoweb and individual plant locations for container plants not in geoweb.
2. Inspection and acceptance of container plants at the time of delivery.
3. When container plant installation is near eighty (80) percent of completion. Contractor shall correct any deficiencies to the Project Biologist's satisfaction.
4. Acceptance of restoration planting, within ten (10) working days of completion of plant installation.

Progress Inspections: In addition to the inspections specified, Project Biologist may make periodic progress inspections.

Project Biologist reserves the right to take and analyze samples of materials for conformity to these Specifications at any time.

20-03.03B Review and Acceptance of Container Plant Material

Contractor shall coordinate delivery of container plants per sub-Section Delivery, Storage, and Handling.

Project Biologist will review container plants upon delivery at Project site. Contractor shall notify Project Biologist fifteen (15) working days prior to plant delivery to coordinate this review. Project Biologist reserves the right to approve or reject any materials delivered to Project site.

Contractor shall install only material that has been reviewed and accepted by Project Biologist.

20-03.03C Plant Layout

Flagging

1. For each planting area in geoweb, planting area boundary shall be flagged by Contractor and constitute the limits of that planting area. Planting area boundaries are based on elevations as shown on Drawings.
2. For each planting area not in geoweb, each individual container plant shall be flagged by Contractor using a clearly visible, unique, colored flag for each species.
3. See notes on Drawings regarding plant layout adjacent to Bayshore Boulevard.

Coordination with Project Biologist

1. Contractor shall coordinate with Project Biologist at least five (5) working days prior to layout to arrange a site inspection for flagged plant location approval.
2. Project Biologist reserves the right to make minor adjustments in the layout of all plant material. Contractor shall adjust irrigation system as necessary.

Contractor is responsible for maintaining flags in location until final acceptance of Work in this SECTION.

20-03.03D Plant Installation — General

Prior to planting hole excavation or plant installation, irrigation system installation shall be complete and approved per SECTION 20-01 Irrigation System.

Contractor shall not begin plant installation prior to approval of planting layout.

Contractor shall not install plants prior to review and acceptance by Project Biologist upon delivery of plant material to Project site, or install plant material that has been rejected for any reason.

Plant installation shall occur after the onset of winter rain when the soil becomes moist to a depth of eight (8) inches as confirmed by Project Biologist. Prior to planting, Contractor shall request and receive approval from Project Biologist that the soil moisture is adequate.

Contractor shall not plant under unfavorable weather conditions. Ambient temperatures shall be between thirty-five (35) and eighty (80) degrees Fahrenheit and wind velocity shall not exceed twenty (20) miles per hour.

Planting shall initiate in the areas furthest from the access point. This approach is intended to minimize disturbance of installed plants. Additional efforts shall be made to limit trampling of planting areas, including restricting foot traffic to a single-track pathway around the perimeter of each planting area, rather than crisscrossing the planting areas in multiple locations. Workers shall leave the main path only to perform Work at specific locales within the planting areas.

See Section 20-03.03G Site Cleanup for information regarding the return of plant containers to the City's native plant nursery.

20-03.03E Container Plant Installation Not in Geoweb

Timing: Container plants shall be installed after 1 December and before 31 January unless otherwise permitted in writing by Project Biologist.

Layout: See sub-Section Plant Layout.

Planting Hole Excavation

1. Planting holes shall be excavated prior to installation of irrigation system.
2. Planting holes shall be sized as shown on Drawings.
3. Planting holes may be excavated by hand digging, augering, or by drilling. Water jets shall not be used for the excavation of planting holes. When excavating under existing trees, Contractor shall minimize damage to existing tree roots.
4. During excavation Contractor shall:
 - 4.1. Remove all rocks greater than three (3) inches in diameter from the excavated native site soils. Where rock or other hard material prohibits holes from being excavated to the dimensions specified, new holes shall be excavated and the abandoned holes shall be backfilled with the excavated material.
 - 4.2. Notify Project Biologist, in writing, if soil conditions are encountered that Contractor considers detrimental to the growth of plant material. Excavation shall be discontinued until instructions to resolve these conditions are received from Project Biologist.
5. Scarify the sides and bottom of planting holes to eliminate glazed surfaces.

Planting Hole Backfilling

1. Backfill bottom of planting hole with native site soil so that crown of plant is at specified height as shown on Drawings.
2. Soil under root ball shall be compacted by hand to prevent settlement.
3. Backfill top of planting hole to allow for proper placement of plant material.

Container Plant Installation

1. Immediately prior to installing plants, container plants shall be thoroughly moistened.
2. Remove plants from containers in such a manner that the root ball is not broken.
3. Do not install plants with a damaged root ball
4. Gently loosen lower one-third (1/3) of root ball prior to installation.
5. Install plants immediately after removal from the container, and minimize the exposure of the root ball to the air while placing the root ball in the ground.
6. Install plants in such a manner that the roots are not restricted or distorted.
7. Install plants in the center of the planting hole and so that their root crowns are slightly above grade (approx. 1/4 inch) following planting, soil settlement, and initial irrigation.
8. Backfill planting hole and lightly compact to remove air spaces between roots and soil. Take care to avoid overcompaction of the soil, particularly if soil is damp.
9. Using the installed irrigation system, irrigate each container plant within one (1) hour of installation with sufficient water to saturate the soil. This can be done by hand if necessary.

Watering Basins

1. Construct watering basins as shown on Drawings, using four (4) inch high, four (4) inch wide earthen berms around all container plants to create three (3) foot interior diameter basins.
2. Basins shall not slope downward from the inside edge of the berm to the container plant. Slope watering basin surface away from plant to drain.

3. Contractor shall sufficiently hand-compact and level earthen berms so they hold water.

Wood Bark Mulch

1. Subsequent to construction of watering basins, Contractor shall spread a three (3)-inch thick layer of wood bark mulch within the bottom of each watering basin.
2. Mulch shall be pulled away from container plant stems in all directions as shown on Drawings.

Wooden stake: At each container plant, install wooden stake as shown on Drawings.

Contractor shall maintain container plants until commencement of Work in SECTION 20-04 Long-Term Maintenance.

20-03.03F Container Plant Installation in Geoweb

Timing: Container plants in geoweb shall be installed after 1 December and before 31 January unless otherwise permitted in writing by Project Biologist.

Layout: See sub-Section Plant Layout.

Container Plant Installation

1. Planting holes shall be sized as shown on Drawings.
2. Planting holes shall be dug by hand.
3. Immediately prior to installation, container plants shall be thoroughly moistened.
4. Remove plants from containers in such a manner that the root ball is not broken.
5. Do not install plants with damaged root balls.
6. Gently loosen lower one-third (1/3) of root ball prior to installation.
7. Install plants immediately after removal from the container, and minimize the exposure of the root ball to the air while placing the root ball in the ground.
8. Install plants in such a manner that the roots are not restricted or distorted.
9. Install plants in the center of the planting hole and so that their root crowns are at grade.
10. Backfill the planting hole and lightly compact to remove air spaces between roots and soil. Take care to avoid overcompaction of the soil, particularly if soil is damp.
11. Irrigate each container plant, except those in the Tidal Marsh Planting Areas, within one (1) hour of installation with sufficient water to saturate the soil.
 - 11.1. For those plants within an irrigation zone, plants can be irrigated via the installed irrigation system. This can also be done manually if necessary.
 - 11.2. For those plants in the Transition Zone Planting Areas, which are not captured by the irrigation system, contractor shall manually irrigate, from a water truck or other water source:
 - 11.2.1. No high-pressure or fire hoses may be used for irrigation.
 - 11.2.2. Plants shall be watered utilizing a standard garden-type hose with an appropriate low volume spray nozzle capable of providing the specified volume without runoff. The hose nozzle shall be placed within (6) inches to one (1) foot of the root crown of each plant to irrigate.
 - 11.2.3. Sufficient water shall be applied to moisten the upper six (6) inches of soil.

12. Contractor shall maintain container plants until commencement of Work in SECTION 20-04 Long-Term Maintenance.

20-03.03G Site Cleanup

Contractor shall clean up Project site following planting activities as follows and as directed by Project Biologist.

1. Clean Project site and Work area of all packaging and other debris resulting from plant installation operations. The City's native plant nursery contract requires the return of planting containers. Following plant installation, Contractor shall gather containers and coordinate pickup of containers by City's native plant nursery (The Watershed Nursery, (510) 234-2222) at least ten (10) working days prior to desired container pick-up date.
2. Dispose of all debris legally at licensed disposal facilities.
3. Clean all surfaces not designated for treatment and remove all residues resulting from mixing, applying, or equipment flushing.
4. Remove temporary items.

20-03.03H Acceptance of Restoration Planting

Acceptance of Work: Project Biologist will accept Work when all improvements and corrective Work have been performed as specified and to the satisfaction of Project Biologist.

Following inspection and acceptance of the completed Work, Work described in SECTION 20-04 Long-Term Maintenance.

20-03.04 PAYMENT

The payment for Restoration Planting includes all labor, materials, tools and equipment for restoration planting.

20-04 LONG-TERM MAINTENANCE

20-04.01 GENERAL

20-04.01A Description of Work

Provide all material, labor, and equipment necessary to perform the Work for the five (5)-year long-term maintenance period as shown on Drawings and as specified herein. The Work of this SECTION includes but is not limited to:

1. Preparing maintenance logbook.
2. Conducting maintenance inspections.
3. Coordinating with a native plant nursery to custom-collect, grow, and provide replacement container plants.
4. Installing replacement container plants.
5. Maintaining watering basins.
6. Maintaining irrigation system.
7. Programming irrigation battery-operated controller.
8. Conducting weeding events.
9. Conducting non-native plant control events.
10. Removing all above-ground irrigation system components at the direction of Project Biologist.

20-04.01B Reference Standards

Guadalupe Channel Erosion Control Project Habitat Maintenance and Monitoring Plan. Prepared by H. T. Harvey & Associates, dated April 24, 2019.

Nomenclature: *The Jepson Manual: Vascular Plants of California, Second Edition*, University of California Press, Berkeley, CA.

Plant Material Standards: *American Standard for Nursery Stock*, American National Standards Institute (ANSI) Z60.1-2004; American Nursery and Landscape Association.

Control of Non-Native Plant Species:

1. *California Invasive Plant Inventory*, California Invasive Plant Council (Cal IPC) available online at <http://www.cal-ipc.org/plants/inventory/>.
2. *Invasive Non-Native Species to Avoid in Wetland Projects in the San Francisco Bay Region*, 2006 edition or later; San Francisco Bay Regional Water Quality Control Board available online at: http://www.swrcb.ca.gov/sanfranciscobay/water_issues/programs/stream_wetland/app1inclrefs.pdf.
3. *The Weed Workers Handbook: A Guide to Techniques for Removing Bay Area Invasive Plants*, 2004, the Watershed Project and the California Invasive Plant Council (Cal IPC) available online at: <http://www.cal-ipc.org/docs/ip/management/wwh/pdf/18601.pdf>.
4. *Invasive Plants of California's Wildlands*, 2000, edited by C.C. Bossard, J.M. Randall, and M.C. Hoshovsky, University of California Press.
5. *Integrated Vegetation Management (IVM)*, ANSI A300 (Part 7), 2006.

All standards shall include the latest additions and amendments as of the date of advertisement for bids

20-04.01C Submittals

Contractor shall submit the following:

1. Prior to the commencement of the five (5)-year long-term maintenance period, a proposed maintenance schedule as described in sub-Section Maintenance Schedule.
2. A logbook of mitigation site maintenance activities as described in sub-Section Maintenance Logbook.
3. Prior to each broadcast seeding event per sub-Section Site Cleanup Following Maintenance Activities, all submittals required for seeding per SECTION 20-02 Seeding.
4. All submittals required for plant and other materials per SECTION 20-03 Restoration Planting.

20-04.01D General Coordination

Contractor shall request and receive approval from Project Biologist prior to commencement of the five (5)-year long-term maintenance period. The five (5)-year long-term maintenance period shall begin upon acceptance by Project Biologist and continue for a minimum of five (5) years.

Prior to each maintenance event, Contractor shall:

1. Contact Project Biologist regarding the location, type of work to be done, and the equipment to be used. Project Biologist may or may not approve the proposed maintenance work.
2. For site access, Contractor shall coordinate with Public Works Inspector Greg Morris (415) 760-3053.

Following each year of the five (5)-year long-term maintenance period Contractor shall request approval from Project Biologist for completion of that year's maintenance. Completion of each year of the five (5)-year long-term maintenance period shall be confirmed in writing by Project Biologist.

20-04.02 MATERIALS**20-04.02A General**

Materials not conforming to these Specifications and requirements shall remain the property of Contractor and shall be removed from Project site at no additional cost to City.

20-04.02B Replacement Container Plants

Contractor is responsible for furnishing replacement container plants that will be installed during the long-term maintenance period.

Nursery Coordination -- Replacement container plants are long-lead specialty items often requiring a ten to twelve month growing period in a nursery prior to installation. No later than the dates specified in the table below, Contractor shall establish and submit for approval an agreement with the City's native plant nursery (The Watershed Nursery in Richmond, CA), or approved equal, to collect and grow replacement container plants in anticipation of long-term replanting efforts for the following year.

Procurement

1. Contractor's native plant nursery shall custom-collect, grow, and provide replacement container plants meeting the species, size, and genetic origin specified herein.
2. Propagules and/or seeds for container plants shall be collected by Contractor's native plant nursery.
 - 2.1. Propagules and/or seeds for container plants shall be collected by Contractor's native plant nursery from within San Mateo County. If sufficient collection locations are not available from San Mateo County, materials may be collected from adjacent counties only upon approval from Project Biologist.
 - 2.2. For collection locations beyond those controlled by City, Contractor shall be responsible for obtaining all necessary access permission, permits, approvals, etc. to collect the required propagules and/or seeds.

General Requirements

1. Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those of Project site for at least one (1) year unless otherwise accepted by Project Biologist.
2. Plants shall be labeled at the supplying nursery with genus, species, variety, and collection location.
3. Container plants shall be certified by federal and state codes. All plants shall be free of disease or hazardous insects and, as described by ANSI Z60.1, they shall be healthy, vigorous, well rooted, and established in the container in which they are growing.
 - 3.1. Plants shall have foliage of a normal density, size and color.
 - 3.2. Plants shall have roots at the bottom of the containers by delivery dates but shall not be root-bound. Root systems shall be healthy and free from twisting or girdling. Plants that have been transferred to larger containers to meet specified requirements will not be accepted.
 - 3.3. Plants lacking compactness or proper proportions or plants that are weak or thin will not be accepted. Plants that have been cut back from larger containers to meet specified requirements will not be accepted.
 - 3.4. Nursery shall grow enough plants to ensure that the required number of plants is available in the event that some plants are rejected due to poor health.
 - 3.5. Plants shall not be pruned prior to delivery.
4. Plants shall be nursery grown in accordance with best management practices (BMPs) to minimize *Phytophthora* spp., pathogens in container plants in accordance with Guidelines to Minimize *Phytophthora* Pathogens in Restoration Nurseries (Working Group for *Phytophthora*s in Native Habitats. 2016).

Container Size, Quantity, and Species

1. Contractor shall provide container plants for the long-term maintenance period as follows:
 - 1.1. Container sizes shall be as shown on Drawings.
 - 1.2. Quantity shall be per sub-Section 20-04.03F Replacement Container Plant Installation
 - 1.3. No later than the dates specified in the table below, Contractor's native plant nursery shall provide a list of replacement container plants to Contractor for submittal to and approval by Project Biologist. List shall include species, quantity, and container size information.

Action Required in	Native Plant Nursery Agreement and List of Replacement Plants for Approval by	Replacement Plant Installation in
Year of initial installation (2020)	September 15, 2020	Year-1 (2021)
Year-1 (2021)	June 15, 2021	Year-2 (2022)
Year-2 (2022)	June 15, 2022	Year-3 (2023)

Need provision should more plants be grown than needed? Contractor to replant all plants purchased?

20-04.02C Replacement Wood Bark Mulch

Wood bark mulch shall be per SECTION 20-03 Restoration Planting.

Contractor shall provide replacement wood bark mulch each year of the five (5)-year long-term maintenance period.

20-04.02D Water

Water shall be suitable for agricultural use and shall be free of harmful substances that would adversely affect plant growth or vigor.

20-04.03 CONSTRUCTION**20-04.03A Field Quality Control**

Contractor shall inspect Project site and become familiar with any access requirements, access restrictions, and any other site conditions.

Contractor shall coordinate with Project Biologist to schedule inspections at the following stages:

1. Maintenance inspections.
2. Replacement container plant installation.
3. Non-native plant control events.
4. Acceptance of long-term maintenance.

Progress Inspections: In addition to the inspections specified, Project Biologist may make periodic progress inspections.

If Project Biologist determines that significant problems are present at Project site, additional maintenance inspections will be scheduled until Project Biologist determines that these problems are resolved.

20-04.03B Maintenance Schedule

Prior to the commencement of the five (5)-year long-term maintenance period, Contractor shall prepare a detailed maintenance schedule for the five (5)-year long-term maintenance period and submit it to Project Biologist for approval.

Contractor shall update and submit the maintenance schedule to Project Biologist by the first week of the start of each calendar year of the five (5)-year plant establishment period.

Schedule shall include timing of all tasks noted herein.

20-04.03C Maintenance Logbook

Contractor shall submit the maintenance logbook to Project Biologist by the first week of the start of each calendar quarter.

Contractor shall record all maintenance activities and observations in a maintenance logbook, which shall include the following records.

1. For all entries, the following basic information shall be provided
 - 1.1. Date when Work occurred.
 - 1.2. Locations where Work occurred within Project site.
 - 1.3. Maintenance activity performed and materials, techniques, and equipment used.
 - 1.4. Amount of time spent working in each area.
2. Quantity of water applied for irrigation (based on in-line flow meter).
3. Type and quantity of non-native plants removed (including location of removal).
4. Type and quantity of replacement plants installed.

20-04.03D Maintenance Inspections

Contractor shall schedule quarterly (4 times per year) onsite inspections with Project Biologist during each year of the five (5)-year long-term maintenance period. Topics for review and discussion shall include, at a minimum, plantings, irrigation frequency, watering basin maintenance, weed control, and non-native plant control.

During each maintenance inspection, Contractor shall photo-document site conditions.

Contractor shall correct any deficiencies to Project Biologist's satisfaction.

20-04.03E Replacement Container Plant Delivery, Storage, and Handling

Contractor shall be responsible for coordination and timing of plant material delivery to Project site. Contractor shall request that Project Biologist review container plants upon delivery at Project site. Contractor shall notify Project Biologist five (5) working days prior to plant delivery to coordinate this review. Project Biologist reserves the right to approve or reject any materials delivered to Project site.

Once plants are delivered to Project site, Contractor shall be responsible for the proper storage, handling, and protection of plants. Contractor shall maintain plants in a healthy condition at all times and shall protect them from sun and drying winds. Plants that cannot be planted immediately upon delivery shall be kept in the shade, watered, and protected.

20-04.03F Replacement Container Plant Installation

Contractor is responsible for achieving the native plant cover criteria included in the project's Habitat Maintenance and Monitoring Plan. Contractor shall replace all dead container plants during Years 1-3 as noted herein.

The approximate replacement quantities indicated below are provided as a guideline. Contractor shall evaluate the need to adjust the replacement quantities.

1. Contractor shall communicate the determination of need for changes in writing to Project Biologist. Contractor shall request and receive written approval from Project Biologist prior to implementing changes to the replacement quantities.
2. Any changes to the composition of replacement container plants shall be:
 - 2.1. Made prior to the annual ordering and collection of plants per sub-Section 20-04.02B Replacement Container Plants.
 - 2.2. Noted in the maintenance logbook per sub-Section Maintenance Logbook.
3. At the Transition Zone and Tidal Marsh planting areas:
 - 3.1. Year 1 of the five (5)-year long-term maintenance period, anticipated to be approximately 25% of the originally installed plants.
4. At the Riparian Oak Woodland and Riparian Oak Woodland Shrub planting areas: Years 1-3 of the five (5)-year long-term maintenance period:
 - 4.1. Year 1, anticipated to be approximately 25% of the originally installed plants
 - 4.2. Year 2, anticipated to be approximately 20% of the originally installed plants
 - 4.3. Year 3, anticipated to be approximately 15% of the originally installed plants

Timing:

1. Replacement plant installation shall occur after the onset of winter rain when the soil becomes moist to a depth of eight (8) inches. Prior to replacement plant installation, Contractor shall request and receive approval from Project Biologist that the soil moisture is adequate.
2. Contractor shall install replacement container plants between 1 December and 31 January.

Replacement container plants shall be installed and irrigated per SECTION 20-03 Restoration Planting.

20-04.03G Watering Basin Maintenance

The watering basins and the surrounding four (4)-inch earthen berms shall be reformed and maintained as necessary to retain water.

Weed removal within watering basins shall occur whenever weeds become established. Weeds within the watering basins shall be hand-pulled.

Wood bark mulch shall be added to each watering basin that originally received wood bark mulch as necessary to maintain the three (3)-inch thick layer.

20-04.03H Irrigation System Maintenance

Contractor shall be responsible for the maintenance of irrigation system during the five (5)-year long-term maintenance period.

Maintain irrigation system in working order from beginning of Work until the end of the five (5)-year long-term maintenance period as follows:

1. At the commencement of the five (5)-year establishment maintenance period and each year of the five (5)-year long-term maintenance period in May and September, Contractor shall perform a flow test audit at each irrigation zone. Contractor shall place the emitter or bubbler located farthest from the start of the irrigation zone (i.e. farthest from the main line or standpipe) in a one (1)-quart container and make note of the time required to fill the container. Contractor shall use this information to ensure that bubblers are providing the specified flow rates.
2. Contractor shall repair or replace any malfunctioning irrigation components.
3. Contractor shall repair, re-anchor, or replace on-grade lines as needed.
4. In March of each year of the five (5)-year long-term maintenance period, Contractor shall install a new battery in the battery-operated controller on the remote control valve.
5. Each year of the five (5)-year long-term maintenance period, Contractor shall arrange and pay for backflow prevention tests and certificates required by governing agencies.

At the conclusion of the five (5)-year long-term maintenance period, Contractor shall remove all aboveground irrigation system components at the direction of Project Biologist. City may wish to retain part or all of the temporary irrigation system and may waive Contractor's responsibility to remove those irrigation system components.

20-04.03I Optional Manual Irrigation Event – Additive Bid Item

In the event of drought conditions requiring irrigation of plants in the Salt Marsh Planting Area, City will request Optional Manual Irrigation Event(s).

Each Optional Manual Irrigation Event shall be per SECTION 20-03 Restoration Planting, sub-Section Container Plant Installation in Geoweb. Alternate method may be used upon approval from Project Biologist.

Contractor shall have a crew available within ten (10) working days from City's request.

Additive Bid Item will only be performed upon approval from the City. The Contractor will not receive any compensation for an additive bid item that is not implemented.

20-04.03J Programming Irrigation Battery-Operated Controller

Contractor shall be responsible for programming controller during the five (5)-year establishment maintenance period.

Contractor shall program automated system controller to provide approximately ten (10) gallons of water to each watering basin.

Timing and Frequency

1. Plants will require irrigation during the five (5)-year long-term maintenance period to increase the likelihood of plant establishment and success. Irrigation will be most intensive during the first year and the frequency will decrease during subsequent years to gradually transition the plants to natural conditions.
2. Contractor shall provide water to plants at sufficient applications and quantity to maintain all installed plants. The irrigation schedule below is provided as a guideline.
 - 2.1. Contractor shall evaluate the need to adjust the irrigation schedule and controller programming. Contractor shall communicate the determination of need for controller programming changes in writing to Project Biologist. Contractor shall request and receive written approval from Project Biologist prior to implementing changes to the irrigation schedule and note changes in the maintenance log per sub-Section Maintenance Logbook.
 - 2.2. At any time Project Biologist may also determine that the irrigation schedule and controller programming need adjustment and request Contractor to make the necessary alterations.
 - 2.3. Contractor shall program system to run between 15 March and 15 October, unless otherwise approved by Project Biologist.

Maintenance Period Irrigation Schedule

Year	Total # Irrigation Events	Frequency of Irrigation Events										
		January	February	March	April	May	June	July	August	September	October	November
1	30	0	0	Weekly, 15 March – 15 October							0	0
2	15	0	0	Every 2 weeks, 15 March – 15 October							0	0
3	10	0	0	Every 3 weeks, 15 March – 15 October							0	0
4	7	0	0	Every 4 weeks, 15 March – 15 October							0	0
5	Max. 7	0	0	As directed by Project Biologist							0	0

During the winter ‘non-irrigating’ months Contractor shall program the system to run once a month for ten (10) minutes at each station in order to keep the valves ‘exercised’.

20-04.03K Weeding Event

Weed control events shall include mowing with a ‘weed eater’ all non-native weeds, including non-native grasses and forbs, within the Riparian Oak Woodland and Riparian Oak Woodland Shrub planting areas and outside of watering basins to a height of two (2) inches above grade.

1. Throughout the planting areas (i.e. between the watering basins), weeds shall be maintained close to ground level; at no point shall weeds exceed a height of one (1) foot.
2. Weed removal within watering basins shall be per sub-Section Watering Basin Maintenance.
3. Contractor shall not damage or remove recruiting native vegetation in the planting area. Contractor shall demonstrate to Project Biologist the ability to differentiate native plants from non-native plants. If Project Biologist deems that Contractor is unable to differentiate native plants from non-native plants, Contractor shall train crews to the satisfaction of the Project Biologist.

Timing and Frequency

1. Weeds shall be controlled throughout the five (5)-year long-term maintenance period.
2. Each year of the five (5)-year long-term maintenance period, Contractor shall conduct three (3) weeding events as follows:
 - 2.1. between 1 - 31 March,

- 2.2. between 1 - 31 May, and
- 2.3. between 1 - 31 July
- 3. This schedule is provided as a guideline. The exact timing of weeding events may vary due to weather conditions and plant development rates.
- 4. Contractor shall conduct weed events at the optimum time in the growth cycle of non-native grasses to achieve control and prior to their seed set.
- 5. Contractor shall evaluate the need to adjust the timing of weeding events. Contractor shall request and receive written approval from Project Biologist prior to implementing changes.
- 6. At any time Project Biologist may also determine that the timing of weeding events needs to be adjusted and request Contractor make the necessary alterations.

20-04.03L Optional Weeding Event – Additive Bid Item

In the event that additional weeding is required beyond the included weeding events, the City will request Optional Weeding Event(s), to be conducted per sub-Section Weeding Event.

Additive Bid Item will only be performed upon approval from the City. The Contractor will not receive any compensation for an additive bid item that is not implemented.

20-04.03M Non-Native Plant Control Event

The purpose of non-native plant control events is to remove non-native and invasive plant species not sufficiently controlled via Weeding Events. The non-native species for control will be identified by the Project Biologist during periodic maintenance inspections.

Timing and Frequency

- 1. Non-native plants shall be controlled throughout the five (5)-year long-term maintenance period.
- 2. Annual frequency shall be as follows:
 - 2.1. In Year 1 of the five (5)-year long-term maintenance period, Contractor shall conduct four (4) non-native plant control events.
 - 2.2. In each subsequent year of the five (5)-year long-term maintenance period (i.e. Years 2-5), Contractor shall conduct two (2) non-native plant control events.
- 3. Project Biologist shall request initiation of each non-native plant control event.

For each Non-Native Plant Control Event, Contractor shall provide a crew of two (2) laborers available for eight (8) hours per day for one (1) day. Contractor shall have a crew available within fifteen (15) working days from Project Biologist's request.

Layout: Contractor shall control all invasive plants within all planting areas. In addition, contractor shall control all non-native trees and shrubs within the Riparian Oak Woodland and Riparian Oak Woodland Shrub planting area and all non-native plants within the Salt Marsh planting area.

Execution:

- 1. Vegetation shall be removed by removing root system by hand pulling or mechanical methods. Herbicides shall not be used.
- 2. Invasive plant species for the project are defined as species rated by the California Invasive Plant Council (Cal-IPC) as having a "high" ecological impact in the most current version of California Invasive Plant Inventory (Cal-IPC 2018). In addition, any other non-native species that the Project Biologist deems a threat to attaining the habitat goals will be considered an invasive plant.
- 3. Contractor shall use care and minimize damage to and protect all existing and naturally recruiting native woody vegetation.

20-04.03N Optional Non-Native Plant Control Event – Additive Bid Item

In the event that additional non-native plant control is required beyond the included non-native plant control events, the City will request Optional Non-Native Plant Control Event(s), to be conducted per sub-Section Non-Native Plant Control Event.

Additive Bid Item will only be performed upon approval from the City. The Contractor will not receive any compensation for an additive bid item that is not implemented.

20-04.03O Trash/Debris Removal

Timing shall be linked to Weeding Events per sub-Section Weeding Event.

During each Weeding Event, remove all trash/debris from the project site and dispose of it legally at licensed disposal facilities.

20-04.03P Site Cleanup Following Maintenance Activities

Contractor shall cleanup Project site following maintenance activities as follows and as directed by Project Biologist:

1. Trash may attract sensitive wildlife species and their predators. Following the completion of each maintenance activity, Contractor shall remove all trash and construction debris from Project site. Trash shall be properly contained and removed from Project site daily.
2. Dispose of all debris legally at licensed disposal facilities. Costs incurred due to cleanup operations shall be as included for the various items of Work and no separate payment will be made thereof.
3. Remove temporary items.
4. Restore any areas disturbed by maintenance activities.
5. Grade any disturbed soil areas to drain.
6. Broadcast seed any areas disturbed by maintenance activities within five (5) working days of the completion of such activities as follows:
 - 6.1. Seed shall be per SECTION 20-02 Seeding, sub-Section Seed.
 - 6.2. Contractor shall request seed delivery from supplier one (1) week prior to application. Contractor shall keep seed in a cool, dry, shaded place until utilized.
 - 6.3. Broadcast seed areas shall be clear of substantial debris and any other impediments to seed-soil contact. Prior to application, prepare soil in all seeding areas by raking with a metal rake in two (2) directions.
 - 6.4. Apply the seed mix evenly and at the rates specified in SECTION 20-02 Seeding. Hand rake all seed into soil immediately after application. Prevent foot traffic or storage of supplies in seeded areas.

Contractor shall cleanup Project site following maintenance activities associated with Additive Alternate Work if accepted by City.

20-04.03Q Acceptance of Long-Term Maintenance

Acceptance of Work: Project Biologist will accept Work when all improvements and corrective Work have been performed as specified and to the satisfaction of Project Biologist.

Inspection and acceptance of the completed Work will end the five (5)-year long-term maintenance period.

20-04.04 PAYMENT

The payment for Long-Term Maintenance Year 1 includes all labor, materials, tools and equipment for conducting long-term maintenance in Year 1 of the five (5)-year long-term maintenance period, excluding additive bid items.

The payment for Long-Term Maintenance Year 2 includes all labor, materials, tools and equipment for conducting long-term maintenance in Year 2 of the five (5)-year long-term maintenance period, excluding additive bid items.

The payment for Long-Term Maintenance Year 3 includes all labor, materials, tools and equipment for conducting long-term maintenance in Year 3 of the five (5)-year long-term maintenance period, excluding additive bid items.

The payment for Long-Term Maintenance Year 4 includes all labor, materials, tools and equipment for conducting long-term maintenance in Year 4 of the five (5)-year long-term maintenance period, excluding additive bid items.

The payment for Long-Term Maintenance Year 5 includes all labor, materials, tools and equipment for conducting long-term maintenance in Year 5 of the five (5)-year long-term maintenance period, excluding additive bid items.

The payment for "Optional Weeding Event – Additive Bid Item" includes all labor, materials, tools and equipment for conducting one (1) optional weeding event.

The payment for "Optional Non-Native Plant Control Event – Additive Bid Item" includes all labor, materials, tools and equipment for conducting one (1) optional non-native plant control event.

The payment for "Optional Manual Irrigation Event – Additive Bid Item" includes all labor, materials, tools and equipment for conducting one (1) optional manual irrigation event.

47 EARTH RETAINING SYSTEMS

**Replace 47-6 ALTERNATIVE EARTH RETAINING SYSTEMS with:
47-6 RETAINING WALLS**

47-6.01 GENERAL

47-6.01A Summary

Section 47-6 includes providing all material, labor, tools and equipment for installation of Cellular Confinement System in the retaining wall configuration as shown in the Contract Documents and as specified in this Section. The Cellular Confinement System shall be used for stacked channel system retaining wall.

47-6.01B References

- A. American Society of Testing and Materials (ASTM)
 - 1. ASTM D1505 - Density of Plastics by the Density-Gradient Technique.
 - 2. ASTM D1603 - Standard Test for Carbon Black in Olefin Plastics
 - 3. ASTM D1693 - Environmental Stress-Cracking of Ethylene Plastics.
 - 4. ASTM D5199 - Measuring Nominal Thickness of Geotextiles and Geomembranes.
 - 5. ASTM E41 - Terminology Relating to Conditioning.

47-6.01C Submittals

47-6.01C(1) General

Submit qualifications certifying the installer is experienced in the installation of the specified products

47-6.01C(2) Shop Drawings

Submit shop drawings for the retaining wall to the Engineer in Adobe Acrobat compatible format. Include the following:

- 1. All information required for construction of the system at each location
- 2. Existing ground line at the wall face

3. Design parameters, material notes, and wall construction procedures

Verify existing ground elevations before submitting drawings.

Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 5 days for the City's review.

47-6.01C(3) Certificates

Manufacturer shall supply certificate of analysis containing the following test results for the cellular confinement material used for project: Base Resin Lot Number(s), Resin Density per ASTM-1505, Production Lot Number(s), Material Thickness, Short Term Seam Peel Strength, and percentage of Carbon Black.

No material will be considered as an equivalent to the Geoweb material specified herein unless it meets all requirements of this specification, without exception. Manufacturers seeking to supply what they represent as equivalent material must submit records, data, independent test results, samples, certifications, and documentation deemed necessary by the Engineer to prove equivalency. The Engineer shall approve or disapprove other Manufacturers' materials in accordance with the General Conditions after all information is submitted and reviewed. Any substitute materials submitted shall be subject to independent lab testing at the Contractor's expense.

47-6.01D Quality Assurance

A qualified representative of the alternative system manufacturer must be present during erection and backfill of the first 10 vertical feet of the entire length of the wall. The representative must be available during the remaining installation. The representative must not be the Contractor's employee.

Submit qualifications of Manufacturer's field representative certifying the field representative is experienced in the installation of the specified products.

- A. The cellular confinement system material shall be provided from a single Manufacturer for the entire project.
- B. The Manufacturer's Quality management system shall be certified and in accordance with ISO 9001:2015 and CE certification. Any substitute materials submitted shall provide a certification that their cellular confinement manufacturing process is part of an ISO program and a certification will be required specifically stating that their testing facility is certified and in accordance with ISO. An ISO certification for the substitute material will not be acceptable unless it is proven it pertains specifically to the geocell manufacturing operations.
- C. The Manufacturer shall provide certification of compliance to all applicable testing procedures and related specifications upon the customer's written request. Request for certification shall be submitted no later than the date of order placement. The Manufacturer shall have a minimum of 20 years' experience producing cellular confinement systems.
- D. Pre-Installation Meeting: Prior to installation of any materials, conduct a pre-installation meeting to discuss the scope of work and review installation requirements. The pre-installation meeting shall be attended by all parties involved in the installation of the cellular confinement system.
- E. Manufacturer's Field Representative Qualifications
 1. Manufacturer shall provide a qualified field representative on site at the start of construction to ensure the Geoweb system is installed in accordance with the Contract Documents.
 2. Manufacturer's field representative shall have a minimum 5 years installation experience with the specified products in the specified application.

3. Manufacturer of any substitute materials to be used shall certify that a representative can meet the above criteria and will be on site for initial construction start up. Manufacturers other than Presto shall be required to provide proof the representative meets these qualifications.

47-6.02 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in Manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and Manufacturer.
- B. The materials shall be stored in accordance with Manufacturer's instructions. The materials shall be protected from damage and out of direct sunlight.
- C. The materials shall be delivered, unloaded and installed in a manner to prevent damage.

47-6.03 MATERIALS

47-6.03A ACCEPTABLE MANUFACTURER

- A. Presto Geosystems, PO Box 2399, Appleton, Wisconsin 54912 2399
Toll Free: (800) 548 3424. Phone: (920) 738 1328. Fax: (920) 738 1222.
E Mail: info@prestogeo.com. Website: www.prestogeo.com.

47-6.03B GEOWEB CELLULAR CONFINEMENT SYSTEM

- A. Manufacturing Certification
 1. The Manufacturer shall have earned a certificate of registration, which demonstrates that its quality-management system for its Geoweb cellular confinement system is currently registered to the ISO 9001:2015 and CE quality standards.
- B. Base Materials
 1. Polyethylene Stabilized with Carbon Black
 - a) Density shall be 58.4 to 60.2 pound/ft³ (0.935 - 0.965 g/cm³) in accordance with ASTM D1505.
 - b) ESCR shall be 5000 hours in accordance with ASTM D1693.
 - c) Ultra-Violet light stabilization with carbon black.
 - d) Carbon Black content shall be 1.5 to 2 percent by weight, through addition of a carrier with certified carbon black content.
 - e) Carbon black shall be homogeneously distributed throughout material.
 - f) The manufacturer must have an in-place quality control to prevent irregularities in strip material.
- C. Cell Properties-GW30V
 1. Individual cells shall be uniform in shape and size when expanded.
 2. Individual cell dimension (nominal) shall be plus or minus 10 percent.
 - a) Length shall be 10.5 inches (267 mm).
 - b) Width shall be 13.0 inches (330 mm).
 - c) Nominal area shall be 68.3 in² (440 cm²) plus or minus 1 percent.
 - d) Nominal depth shall be 6 inches (150 mm).

D. Strip Properties and Assembly

1. Perforated Textured Strip/Cell

- a) Strip sheet thickness shall be 50 mils (1.27 mm), minus 5 percent, plus 10 percent in accordance with ASTM D5199. Determine thickness flat, before surface disruption.
- b) Polyethylene strips shall be textured surface with a multitude of rhomboidal (diamond shape) indentations.
- c) Textured sheet thickness shall be 60 mils \pm 6 mils (1.52 mm \pm 0.15 mm).
- d) Indentation surface density shall be 140 to 200 per in² (22 to 31 per cm²).
- e) Perforated with horizontal rows of 0.4 inch (10 mm) diameter holes.
- f) Perforations within each row shall be 0.75 inches (19 mm) on-center.
- g) Horizontal rows shall be staggered and separated 0.50 inches (12 mm) relative to hole centers.
- h) Edge of strip to nearest edge of perforation shall be a minimum of 0.3 inches (8 mm).
- i) Centerline of spot weld to nearest edge of perforation shall be a minimum of 0.7 inches (18 mm).
- j) A slot with a dimension of 3/8 inch x 1-3/8 inch (10 mm x 35 mm) is standard in the center of the non-perforated areas and at the center of each weld.

2. Non-Perforated Textured Strip/Cell

- a) Non-perforated textured strip/cells shall only be used on the front face of earth retention systems.
- b) Strip sheet thickness shall be 50 mils (1.27 mm), minus 5 percent, plus 10 percent in accordance with ASTM D5199. Determine thickness flat, before surface disruption.
- c) Textured sheet thickness shall be 60 mils \pm 6 mils (1.52 mm \pm 0.15 mm).
- d) Polyethylene strips shall be textured surface with a multitude of rhomboidal (diamond shape) indentations.
- e) Indentation surface density shall be 140 to 200 per in² (22 to 31 per cm²).
- f) The thickness of the textured sheet shall be 60 mil \pm 6 mil (1.52 mm \pm 0.15 mm) determined in accordance with ASTM D5199.

3. Assembly of Cell Sections

- a) Fabricate using strips of sheet polyethylene each with a length of 142 inches (3.61 m) and a width equal to cell depth.
- b) Connect strips using full depth ultrasonic spot-welds align perpendicular to longitudinal axis of strip.
- c) Ultrasonic weld melt-pool width shall be 1.0 inch (25 mm) maximum.
- d) Weld spacing for GW30V-cell sections shall be 17.5 inches \pm 0.10 inch (445 mm \pm 2.5 mm).

E. GW30V Section Types and Sizes:

- 1. Section Width for all lengths: 8.67 feet (2.64 meters)
- 2. Face Area for all sections: 4.33 square feet (0.40 square meters)

F. Cell Seam Strength Tests (see test details at the end of this Section 47-6, labeled Appendix A and B)

1. Minimum seam strengths are required by design and shall be reported in test results. Materials submitted with average or typical values will not be accepted. Written certification of minimum strengths must be supplied to the Engineer at the time of submittals.
2. Short-Term Seam Peel-Strength Test
 - a) Cell seam strength shall be uniform over full depth of cell.
 - b) Minimum seam peel strength shall be 480 lbf (2,130 N) for 6 inch (150 mm) depth.
3. Long-Term Seam Peel-Strength Test
 - a) Conditions: Minimum of 7 days in a temperature-controlled environment that undergoes change on a 1 hour cycle from room temperature to 130°F (54°C).
 - b) Room temperature shall be in accordance with ASTM E41.
 - c) Test samples shall consist of two, 4 inch (100 mm) wide strips welded together.
 - d) Test sample consisting of 2 carbon black stabilized strips shall support a 160 pound (72.5 kg) load for test period.
4. 10,000 Hour Seam Peel-Strength Test
 - a) Manufacturer shall provide data showing that the high-density polyethylene resin used to produce the Geoweb sections has been tested using an appropriate number of seam samples and varying loads to generate data indicating that the seam peel strength shall survive a loading of at least 160 lbf (73 kg) for a minimum of 10,000 hours.

47-6.03C INTEGRAL COMPONENTS

A. ATRA® Key

1. ATRA keys shall be constructed of polyethylene and provide a high strength connection with minimum pull-through of 275 lbs (125 kg).
2. ATRA keys shall be used to connect Geoweb panels together at each interleaf and end to end connection for all applications, except for the front face of walls.

B. ATRA® Speed Stake

1. ATRA® Speed Stake shall be one piece injected molded design with integral flanged arms and barbs.
2. The stake shall be constructed of a specialty based HDPE polymer alloy.
3. The minimum tensile strength shall be 14.5 kips (100 mPa).
4. The minimum bending strength shall be 575 lbs (2.55 kN).
5. The stake shall be non-magnetic, non-conducting and corrosion resistant.
6. The stake length and placement shall be as shown in the Contract Documents.

47-6.03D CELL INFILL MATERIALS

- A. Front fascia infill material shall be Fill to match material based on elevation as required by the Contract Documents for the channel section. as specified in the Contract Documents.
- B. Geoweb infill material shall be as specified in the Contract Documents.
- C. Infill material behind the Geoweb shall be Soil as specified in the Contract Documents.
- D. Infill material shall be free of any foreign material.
- E. Clays, silts, and organic soils are not acceptable infill material.

F. Infill material shall be free-flowing and not frozen when placed in the Geoweb sections.

47-6.03E SURFACE TREATMENTS

G. Surface treatment includes one or a combination of the following:

1. Top soil
2. Aggregate
3. Vegetation

47-6.03F ADDITIONAL COMPONENTS

A. Drainage System

1. Drainage system shall be as specified in the Contract Documents.

B. Geotextile Separation Layer

1. The geotextile separation layer shall be as specified in the Contract Documents.

47-6.03G WARRANTY

- A. The Manufacturer shall warrant each Geoweb section that it ships to be free from defects in materials and workmanship at the time of manufacture. The Manufacturer's exclusive liability under this warranty or otherwise will be to furnish without charge to the original f.o.b. point a replacement for any section which proves to be defective under normal use and service during the 10-year period which begins on the date of shipment. The Manufacturer reserves the right to inspect any allegedly defective section in order to verify the defect and ascertain its cause.
- B. This warranty shall not cover defects attributable to causes or occurrences beyond the Manufacturer's control and unrelated to the manufacturing process, including, but not limited to, abuse, misuse, mishandling, neglect, improper storage, improper installation, improper alteration or improper application.
- C. In no event shall the Manufacturer be liable for any special, indirect, incidental or consequential damages for the breach of any express or implied warranty or for any other reason, including negligence, in connection with the cellular confinement system.

47-6.04 CONSTRUCTION

47-6.04A EXAMINATION

- A. Verify site conditions are as indicated on the drawings. Notify the Engineer if site conditions are not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.
- B. Verify layout of structure is as indicated on the drawings. Notify the Engineer if layout of structure is not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.

47-6.04B INSTALLATION OF STACKED CHANNEL SYSTEM

- A. Prepare subgrade as specified and install earth retention system in accordance with Manufacturer's instructions.
- B. On-site time for installation assistance by the Manufacturer's field representative shall be 2 day(s) with one trip. All travel and expense costs for Manufacturer's field representative installation assistance shall be included in the base bid price.
- C. Subgrade Preparation

1. Excavate, shape or fill foundation soils to elevations indicated on the drawings.
2. Ensure foundation soil meets minimum strength requirements through proof rolling or other conventional method and is approved by the Engineer. If unacceptable foundation soils are encountered, excavate affected areas and replace with suitable quality material as directed by the Engineer.
3. Install geotextile separation layer as shown in the Contract Documents. Ensure outer edges of geotextile are buried a minimum of 6 inches (150 mm) and install in accordance with the Manufacturer's instructions.

D. Base and Spread Footing Installation

1. Place and shape granular base materials. If a free draining granular base is utilized, encapsulate in a non-woven geotextile. Compact to a minimum 95 percent Standard Proctor.
2. Expand Geoweb sections into place and temporarily anchor at corners with ATRA anchors.
3. Overfill Geoweb cells with specified granular infill. Maximum particle size shall be 2 inches (50 mm). Level surface approximately 2 inches (50 mm) above cell walls.
4. Compact fill in Geoweb cells to a minimum 95 percent Standard Proctor.
5. Place and compact fill to a minimum 95 percent Standard Proctor along each side of footing.
6. Screed off excess infill to be level with top of cells.

E. Drainage System Installation

1. Install perforated subdrain and outlet pipes in accordance with the drawings. The subdrain pipe shall be wrapped with non-woven geotextile or backfilled with clear stone to prevent plugging.
2. Provide a minimum slope of 1 percent for all drainage piping.
3. Wrap outlet pipes which pass through wall fascia with non-woven geotextile to prevent loss of cell infill materials.
4. Ensure outlets for all discharge piping will not cause localized erosion that could undermine the wall.

F. Installation of Gravity Geoweb Stacked Channel System

1. Expand Geoweb sections into place. Hold individual sections in their expanded position with stretcher frames, stretcher bars or ATRA Speed Stakes positioned inside selected outer cells.
2. Confirm each Geoweb section is expanded uniformly to required dimensions and outer cells of each layer are correctly aligned and upper surfaces are flush.
3. Interleaf edges of adjacent sections and connect with ATRA keys on all connections including the front fascia panels.
4. Overfill cells with granular material and level surface approximately 2 inches (50 mm) above cell walls.
5. Compact cell infill material to a minimum 95 percent Standard Proctor with a walk-behind-compactor. Avoid using heavy compaction equipment within 3 feet (1 meter) of the front face of the wall.
6. Place the backfill material behind the Geoweb sections in maximum 8 inch (200 mm) lifts and compact as specified.
7. Screed off excess infill so the infill is level with the top of the cells.
8. When topsoil or special infill materials are specified for exposed face cells of Geoweb sections, temporarily cover outer cells with a moveable board to prevent unwanted spillage during placement of internal fill materials as each layer is installed. Place topsoil or special infill in empty outer cells as each layer is completed. Partial spillage of internal infill material into outer cells may be permitted.

9. When positioning subsequent layers, ensure specified set back of each layer and the vertical alignment of the outer cells are maintained to prevent the loss of infill materials.

G. Surface Treatment

1. Vegetation shall be as specified in the Contract Documents. Seeding of the cell area shall be completed no-later-than October 15 unless an alternative schedule is approved by the City. Container plant installation shall be completed according to the Contract schedule requirements.

47-6.05 PAYMENT

The payment for Retaining Wall includes all labor, materials, tools and equipment for installation of the retaining wall.

Appendix A Short-Term Strength Procedure

Frequency of Test

The short-term seam peel strength test (referred to as the test in this section) shall be performed on a geocell section randomly taken directly from the production line each two hours.

Seam Test

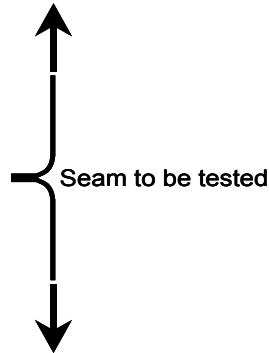


Figure A1

Test Sample Preparation

Randomly choose 10 welds within the selected section and cut those welds from the section such that 10 cm (4 in) of material exist on each side of the weld. The test sample shall have a general appearance as illustrated in Figure A1. Prior to testing, the test samples shall have air cool for a minimum of 30 minutes from the time the selected geocell section was manufactured.

Short-term Seam Peel Strength Test

The apparatus used for testing the short-term seam peel strength shall be of such configuration that the jaws of the clamp shall not over stress the sample during the test period. Load shall be applied at a rate of 12 in (300 mm) per minute and be applied for adequate time to determine the maximum load. The date, time and load shall be recorded.

Short-term seam peel strength shall be defined as the maximum load applied to the test sample. Minimum required short-term seam peel strength shall be:

- 640 lbf (2840 N) for the 8 in (200 mm) depth cell
- 480 lbf (2130 N) for the 6 in (150 mm) depth cell
- 320 lbf (1420 N) for the 4 in (100 mm) depth cell
- 240 lbf (1060 N) for the 3 in (75 mm) depth cell.

Definition of Pass / Failure

Two methods shall be used to determine acceptability of the manufactured geocell sections. The successful passing of the short-term seam peel test shall not be used to determine acceptable of the polyethylene for use in manufacturing of the geocell sections. Acceptability of the polyethylene shall be determined through tests conducted in Appendix B.

The Tested Value

If more than one of the tested seam samples fails to meet the minimum peel strength, all sections

manufactured after the previously successful test shall be rejected.

If all tested seam samples meet the minimum peel strength, all geocell sections manufactured since the last successful test shall be considered to have passed the test.

When one of the tested seam samples fails to meet the minimum peel strength, another 10 samples shall be randomly selected and cut from the previously selected section. If more than one of these samples fails, all sections manufactured after the previously successful test shall be rejected. Otherwise, all geocell sections manufactured since the last successful test shall be considered to have passed the test.

Visual Failure Mode

After each sample is tested, the seam shall be examined to determine the failure mode. Two failure modes are possible.

- Material failure within and adjacent to the weld indicated by material strain and
- Weld failure resulting in complete separation of the seam and shows little or no material strain.

Upon examination, when the failure mode results in complete separation of the seam and indicates little or no material strain, product manufactured shall be rejected.

Appendix B

Long-Term Seam-Strength Test Procedure

Frequency of Test

The long-term seam peel strength test (referred to as the test in this section) shall be performed:

1. on each new resin lot number if the geocell manufacturer extrudes the sheet or strip used to produce the geocell material.
2. on each new order of sheet and/or strip if the geocell manufacturer does not extrude the sheet and/or strip used to produce the geocell material.

Test Sample Preparation

A test sample shall be made using two sets of two strips meeting all aspects of the material portion of this specification. Testing shall be done on non-perforated samples to obtain the true seam strength of the bond. One set of two strips are to be welded in welder position "A" and the other set of two strips are to be welded in welder position "B" producing two 1-cell long sections of geocell product. Welding should be done using a warm welder. The welded samples shall be labeled "A" and "B" and the weld seams of each sample shall be numbered consecutively from left to right starting with the number 1 (one) and corresponding to the welding head number.

The samples shall air cool for a minimum of 30 minutes. Randomly choose 10 welds from samples "A" and "B" and cut those welds from the geocell samples such that 4 in (10 cm) of material exist on each side of the weld. These samples shall be cut to a width of 4 in (10 cm). Properly identify each weld using the sample letter and weld seam number.

These samples are now ready to be tested.

Long-term Seam Peel Strength Test

The long-term seam peel strength test shall take place within an environmentally controlled chamber that under goes temperature change on a 1-hour cycle from room temperature to 130°F (54°C). Room temperature shall be defined per ASTM E41.

Within the environmentally controlled chamber, one of the ends of the samples (10 samples in total) shall be secured to a stationary upper clamp. The jaws of the clamp shall be of such configuration that the grip does not over stress the sample during the test period. The sample shall be secured so that its axis is

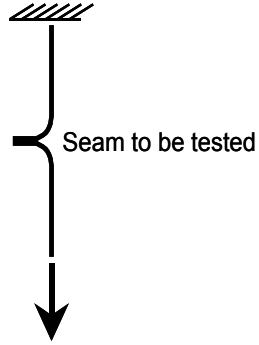


Figure B1

vertical and the welds being tested are horizontal as the sample hangs within the environmentally controlled chamber.

A weight of 160 lb. (72.5 kg) shall be lifted via a hoist or lift platform and attached to the free lower end, of the sample. The weight shall be lowered in a way so that no impact load occurs on the sample being tested. The weight shall be sufficient distance from the floor of the chamber so that the weight will not touch the floor of the chamber as the sample undergoes creep during the test period. The date and hour the weight is applied shall be recorded.

The temperature cycle shall commence immediately within the environmentally controlled chamber. The test period for the applied load shall be 168 hours.

Definition of Pass / Failure

If any of the 10 seams fail prior to the end of the 168-hour (7-day) period, the date and hour of the failure shall be recorded and the polyethylene resin and strip material shall be considered unsuitable for geocell manufacturing.

END OF SECTION

51 CONCRETE STRUCTURES

Add to 51-7.01A GENERAL

Minor Structures include the Geoweb Retaining Wall Footing.

Replace 51-7.01D with:

51-7.01D Payment

Payment for concrete includes all labor, materials, tools and equipment for the Geoweb Retaining Wall Footing and no additional compensation will be allowed therefore.

72 SLOPE PROTECTION

Insert 72-26 Geocell Channel Lining

72-26.01 GENERAL

72-26.01A Summary

Section 72-26 includes providing all material, labor, tools and equipment for installation of Cellular Confinement System in the channel lining configuration as shown in the Contract Documents and as specified in this Section.

The Cellular Confinement System shall be used for channel protection.

72-26.01B References

- A. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M 218 - Steel Sheet, Zinc-Coated (Galvanized) for Corrugated Steel Pipe.
 - 2. AASHTO M 288 - Geotextile Specification for Highway Applications
- B. American Society of Testing and Materials (ASTM)
 - 1. ASTM D 1505 - Density of Plastics by the Density-Gradient Technique.
 - 2. ASTM D 1603 – Standard Test for Carbon Black in Olefin Plastics
 - 3. ASTM D 1693 – Environmental Stress-Cracking of Ethylene Plastics.
 - 4. ASTM D 5199 – Measuring Nominal Thickness of Geotextiles and Geomembranes.
 - 5. ASTM E 41 – Terminology Relating to Conditioning.
- C. Section 47
 - 1. Appendix A: Short-Term Seam Strength Test Procedure
 - 2. Appendix b: Long-Term Seam Strength Test Procedure

72-26.01C Submittals

72-26.01C(1) General

Submit qualifications certifying the installer is experienced in the installation of the specified products

72-26.01C(2) Shop Drawings

Submit shop drawings for the Geocell Channel Lining to the Engineer in Adobe Acrobat compatible format. Include the following:

1. All information required for construction of the system at each location
2. Finished ground line at the top of channel lining system
3. Design parameters, material notes, and channel construction procedures

Verify existing ground elevations before submitting drawings.

Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

Allow 5 days for the Department's review.

72-26.01C(3) Certificates

Manufacturer shall supply certificate of analysis containing the following test results for the cellular confinement material used for project: Base Resin Lot Number(s), Resin Density per ASTM-1505, Production Lot Number(s), Material Thickness, Short Term Seam Peel Strength, and percentage of Carbon Black.

No material will be considered as an equivalent to the Geoweb material specified herein unless it meets all requirements of this specification, without exception. Manufacturers seeking to supply what they represent as equivalent material must submit records, data, independent test results, samples, certifications, and documentation deemed necessary by the Engineer to prove equivalency. The Engineer shall approve or disapprove other Manufacturers materials in accordance with the General Conditions after all information is submitted and reviewed. Any substitute materials submitted shall be subject to independent lab testing at the Contractor's expense.

72-26.01D Quality Assurance

A qualified representative of the channel lining system manufacturer must be present during installation of the first 20 feet of channel lining as measured along the channel centerline. The representative must be available during the remaining installation. The representative must not be your employee.

Submit qualifications of Manufacturer's field representative certifying the field representative is experienced in the installation of the specified products.

A. The cellular confinement system material shall be provided from a single Manufacturer for the entire project.

B. The Manufacturer's Quality management system shall be certified and in accordance with ISO 9001:2015 and CE certification. Any substitute materials submitted shall provide a certification that their cellular confinement manufacturing process is part of an ISO program and a certification will be required specifically stating that their testing facility is certified and in accordance with ISO. An ISO certification for the substitute material will not be acceptable unless it is proven it pertains specifically to the geocell manufacturing operations.

C. The Manufacturer shall provide certification of compliance to all applicable testing procedures and related specifications upon the customer's written request. Request for certification shall be submitted no later than the date of order placement. The Manufacturer shall have a minimum of 20 years' experience producing cellular confinement systems.

D. Pre-Installation Meeting: Prior to installation of any materials, conduct a pre-installation meeting to discuss the scope of work and review installation requirements. The pre-installation meeting shall be attended by all parties involved in the installation of the cellular confinement system.

E. Manufacturer's Field Representative Qualifications

1. Manufacturer shall provide a qualified field representative on site at the start of construction to ensure the Geoweb system is installed in accordance with the Contract Documents.
2. Manufacturer's field representative shall have a minimum 5 years of installation experience with the specified products in the specified application.
3. Manufacturer of any substitute materials to be used shall certify that a representative can meet the above criteria and will be on site for initial construction start up. Manufacturers other than Presto shall be required to provide proof the representative meets these qualifications.

72-26.02 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in Manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and Manufacturer.
- B. The materials shall be stored in accordance with Manufacturer's instructions. The materials shall be protected from damage and out of direct sunlight.
- C. The materials shall be delivered, unloaded and installed in a manner to prevent damage.

72-26.03 MATERIALS

72-26.03A ACCEPTABLE MANUFACTURER

Presto Geosystems, PO Box 2399, Appleton, Wisconsin 54912 2399.

Toll Free: (800) 548 3424. Phone: (920) 738 1328. Fax: (920) 738 1222.

E Mail info@prestogeo.com. Website www.prestogeo.com.

72-26.03B GEOWEB CELLULAR CONFINEMENT SYSTEM

A. Manufacturing Certification

1. Presto Geosystems (the manufacturer) shall have earned a certificate of registration, which demonstrates that its quality-management system for its Geoweb cellular confinement system is currently registered to the ISO 9001:2008 and CE quality standards.

B. Base Materials

1. Polyethylene Stabilized with Carbon Black
 - a. Density shall be 58.4 to 60.2 pound/ft³ (0.935 to 0.965 g/cm³) in accordance with ASTM D 1505.
 - b. Environmental Stress Crack Resistance (ESCR) shall be 5000 hours in accordance with ASTM D 1693.
 - c. Ultra-Violet light stabilization with carbon black.
 - d. Carbon Black content shall be 1.5 to 2 percent by weight, through addition of a carrier with certified carbon black content.
 - e. Carbon black shall be homogeneously distributed throughout material.
 - f. The manufacturer must have an in-place quality control to prevent irregularities in strip.

C. Cell Properties

1. Individual cells shall be uniform in shape and size when expanded.
2. Individual cell dimensions (nominal) shall be dimensions $\pm 10\%$.
3. GW30V-Cell
 - a. Length shall be 11.3 inches (287 mm).
 - b. Width shall be 12.6 inches (320 mm).
 - c. Nominal area shall be 71.3 in² (460 cm²) $\pm 1\%$.
 - d. Nominal depth shall be 6 inches (150 mm).

D. Strip Properties and Assembly

1. Perforated Textured Strip/Cell
 - a. Strip sheet thickness shall be 50 mil (1.27 mm), minus 5 percent, plus 10 percent in accordance with ASTM D 5199. Determine thickness flat, before surface disruption.
 - b. Polyethylene strips shall be textured surface with a multitude of rhomboidal (diamond shape) indentations.
 - c. Texture sheet thickness shall be 60 mil, -5% + 10% (1.52 mm, -5% + 10%).
 - d. Indentation surface density shall be 140 to 200 per in² (22 to 31 per cm²).
 - e. Perforated with horizontal rows of 0.4 inch (10 mm) diameter holes.
 - f. Perforations within each row shall be 0.75 inches (19 mm) on-center.
 - g. Horizontal rows shall be staggered and separated 0.50 inches (12 mm) relative to hole centers.
 - h. Edge of strip to nearest edge of perforation shall be a minimum of 0.3 inches (8 mm).
 - i. Centerline of spot weld to nearest edge of perforation shall be a minimum of 0.7 inches (18 mm).
 - j. A slot with a dimension of 3/8 inch x 1-3/8 inch (10 mm x 35 mm) is standard in the center of the non-perforated areas and at the center of each weld.
2. Assembly of Cell Sections
 - a. Fabricate using strips of sheet polyethylene each with a length of 142 inches (3.61 m) and a width equal to cell depth.
 - b. Connect strips using full depth ultrasonic spot-welds aligned perpendicular to longitudinal axis of strip.
 - c. Ultrasonic weld melt-pool width shall be 1.0 inch (25 mm) maximum.
 - d. Weld spacing for GW30V-cell sections shall be 17.5 inches ± 0.10 inch (445 mm ± 2.5 mm).

E. Cell Seam Strength Tests (see test details at the end of Section 47-6 labeled Appendix A and B)

1. Minimum seam strengths are required by design and shall be reported in test results. Materials submitted with average or typical values will not be accepted. Written

certification of minimum strengths must be supplied to the engineer at the time of submittals.

2. Short-Term Seam Peel-Strength Test

- a. Cell seam strength shall be uniform over full depth of cell.
- b. Minimum seam peel strength shall be 480 lbf (2,130 N) for 6 inch (150 mm) depth.

3. Long-Term Seam Peel-Strength Test

- a. Conditions: Minimum of 7 days in a temperature-controlled environment that undergoes change on a 1 hour cycle from room temperature to 130 degrees F (54 degrees C).
- b. Room temperature shall be in accordance with ASTM E41.
- c. Test samples shall consist of two, 4 inch (100 mm) wide strips welded together.
- d. Test sample consisting of 2 carbon black stabilized strips shall support a 160 pound (72.5 kg) load for test period.

4. 10,000-hour Seam Peel Strength Certification

- a. Presto Geosystems shall provide data showing that the high-density polyethylene resin used to produce the Geoweb sections has been tested using an appropriate number of seam samples and varying loads to generate data indicating that the seam peel strength shall survive a loading of at least 209 lbf (95 kg) for a minimum of 10,000 hours.

72-26.03C INTEGRAL COMPONENTS

A. ATRA® Tendon Clip

- 1. The ATRA Tendon Clip is a molded, high-strength polyethylene device with a locking member and post with minimum pull-through of 420 lbs (191 kg).
- 2. The ATRA Tendon Clip is the recommended anchorage connection method for securing sections with tendons and transferring the driving gravity forces to the cell wall.

B. ATRA® Key

- 1. ATRA keys shall be constructed of polyethylene and provide a high strength connection with minimum pull-through of 275 lbs (125 kg).
- 2. ATRA keys shall be used to connect sections together at each interleaf and end to end connection.

72-26.03D STAKE ANCHORAGE

(References to ATRA Anchors includes Speed Stakes and GFRP Anchors)

A. ATRA® Speed Stake

- 1. ATRA® Speed Stake shall be one piece injected molded design with integral flanged arms and barbs.
- 2. The stake shall be constructed of a specialty based HDPE polymer alloy.
- 3. The minimum tensile strength shall be 14.5 kips (100 mPa).
- 4. The minimum bending strength shall be 575 lbs (2.55 kN).

5. The stake shall be non-magnetic, non-conducting and corrosion resistant.
 6. The stake length and placement shall be as shown in the Contract Documents.
- B. ATRA® Glass Fiber Reinforced Polymer (GFRP) Anchor
1. ATRA® GFRP Rods shall be used with preassembled ATRA Stake Clip
 2. The stake shall be constructed of a minimum 75% glass fiber polymeric composite material
 3. The minimum tensile strength shall be 95 kips (655 mPa).
 4. The stake shall be non-magnetic, non-conducting and corrosion resistant.
 5. The stake length and placement shall be as shown in the Contract Documents.

72-26.03E TENDON ANCHORAGE

- A. Tendon Type
1. Woven Polyester - TP 31
 - a. Material shall be bright, high-tenacity, industrial-continuous-filament, polyester yarn woven into a braided strap.
 - b. Elongation shall be 9 to 15 percent at break.
 - c. Minimum break strength shall be 700 lbf (3.11 kN) for TP-31.
- B. Type of Tendon Anchorage
1. Tendons, ATRA Tendon Clips, ATRA Speed Stakes and ATRA Anchors.

72-26.03F CELL INFILL MATERIALS

- A. Cell infill material shall be as indicated on the plans and described in the approved Horticultural Soil Preparation Plan.
1. The percentage void space of the aggregate portion when compacted shall be at least 30%.
 2. Aggregate must meet quality characteristics for rock material in section 72-2.02 with 100% passing a 2-inch square screen and 0% passing a 1-inch square screen.

72-26.03G ADDITIONAL COMPONENTS

- A. Vegetation
1. Vegetation shall be as specified in the Contract Documents.
- B. Surface Protection
1. Surface protection shall consist of soil, aggregate and vegetation as specified in the Contract Documents.
- C. Geotextile
1. The geotextile separation layer shall be as specified in the Contract Documents.

72-26.04 CONSTRUCTION

72-26.04A EXAMINATION

- A. Verify site conditions are as indicated on the drawings. Notify the Engineer if site conditions are not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.
- B. Verify layout of structure is as indicated on the drawings. Notify the Engineer if layout of structure is not acceptable. Do not begin preparation or installation until unacceptable conditions have been corrected.

72-26.04B INSTALLATION OF THE CHANNEL PROTECTION SYSTEM

- A. Prepare sub grade and install channel protection system in accordance with the Contract Documents and Manufacturer's recommendations.
- B. On-site time for installation assistance by the Manufacturer's field representative shall be 2 days with one trip. All travel and expense costs for Manufacturer's field representative installation assistance shall be included in the base bid price.
- C. Sub Grade Preparation:
 - 1. Excavate or fill foundation soils so top of installed section is flush with or slightly lower than adjacent terrain or final grade as indicated on the drawings or as directed by the Engineer.
 - 2. Decompect soil to a depth of 12 inches in areas indicated in the Contract Documents. Method for decompaction shall be submitted to the Engineer for approval.
 - 3. Install geotextile separation layer on prepared surfaces ensuring required overlaps are maintained and outer edges of geotextile are buried in accordance with the Manufacturer's recommendations.
- D. Section Anchorage
 - 1. Anchorage requirements for the sections shall be as shown on the Contract Documents and as directed by the Engineer.
 - 2. Anchorage with ATRA Anchors
 - a. Position collapsed sections at the crest of the channel slope.
 - b. If required, excavate the anchor trench at the top of the slope to the depth as shown on the Contract Documents.
 - c. Drive ATRA anchors at the crest of the slope to secure the sections in place and allow expansion of the sections into position.
 - d. After the sections are expanded as desired, drive ATRA Anchors so the arm of the ATRA Stake Clip or top of Speed Stake engages with the top of the cell wall.
 - e. Anchorage pattern and stake length shall be as indicated on the Contract Documents.
 - f. Fill the anchorage trench with the specified material and compact as required by the Contract Documents.
 - 3. Anchorage with Tendons, ATRA Tendon Clips and Buried at Crest

Preferred Method – Top of Channel Slope Installation

- a. Excavate the anchor trench at the top of the channel slope to the depth as shown on the Contract Documents.
- b. Position the collapsed sections at the crest of the slope.
- c. Measure and cut the tendon run lengths for each tendon location.
- d. Mark the tendons with a black permanent marker per the ATRA Tendon Clip Location Chart.
- e. Starting from the first cell, count the number of cells to the next ATRA Tendon Clip location and repeat along that cell row.
- f. Repeat this procedure for each additional cell row Tendon/ATRA Tendon Clip run.
- g. With all the ATRA Tendon Clips placed in the section, thread the tendons through the cell wall I-slots in the unexpanded section.
- h. Locate the corresponding mark on the tendon and position it in front of the cell wall. Hold the tendon and connect to the ATRA Tendon Clip. Refer to the Channel Installation Manual for ATRA Tendon Clip tie-off instructions.
- i. Leave the trailing length of the tendon on the upslope side of the section to allow connection to ATRA Tendon Clip.
- j. Repeat this process on each cell row Tendon/ATRA Tendon Clip run.
- k. Place the collapsed section in the anchor trench, secure with temporary stakes or ATRA Anchors and expand down the slope.
- l. Adjust the section (i.e. a shake or two of the expanded section works well for this) so that the section and tendons are uniformly taut.
- m. Terminate the bottom of the tendons with ATRA Tendon Clips.
- n. Fill the anchorage trench with the specified material and compact as required by the Contract Documents.

Alternate Method – On Channel Slope Installation

- a. Excavate the anchor trench at the top of the channel slope to the depth as shown on the Contract Documents.
- b. Position collapsed sections at the crest of the slope.
- c. Feed precut lengths of specified tendon material through the I-slots in cell walls before expanding individual sections into position. Number of tendons per section shall be per the Contract Documents. Leave the trailing length of the tendon on the upslope side of the section to allow for connection of the ATRA Tendon Clips.
- d. Place the collapsed section in the anchor trench, secure with temporary stakes or ATRA Anchors and expand down the slope.
- e. Install the ATRA Tendon Clips at the locations indicated on the Contract Documents.

- f. Hold the tendon and connect to each ATRA Tendon Clip. Refer to the Channel Installation Manual for ATRA Tendon Clip tie-off instructions.
- g. Adjust the section (i.e. a shake or two of the expanded section works well for this) so that the section and tendons are uniformly taut.
- h. Terminate the bottom of the tendons with ATRA Tendon Clips.
- i. Fill the anchorage trench with the specified material and compact as required by the Contract Documents.

4. Anchorage with Tendons, ATRA Tendon Clips and ATRA Anchors

Preferred Method – Top of Channel Slope Installation

- a. Excavate the anchor trench at the top of the channel slope to the depth as shown on the Contract Documents.
- b. Position the collapsed sections at the crest of the slope.
- c. Measure and cut the tendon run lengths for each tendon location.
- d. Mark the tendons with a black permanent marker per the ATRA Tendon Clip Location Chart.
- e. Thread the tendons through the unexpanded section.
- f. Starting from the first cell, count the number of cells to the next ATRA Tendon Clip location and repeat along that cell row.
- g. Repeat this procedure for each additional cell row Tendon/ATRA Tendon Clip run.
- h. With all the ATRA Tendon Clips placed in the section, thread the tendons through the cell wall I-slots in the unexpanded section.
- i. Locate the corresponding mark on the Tendon and position it in front of the cell wall. Hold the tendon and connect to the ATRA Tendon Clip. Refer to the Channel Installation Manual for ATRA Tendon Clip tie-off instructions.
- j. Repeat this process on each cell row Tendon/ATRA Tendon Clip run.
- k. Place the collapsed section in the anchor trench, drive ATRA Anchors in the first row of cells so the arm of the anchor engages with the top of the cell wall and expand down the slope. Number of anchors shall be per the Contract Documents.
- l. Adjust the section (i.e. a shake or two of the expanded section works well for this) so that the section and tendons are uniformly taut.
- m. After the sections are expanded, drive ATRA Anchors so the arm of the anchor engages with the top of the cell wall.
- n. Anchorage pattern and stake length shall be as indicated on the Contract Documents.
- o. Terminate the bottom of the tendons with ATRA Tendon Clips.

- p. Fill the anchorage trench with the specified material and compact as required by the Contract Documents.

Alternate Method – On Channel Installation

- a. Excavate the anchor trench at the top of the channel slope to the depth as shown on the Contract Documents.
- b. Position collapsed sections at the crest of the slope.
- c. Feed precut lengths of specified tendon material through the I-slots in the cell walls before expanding individual sections into position. Number of tendons per section shall be per the Contract Documents. Leave the trailing length of the tendon on the upslope side of the section to allow for connection of the ATRA Tendon Clips.
- d. Place the collapsed section in the anchor trench, drive ATRA Anchors (GFRP Anchors or Speed Stakes as required per Contract Documents) in the first row of cells so the arm of the anchor engages with the top of the cell wall and expand down the slope.
- e. Install the ATRA Tendon Clips at the locations indicated on the Contract Documents.
- f. Hold the tendon and connect to each ATRA Tendon Clip. Refer to the Channel Installation Manual for ATRA Tendon Clip tie-off instructions.
- g. Adjust the section (i.e. a shake or two of the expanded section works well for this) so that the section and tendons are uniformly taut.
- h. After the sections are expanded as desired, drive ATRA Anchors so the arm of the anchor engages with the top of the cell wall.
- i. Anchorage pattern and stake length shall be as indicated on the Contract Documents.
- j. Terminate the bottom of the tendons as required.
- k. Fill the anchorage trench with the specified material and compact as required by the Contract Documents.

E. Section Placement and Connection

- 1. Verify all sections are expanded uniformly to required dimensions and that outer cells of each section are correctly aligned. Interleaf or overlap edges of adjacent sections. Ensure upper surfaces of adjoining sections are flush at joint and adjoining cells are fully aligned at the cell wall slot.
- 2. Connect the sections with ATRA keys at each interleaf and end to end connection. Insert the ATRA key through the cell wall I-slot before inserting through the adjacent cell. Turn the ATRA key 90 degrees to lock the sections together

F. Topsoil Infill Placement

- 1. Place specified infill in expanded cells with suitable material handling equipment, such as a backhoe, front-end loader, conveyor, or crane-mounted skip.
- 2. Limit drop height to a maximum of 3 feet (1 m) to prevent panel distortion.
- 3. Fill aggregate portion first and then fill the sections from the crest of the channel slope to the aggregate level in accordance with Contract Documents.

4. Infill material shall be free-flowing and not frozen when placed into the sections.
5. Evenly spread infill and tamp into place.

G. Aggregate Infill Placement

1. Place specified infill in expanded cells with suitable material handling equipment, such as a backhoe, front-end loader, conveyor, or crane-mounted skip.
2. Limit drop height to a maximum of 3 feet (1 m) to prevent panel distortion.
3. Fill sections from the indicated top of aggregate elevation to toe or in accordance with Engineer's direction.
4. Infill material shall be free-flowing and not frozen when placed into the sections.
5. Evenly spread infill and ensure the infill is flush with the cell walls.

H. Surface Treatment

1. Vegetation shall be as specified in the Contract Documents. Seeding of the cell area shall be completed no-later-than October 15 unless an alternative schedule is approved by the City. Container plant installation shall be completed according to the Contract schedule requirements.

72-26.05 PAYMENT

The payment for Geocell Channel Lining includes all labor, materials, tools and equipment for installation of the Geocell Channel Lining.

The payment for Aggregate includes all labor, materials, tools and equipment for placement of the Aggregate in the Geocell Channel Lining and Retaining Wall.

80 FENCES

Add to the end of 80-3.01B Definitions:

New chain link fence – Chain link fence match the type of the existing chain link fence on site.

Replace section 80-3.04 with:

80-3.04 PAYMENT

The payment for Chain Link Fences includes all labor, materials, tools and equipment for installation of the new chain link fence. Preservation, removal and reinstallation of existing chain link fence along its original alignment shall be included in the items of work necessitating work to maintain and/or restore the existing fence.

**APPENDIX B-1: Small Construction Project Safety Protocol**

1. Any construction project meeting any of the following specifications is subject to this Small Construction Project Safety Protocol (“SCP Protocol”), including public works projects unless otherwise specified by the Health Officer:
 - a. For residential projects, any single-family, multi-family, senior, student, or other residential construction, renovation, or remodel project consisting of 10 units or less. This SCP Protocol does not apply to construction projects where a person is performing construction on their current residence either alone or solely with members of their own household.
 - b. For commercial projects, any construction, renovation, or tenant improvement project consisting of 20,000 square feet of floor area or less.
 - c. For mixed-use projects, any project that meets both of the specifications in subsection 1.a and 1.b.
 - d. All other construction projects not subject to the Large Construction Project Safety Protocol set forth in Appendix B-2.
2. The following restrictions and requirements must be in place at all construction job sites subject to this SCP Protocol:
 - a. Comply with all applicable and current laws and regulations including but not limited to OSHA and Cal-OSHA. If there is any conflict, difference, or discrepancy between or among applicable laws and regulations and/or this SCP Protocol, the stricter standard shall apply.
 - b. Designate a site-specific COVID-19 supervisor or supervisors to enforce this guidance. A designated COVID-19 supervisor must be present on the construction site at all times during construction activities. A COVID-19 supervisor may be an on-site worker who is designated to serve in this role.
 - c. The COVID-19 supervisor must review this SCP Protocol with all workers and visitors to the construction site.
 - d. Establish a daily screening protocol for arriving staff to ensure that potentially infected staff do not enter the construction site. If workers leave the jobsite and return the same day, establish a cleaning and decontamination protocol prior to entry and exit of the jobsite. Post the daily screening protocol at all entrances and exits to





- e. the jobsite. More information on screening can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>.
- f. In the event of a confirmed case of COVID-19 at any jobsite, the following must take place:
 - i. Immediately remove the infected individual from the jobsite with directions to seek medical care.
 - ii. Each location the infected worker was at must be decontaminated and sanitized by an outside vendor certified in hazmat clean ups, and work in these locations must cease until decontamination and sanitization is complete.
 - iii. The County Public Health Department must be notified immediately and any additional requirements per the County health officials must be completed, including full compliance with any tracing efforts by the County.
- g. Practice social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the construction project.
- h. Where construction work occurs within an occupied residential unit, separate work areas must be sealed off from the remainder of the unit with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative entry/exit door to the entry/exit door used by residents. Available windows and exhaust fans must be used to ventilate the work area. If residents have access to the work area between workdays, the work area must be cleaned and sanitized at the beginning and at the end of workdays. Every effort must be taken to minimize contact between workers and residents, including maintaining a minimum of six feet of social distancing at all times.
- i. Where construction work occurs within common areas of an occupied residential or commercial building or a mixed-use building in use by on-site employees or residents, separate work areas must be sealed off from the rest of the common areas with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative building entry/exit door to the building entry/exit door used by residents or other users of the building. Every effort must be taken to minimize contact between worker and building residents and users, including maintaining a minimum of six feet of social distancing at all times.
- j. Prohibit gatherings of any size on the jobsite, including gatherings for breaks or eating, except for meetings regarding compliance with this protocol or as strictly necessary to carry out a task associated with the construction project.
- k. Cal-OSHA requires employers to provide water, which should be provided in single-serve containers. Sharing of any of any food or beverage is strictly prohibited and if sharing is observed, the worker must be sent home for the day.
- l. Provide personal protective equipment (“PPE”) specifically for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the



- m. activity being performed. At no time may a contractor secure or use medical-grade PPE unless required due to the medical nature of a jobsite. Face coverings must be worn in compliance with the Health Officer's Order No. C19-8, dated April 18, 2020, or any subsequently issued or amended order.
- n. Strictly control "choke points" and "high-risk areas" where workers are unable to maintain six-foot social distancing and prohibit or limit use to ensure that six-foot distance can easily be maintained between individuals.
- o. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professionals and other project consultants, government agency representatives, including building and fire inspectors, and residents at residential construction sites.
- p. Stagger trades as necessary to reduce density and allow for easy maintenance of a minimum six-foot separation.
- q. Discourage workers from using others' desks, work tools, and equipment. If more than one worker uses these items, the items must be cleaned and disinfected with disinfectants that are effective against COVID-19 in between use by each new worker. Prohibit sharing of PPE.
- r. If hand washing facilities are not available at the jobsite, place portable wash stations or hand sanitizers that are effective against COVID-19 at entrances to the jobsite and in multiple locations dispersed throughout the jobsite as warranted.
- s. Clean and sanitize any hand washing facilities, portable wash stations, jobsite restroom areas, or other enclosed spaces daily with disinfectants that are effective against COVID-19. Frequently clean and disinfect all high touch areas, including entry and exit areas, high traffic areas, restrooms, hand washing areas, , tools, and equipment.
- t. Maintain a daily attendance log of all workers and visitors that includes contact information, including name, phone number, address, and e-mail.
- u. Post a notice in an area visible to all workers and visitors instructing workers and visitors to do the following:
 - i. Do not touch your face with unwashed hands or with gloves.
 - ii. Frequently wash your hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
 - iii. Clean and disinfect frequently touched objects and surfaces such as work stations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
 - iv. Cover your mouth and nose when coughing or sneezing, or cough or sneeze into the crook of your arm at your elbow/sleeve.
 - v. Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms. If you feel sick, or have been exposed to anyone who is sick, stay at home.



- vi. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum six feet at all times. If not possible, wear the necessary PPE for working in close proximity to another person.
- vii. Do not carpool to and from the jobsite with anyone except members of your own household unit, or as necessary for workers who have no alternative means of transportation.
- viii. Do not share phones or PPE.

**APPENDIX B-2: Large Construction Project Safety Protocol**

1. Any construction project meeting any of the following specifications is subject to this Large Construction Project Safety Protocol (“LCP Protocol”), including public works projects unless otherwise specified by the Health Officer:
 - a. For residential construction projects, any single-family, multi-family, senior, student, or other residential construction, renovation, or remodel project consisting of more than 10 units.
 - b. For commercial construction projects, any construction, renovation, or tenant improvement project consisting of more than 20,000 square feet of floor area.
 - c. For construction of Essential Infrastructure, as defined in section 16.c of the Order, any project that requires five or more workers at the jobsite at any one time.
2. The following restrictions and requirements must be in place at all construction job sites subject to this LCP Protocol:
 - a. Comply with all applicable and current laws and regulations including but not limited to OSHA and Cal-OSHA. If there is any conflict, difference or discrepancy between or among applicable laws and regulations and/or this LCP Protocol, the stricter standard will apply.
 - b. Prepare a new or updated Site-Specific Health and Safety Plan to address COVID-19-related issues, post the Plan on-site at all entrances and exits, and produce a copy of the Plan to County governmental authorities upon request. The Plan must be translated as necessary to ensure that all non-English speaking workers are able to understand the Plan.
 - c. Provide personal protective equipment (PPE) specifically for use in construction, including gloves, goggles, face shields, and face coverings as appropriate for the activity being performed. At no time may a contractor secure or use medical-grade PPE, unless required due to the medical nature of a job site. Face Coverings must be worn in compliance with the Health Officer’s Order No. C19-8, dated April 18, 2020, or any subsequently issued or amended order.
 - d. Ensure that employees are trained in the use of PPE. Maintain and make available a log of all PPE training provided to employees and monitor all employees to ensure proper use of the PPE.
 - e. Prohibit sharing of PPE.





- f. Implement social distancing requirements including, at minimum:
- i. Stagger stop- and start-times for shift schedules to reduce the quantity of workers at the jobsite at any one time to the extent feasible.
 - ii. Stagger trade-specific work to minimize the quantity of workers at the jobsite at any one time.
 - iii. Require social distancing by maintaining a minimum six-foot distance between workers at all times, except as strictly necessary to carry out a task associated with the project.
 - iv. Prohibit gatherings of any size on the jobsite, except for safety meetings or as strictly necessary to carry out a task associated with the project.
 - v. Strictly control “choke points” and “high-risk areas” where workers are unable to maintain minimum six-foot social distancing and prohibit or limit use to ensure that minimum six-foot distancing can easily be maintained between workers.
 - vi. Minimize interactions and maintain social distancing with all site visitors, including delivery workers, design professionals and other project consultants, government agency representatives, including building and fire inspectors, and residents at residential construction sites.
 - vii. Prohibit workers from using others’ phones or desks. Any work tools or equipment that must be used by more than one worker must be cleaned with disinfectants that are effective against COVID-19 before use by a new worker.
 - viii. Place wash stations or hand sanitizers that are effective against COVID-19 at entrances to the jobsite and in multiple locations dispersed throughout the jobsite as warranted.
 - ix. Maintain a daily attendance log of all workers and visitors that includes contact information, including name, address, phone number, and email.
 - x. Post a notice in an area visible to all workers and visitors instructing workers and visitors to do the following:
 1. Do not touch your face with unwashed hands or with gloves.
 2. Frequently wash your hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
 3. Clean and disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, machines, shared tools, elevator control buttons, and doorknobs.
 4. Cover your mouth and nose when coughing or sneezing or cough or sneeze into the crook of your arm at your elbow/sleeve.
 5. Do not enter the jobsite if you have a fever, cough, or other COVID-19 symptoms. If you feel sick, or have been exposed to anyone who is sick, stay at home.
 6. Constantly observe your work distances in relation to other staff. Maintain the recommended minimum six-feet distancing at all times. If not possible, wear the necessary PPE for working in close proximity to another person.
 7. Do not share phones or PPE.
 - xi. The notice in section 2.f.x must be translated as necessary to ensure that all non-English speaking workers are able to understand the notice.



- g. Implement cleaning and sanitization practices in accordance with the following:
 - i. Frequently clean and sanitize, in accordance with CDC guidelines, all high-traffic and high-touch areas including, at a minimum: meeting areas, jobsite lunch and break areas, entrances and exits to the jobsite, jobsite trailers, hand-washing areas, tools, equipment, jobsite restroom areas, stairs, elevators, and lifts.
 - ii. Establish a cleaning and decontamination protocol prior to entry and exit of the jobsite and post the protocol at entrances and exits of jobsite.
 - iii. Supply all personnel performing cleaning and sanitization with proper PPE to prevent them from contracting COVID-19. Employees must not share PPE.
 - iv. Establish adequate time in the workday to allow for proper cleaning and decontamination including prior to starting at or leaving the jobsite for the day.
- h. Implement a COVID-19 community spread reduction plan as part of the Site-Specific Health and Safety Plan that includes, at minimum, the following restrictions and requirements:
 - i. Prohibit all carpooling to and from the jobsite except by workers living within the same household unit, or as necessary for workers who have no alternative means of transportation.
 - ii. Cal-OSHA requires employers to provide water, which should be provided in single-serve containers. Prohibit any sharing of any food or beverage and if sharing is observed, the worker must be sent home for the day.
 - iii. Prohibit use of microwaves, water coolers, and other similar shared equipment.
- i. Assign a COVID-19 Safety Compliance Officer (SCO) to the jobsite and ensure the SCO's name is posted on the Site-Specific Health and Safety Plan. The SCO must:
 - i. Ensure implementation of all recommended safety and sanitation requirements regarding the COVID-19 virus at the jobsite.
 - ii. Compile daily written verification that each jobsite is compliant with the components of this LCP Protocol. Each written verification form must be copied, stored, and made immediately available upon request by any County official.
 - iii. Establish a daily screening protocol for arriving staff, to ensure that potentially infected staff do not enter the construction site. If workers leave the jobsite and return the same day, establish a cleaning and decontamination protocol prior to entry and exit of the jobsite. Post the daily screening protocol at all entrances and exit to the jobsite. More information on screening can be found online at: <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>.
 - iv. Conduct daily briefings in person or by teleconference that must cover the following topics:
 - 1. New jobsite rules and pre-job site travel restrictions for the prevention of COVID-19 community spread.
 - 2. Review of sanitation and hygiene procedures.
 - 3. Solicitation of worker feedback on improving safety and sanitation.
 - 4. Coordination of construction site daily cleaning/sanitation requirements.
 - 5. Conveying updated information regarding COVID-19.
 - 6. Emergency protocols in the event of an exposure or suspected exposure to COVID-19.
 - v. Develop and ensure implementation of a remediation plan to address any non-compliance with this LCP Protocol and post remediation plan at entrance and exit of jobsite during



- remediation period. The remediation plan must be translated as necessary to ensure that all non-English speaking workers are able to understand the document.
- vi. The SCO must not permit any construction activity to continue without bringing such activity into compliance with these requirements.
 - vii. Report repeated non-compliance with this LCP Protocol to the appropriate jobsite supervisors and a designated County official.
- j. Assign a COVID-19 Third-Party Jobsite Safety Accountability Supervisor (JSAS) for the jobsite, who at a minimum holds an OSHA-30 certificate and first-aid training within the past two years, who must be trained in the protocols herein and verify compliance, including by visual inspection and random interviews with workers, with this LCP Protocol.
- i. Within seven calendar days of each jobsite visit, the JSAS must complete a written assessment identifying any failure to comply with this LCP Protocol. The written assessment must be copied, stored, and, upon request by the County, sent to a designated County official.
 - ii. If the JSAS discovers that a jobsite is not in compliance with this LCP Protocol, the JSAS must work with the SCO to develop and implement a remediation plan.
 - iii. The JSAS must coordinate with the SCO to prohibit continuation of any work activity not in compliance with rules stated herein until addressed and the continuing work is compliant.
 - iv. The remediation plan must be sent to a designated County official within five calendar days of the JSAS's discovery of the failure to comply.
- k. In the event of a confirmed case of COVID-19 at any jobsite, the following must take place:
- i. Immediately remove the infected individual from the jobsite with directions to seek medical care.
 - ii. Each location the infected worker was at must be decontaminated and sanitized by an outside vendor certified in hazmat clean ups, and work in these locations must cease until decontamination and sanitization is complete.
 - iii. The County Public Health Department must be notified immediately and any additional requirements per the County health officials must be completed, including full compliance with any tracing efforts by the County.
- l. Where construction work occurs within an occupied residential unit, any separate work area must be sealed off from the remainder of the unit with physical barriers such as plastic sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative entry/exit door to the entry/exit door used by residents. Available windows and exhaust fans must be used to ventilate the work area. If residents have access to the work area between workdays, the work area must be cleaned and sanitized at the beginning and at the end of workdays. Every effort must be taken to minimize contact between workers and residents, including maintaining a minimum of six feet of social distancing at all times.
- m. Where construction work occurs within common areas of an occupied residential or commercial building or a mixed-use building in use by on-site employees or residents, any separate work area must be sealed off from the rest of the common areas with physical barriers such as plastic



sheeting or closed doors sealed with tape to the extent feasible. If possible, workers must access the work area from an alternative building entry/exit door to the building entry/exit door used by residents or other users of the building. Every effort must be taken to minimize contact between worker and building residents and users, including maintaining a minimum of six feet of social distancing at all times.

**City of Brisbane
Guadalupe Channel Erosion Control Project**

Mitigation, Monitoring, and Reporting Program

Prepared By:

Circlepoint
200 Webster Street, Suite 200
Oakland, CA 94607

Prepared For:

City of Brisbane
Planning Division
50 Park Place
Brisbane, CA 94005

January 2020

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Table 1 – Mitigation, Monitoring, and Reporting Program

Environmental Factor	Mitigation Measures	Significance After Mitigation	Responsible Entity	Timing
Air Quality	<p>Mitigation Measure AQ-1: During any construction period ground disturbance, the applicant shall ensure that the Project contractor implement measures to control dust and exhaust.</p> <ol style="list-style-type: none"> 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. 3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph). 5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations (CCR)). Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. <p>Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.</p>	Less than Significant	Construction Contractor	During Construction

Environmental Factor	Mitigation Measures	Significance After Mitigation	Responsible Entity	Timing
Biological Resources	<p>Mitigation Measure BIO-1: Prior to dewatering activities in Guadalupe Channel, qualified biologists will use nets to exclude fish from the construction area. During the low end of a falling tide, a block net would be placed at the upper end of the reach to be dewatered. Subsequently, qualified biologists would walk from the upper to lower end of the reach with a net stretched across the channel to encourage fish to move out of the construction area. When the lower end of the construction area is reached, a second block net would be installed to isolate the construction reach. This procedure would be repeated a minimum of three times per dewatered tidal reach to ensure that no fish, including Central California coast steelhead or longfin smelt, remain within the construction area. Mesh size would not exceed 9.5 millimeters to ensure that longfin smelt, as well as all other native fish that may be present in the channel, are adequately excluded from this area. These nets would be maintained in place until the coffer dam has been constructed to isolate the in-channel work area from areas in which fish occur.</p>	Less than Significant	Project Proponent / Qualified Biologist	Prior to Construction

Environmental Factor	Mitigation Measures	Significance After Mitigation	Responsible Entity	Timing
Biological Resources	<p>Mitigation Measure BIO-2: To the extent feasible, construction activities shall be scheduled to avoid the nesting season. If construction activities are scheduled to take place outside the nesting season, all impacts on nesting birds protected under the MBTA and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31.</p> <p>If it is not possible to schedule construction activities between September 1 and January 31, then preconstruction surveys for nesting birds shall be conducted by a qualified ornithologist to ensure that no nests will be disturbed during project implementation. These surveys shall be conducted no more than seven days prior to the initiation of construction activities. During this survey, the ornithologist would inspect all trees and other potential nesting habitats (e.g., trees, shrubs, ruderal grasslands, buildings) in and immediately adjacent to the impact areas for nests.</p> <p>If an active nest is found sufficiently close to work areas to be disturbed by these activities, the ornithologist would determine the extent of a construction-free buffer zone to be established around the nest (typically 300 feet for raptors and 100 feet for other species), to ensure that no nests of species protected by the MBTA and California Fish and Game Code would be disturbed during project implementation.</p> <p>If construction activities cannot be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, and other vegetation) scheduled to for removal by the project may be removed prior to the start of the nesting season (e.g., prior to February 1). This would preclude the initiation of nests in this vegetation, and prevent the potential delay of the project due to the presence of active nests in these substrates.</p>	Less than Significant	Project Proponent / Construction Contractor / Qualified Biologist	Prior to Construction

Environmental Factor	Mitigation Measures	Significance After Mitigation	Responsible Entity	Timing
Biological Resources	Mitigation Measure BIO-3: All disturbed upland and riparian soils would be stabilized and planted with a native seed mix from seed sourced from local genotypes following construction. All straw used as erosion control materials for the project would be certified weed-free. The removed vegetation, much of which is invasive, would be collected and completely removed from the project site. This material would be disposed of in a legally operating landfill so that propagules are not spread to other areas. All equipment used to remove project vegetation would be washed prior to use on another project site.	Less than Significant	Qualified Biologist	During Construction
Cultural Resources	Mitigation Measure CUL-1: If historic or archaeological materials are discovered during ground disturbing activities, project construction would cease within a 50-foot radius of the discovery in order to proceed with the testing and mitigation required under Section 7050.5(b) of the California Health and Safety Code and Section 5097.94 of the Public resources Code of the State of California. The State Historic Preservation Officer would be contacted as soon as possible. Construction in the affected area would not resume until the regulations of the Advisory council on Historic Preservation (36 CFR Part 800) have been satisfied.	Less than Significant	Project Proponent/ Construction Contractor	During Construction
Cultural Resources	Mitigation Measure CUL-2: In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.94 of the Public Resources Code.	Less than Significant	Project Proponent/ Construction Contractor	During Construction

Environmental Factor	Mitigation Measures	Significance After Mitigation	Responsible Entity	Timing
Geology and Soils	Mitigation Measure GEO-1: Prior to the City's approval of a grading plan, a licensed geotechnical engineer shall prepare a design-level geotechnical report outlining site-specific construction methods and recommendations regarding grading activities, fill placement, soil corrosivity, soil expansion, soil compaction, drainage control, and avoidance of seismic hazards, liquefaction, and differential settlement in accordance with current California Building Code requirements or an equivalent standard approved by the City. The report shall require that all subsurface improvements that include any materials susceptible to corrosive effects would be engineered in conformance with the most recently adopted California Building Code requirements including the use of engineered backfill. The report shall also include stability analyses of final design cut and fill slopes, including recommendations for avoidance of slope failure. The final grading plan shall be designed in accordance with requirements of the design-level geotechnical investigation.	Less than Significant	Licensed Geotechnical Engineer / Project Proponent	Prior to Construction
Geology and Soils	Mitigation Measure GEO-2: Discovery of a paleontological specimen during any phase of the Project shall result in a work stoppage in the vicinity of the find until it can be evaluated by a professional paleontologist. Should loss or damage be detected, additional protective measures or further action (e.g., resource removal), as determined by a professional paleontologist, shall be implemented to mitigate the impact.	Less than Significant	Professional Paleontologist / Project Proponent / Construction Contractor	During Construction
Hydrology and Water Quality	Mitigation Measure HYDRO-1: Dewatering procedures would comply with applicable dewatering provisions typically included in a NPDES Permit, which require surface discharges to be clean or relatively pollutant-free. The project must meet effluent screening requirements for potentially harmful pollutants such as sediments, outlying pH levels, and harmful chemicals. Discharge and receiving water requirements, including water quality objectives, are defined in the Water Quality Control Plan for the San Francisco Bay Basin.	Less than Significant	Project Proponent/ Construction Contractor	Prior to Construction

Environmental Factor	Mitigation Measures	Significance After Mitigation	Responsible Entity	Timing
Noise	<p>Mitigation Measure NOISE-1: The project shall comply with the following noise reduction measures during all construction-related activities under the supervision of a qualified acoustical consultant as a pre-requisite to issuance of a grading permit. These attenuation measures shall include all or any combination of the following control strategies:</p> <ul style="list-style-type: none"> • Limit standard construction activities to between 7:00 AM and 7:00 PM Monday through Friday and between 9:00 AM and 7:00 PM on weekends and holidays. No extreme noise-generating activities would be allowed on weekends and holidays; • Equipment and trucks used for construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds); • Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible; this could achieve a reduction of 5 dBA. Quieter procedures, such as use of drills rather than impact tools, shall be used. Individual pieces of construction equipment are prohibited from operating at a noise level in excess of 83 dBA at a distance of 25 feet from the equipment or operating such that the noise level at any point beyond the property line of the project site exceeds 86 dBA. 	Less than Significant	Project Proponent / Construction Contractor	During Construction

File Attachments for Item:

I. Consider Adoption of Resolution No. 2020-30 confirming the pay schedule for the City Manager for fiscal year 2020/2021, that results in a 3% increase in salary, with no change in the other benefits provided in the Employment Agreement.

(This is the implementation of a contract previously approved by Council on July 18, 2019. Mayor to read a prepared statement.)



CITY COUNCIL AGENDA REPORT

Meeting Date: May 21, 2020

From: Michael Roush, Legal Counsel

Subject: Resolution Confirming Pay Schedule for the City Manager
Under the City Manager Employment Agreement

Community Goal

Fiscally Prudent; Community Building

Purpose

Council's approval of this Resolution recognizes the past performance and contribution of City Manager Clay Holstine to the City by confirming the pay schedule that the Council adopted for the City Manager last year when Council approved a City Manager Employment Agreement.

Recommendation

Adopt Resolution No. 2020-30 confirming the pay schedule for the City Manager for fiscal year 2020/2021, that results in a 3% increase in salary, with no change in the other benefits provided in the Employment Agreement.

Background

The City Council hired City Manager Clay Holstine in 1998 and has entered into a series of employment contracts with Mr. Holstine since that time, the most recent of which was in 2019. The 2019 Employment Agreement is attached. That contract set forth a pay schedule for fiscal years 2019/2020, 2020/2021 and for 2021 through December 2021, Mr. Holstine's current anticipated retirement date. For fiscal year 2020/2021, the contract provides for a 3% increase in salary with no change in the benefits.

Discussion

The salient terms of the contract for fiscal year 2020/2021 are as follows:

1. Bi-weekly salary of \$9837.74, effective in July 2020, with an escalator of 3% in July 2021 if approved by Council.
2. 80 hours of administrative leave in August 2020 and 2021
3. Annual goal setting with Council and performance review by Council
4. Continued residence in Brisbane
5. Status of the terms of the City's equity loan to Mr. Holstine unchanged

6. Supplemental retirement benefits through the Public Agency Retirement Service (PARS) for which the City will pay required contributions (1% at 63 Formula)
7. Other benefits the same as Department Heads
8. Term ends on December 31, 2021, the anticipated date of Mr. Holstine's retirement.

Because the City Manager is considered a "Local Agency Executive" under State law, this item must appear on the Council's regular agenda and the salary and other terms and conditions of the employment contract publicly announced at the meeting before Council takes action on the item. See Government Code, section 54953 (c)(3). It is anticipated the Mayor will make such announcement.

Fiscal Impact

There are funds for the City Manager's salary in the City's annual budget.

Measure of Success

Confirmation of the pay schedule for the City Manager.

Attachments

1. Resolution 2020-30
2. July 2019 City Manager Employment Agreement



Michael H. Roush, Legal Counsel

ATTACHMENT 1

RESOLUTION NO. 2020-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONFIRMING THE PAY SCHEDULE FOR THE CITY MANAGER FOR FISCAL YEAR 2020/2021 AS PROVIDED IN THE CITY MANAGER EMPLOYMENT AGREEMENT

Whereas, Clayton Holstine is the appointed City Manager of the City of Brisbane and serves under an Employment Agreement between the City and Mr. Holstine dated July 18, 2019; and

Whereas, the Employment Agreement sets forth the City Manager's salary and benefits and has an Appendix A that sets forth a pay rate and schedule for the City Manager in order to satisfy the requirements of Government Code, section 20636 concerning a publicly available pay schedule; and

Whereas, as provided in the Employment Agreement and pay schedule, the Council may confirm a salary increase of 3% to the City Manager, effective July 2020.

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:

Section 1. The pay schedule for the City Manager for fiscal year 2020/2021 as provided in the City Manager Employment Agreement is confirmed, resulting in a 3% salary increase, effective July 2020.

Section 2. Appendix A to the Employment Agreement sets forth the pay rate and pay schedule for the City Manager's salary, which Appendix satisfies the requirements of a publicly available pay schedule as set forth in Government Code, Section 20636.

Section 3. The City Clerk is directed to post the Employment Agreement, including Appendix A, on the City's website under "City Manager Contract".

Section 4. This resolution shall take effect immediately upon its adoption.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-30 was duly and regularly adopted at the meeting of the Brisbane City Council on May 21, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Ingrid Padilla, City Clerk

ATTACHMENT 2

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made July 18, 2019 between the CITY OF BRISBANE, a municipal corporation ("City"), and CLAYTON L. HOLSTINE ("Employee"):

RECITALS:

A. City desires to continue to employ Employee as City Manager and to establish certain terms and conditions of employment as hereinafter set forth, including the incorporation of amendments to the prior agreement; and

B. Employee desires to accept such employment as City Manager, pursuant to the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Duties.

City employs Employee as City Manager of City, to perform the functions and duties of the City Manager specified in the Brisbane Municipal Code, and as provided by state or federal law, and to perform such other duties, functions, and responsibilities as may from time to time be assigned to Employee by the Brisbane City Council.

2. Hours of Work.

It is recognized that Employee must devote time outside the normal office hours to conduct business of the City. Accordingly, Employee will devote his full time and attention to the performance of Employee's responsibilities as City Manager and shall not engage in any other employment or the conduct of any other business during the term of this Agreement without prior approval of the Brisbane City Council.

3. Term.

a) The term of this agreement shall commence on July 18, 2019 and end of December 30, 2021 subject to the termination provisions in Section 12.

b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Brisbane City Council, acting for City, to terminate the services of Employee at any time subject only to the applicable provisions set forth in Sections 12(a) of this Agreement.

c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time as City Manager, subject only to Section 12(b) of this Agreement.

4. Salary.

- a) Commencing on the first full pay period of July 2019, the bi-weekly base salary will be \$9551.20 (\$20,694.27/monthly; \$119.39/hour). See the attached Appendix A.
- b) The City Council will annually consider a cost-of-living adjustment of three per cent (3%) for the Employee to be effective with the first full pay period after July 1 in 2020 and in 2021 and, if approved, the salary schedule for 2020 and 2021 is set forth in the attached Appendix A.
- c) Notwithstanding subsection b), at the annual review for 2020 (to be conducted in the first six months of 2020), the City Council and Employee will discuss whether to conduct a salary survey for City Managers of selective cities in the San Francisco Bay Area and potential adjustments of the salary schedule in Appendix A. The City Council acknowledges that this provision was also in the previous Employment Agreement but that the Employee voluntarily waived it in 2016 and 2018.

5. Performance and Salary Reviews.

a) Employee and City Council shall meet annually in closed session to conduct a performance evaluation. Employee shall provide a written report to the Council prior to the session. The written report shall outline performance criteria and accomplishments, the status of the organization, organizational issues including but not limited to departmental performance, staffing, budgetary, planning and other issues the employee or the Council in consultation with the employee believe need to be addressed and/or discussed.

b) As part of providing policy direction and leadership to the City and the City Manager, the City Council will participate in an annual goal setting and priority identification workshop with the City Manager.

6. Vacation and Leave Time.

Employee shall be entitled to the same vacation, holidays, longevity and sick leave as provided to full-time department heads of the City of Brisbane, in accordance with the Memorandum of Understanding as negotiated from time to time between such department heads and the City. For the purposes of accounting, for sick leave and vacation these hours will be merged into one bank of time called personal leave. In addition, the Employee shall be entitled annually to 80 hours of administrative leave that shall be credited in August 2019, August 2020 and August

2021; provided, however, that Employee must use such administrative leave in the year in which it is credited or such leave is lost.

7. Insurance, Retirement Benefits and Management Incentive.

- a) Coverage. Employee shall be provided with the same dental, vision, employee assistance program, long term disability and life insurance coverage as well as the same management incentive plans provided to full time department heads of the City of Brisbane, in accordance with the Memorandum of Understanding as negotiated from time to time between such department heads and the City.
- b) Medical Benefits. City shall make the monthly contributions for Employee's health insurance coverage in an amount equal to the cost of the medical plans he selects under the CalPERS Health Benefits Program Coverage which coverage shall include Employee's eligible dependents if he so elects. If Employee selects the "No Plan" option, City shall contribute a sum equal to the "employee only" contribution from the least expensive plan offered by the CalPERS Health Benefits Program.
- c) Public Employees Retirement System. City shall make the employer contributions on behalf of Employee to the California Public Employees Retirement System, pursuant to the 2.7% at 55 formula retirement plan. In the event CalPERS offers an improved retirement program and such program is adopted by the City for department heads (the non-safety employee group), the same benefit shall be provided to the Employee.
- d) Supplemental Retirement Benefits. The City contracted with Public Agency Retirement Services (PARS) in 2005 for a benefit that provides 1% at 63 formula for the Employee, and the City will pay all required contributions to the PARS plan for Employee.
- e) Supplemental Stipend. In recognition of long-term service with the City of Brisbane, Employee upon retirement will receive from the City a monthly stipend. All of the following conditions shall be met for the Employee to be eligible to receive this benefit.
 - (i) The Employee has a total of 10 years or more municipal government experience with the City of Brisbane.
 - (ii) The Employee retires from service with the City of Brisbane.
 - (iii) The effective date of retirement is within one hundred twenty (120) days of separation from the City of Brisbane.

The City will provide for an amount equal to Kaiser Health Insurance for employee, employee plus 1, or employee plus 2 depending on the level of insurance the employee has in retirement. The amount will change to the Medicare supplement once the employee or dependent is eligible for Medicare. If one covered family member is not in Medicare while another is then the employee will receive the

amount in the combined plan. The benefit will continue through the life of the employee. If the employee changes health care carriers the benefit will cease except in the case of PERS health care plans, an employee may change carriers as long as it the health care plan is still within the PERS umbrella. Furthermore, should the Employee waive his participation in the supplemental stipend program, the waiver shall be irrevocable.

8. Place of Residence, City Loans.

a) Employee will maintain his permanent place of residence within the City of Brisbane.

b) The City has provided a housing loan to the Employee since 2008. The loan consists of two parts. First was a loan for \$300,000 which was paid in full in 2016. The second part is a 20% equity share in the Employee's personal residence in Brisbane. The equity share value was \$200,000 at the time of the loan. The Employee has guaranteed repayment of no less than the \$200,000 regardless of the value of the property, which payment is secured by the Employee's 457 Plan retirement funds (held in trust by the City).

c) The employee may pay part or all of the equity share loan balance at any time without penalty. If the equity share loan is to be paid in full at the time of a sale of the property, then the sales price will determine the calculation for the 20% to be paid to the City (For example, if the sales price were \$1,000,000, then the loan amount to be paid in full would be \$200,000). If the equity share loan is to be paid prior to sale of the property, then the parties will mutually select an appraiser and the appraised value will be used to determine the calculation for the 20% to be paid to the City. In all events, the Employee will pay the equity share loan in full within 6 months of Employee's retirement date or resignation, provided, however, if the City terminates the Employee, the Employee will have one year from the termination date to pay the equity share loan in full.

d) Loan documents shall be maintained in the City Clerk's office.

9. Dues and Subscriptions.

Subject to prior budgetary approval by City, City will pay for the professional dues and subscriptions of Employee necessary for full participation in national, regional, state, and local organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City. This includes membership in the International City and County Managers Associations.

10. Professional Development.

a) Subject to prior budgetary approval by City, City will pay the

travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City.

b) Subject to prior budgetary approval by City, City will pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City, consistent with the City's adopted policies related to travel and per diem expenses.

11. Suspension.

After consultation with Employee, City may suspend Employee with full pay and benefits at any time during the term of this Agreement. Such suspension shall not exceed 90 days.

12. Termination and Severance Pay.

a) If the Employee is terminated by the City, the City shall provide a minimum severance payment equal to one year's salary at the then current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the City and the Employee.

The Employee shall also be compensated for all accrued personal leave time, all paid holidays, longevity leave and administrative leave.

For a minimum period of one year following termination, the City shall pay the cost to continue the following benefits:

- i. Health, Dental and Vision Insurance for the Employee.
- ii. Employee Assistance Program.
- iii. Life Insurance.
- iv. Long-term disability.
- v. Out placement services should the Employee desire them in an amount not to exceed \$15,000.

If the Employee is terminated because of a conviction of a felony, then the City is not obligated to pay severance or benefit costs under this section.

b) The Employee may voluntarily resign his position at any time providing that he shall provide to the City at a minimum 30 days' notice. The Employee will endeavor to provide as much additional notice as he may deem appropriate. Upon the effective date of resignation, the Employee shall be

compensated for all accrued personal leave time, all paid holidays and administrative leave.

13. Disability.

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of three (3) consecutive months, or sixty (60) working days over a ninety (90) working day period, City shall have the option to terminate this Agreement, subject to the City's compliance with the Family and Medical Leave Act and Americans With Disabilities Act. Termination pursuant to this Section would not subject City to payment of severance benefits as specified under Section 12 above. However, Employee shall be compensated for any accrued leave time and other accrued benefits on the same basis as any other department head of the City pursuant to the applicable Memorandum of Understanding or the adopted Personnel Rules of the City.

14. Other Terms and Conditions of Employment.

The City Council, in consultation with Employee, shall establish such terms and conditions of employment as it may determine from time to time relating to the performance or compensation of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Brisbane Municipal Code, or any applicable state or federal law.

15. Notices.

Any notice required or permitted to be given pursuant to this Agreement shall be either personally delivered or given by deposit in the U.S. Mail, postage prepaid, addressed as follows:

EMPLOYER: Mayor and Members of the City Council City of Brisbane
50 Park Lane
Brisbane, CA 94005

EMPLOYEE: Clayton L. Holstine
273 Santa Clara Street
Brisbane, CA 94005

Notice shall be deemed given as of the date of personal delivery or three (3) business days after the date of deposit of such written notice in the United States Mail.

16. General Provisions.

a) The text herein shall constitute the entire Agreement between the

parties.

b) This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

c) This Agreement shall become effective on July 18, 2019.

d) If any provision, or any portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Brisbane has caused this Agreement, to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF BRISBANE



By: _____
Madison Davis
Mayor

ATTEST:



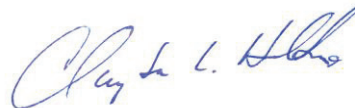
Ingrid Padilla, City Clerk

EMPLOYEE

Approved as to form:



Michael Roush
Legal Counsel



Clayton L. Holstine

CITY OF BRISBANE

Exhibit A

City Manager

Effective Date:
07/18/2019

3.0% Increase

Job Title

City Manager

Monthly
 Bi-
 weekly
 Hourly

Salary

\$20,694.27

\$9,551.20

\$119.39

Effective Date:
07/13/2020

3.0% Increase

Job Title

City Manager

Monthly
 Bi-
 weekly
 Hourly

Salary

\$21,315.09

\$9,837.74

\$122.97

Effective Date:
07/12/2021

3.0% Increase

Job Title

City Manager

Monthly
 Bi-
 weekly
 Hourly

Salary

\$21,954.24

\$10,132.73

\$126.66

File Attachments for Item:

J. Consider Approval of Resolution No. 2020-31 through 2020-41, Adopting Pay Schedules for Fiscal Year 2020/2021.

(This is the implementation of contracts previously approved at a City Council Meeting.)

Appendix A Master Pay Schedule

1. Resolution No. 2020-31 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Confidential Employees Group
2. Resolution No. 2020-32 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Confidential Management Group
3. Resolution No. 2020-33 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Executive Management Group
4. Resolution No. 2020-34 - A Resolution of the City Council of the City Of Brisbane Concerning Wages for the International Association of Firefighters, Local 2400, AFL-CIO
5. Resolution No. 2020-35 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the General Employees Association
6. Resolution No. 2020-36 - A Resolution of the City Council of the City of Brisbane Regarding the Pay Scale for the Hourly Employees
7. Resolution No. 2020-37 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Mid-Management/Professional Employees Group
8. Resolution No. 2020-38 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Police Chief
9. Resolution No. 2020-39 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Police Commander
10. Resolution No. 2020-40 - A Resolution of the City Council of the City of Brisbane Concerning Wages for the Brisbane Police Officers Association
11. Resolution No. 2020-41 - A Resolution of the City Council of the City of Brisbane Adopting Master Pay Schedules for All Employees



CITY COUNCIL AGENDA REPORT

Meeting Date: 05/21/2020

From: Abby Partin, Human Resources Administrator

Subject: Approval of Resolution No. 2020-31 through 2020-41, Adopting Pay Schedules and Master Pay Schedules for Fiscal Year (FY) 2020-21, Effective July 1, 2020 and January 1, 2021.

Community Goal/Result

Fiscally Prudent

Purpose

To ensure qualified, stable and dedicated workforce for the community.

Recommendation

Adopt Resolutions 2020-31, 2020-32, 2020-33, 2020-34, 2020-35, 2020-36, 2020-37, 2020-38, 2020-39, 2020-40, 2020-41 to amend current pay schedules and update master pay schedule for FY 2020-21, effective July 1, 2020 and January 1, 2021.

Background

On November 4, 2016, CalPERS issued Circular Letter 200-050-16, clarifying that pay schedules must comply with Government Code Section 20636 and CCR section 570.5. If an agency does not meet the requirements outlined in GC Section 20636 and CCR section 570.5, CalPERS may determine an amount that may be considered to be the pay rate.

On May 17, 2017, the City began posting a master pay schedule that combines all of the pay schedules, including Council Member and Commissioner Pay, together in one document as the master pay schedule, to avoid possible issues with CalPERS going forward.

In 2019, the City reached an agreement with all of the employee bargaining groups outlining wages, benefits and working conditions for each respective group. Staff has posted both the approved labor agreements and salary information on the City's website to provide the public with access to this information at <https://www.brisbaneca.org/hr/page/labor-agreements> and <https://www.brisbaneca.org/hr/page/salary-information>

Discussion

Staff is presenting for adoption tonight the pay schedule increases for the upcoming FY 2020-21 effective July 1, 2020 and January 1, 2021. Highlights of updates to the upcoming pay schedules that have been approved in the current labor agreements are as follows:

- Confidential Management Employees: The pay schedule will reflect 2% pay increases in both July and January. The current filled position in this group and their respective top step pay rate is the Administrative Services Director at \$101.13 and \$103.15 per hour.

- **Executive Management:** The pay schedule will reflect 2% pay increases in both July and January. The current filled positions in this group and their respective top step pay rates include: City Clerk at \$62.70 and \$63.96 per hour, Community Development Director at \$97.81 and \$99.76 per hour and Public Works Director/City Engineer at \$114.50 and \$116.79 per hour.
- **Police Chief:** The pay schedule will reflect 2% pay increases in July and January. The new pay rate will be \$114.12 and \$116.40 per hour at the top step.
- **International Association of Firefighters, Local 2400:** The pay schedule will reflect a 2.5% pay increase in July and a 2% increase in January for all covered positions.
- **General Employees Association:** The pay schedule will reflect a market adjustment of 6% for the Code Enforcement Officer position effective July 1, 2020 and 2% increases for all covered positions in July and January.
- **Confidential Employees Group and Police Commander:** The pay schedule will reflect 2% pay increases for all covered positions in July and January.
- **Mid-Management/Professional Employees and Brisbane Police Officers Association:** The pay schedule will reflect a 4% increase for all covered positions in July.

Historically, the City Council has approved pay increases for hourly unrepresented employees that mirror the pay increases of represented bargaining groups. In order to continue this practice, staff is asking council to approve a similar 2.0% increase to the pay scales for hourly employees, with the exception of the Intern, Habitat Restoration Aide, Habitat Restoration Lead Worker and Special Assistant positions, in FY 2020-21, to ensure the hourly employees are compensated appropriately and kept in line with their fellow employees in the different bargaining units. The reason for the exceptions are due to set salary ranges for the Intern and Special Assistant positions, and the Habitat Restoration Aide and Habitat Restoration Lead Worker were previously grant funded positions.

Staff recommends City Council approves the attached resolutions, so that the City is in compliance with GC Section 20636 and CCR section 570.5, and able to work towards retaining and attracting the quality and expertise of staff required by Council and the community.

Fiscal Impact

Future increases will be included in the ensuing budget.

Measure of Success

The City is able to recruit and retain a qualified, stable and dedicated workforce.

Attachments

1. CalPERS Circular Letter 200-500-16
2. Resolutions 2020-31, 2020-32, 2020-33, 2020-34, 2020-35, 2020-36, 2020-37, 2020-38, 2020-39, 2020-40 and 2020-41

Abby Partin

Abby Partin, HR Administrator

Clay L. Holstine

Clay Holstine, City Manager



California Public Employees' Retirement System
 P.O. Box 942715
 Sacramento, CA 94229-2715
(888) CalPERS (or **888-225-7377**)
 TTY: (877) 249-7442
www.calpers.ca.gov

Circular Letter: 200-050-16
 Distribution: IV, V, VI, X, XII, XVI

Circular Letter

November 4, 2016

TO: **ALL CALPERS EMPLOYERS**

SUBJECT: **STATUTORY AND REGULATORY REQUIREMENTS FOR COMPENSATION
 EARNABLE AND PUBLICLY AVAILABLE PAY SCHEDULES**

Accurate Payroll reporting is crucial for providing accurate member benefits. The purpose of this letter is to remind employers of the requirements for compensation earnable and publicly available pay schedules.

Compensation Earnable

Only those pay amounts that meet the definition of compensation earnable are used when calculating retirement benefits. For more information about compensation earnable, please refer to the Public Employees' Retirement Law (PERL) Government Code (GC) sections 20636 and 20636.1 which define compensation earnable for State, School, and Public Agency members. Compensation earnable is further clarified by California Code of Regulations (CCR) Section 570.5.

All employers must comply with the compensation earnable provisions and corresponding regulations of the PERL. Where employers fail to comply, pay amounts will be determined to not constitute payrate, and accordingly, CalPERS will be unable to use such pay amounts when calculating members' retirement benefits.

Requirement for Publicly Available Pay Schedules

To meet the definition of compensation earnable, an amount of pay must either constitute payrate or special compensation as defined in the statutes. GC section 20636(d) further requires that payrate and special compensation schedules, ordinances, or similar documents are public records.

Employers must review their pay schedules to verify that all members' pay amounts are included within a publicly available pay schedule.

Compensation Earnable Government Codes

GC section 20636(b)(1) (applicable to Public Agency members) and 20636.1(b)(1) (applicable to School members) require pay amounts to be paid pursuant to publicly available pay schedules. For example, GC section 20636 (b)(1) states:

“Payrate means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. “Payrate,” for a member who is not in a group or class, means the monthly rate of pay or base pay of the member, paid in cash and pursuant to publicly available pay schedules, for services rendered on a full-time basis during normal working hours, subject to the limitations of paragraph (2) of subdivision (e).”

CCR 570.5 specifies the required elements necessary to meet the definition of a publicly available pay schedule as follows:

- (a) For purposes of determining the amount of “compensation earnable” pursuant to GC sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:
 - (1) Has been duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws;
 - (2) Identifies the position title for every employee position;
 - (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
 - (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
 - (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer’s internet website;
 - (6) Indicates an effective date and date of any revisions;
 - (7) Is retained by the employer and available for public inspection for not less than five years; and
 - (8) Does not reference another document in lieu of disclosing the payrate.

All eight (8) requirements must be met in one salary schedule for each member’s pay, in order for CalPERS to approve the pay amount as payrate and reportable compensation earnable.

Publicly Available Pay Schedules Government Code

If an agency cannot provide a document meeting the requirements for a publicly available pay schedule, then CalPERS must determine that the pay amount fails to meet the definition of payrate. CCR 570.5 (b)(1)-(4) outlines the process by which CalPERS may determine a member's payrate when there is no publicly available pay schedule provided.

CCR 570.5 (b) states:

- (b) Whenever an employer fails to meet the requirements of subdivision (a) above, the Board, in its sole discretion, may determine an amount that will be considered to be payrate, taking into consideration all information it deems relevant including, but not limited to, the following:
 - (1) Documents approved by the employer's governing body in accordance with requirements of public meetings laws and maintained by the employer;
 - (2) Last payrate listed on a pay schedule that conforms to the requirements of subdivision (a) with the same employer for the position at issue;
 - (3) Last payrate for the member that is listed on a pay schedule that conforms with the requirements of subdivision (a) with the same employer for a different position;
 - (4) Last payrate for the member in a position that was held by the member and that is listed on a pay schedule that conforms with the requirements of subdivision (a) of a former CalPERS employer.

For assistance or questions, please direct your inquiries to the CalPERS Customer Contact Center at **888 CalPERS** (or **888-225-7377**).

Renee Ostrander, Chief
Employer Account Management Division

RESOLUTION NO 2020-31**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
CONCERNING WAGES FOR THE
CONFIDENTIAL EMPLOYEES GROUP**

WHEREAS, on January 16, 2020, the City Council approved Resolution 2020-10 concerning the Memorandum of Understanding between the City of Brisbane and the Confidential Employees Group ; and

WHEREAS, the current Memorandum of Understanding between the City of Brisbane and the Confidential Employees Group provides for wage increases of 2.0% effective July 1, 2020 and January 1, 2021; and

WHEREAS, the City Council wishes to adopt a new pay schedule for the Confidential Employees Group that reflect the increases;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The pay schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-31 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

Effective Date: 07/01/2020

2.0% Increase

CITY OF BRISBANE

Confidential Employees Group

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Administrative	Monthly	7,142.66	7,497.86	7,874.58	8,266.37	8,681.84
Management Analyst	Bi-Weekly	3,296.61	3,460.55	3,634.42	3,815.25	4,007.00
	Hourly	41.21	43.26	45.43	47.69	50.09
Deputy City Clerk/ Executive Assistant	Monthly	6,722.89	7,058.71	7,411.75	7,784.17	8,171.65
	Bi-weekly	3,102.87	3,257.86	3,420.81	3,592.69	3,771.53
	Hourly	38.79	40.72	42.76	44.91	47.14
Human Resources Administrator	Monthly	11,536.09	12,113.17	12,719.10	13,355.68	14,022.93
	Bi-weekly	5,324.35	5,590.69	5,870.35	6,164.16	6,472.12
	Hourly	66.55	69.88	73.38	77.05	80.90
Senior Human Resources Analyst	Monthly	7,980.06	8,378.31	8,798.09	9,237.24	9,697.92
	Bi-weekly	3,683.11	3,866.91	4,060.66	4,263.34	4,475.96
	Hourly	46.04	48.34	50.76	53.29	55.95

Effective Date: 01/01/2021

2.0% Increase

CITY OF BRISBANE

Confidential Employees Group

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Administrative	Monthly	7,285.52	7,647.82	8,032.07	8,431.70	8,855.48
Management Analyst	Bi-Weekly	3,362.55	3,529.76	3,707.11	3,891.55	4,087.15
	Hourly	42.03	44.12	46.34	48.64	51.09
Deputy City Clerk/ Executive Assistant	Monthly	6,857.34	7,199.88	7,559.99	7,939.85	8,335.09
	Bi-weekly	3,164.93	3,323.02	3,489.22	3,664.55	3,846.96
	Hourly	39.56	41.54	43.62	45.81	48.09
Human Resources Administrator	Monthly	11,766.82	12,355.43	12,973.48	13,622.80	14,303.39
	Bi-weekly	5,430.84	5,702.51	5,987.76	6,287.45	6,601.56
	Hourly	67.89	71.28	74.85	78.59	82.52
Senior Human Resources Analyst	Monthly	8,139.66	8,545.88	8,974.05	9,421.99	9,891.88
	Bi-weekly	3,756.77	3,944.25	4,141.87	4,348.61	4,565.48
	Hourly	46.96	49.30	51.77	54.36	57.07

RESOLUTION NO 2020-32**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
CONCERNING WAGES FOR THE
CONFIDENTIAL MANAGEMENT GROUP**

WHEREAS, on January 16, 2020, the City Council approved Resolution 2020-07 concerning the Memorandum of Understanding between the City of Brisbane and the Confidential Management Group ; and

WHEREAS, the current Memorandum of Understanding between the City of Brisbane and the Confidential Management Group provides for wage increases of 2.0% effective July 1, 2020 and January 1, 2021; and

WHEREAS, the City Council wishes to adopt a new pay schedule for the Confidential Management Group that reflect the increases;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The pay schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-32 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

Effective Date: 07/01/2020

2.0% Increase

CITY OF BRISBANE

Exhibit A

Confidential Management Group

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Administrative Services	Monthly	14,421.05	15,140.67	15,899.24	16,692.66	17,529.14
Director	Bi-Weekly	6,655.87	6,988.00	7,338.11	7,704.30	8,090.37
	Hourly	83.20	87.35	91.73	96.30	101.13
Finance Director	Monthly	13,801.89	14,490.75	15,216.52	15,979.19	16,774.67
	Bi-Weekly	6,370.10	6,688.04	7,023.01	7,375.01	7,742.15
	Hourly	79.63	83.60	87.79	92.19	96.78
Special Council	Hourly	175.04				
Major Development Projects						

Effective Date: 01/01/2021

2.0% Increase

CITY OF BRISBANE

Exhibit A

Confidential Management Group

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Administrative Services	Monthly	14,709.47	15,443.48	16,217.22	17,026.51	17,879.72
Director	Bi-Weekly	6,788.99	7,127.76	7,484.87	7,858.39	8,252.18
	Hourly	84.86	89.10	93.56	98.23	103.15
Finance Director	Monthly	14,077.93	14,780.57	15,520.85	16,298.78	17,110.16
	Bi-Weekly	6,497.51	6,821.80	7,163.47	7,522.51	7,897.00
	Hourly	81.22	85.27	89.54	94.03	98.71
Special Council	Hourly	175.04				
Major Development Projects						

RESOLUTION NO 2020-33**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
CONCERNING WAGES FOR THE
EXECUTIVE MANAGEMENT GROUP**

WHEREAS, on January 16, 2020, the City Council approved Resolution 2020-04 concerning the Memorandum of Understanding between the City of Brisbane and the Executive Management Group; and

WHEREAS, the current Memorandum of Understanding between the City of Brisbane and the Executive Management Group provides for wage increases of 2.0% effective July 1, 2020 and January 1, 2021; and

WHEREAS, the City Council wishes to adopt a new pay schedule for the Executive Management Group that reflect the increases;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The pay schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-33 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

Effective Date: 07/01/2020

2.0% Increase

CITY OF BRISBANE

Executive Management Group

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Assistant to the City Manager	Monthly	11,050.53	11,602.03	12,184.29	12,791.15	13,432.86
	Bi-weekly	5,100.25	5,354.78	5,623.52	5,903.61	6,199.78
	Hourly	63.75	66.93	70.29	73.80	77.50
City Clerk	Monthly	8,941.89	9,389.62	9,858.57	10,352.99	10,868.62
	Bi-weekly	4,127.03	4,333.67	4,550.11	4,778.30	5,016.29
	Hourly	51.59	54.17	56.88	59.73	62.70
Community Development Director	Monthly	13,945.40	14,642.47	15,376.44	16,145.26	16,953.03
	Bi-weekly	6,436.34	6,758.06	7,096.82	7,451.66	7,824.48
	Hourly	80.45	84.48	88.71	93.15	97.81
Director of Marina and Aquatic Services	Monthly	9,256.61	9,719.96	10,205.85	10,716.35	11,251.45
	Bi-weekly	4,272.28	4,486.13	4,710.39	4,946.01	5,192.98
	Hourly	53.40	56.08	58.88	61.83	64.91
Marina Services Director	Monthly	8,651.81	9,084.40	9,539.54	10,015.19	10,517.48
	Bi-weekly	3,993.14	4,192.80	4,402.87	4,622.39	4,854.22
	Hourly	49.91	52.41	55.04	57.78	60.68
Parks & Recreation Director	Monthly	13,297.54	13,963.86	14,660.92	15,392.84	16,163.71
	Bi-weekly	6,137.33	6,444.86	6,766.58	7,104.39	7,460.17
	Hourly	76.72	80.56	84.58	88.80	93.25
Public Works Director/ City Engineer	Monthly	16,327.73	17,143.70	17,998.63	18,900.72	19,845.85
	Bi-weekly	7,535.87	7,912.48	8,307.06	8,723.41	9,159.63
	Hourly	94.20	98.91	103.84	109.04	114.50

Effective Date: 01/01/2021

2.0% Increase

CITY OF BRISBANE

Executive Management Group

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Assistant to the City Manager	Monthly	11,271.54	11,834.07	12,427.97	13,046.97	13,701.51
	Bi-weekly	5,202.25	5,461.88	5,735.99	6,021.68	6,323.77
	Hourly	65.03	68.27	71.70	75.27	79.05
City Clerk	Monthly	9,120.73	9,577.41	10,055.74	10,560.05	11,085.99
	Bi-weekly	4,209.57	4,420.34	4,641.11	4,873.87	5,116.61
	Hourly	52.62	55.25	58.01	60.92	63.96
Community Development Director	Monthly	14,224.31	14,935.32	15,683.97	16,468.16	17,292.10
	Bi-weekly	6,565.07	6,893.22	7,238.75	7,600.69	7,980.97
	Hourly	82.06	86.17	90.48	95.01	99.76
Director of Marina and Aquatic Services	Monthly	9,441.75	9,914.36	10,409.97	10,930.68	11,476.48
	Bi-weekly	4,357.73	4,575.86	4,804.60	5,044.93	5,296.84
	Hourly	54.47	57.20	60.06	63.06	66.21
Marina Services Director	Monthly	8,824.84	9,266.09	9,730.33	10,215.49	10,727.83
	Bi-weekly	4,073.01	4,276.66	4,490.92	4,714.84	4,951.31
	Hourly	50.91	53.46	56.14	58.94	61.89
Parks & Recreation Director	Monthly	13,563.49	14,243.13	14,954.14	15,700.70	16,486.98
	Bi-weekly	6,260.07	6,573.75	6,901.91	7,246.47	7,609.38
	Hourly	78.25	82.17	86.27	90.58	95.12
Public Works Director/ City Engineer	Monthly	16,654.28	17,486.58	18,358.60	19,278.73	20,242.77
	Bi-weekly	7,686.59	8,070.73	8,473.20	8,897.88	9,342.82
	Hourly	96.08	100.88	105.92	111.22	116.79

RESOLUTION NO 2020-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING WAGES FOR THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2400, AFL-CIO

WHEREAS, on April 16, 2020, the City Council approved Resolution 2020-09 concerning the Memorandum of Understanding between the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO; and

WHEREAS, the current Memorandum of Understanding between the City of Brisbane and the International Association of Firefighters, Local 2400, AFL-CIO provides for wage increases of 2.5% effective July 1, 2020 and 2.0% effective January 1, 2021; and

WHEREAS, the City Council wishes to adopt a new pay schedule for the International Association of Firefighters, Local 2400, AFL-CIO that reflect the increases;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The pay schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-34 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

Effective Date: 07/01/2020

2.5% Increase

CITY OF BRISBANE

International Assoc. of Firefighters, Local 2400

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Firefighter	Monthly	7,950.53	8,347.49	8,764.99	9,199.77	9,660.62
	Bi-weekly	3,669.48	3,852.69	4,045.38	4,246.05	4,458.75
	Hourly	32.76	34.40	36.12	37.91	39.81
Firefighter/Paramedic	Monthly	7,950.53	8,347.49	8,764.99	9,199.77	9,660.62
	Bi-weekly	3,669.48	3,852.69	4,045.38	4,246.05	4,458.75
	Hourly	32.76	34.40	36.12	37.91	39.81
Fire Captain	Monthly	9,501.20	9,970.51	10,475.08	10,996.80	11,547.55
	Bi-weekly	4,385.17	4,601.78	4,834.65	5,075.45	5,329.64
	Hourly	39.15	41.09	43.17	45.32	47.59
Fire Prevention Officer	Monthly	8,364.17	8,785.26	9,223.37	9,682.98	10,167.44
	Bi-weekly	3,860.39	4,054.74	4,256.94	4,469.07	4,692.66
	Hourly	48.25	50.68	53.21	55.86	58.66
Fire Trainee	Monthly	3,954.08				
	Bi-weekly	1,824.96				
	Hourly	22.81				

1 - Hourly wage for Firefighter, Firefighter/Paramedic and Fire Captain are calculated on a 56-hour workweek.

2 - Hourly wage for Fire Prevention Officer and Fire Trainee is calculated on a 40-hour workweek.

3 - Base Salary includes holiday compensation at the rate of 6.0% for Firefighter & Firefighter/Paramedic.

Effective Date: 01/01/2021

2.0% Increase

CITY OF BRISBANE

International Assoc. of Firefighters, Local 2400

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Firefighter	Monthly	8,109.54	8,514.44	8,940.29	9,383.77	9,853.84
	Bi-weekly	3,742.87	3,929.74	4,126.29	4,330.97	4,547.92
	Hourly	33.42	35.09	36.84	38.67	40.61
Firefighter/Paramedic	Monthly	8,109.54	8,514.44	8,940.29	9,383.77	9,853.84
	Bi-weekly	3,742.87	3,929.74	4,126.29	4,330.97	4,547.92
	Hourly	33.42	35.09	36.84	38.67	40.61
Fire Captain	Monthly	9,691.22	10,169.92	10,684.58	11,216.74	11,778.50
	Bi-weekly	4,472.87	4,693.81	4,931.35	5,176.96	5,436.23
	Hourly	39.94	41.91	44.03	46.22	48.54
Fire Prevention Officer	Monthly	8,531.46	8,960.97	9,407.84	9,876.64	10,370.78
	Bi-weekly	3,937.60	4,135.83	4,342.08	4,558.45	4,786.52
	Hourly	49.22	51.70	54.28	56.98	59.83
Fire Trainee	Monthly	4,033.16				
	Bi-weekly	1,861.46				
	Hourly	23.27				

1 - Hourly wage for Firefighter, Firefighter/Paramedic and Fire Captain are calculated on a 56-hour workweek.

2 - Hourly wage for Fire Prevention Officer and Fire Trainee is calculated on a 40-hour workweek.

3 - Base Salary includes holiday compensation at the rate of 6.0% for Firefighter & Firefighter/Paramedic.

RESOLUTION NO 2020-35**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE
CONCERNING WAGES FOR THE
GENERAL EMPLOYEES ASSOCIATION**

WHEREAS, on January 16, 2020, the City Council approved Resolution 2020-11 concerning the Memorandum of Understanding between the City of Brisbane and the General Employees Association; and

WHEREAS, the current Memorandum of Understanding between the City of Brisbane and the General Employees Association provides for wage increases of 2.0% effective July 1, 2020 and January 1, 2021; and

WHEREAS, the City Council wishes to adopt a new pay schedule for the General Employees Association that reflect the increases;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The pay schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-35 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Accounting Assistant I	Monthly	4,241.85	4,455.07	4,678.54	4,912.26	5,158.28
	Bi-weekly	1,957.78	2,056.18	2,159.32	2,267.20	2,380.75
	Hourly	24.47	25.70	26.99	28.34	29.76
Accounting Assistant II	Monthly	4,670.34	4,904.06	5,150.08	5,406.36	5,676.98
	Bi-weekly	2,155.54	2,263.41	2,376.96	2,495.24	2,620.14
	Hourly	26.94	28.29	29.71	31.19	32.75
Administrative Assistant	Monthly	5,611.37	5,892.25	6,185.43	6,495.01	6,820.99
	Bi-weekly	2,589.87	2,719.50	2,854.81	2,997.70	3,148.15
	Hourly	32.37	33.99	35.69	37.47	39.35
Assistant Engineer I	Monthly	6,533.96	6,861.99	7,204.37	7,565.21	7,942.44
	Bi-weekly	3,015.67	3,167.07	3,325.10	3,491.63	3,665.74
	Hourly	37.70	39.59	41.56	43.65	45.82
Assistant Engineer II	Monthly	7,187.97	7,544.71	7,923.99	8,319.68	8,735.87
	Bi-weekly	3,317.53	3,482.17	3,657.23	3,839.85	4,031.94
	Hourly	41.47	43.53	45.72	48.00	50.40
Associate Planner	Monthly	7,561.11	7,940.39	8,338.13	8,754.32	9,193.06
	Bi-weekly	3,489.74	3,664.80	3,848.37	4,040.45	4,242.95
	Hourly	43.62	45.81	48.10	50.51	53.04
Code Enforcement Officer*	Monthly	6,097.66	6,402.78	6,721.98	7,057.61	7,412.01
	Bi-weekly	2,814.30	2,955.13	3,102.45	3,257.36	3,420.93
	Hourly	35.18	36.94	38.78	40.72	42.76
Community Development Technician	Monthly	5,726.19	6,011.16	6,312.54	6,628.27	6,958.35
	Bi-weekly	2,642.85	2,774.38	2,913.48	3,059.20	3,211.55
	Hourly	33.04	34.68	36.42	38.24	40.14
Community Service Officer	Monthly	4,991.38	5,314.10	5,579.80	5,858.79	6,151.07
	Bi-weekly	2,303.71	2,452.66	2,575.29	2,704.06	2,838.95
	Hourly	28.80	30.66	32.19	33.80	35.49
Engineering Technician	Monthly	6,298.19	6,613.92	6,944.00	7,288.43	7,655.42
	Bi-weekly	2,906.86	3,052.58	3,204.92	3,363.89	3,533.27
	Hourly	36.34	38.16	40.06	42.05	44.17
Executive Administrative Assistant	Monthly	5,816.39	6,105.47	6,410.95	6,732.83	7,069.06
	Bi-weekly	2,684.49	2,817.91	2,958.90	3,107.46	3,262.64
	Hourly	33.56	35.22	36.99	38.84	40.78
Human Resources Technician	Monthly	5,726.19	6,011.16	6,312.54	6,628.27	6,958.35
	Bi-weekly	2,642.85	2,774.38	2,913.48	3,059.20	3,211.55
	Hourly	33.04	34.68	36.42	38.24	40.14

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Marina Maintenance Worker I	Monthly	4,910.21	5,154.18	5,412.51	5,683.13	5,968.11
	Bi-weekly	2,266.25	2,378.85	2,498.08	2,622.98	2,754.51
	Hourly	28.33	29.74	31.23	32.79	34.43
Marina Maintenance Worker II	Monthly	5,400.20	5,668.78	5,953.76	6,248.98	6,562.66
	Bi-weekly	2,492.40	2,616.36	2,747.89	2,884.15	3,028.92
	Hourly	31.16	32.70	34.35	36.05	37.86
Office Assistant	Monthly	4,500.17	4,717.49	4,953.26	5,201.34	5,463.76
	Bi-weekly	2,077.00	2,177.30	2,286.12	2,400.62	2,521.74
	Hourly	25.96	27.22	28.58	30.01	31.52
Office Specialist	Monthly	5,275.14	5,537.57	5,816.39	6,105.47	6,410.95
	Bi-weekly	2,434.68	2,555.80	2,684.49	2,817.91	2,958.90
	Hourly	30.43	31.95	33.56	35.22	36.99
Parks/Facilities Maintenance Maintenance Worker I	Monthly	4,910.21	5,154.18	5,412.51	5,683.13	5,968.11
	Bi-weekly	2,266.25	2,378.85	2,498.08	2,622.98	2,754.51
	Hourly	28.33	29.74	31.23	32.79	34.43
Parks/Facilities Maintenance Maintenance Worker II	Monthly	5,400.20	5,668.78	5,953.76	6,248.98	6,562.66
	Bi-weekly	2,492.40	2,616.36	2,747.89	2,884.15	3,028.92
	Hourly	31.16	32.70	34.35	36.05	37.86
Payroll and Utility Billing Technician	Monthly	5,726.19	6,011.16	6,312.54	6,628.27	6,958.35
	Bi-weekly	2,642.85	2,774.38	2,913.48	3,059.20	3,211.55
	Hourly	33.04	34.68	36.42	38.24	40.14
Public Works Inspector	Monthly	8,057.25	8,461.14	8,883.48	9,326.32	9,793.77
	Bi-weekly	3,718.73	3,905.14	4,100.07	4,304.46	4,520.20
	Hourly	46.48	48.81	51.25	53.81	56.50
Public Works Lead Maintenance Worker	Monthly	6,480.66	6,804.59	7,142.87	7,501.65	7,874.79
	Bi-weekly	2,991.07	3,140.58	3,296.71	3,462.30	3,634.52
	Hourly	37.39	39.26	41.21	43.28	45.43
Public Works Maintenance Worker I	Monthly	4,910.21	5,154.18	5,412.51	5,683.13	5,968.11
	Bi-weekly	2,266.25	2,378.85	2,498.08	2,622.98	2,754.51
	Hourly	28.33	29.74	31.23	32.79	34.43
Public Works Maintenance Worker II	Monthly	5,400.20	5,668.78	5,953.76	6,248.98	6,562.66
	Bi-weekly	2,492.40	2,616.36	2,747.89	2,884.15	3,028.92
	Hourly	31.16	32.70	34.35	36.05	37.86
Receptionist	Monthly	4,494.02	4,717.49	4,953.26	5,201.34	5,463.76
	Bi-weekly	2,074.16	2,177.30	2,286.12	2,400.62	2,521.74
	Hourly	25.93	27.22	28.58	30.01	31.52
Recreation Program Coordinator	Monthly	4,984.18	5,318.53	5,584.23	5,863.22	6,155.50
	Bi-weekly	2,300.39	2,454.70	2,577.34	2,706.10	2,841.00
	Hourly	28.75	30.68	32.22	33.83	35.51
Senior Accounting Assistant	Monthly	5,289.49	5,556.02	5,832.80	6,125.97	6,429.40
	Bi-weekly	2,441.31	2,564.32	2,692.06	2,827.37	2,967.42
	Hourly	30.52	32.05	33.65	35.34	37.09

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Accounting Assistant I	Monthly	4,326.68	4,544.17	4,772.11	5,010.50	5,261.45
	Bi-weekly	1,996.93	2,097.31	2,202.51	2,312.54	2,428.36
	Hourly	24.96	26.22	27.53	28.91	30.35
Accounting Assistant II	Monthly	4,763.74	5,002.14	5,253.08	5,514.48	5,790.52
	Bi-weekly	2,198.65	2,308.68	2,424.50	2,545.15	2,672.55
	Hourly	27.48	28.86	30.31	31.81	33.41
Administrative Assistant	Monthly	5,723.60	6,010.10	6,309.14	6,624.91	6,957.41
	Bi-weekly	2,641.66	2,773.89	2,911.91	3,057.65	3,211.11
	Hourly	33.02	34.67	36.40	38.22	40.14
Assistant Engineer I	Monthly	6,664.64	6,999.23	7,348.46	7,716.51	8,101.29
	Bi-weekly	3,075.99	3,230.41	3,391.60	3,561.47	3,739.06
	Hourly	38.45	40.38	42.39	44.52	46.74
Assistant Engineer II	Monthly	7,331.73	7,695.60	8,082.47	8,486.07	8,910.58
	Bi-weekly	3,383.88	3,551.82	3,730.37	3,916.65	4,112.58
	Hourly	42.30	44.40	46.63	48.96	51.41
Associate Planner	Monthly	7,712.33	8,099.20	8,504.89	8,929.40	9,376.92
	Bi-weekly	3,559.54	3,738.09	3,925.33	4,121.26	4,327.81
	Hourly	44.49	46.73	49.07	51.52	54.10
Code Enforcement Officer	Monthly	6,219.61	6,530.83	6,856.42	7,198.76	7,560.25
	Bi-weekly	2,870.59	3,014.23	3,164.50	3,322.50	3,489.35
	Hourly	35.88	37.68	39.56	41.53	43.62
Community Development Technician	Monthly	5,840.71	6,131.39	6,438.79	6,760.83	7,097.52
	Bi-weekly	2,695.71	2,829.87	2,971.75	3,120.39	3,275.78
	Hourly	33.70	35.37	37.15	39.00	40.95
Community Service Officer	Monthly	5,091.20	5,420.38	5,691.40	5,975.97	6,274.09
	Bi-weekly	2,349.79	2,501.71	2,626.80	2,758.14	2,895.73
	Hourly	29.37	31.27	32.83	34.48	36.20
Engineering Technician	Monthly	6,424.15	6,746.20	7,082.88	7,434.20	7,808.52
	Bi-weekly	2,964.99	3,113.63	3,269.02	3,431.17	3,603.93
	Hourly	37.06	38.92	40.86	42.89	45.05
Executive Administrative Assistant	Monthly	5,932.72	6,227.58	6,539.17	6,867.49	7,210.44
	Bi-weekly	2,738.18	2,874.27	3,018.08	3,169.61	3,327.90
	Hourly	34.23	35.93	37.73	39.62	41.60
Human Resources Technician	Monthly	5,840.71	6,131.39	6,438.79	6,760.83	7,097.52
	Bi-weekly	2,695.71	2,829.87	2,971.75	3,120.39	3,275.78
	Hourly	33.70	35.37	37.15	39.00	40.95

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Marina Maintenance Worker I	Monthly	5,008.41	5,257.27	5,520.76	5,796.79	6,087.47
	Bi-weekly	2,311.58	2,426.43	2,548.04	2,675.44	2,809.60
	Hourly	28.89	30.33	31.85	33.44	35.12
Marina Maintenance Worker II	Monthly	5,508.21	5,782.16	6,072.83	6,373.96	6,693.92
	Bi-weekly	2,542.25	2,668.69	2,802.85	2,941.83	3,089.50
	Hourly	31.78	33.36	35.04	36.77	38.62
Office Assistant	Monthly	4,590.17	4,811.84	5,052.33	5,305.36	5,573.04
	Bi-weekly	2,118.54	2,220.85	2,331.84	2,448.63	2,572.17
	Hourly	26.48	27.76	29.15	30.61	32.15
Office Specialist	Monthly	5,380.65	5,648.32	5,932.72	6,227.58	6,539.17
	Bi-weekly	2,483.38	2,606.92	2,738.18	2,874.27	3,018.08
	Hourly	31.04	32.59	34.23	35.93	37.73
Parks/Facilities Maintenance Maintenance Worker I	Monthly	5,008.41	5,257.27	5,520.76	5,796.79	6,087.47
	Bi-weekly	2,311.58	2,426.43	2,548.04	2,675.44	2,809.60
	Hourly	28.89	30.33	31.85	33.44	35.12
Parks/Facilities Maintenance Maintenance Worker II	Monthly	5,508.21	5,782.16	6,072.83	6,373.96	6,693.92
	Bi-weekly	2,542.25	2,668.69	2,802.85	2,941.83	3,089.50
	Hourly	31.78	33.36	35.04	36.77	38.62
Payroll and Utility Billing Technician	Monthly	5,840.71	6,131.39	6,438.79	6,760.83	7,097.52
	Bi-weekly	2,695.71	2,829.87	2,971.75	3,120.39	3,275.78
	Hourly	33.70	35.37	37.15	39.00	40.95
Public Works Inspector	Monthly	8,218.40	8,630.36	9,061.15	9,512.85	9,989.64
	Bi-weekly	3,793.11	3,983.24	4,182.07	4,390.55	4,610.60
	Hourly	47.41	49.79	52.28	54.88	57.63
Public Works Lead Maintenance Worker	Monthly	6,610.27	6,940.68	7,285.72	7,651.68	8,032.28
	Bi-weekly	3,050.89	3,203.39	3,362.64	3,531.55	3,707.21
	Hourly	38.14	40.04	42.03	44.14	46.34
Public Works Maintenance Worker I	Monthly	5,008.41	5,257.27	5,520.76	5,796.79	6,087.47
	Bi-weekly	2,311.58	2,426.43	2,548.04	2,675.44	2,809.60
	Hourly	28.89	30.33	31.85	33.44	35.12
Public Works Maintenance Worker II	Monthly	5,508.21	5,782.16	6,072.83	6,373.96	6,693.92
	Bi-weekly	2,542.25	2,668.69	2,802.85	2,941.83	3,089.50
	Hourly	31.78	33.36	35.04	36.77	38.62
Receptionist	Monthly	4,583.90	4,811.84	5,052.33	5,305.36	5,573.04
	Bi-weekly	2,115.65	2,220.85	2,331.84	2,448.63	2,572.17
	Hourly	26.45	27.76	29.15	30.61	32.15
Recreation Program Coordinator	Monthly	5,083.87	5,424.90	5,695.91	5,980.48	6,278.61
	Bi-weekly	2,346.40	2,503.80	2,628.88	2,760.22	2,897.82
	Hourly	29.33	31.30	32.86	34.50	36.22
Senior Accounting Assistant	Monthly	5,395.28	5,667.14	5,949.45	6,248.49	6,557.99
	Bi-weekly	2,490.13	2,615.60	2,745.90	2,883.92	3,026.76
	Hourly	31.13	32.70	34.32	36.05	37.83

RESOLUTION NO 2020-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING THE PAYSCALE FOR THE HOURLY EMPLOYEES

WHEREAS, the City Manager has recommended the following salary adjustments to the pay plan for hourly employees:

1) Effective July 1, 2020 and January 1, 2021, all positions on the Hourly Employees pay scale will be adjusted by 2.0%, with the exception of Habitat Restoration Aide, Habitat Restoration Lead Worker, Intern and Special Assistant, and

2) The terms of this Resolution shall be subject to review and modification if the State of California or the Federal government through executive or legislative action substantially affects the ability of the City to provide funding for City Council adopted services. This review and modification may also be exercised in the event there is a recession (as declared by the National Bureau of Economic Research);

WHEREAS, the City Council wishes to adopt a new pay plan for such employees effective July 1, 2020 and January 1, 2021;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The pay schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-36 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Cashier	Hourly	12.99	13.64	14.32	15.03	15.79
Crossing Guard	Hourly	13.05	13.70	14.39	15.10	15.86
Facility Attendant	Hourly	16.65	17.48	18.36	19.28	20.24
Habitat Restoration Aide	Hourly	12.00				
Habitat Restoration Lead Worker	Hourly	15.00				
Head Lifeguard	Hourly	19.97	20.97	22.01	23.12	24.27
History Project Assistant	Hourly	33.79	35.48	37.26	39.12	41.08
Intern	Hourly	Minimum	15.00		Maximum	20.00
Lifeguard	Hourly	15.15	15.91	16.70	17.54	18.40
Management Analyst (PT)	Hourly	37.36	39.25	41.20	43.26	45.42
Marina Maintenance Worker I (PT)	Hourly	28.88	30.33	31.84	33.45	35.12
Marina Maintenance Worker II (PT)	Hourly	31.76	33.38	35.01	36.75	38.62
Office Assistant	Hourly	26.44	27.75	29.13	30.61	32.14
Office Specialist	Hourly	31.05	32.59	34.22	35.93	37.73
Parks/Facilities Maintenance Worker I (PT)	Hourly	28.88	30.33	31.84	33.45	35.12
Pre-School Teacher	Hourly	16.75	17.60	18.48	19.41	20.38
Public Service Aide	Hourly	14.90	15.66	16.43	17.25	18.12
Public Works Maintenance Worker I (PT)	Hourly	28.88	30.33	31.84	33.45	35.12
Receptionist	Hourly	26.44	27.75	29.13	30.61	32.14
Recreation Leader	Hourly	16.72	17.56	18.44	19.35	20.32
Recreation Leader Aide	Hourly	12.99	13.64	14.32	15.03	15.79
Reserve Police Officer	Hourly	30.73	32.27	33.88	35.57	37.35
Senior Recreation Leader	Hourly	21.46	22.53	23.66	24.84	26.09
Special Assistant	Hourly	Minimum	12.00		Maximum	75.00
Swim Instructor	Hourly	16.52	17.35	18.23	19.14	20.10
Teen Coordinator	Hourly	17.10	17.95	18.86	19.80	20.77
Van Driver	Hourly	15.54	16.33	17.15	18.01	18.91

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Cashier	Hourly	13.25	13.91	14.61	15.34	16.11
Crossing Guard	Hourly	13.31	13.97	14.68	15.41	16.18
Facility Attendant	Hourly	16.99	17.83	18.72	19.67	20.64
Habitat Restoration Aide	Hourly	12.00				
Habitat Restoration Lead Worker	Hourly	15.00				
Head Lifeguard	Hourly	20.37	21.39	22.45	23.59	24.76
History Project Assistant	Hourly	34.47	36.19	38.00	39.90	41.90
Intern	Hourly	Minimum	15.00		Maximum	20.00
Lifeguard	Hourly	15.45	16.23	17.04	17.89	18.77
Management Analyst (PT)	Hourly	38.11	40.03	42.02	44.12	46.33
Marina Maintenance Worker I (PT)	Hourly	29.46	30.93	32.48	34.12	35.82
Marina Maintenance Worker II (PT)	Hourly	32.39	34.05	35.71	37.48	39.39
Office Assistant	Hourly	26.96	28.30	29.72	31.22	32.78
Office Specialist	Hourly	31.67	33.24	34.90	36.65	38.49
Parks/Facilities Maintenance Worker I (PT)	Hourly	29.46	30.93	32.48	34.12	35.82
Pre-School Teacher	Hourly	17.08	17.95	18.84	19.80	20.79
Public Service Aide	Hourly	15.20	15.97	16.76	17.59	18.48
Public Works Maintenance Worker I (PT)	Hourly	29.46	30.93	32.48	34.12	35.82
Receptionist	Hourly	26.96	28.30	29.72	31.22	32.78
Recreation Leader	Hourly	17.06	17.91	18.81	19.74	20.73
Recreation Leader Aide	Hourly	13.25	13.91	14.61	15.34	16.11
Reserve Police Officer	Hourly	31.34	32.91	34.55	36.28	38.10
Senior Recreation Leader	Hourly	21.89	22.98	24.13	25.34	26.61
Special Assistant	Hourly	Minimum	12.00		Maximum	75.00
Swim Instructor	Hourly	16.85	17.70	18.59	19.52	20.50
Teen Coordinator	Hourly	17.44	18.31	19.23	20.19	21.19
Van Driver	Hourly	15.85	16.66	17.49	18.37	19.29

RESOLUTION NO 2020-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING WAGES FOR THE MID-MANAGEMENT/PROFESSIONAL EMPLOYEES GROUP

WHEREAS, on January 16, 2020, the City Council approved Resolution 2020-08 concerning the Memorandum of Understanding between the City of Brisbane and the Mid-Management/Professional Employees Group; and

WHEREAS, the current Memorandum of Understanding between the City of Brisbane and the Mid-Management/Professional Employees Group provides for a wage increase of 4.0% effective July 1, 2020; and

WHEREAS, the City Council wishes to adopt a new pay schedule for the Mid-Management/Professional Employees Group that reflect the increase;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The pay schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-37 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

Effective Date: 07/1/2020

4.0% Increase

CITY OF BRISBANE

Exhibit A

Mid-Management/Professional

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Associate Civil Engineer	Monthly	8,729.63	9,164.39	9,622.82	10,104.93	10,610.72
	Bi-weekly	4,029.06	4,229.72	4,441.30	4,663.82	4,897.25
	Hourly	50.36	52.87	55.52	58.30	61.22
Communications Manager	Monthly	8,520.86	8,968.53	9,439.88	9,937.06	10,460.06
	Bi-weekly	3,932.70	4,139.32	4,356.87	4,586.33	4,827.72
	Hourly	49.16	51.74	54.46	57.33	60.35
Deputy Director of Public Works	Monthly	12,883.52	13,527.05	14,205.02	14,915.27	15,659.96
	Bi-weekly	5,946.24	6,243.25	6,556.16	6,883.97	7,227.67
	Hourly	74.33	78.04	81.95	86.05	90.35
Deputy Finance Director	Monthly	11,531.66	12,108.51	12,714.21	13,350.55	14,017.54
	Bi-weekly	5,322.30	5,588.54	5,868.10	6,161.79	6,469.63
	Hourly	66.53	69.86	73.35	77.02	80.87
Financial Services Manager	Monthly	9,960.73	10,457.91	10,980.91	11,531.89	12,108.70
	Bi-weekly	4,597.26	4,826.73	5,068.11	5,322.41	5,588.63
	Hourly	57.47	60.33	63.35	66.53	69.86
Harbormaster	Monthly	8,032.29	8,432.61	8,854.46	9,297.83	9,762.72
	Bi-weekly	3,707.21	3,891.98	4,086.67	4,291.31	4,505.87
	Hourly	46.34	48.65	51.08	53.64	56.32
Information Technology & Systems Administrator	Monthly	8,781.28	9,220.35	9,680.93	10,165.20	10,675.29
	Bi-weekly	4,052.90	4,255.55	4,468.12	4,691.63	4,927.05
	Hourly	50.66	53.19	55.85	58.65	61.59
Principal Planner	Monthly	10,853.92	11,396.30	11,966.65	12,564.98	13,193.45
	Bi-weekly	5,009.50	5,259.83	5,523.07	5,799.22	6,089.28
	Hourly	62.62	65.75	69.04	72.49	76.12
Program Manager - San Mateo Countywide Water Pollution Prevention Program	Monthly	10,735.55	11,273.62	11,837.51	12,429.39	13,051.40
	Bi-weekly	4,954.87	5,203.21	5,463.47	5,736.64	6,023.72
	Hourly	61.94	65.04	68.29	71.71	75.30
Public Works Superintendent	Monthly	10,683.89	11,217.66	11,779.40	12,369.13	12,986.83
	Bi-Weekly	4,931.03	5,177.38	5,436.65	5,708.83	5,993.92
	Hourly	61.64	64.72	67.96	71.36	74.92
Public Works Supervisor	Monthly	8,165.73	8,574.67	9,002.97	9,452.79	9,926.29
	Bi-Weekly	3,768.80	3,957.54	4,155.22	4,362.83	4,581.37
	Hourly	47.11	49.47	51.94	54.54	57.27

Effective Date: 07/1/2020

4.0% Increase

CITY OF BRISBANE

Exhibit A

Mid-Management/Professional

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Public Works Team Leader	Monthly	7,408.13	7,797.69	8,208.78	8,641.39	9,095.52
	Bi-Weekly	3,419.14	3,598.94	3,788.67	3,988.33	4,197.93
	Hourly	42.74	44.99	47.36	49.85	52.47
Recreation Manager	Monthly	10,048.97	10,550.45	11,077.76	11,633.05	12,214.16
	Bi-weekly	4,637.99	4,869.44	5,112.81	5,369.10	5,637.31
	Hourly	57.97	60.87	63.91	67.11	70.47
Recreation Supervisor	Monthly	7,423.20	7,797.69	8,185.10	8,594.04	9,024.49
	Bi-weekly	3,426.09	3,598.94	3,777.74	3,966.48	4,165.15
	Hourly	42.83	44.99	47.22	49.58	52.06
Regional Compliance Program Manager (Maintenance Program Manager)	Monthly	8,520.86	8,968.53	9,439.88	9,937.06	10,460.06
	Bi-weekly	3,932.70	4,139.32	4,356.87	4,586.33	4,827.72
	Hourly	49.16	51.74	54.46	57.33	60.35
Senior Civil Engineer	Monthly	10,735.55	11,273.62	11,837.51	12,429.39	13,051.40
	Bi-weekly	4,954.87	5,203.21	5,463.47	5,736.64	6,023.72
	Hourly	61.94	65.04	68.29	71.71	75.30
Senior Management Analyst	Monthly	7,978.48	8,376.66	8,796.35	9,235.41	9,696.00
	Bi-weekly	3,682.38	3,866.15	4,059.85	4,262.50	4,475.08
	Hourly	46.03	48.33	50.75	53.28	55.94
Senior Planner	Monthly	9,179.45	9,637.89	10,120.00	10,627.94	11,157.40
	Bi-weekly	4,236.67	4,448.26	4,670.77	4,905.20	5,149.57
	Hourly	52.96	55.60	58.38	61.32	64.37
Sustainability Manager	Monthly	8520.858	8968.532	9439.88	9937.055	10460.06
	Bi-weekly	3932.704	4139.322	4356.868	4586.333	4827.719
	Hourly	49.16	51.74	54.46	57.33	60.35

RESOLUTION NO 2020-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE CONCERNING WAGES FOR THE POLICE CHIEF

WHEREAS, on January 16, 2020, the City Council approved Resolution 2020-05 concerning the Memorandum of Understanding between the City of Brisbane and the Police Chief; and

WHEREAS, the current Memorandum of Understanding between the City of Brisbane and the Police Chief provides for wage increases of 2.0% effective July 1, 2020 and January 1, 2021; and

WHEREAS, the City Council wishes to adopt a new pay schedule for the Police Chief that reflect the increases;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The pay schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-38 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

Effective Date: 07/01/2020

2.0% Increase

CITY OF BRISBANE

Police Chief

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Chief	Monthly	16,274.85	17,087.85	17,940.98	18,840.56	19,780.27
	Bi-weekly	7,511.47	7,886.70	8,280.45	8,695.64	9,129.36
	Hourly	93.89	98.58	103.51	108.70	114.12

Effective Date: 01/01/2021

2.0% Increase

CITY OF BRISBANE

Police Chief

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Chief	Monthly	16,600.35	17,429.61	18,299.80	19,217.38	20,175.87
	Bi-weekly	7,661.70	8,044.44	8,446.06	8,869.56	9,311.94
	Hourly	95.77	100.56	105.58	110.87	116.40

RESOLUTION NO 2020-39**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING
WAGES FOR THE POLICE COMMANDER**

WHEREAS, on January 16, 2020, the City Council approved Resolution 2020-06 concerning the Memorandum of Understanding between the City of Brisbane and the Police Commander; and

WHEREAS, the current Memorandum of Understanding between the City of Brisbane and the Police Commander provides for wage increases of 2.0% effective July 1, 2020 and January 1, 2021; and

WHEREAS, the City Council wishes to adopt a new pay schedule for the Police Commander that reflect the increases;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The pay schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-39 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

Effective Date: 07/01/2020

2.0% Increase

CITY OF BRISBANE

Police Commander

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Commander	Monthly	14,671.73	15,405.65	16,177.04	16,985.89	17,834.41
	Bi-weekly	6,771.57	7,110.30	7,466.32	7,839.64	8,231.27
	Hourly	84.64	88.88	93.33	98.00	102.89

Effective Date: 01/01/2021

2.0% Increase

CITY OF BRISBANE

Police Commander

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Commander	Monthly	14,965.17	15,713.77	16,500.58	17,325.61	18,191.10
	Bi-weekly	6,907.00	7,252.51	7,615.65	7,996.43	8,395.89
	Hourly	86.34	90.66	95.20	99.96	104.95

RESOLUTION NO 2020-40**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF BRISBANE CONCERNING WAGES FOR
THE BRISBANE POLICE OFFICERS ASSOCIATION**

WHEREAS, on December 12, 2019, the City Council approved Resolution 2019-51 concerning a Tentative Agreement between the City of Brisbane and the Brisbane Police Officers Association; and

WHEREAS, the Tentative Agreement between the City of Brisbane and the Brisbane Police Officers Association provides for a wage increase of 4.0% effective July 1, 2020; and

WHEREAS, the City Council wishes to adopt a new pay schedule for the Brisbane Police Officers Association that reflect the increase;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The pay schedule is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-40 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

Effective Date: 7/1/2020

4.0% Increase

CITY OF BRISBANE

Police Officers Association

Exhibit A

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Officer	Monthly	7,989.12	8,388.57	8,807.99	9,248.38	9,710.80
	Bi-weekly	3,687.29	3,871.65	4,065.23	4,268.49	4,481.91
	Hourly	43.90	46.09	48.40	50.82	53.36
Police Sergeant	Monthly	9,625.29	10,106.57	10,611.90	11,142.49	11,699.60
	Bi-weekly	4,442.44	4,664.57	4,897.80	5,142.69	5,399.81
	Hourly	52.89	55.53	58.31	61.22	64.28

Note: Hourly wages above are calculated based on 2,184 hours per year.

<u>Job Title</u>		<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Police Officer For Detective and School Resource Officer	Monthly	7,989.12	8,388.57	8,807.99	9,248.38	9,710.80
	Bi-weekly	3,687.29	3,871.65	4,065.23	4,268.49	4,481.91
	Hourly	46.09	48.40	50.82	53.36	56.02
Police Sergeant	Monthly	9,625.29	10,106.57	10,611.90	11,142.49	11,699.60
	Bi-weekly	4,442.44	4,664.57	4,897.80	5,142.69	5,399.81
	Hourly	55.53	58.31	61.22	64.28	67.50

Note: Hourly wages above are calculated based on 2,080 hours per year.

RESOLUTION NO 2020-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE ADOPTING MASTER PAY SCHEDULES FOR ALL EMPLOYEES

WHEREAS, the City of Brisbane contracts with the California Public Employee's Retirement System (CalPERS) to provide retirement benefits for its employees; and

WHEREAS, pursuant to the California Code of Regulations, Title 2, Section 570.5 CalPERS requires governing bodies of local agencies contracting with CalPERS to approve and adopt a publicly available pay schedule in accordance with public meeting laws; and

WHEREAS, the pay schedule must identify the position title for every employee position, pay rate for each position title, and the applicable time base for the pay rate; and

WHEREAS, the City Council of the City of Brisbane desires to approve and adopt a publicly available Master Pay Schedule, showing all established employee positions and pay rates, in accordance with the requirement of California Code of Regulations, Title 2, Section 570.5;

NOW, THEREFORE, the City Council of the City of Brisbane resolves as follows:
The Master Pay Schedule, is approved as set forth in Exhibit A and is incorporated by reference as though fully set forth herein.

Terry O'Connell, Mayor

I hereby certify that the foregoing Resolution No. 2020-41 was duly and regularly adopted at a regular meeting of the Brisbane City Council on May 21, 2020, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Ingrid Padilla, City Clerk

City of Brisbane Master Pay Schedule

Job Classification	Hourly Grade A	Hourly Grade B	Hourly Grade C	Hourly Grade D	Hourly Grade E	Monthly	Fixed Hourly	Hourly Range	Effective Date	Bargaining Group	FLSA Status
Accounting Assistant I	\$ 24.47	\$ 25.70	\$ 26.99	\$ 28.34	\$ 29.76				7/1/2020	General Employees	Non-Exempt
Accounting Assistant II	\$ 26.94	\$ 28.29	\$ 29.71	\$ 31.19	\$ 32.75				7/1/2020	General Employees	Non-Exempt
Administrative Assistant	\$ 32.37	\$ 33.99	\$ 35.69	\$ 37.47	\$ 39.35				7/1/2020	General Employees	Non-Exempt
Administrative Management Analyst	\$ 41.21	\$ 43.26	\$ 45.43	\$ 47.69	\$ 50.09				7/1/2020	Confidential Employee	Exempt
Administrative Services Director	\$ 83.20	\$ 87.35	\$ 91.73	\$ 96.30	\$ 101.13				7/1/2020	Confidential Management	Exempt
Assistant Engineer I	\$ 37.70	\$ 39.59	\$ 41.56	\$ 43.65	\$ 45.82				7/1/2020	General Employees	Non-Exempt
Assistant Engineer II	\$ 41.47	\$ 43.53	\$ 45.72	\$ 48.00	\$ 50.40				7/1/2020	General Employees	Non-Exempt
Assistant to the City Manager	\$ 63.75	\$ 66.93	\$ 70.29	\$ 73.80	\$ 77.50				7/1/2020	Executive Management	Exempt
Associate Civil Engineer	\$ 50.36	\$ 52.87	\$ 55.52	\$ 58.30	\$ 61.22				7/1/2020	Mid-Management/Professional	Exempt
Associate Planner	\$ 43.62	\$ 45.81	\$ 48.10	\$ 50.51	\$ 53.04				7/1/2020	General Employees	Non-Exempt
Cashier	\$ 12.99	\$ 13.64	\$ 14.32	\$ 15.03	\$ 15.79				7/1/2020	Unrepresented	Non-Exempt
City Clerk	\$ 51.59	\$ 54.17	\$ 56.88	\$ 59.73	\$ 62.70				7/1/2020	Executive Management	Exempt
City Manager	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 122.97		7/1/2020	Unrepresented	Exempt
Code Enforcement Officer*	\$ 35.18	\$ 36.94	\$ 38.78	\$ 40.72	\$ 42.76				7/1/2020	General Employees	Non-Exempt
Communications Manager	\$ 49.16	\$ 51.74	\$ 54.46	\$ 57.33	\$ 60.35				7/1/2020	Mid-Management/Professional	Exempt
Community Development Director	\$ 80.45	\$ 84.48	\$ 88.71	\$ 93.15	\$ 97.81				7/1/2020	Executive Management	Exempt
Community Development Technician	\$ 33.04	\$ 34.68	\$ 36.42	\$ 38.24	\$ 40.14				7/1/2020	General Employees	Non-Exempt
Community Services Officer	\$ 28.80	\$ 30.66	\$ 32.19	\$ 33.80	\$ 35.49				7/1/2020	General Employees	Non-Exempt
Council Member	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00			7/1/2020	Elected Position	
Crossing Guard	\$ 13.05	\$ 13.70	\$ 14.39	\$ 15.10	\$ 15.86				7/1/2020	Unrepresented	Non-Exempt
Deputy City Clerk/Executive Assistant	\$ 38.79	\$ 40.72	\$ 42.76	\$ 44.91	\$ 47.14				7/1/2020	Confidential	Exempt
Deputy Director of Public Works	\$ 74.33	\$ 78.04	\$ 81.95	\$ 86.05	\$ 90.35				7/1/2020	Mid-Management/Professional	Exempt
Deputy Finance Director	\$ 66.53	\$ 69.86	\$ 73.35	\$ 77.02	\$ 80.87				7/1/2020	Mid-Management/Professional	Exempt
Director of Marina/Aquatics Services	\$ 53.40	\$ 56.08	\$ 58.88	\$ 61.83	\$ 64.91				7/1/2020	Executive Management	Exempt
Engineering Technician	\$ 36.34	\$ 38.16	\$ 40.06	\$ 42.05	\$ 44.17				7/1/2020	General Employees	Non-Exempt
Executive Administrative Assistant	\$ 33.56	\$ 35.22	\$ 36.99	\$ 38.84	\$ 40.78				7/1/2020	General Employees	Non-Exempt
Facility Attendant	\$ 16.65	\$ 17.48	\$ 18.36	\$ 19.28	\$ 20.24				7/1/2020	Unrepresented	Non-Exempt
Finance Director	\$ 79.63	\$ 83.60	\$ 87.79	\$ 92.19	\$ 96.78				7/1/2020	Confidential Management	Exempt
Financial Services Manager	\$ 57.47	\$ 60.33	\$ 63.35	\$ 66.53	\$ 69.86				7/1/2020	Mid-Management/Professional	Exempt
Fire Captain	\$ 39.15	\$ 41.10	\$ 43.17	\$ 45.32	\$ 47.59				7/1/2020	IAFF Local 2400	Non-Exempt
Fire Prevention Officer	\$ 48.25	\$ 50.68	\$ 53.21	\$ 55.86	\$ 58.66				7/1/2020	IAFF Local 2400	Non-Exempt
Fire Trainee	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 22.81		7/1/2020	IAFF Local 2400	Non-Exempt
Firefighter	\$ 32.76	\$ 34.40	\$ 36.12	\$ 37.91	\$ 39.81				7/1/2020	IAFF Local 2400	Non-Exempt
Firefighter/Paramedic	\$ 32.76	\$ 34.40	\$ 36.12	\$ 37.91	\$ 39.81				7/1/2020	IAFF Local 2400	Non-Exempt
Habitat Restoration Aide	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 12.00		7/1/2020	Unrepresented	Non-Exempt
Habitat Restoration Lead Worker	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 15.00		7/1/2020	Unrepresented	Non-Exempt

Harbormaster	\$ 46.34	\$ 48.65	\$ 51.08	\$ 53.64	\$ 56.32		7/1/2020	Mid-Management/Professional	Exempt
Head Lifeguard	\$ 19.97	\$ 20.97	\$ 22.01	\$ 23.12	\$ 24.27		7/1/2020	Unrepresented	Non-Exempt
History Project Asst	\$ 33.79	\$ 35.48	\$ 37.26	\$ 39.12	\$ 41.08		7/1/2020	Unrepresented	Non-Exempt
Human Resources Administrator	\$ 66.55	\$ 69.88	\$ 73.38	\$ 77.05	\$ 80.90		7/1/2020	Confidential	Exempt
Human Resources Technician	\$ 33.04	\$ 34.68	\$ 36.42	\$ 38.24	\$ 40.14		7/1/2020	General Employees	Non-Exempt
Information Technology & Systems Administrator	\$ 50.66	\$ 53.19	\$ 55.85	\$ 58.65	\$ 61.59		7/1/2020	Mid-Management/Professional	Exempt
Intern	\$ -	\$ -	\$ -	\$ -	\$ -	\$15.00 - \$20.00	7/1/2020	Unrepresented	Non-Exempt
Lifeguard	\$ 15.15	\$ 15.91	\$ 16.70	\$ 17.54	\$ 18.40		7/1/2020	Unrepresented	Non-Exempt
Management Analyst (Part-time)	\$ 37.36	\$ 39.25	\$ 41.20	\$ 43.26	\$ 45.42		7/1/2020	Unrepresented	Non-Exempt
Marina Maintenance Worker I	\$ 28.33	\$ 29.74	\$ 31.23	\$ 32.79	\$ 34.43		7/1/2020	General Employees	Non-Exempt
Marina Maintenance Worker II	\$ 31.16	\$ 32.70	\$ 34.35	\$ 36.05	\$ 37.86		7/1/2020	General Employees	Non-Exempt
Marina Maintenance Worker I (Part-time)	\$ 28.88	\$ 30.33	\$ 31.84	\$ 33.45	\$ 35.12		7/1/2020	Unrepresented	Non-Exempt
Marina Maintenance Worker II (Part-time)	\$ 31.76	\$ 33.38	\$ 35.01	\$ 36.75	\$ 38.62		7/1/2020	Unrepresented	Non-Exempt
Marina Services Director	\$ 49.91	\$ 52.41	\$ 55.04	\$ 57.78	\$ 60.68		7/1/2020	Executive Management	Exempt
Office Assistant	\$ 25.96	\$ 27.22	\$ 28.58	\$ 30.01	\$ 31.52		7/1/2020	General Employees	Non-Exempt
Office Assistant (Part-Time)	\$ 26.44	\$ 27.75	\$ 29.13	\$ 30.61	\$ 32.14		7/1/2020	Unrepresented	Non-Exempt
Office Specialist	\$ 30.43	\$ 31.95	\$ 33.56	\$ 35.22	\$ 36.99		7/1/2020	General Employees	Non-Exempt
Office Specialist (Part-Time)	\$ 31.05	\$ 32.59	\$ 34.22	\$ 35.93	\$ 37.73		7/1/2020	Unrepresented	Non-Exempt
Park/Beach/Recreation Commissioner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	7/1/2020	Appointed Position	
Parks & Recreation Director	\$ 76.72	\$ 80.56	\$ 84.58	\$ 88.80	\$ 93.25		7/1/2020	Executive Management	Exempt
Parks/Facilities Maintenance Worker I	\$ 28.33	\$ 29.74	\$ 31.23	\$ 32.79	\$ 34.43		7/1/2020	General Employees	Non-Exempt
Parks/Facilities Maintenance Worker I (Part-Time)	\$ 28.88	\$ 30.33	\$ 31.84	\$ 33.45	\$ 35.12		7/1/2020	Unrepresented	Non-Exempt
Parks/Facilities Maintenance Worker II	\$ 31.16	\$ 32.70	\$ 34.35	\$ 36.05	\$ 37.86		7/1/2020	General Employees	Non-Exempt
Payroll/Utility Billing Technician	\$ 33.04	\$ 34.68	\$ 36.42	\$ 38.24	\$ 40.14		7/1/2020	General Employees	Non-Exempt
Planning Commissioner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	7/1/2020	Appointed Position	
Police Chief	\$ 93.89	\$ 98.58	\$ 103.51	\$ 108.70	\$ 114.12		7/1/2020	Police Chief	Exempt
Police Commander	\$ 84.64	\$ 88.88	\$ 93.33	\$ 98.00	\$ 102.89		7/1/2020	Police Commander	Exempt
Police Officer	\$ 43.90	\$ 46.09	\$ 48.40	\$ 50.82	\$ 53.36		7/1/2020	Brisbane Police Officers Association*	Non-Exempt
Police Officer - 40 hour shift (Detective/SRO)	\$ 46.09	\$ 48.40	\$ 50.82	\$ 53.36	\$ 56.02		7/1/2020	Brisbane Police Officers Association*	Non-Exempt
Police Sergeant	\$ 52.89	\$ 55.53	\$ 58.31	\$ 61.22	\$ 64.28		7/1/2020	Brisbane Police Officers Association*	Non-Exempt
Police Trainee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31.21	7/1/2020	Brisbane Police Officers Association*	Non-Exempt
Pre-School Teacher	\$ 16.75	\$ 17.60	\$ 18.48	\$ 19.41	\$ 20.38		7/1/2020	Unrepresented	Non-Exempt
Principal Analyst	\$ 57.64	\$ 60.53	\$ 63.55	\$ 66.72	\$ 70.06		7/1/2020	Confidential	Exempt
Principal Planner	\$ 62.62	\$ 65.75	\$ 69.04	\$ 72.49	\$ 76.12		7/1/2020	Mid-Management/Professional	Exempt
Program Manager - SMCWPPP	\$ 61.94	\$ 65.04	\$ 68.29	\$ 71.71	\$ 75.30		7/1/2020	Mid-Management/Professional	Exempt
Public Service Aide	\$ 14.90	\$ 15.66	\$ 16.43	\$ 17.25	\$ 18.12		7/1/2020	Unrepresented	Non-Exempt
Public Works Director/City Engineer	\$ 94.20	\$ 98.91	\$ 103.84	\$ 109.04	\$ 114.50		7/1/2020	Executive Management	Exempt
Public Works Inspector	\$ 46.48	\$ 48.81	\$ 51.25	\$ 53.81	\$ 56.50		7/1/2020	General Employees	Non-Exempt
Public Works Lead Maintenance Worker	\$ 37.39	\$ 39.26	\$ 41.21	\$ 43.28	\$ 45.43		7/1/2020	General Employees	Non-Exempt
Public Works Maintenance Worker I	\$ 28.33	\$ 29.74	\$ 31.23	\$ 32.79	\$ 34.43		7/1/2020	General Employees	Non-Exempt
Public Works Maintenance Worker I (Part-time)	\$ 28.88	\$ 30.33	\$ 31.84	\$ 33.45	\$ 35.12		7/1/2020	Unrepresented	Non-Exempt

Public Works Maintenance Worker II	\$ 31.16	\$ 32.70	\$ 34.35	\$ 36.05	\$ 37.86	7/1/2020	General Employees	Non-Exempt
Public Works Superintendent	\$ 61.64	\$ 64.72	\$ 67.96	\$ 71.36	\$ 74.92	7/1/2020	Mid-Management/Professional	Exempt
Public Works Supervisor	\$ 47.11	\$ 49.47	\$ 51.94	\$ 54.54	\$ 57.27	7/1/2020	Mid-Management/Professional	Exempt
Public Works Team Leader	\$ 42.74	\$ 44.99	\$ 47.36	\$ 49.85	\$ 52.47	7/1/2020	Mid-Management/Professional	Exempt
Receptionist	\$ 25.93	\$ 27.22	\$ 28.58	\$ 30.01	\$ 31.52	7/1/2020	General Employees	Non-Exempt
Receptionist (Part-time)	\$ 26.44	\$ 27.75	\$ 29.13	\$ 30.61	\$ 32.14	7/1/2020	Unrepresented	Non-Exempt
Recreation Leader	\$ 16.72	\$ 17.56	\$ 18.44	\$ 19.35	\$ 20.32	7/1/2020	Unrepresented	Non-Exempt
Recreation Leader Aide	\$ 12.99	\$ 13.64	\$ 14.32	\$ 15.03	\$ 15.79	7/1/2020	Unrepresented	Non-Exempt
Recreation Manager	\$ 57.97	\$ 60.87	\$ 63.91	\$ 67.11	\$ 70.47	7/1/2020	Mid-Management/Professional	Exempt
Recreation Program Coordinator	\$ 28.75	\$ 30.68	\$ 32.22	\$ 33.83	\$ 35.51	7/1/2020	General Employees	Non-Exempt
Recreation Supervisor	\$ 42.83	\$ 44.99	\$ 47.22	\$ 49.58	\$ 52.06	7/1/2020	Mid-Management/Professional	Exempt
Regional Compliance Program Manager	\$ 49.16	\$ 51.74	\$ 54.46	\$ 57.33	\$ 60.35	7/1/2020	Mid-Management/Professional	Exempt
Reserve Police Officer	\$ 30.73	\$ 32.27	\$ 33.88	\$ 35.57	\$ 37.35	7/1/2020	Unrepresented	Non-Exempt
Senior Accounting Assistant	\$ 30.52	\$ 32.05	\$ 33.65	\$ 35.34	\$ 37.09	7/1/2020	General Employees	Non-Exempt
Senior Civil Engineer	\$ 61.94	\$ 65.04	\$ 68.29	\$ 71.71	\$ 75.30	7/1/2020	Mid-Management/Professional	Exempt
Senior Human Resources Analyst	\$ 46.04	\$ 48.34	\$ 50.76	\$ 53.29	\$ 55.95	7/1/2020	Confidential	Exempt
Senior Management Analyst	\$ 46.03	\$ 48.33	\$ 50.75	\$ 53.28	\$ 55.94	7/1/2020	Mid-Management/Professional	Exempt
Senior Planner	\$ 52.96	\$ 55.60	\$ 58.38	\$ 61.32	\$ 64.37	7/1/2020	Mid-Management/Professional	Exempt
Senior Recreation Leader	\$ 21.46	\$ 22.53	\$ 23.66	\$ 24.84	\$ 26.09	7/1/2020	Unrepresented	Non-Exempt
Sustainability Manager	\$ 49.16	\$ 51.74	\$ 54.46	\$ 57.33	\$ 60.35	7/1/2020	Mid-Management/Professional	Exempt
Special Assistant	\$ -	\$ -	\$ -	\$ -	\$ -	7/1/2020	Unrepresented	Non-Exempt
Spe Coun-Maj Dev Pro	\$ -	\$ -	\$ -	\$ -	\$ -	7/1/2020	Confidential Management	Exempt
Swim Instructor	\$ 16.52	\$ 17.35	\$ 18.23	\$ 19.14	\$ 20.10	7/1/2020	Unrepresented	Non-Exempt
Van Driver	\$ 15.54	\$ 16.33	\$ 17.15	\$ 18.01	\$ 18.91	7/1/2020	Unrepresented	Non-Exempt

\$12.00-\$75.00
\$ 175.04

City of Brisbane Master Pay Schedule

Job Classification	Hourly Grade A	Hourly Grade B	Hourly Grade C	Hourly Grade D	Hourly Grade E	Monthly	Fixed Hourly	Hourly Range	Effective Date	Bargaining Group	FLSA Status
Accounting Assistant I	\$ 24.96	\$ 26.22	\$ 27.53	\$ 28.91	\$ 30.35				1/1/2021	General Employees	Non-Exempt
Accounting Assistant II	\$ 27.48	\$ 28.86	\$ 30.31	\$ 31.81	\$ 33.41				1/1/2021	General Employees	Non-Exempt
Administrative Assistant	\$ 33.02	\$ 34.67	\$ 36.40	\$ 38.22	\$ 40.14				1/1/2021	General Employees	Non-Exempt
Administrative Management Analyst	\$ 42.03	\$ 44.12	\$ 46.34	\$ 48.64	\$ 51.09				1/1/2021	Confidential Employee	Exempt
Administrative Services Director	\$ 84.86	\$ 89.10	\$ 93.56	\$ 98.23	\$ 103.15				1/1/2021	Confidential Management	Exempt
Assistant Engineer I	\$ 38.45	\$ 40.38	\$ 42.39	\$ 44.52	\$ 46.74				1/1/2021	General Employees	Non-Exempt
Assistant Engineer II	\$ 42.30	\$ 44.40	\$ 46.63	\$ 48.96	\$ 51.41				1/1/2021	General Employees	Non-Exempt
Assistant to the City Manager	\$ 65.03	\$ 68.27	\$ 71.70	\$ 75.27	\$ 79.05				1/1/2021	Executive Management	Exempt
Associate Civil Engineer	\$ 50.36	\$ 52.87	\$ 55.52	\$ 58.30	\$ 61.22				1/1/2021	Mid-Management/Professional	Exempt
Associate Planner	\$ 44.49	\$ 46.73	\$ 49.07	\$ 51.52	\$ 54.10				1/1/2021	General Employees	Non-Exempt
Cashier	\$ 13.25	\$ 13.91	\$ 14.61	\$ 15.34	\$ 16.11				1/1/2021	Unrepresented	Non-Exempt
City Clerk	\$ 52.62	\$ 55.25	\$ 58.01	\$ 60.92	\$ 63.96				1/1/2021	Executive Management	Exempt
City Manager	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 122.97		1/1/2021	Unrepresented	Exempt
Code Enforcement Officer	\$ 35.88	\$ 37.68	\$ 39.56	\$ 41.53	\$ 43.62				1/1/2021	General Employees	Non-Exempt
Communications Manager	\$ 49.16	\$ 51.74	\$ 54.46	\$ 57.33	\$ 60.35				1/1/2021	Mid-Management/Professional	Exempt
Community Development Director	\$ 82.06	\$ 86.17	\$ 90.48	\$ 95.01	\$ 99.76				1/1/2021	Executive Management	Exempt
Community Development Technician	\$ 33.70	\$ 35.37	\$ 37.15	\$ 39.00	\$ 40.95				1/1/2021	General Employees	Non-Exempt
Community Services Officer	\$ 29.37	\$ 31.27	\$ 32.83	\$ 34.48	\$ 36.20				1/1/2021	General Employees	Non-Exempt
Council Member	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00			1/1/2021	Elected Position	
Crossing Guard	\$ 13.31	\$ 13.97	\$ 14.68	\$ 15.41	\$ 16.18				1/1/2021	Unrepresented	Non-Exempt
Deputy City Clerk/Executive Assistant	\$ 39.56	\$ 41.54	\$ 43.62	\$ 45.81	\$ 48.09				1/1/2021	Confidential	Exempt
Deputy Director of Public Works	\$ 74.33	\$ 78.04	\$ 81.95	\$ 86.05	\$ 90.35				1/1/2021	Mid-Management/Professional	Exempt
Deputy Finance Director	\$ 66.53	\$ 69.86	\$ 73.35	\$ 77.02	\$ 80.87				1/1/2021	Mid-Management/Professional	Exempt
Director of Marina/Aquatics Services	\$ 54.47	\$ 57.20	\$ 60.06	\$ 63.06	\$ 66.21				1/1/2021	Executive Management	Exempt
Engineering Technician	\$ 37.06	\$ 38.92	\$ 40.86	\$ 42.89	\$ 45.05				1/1/2021	General Employees	Non-Exempt
Executive Administrative Assistant	\$ 34.23	\$ 35.93	\$ 37.73	\$ 39.62	\$ 41.60				1/1/2021	General Employees	Non-Exempt
Facility Attendant	\$ 16.99	\$ 17.83	\$ 18.72	\$ 19.67	\$ 20.64				1/1/2021	Unrepresented	Non-Exempt
Finance Director	\$ 81.22	\$ 85.27	\$ 89.54	\$ 94.03	\$ 98.71				1/1/2021	Confidential Management	Exempt
Financial Services Manager	\$ 57.47	\$ 60.33	\$ 63.35	\$ 66.53	\$ 69.86				1/1/2021	Mid-Management/Professional	Exempt
Fire Captain	\$ 39.94	\$ 41.92	\$ 44.03	\$ 46.22	\$ 48.54				1/1/2021	IAFF Local 2400	Non-Exempt
Fire Prevention Officer	\$ 49.22	\$ 51.70	\$ 54.28	\$ 56.98	\$ 59.83				1/1/2021	IAFF Local 2400	Non-Exempt
Fire Trainee	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 23.27		1/1/2021	IAFF Local 2400	Non-Exempt
Firefighter	\$ 33.42	\$ 35.09	\$ 36.84	\$ 38.67	\$ 40.61				1/1/2021	IAFF Local 2400	Non-Exempt
Firefighter/Paramedic	\$ 33.42	\$ 35.09	\$ 36.84	\$ 38.67	\$ 40.61				1/1/2021	IAFF Local 2400	Non-Exempt
Habitat Restoration Aide	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 12.00		1/1/2021	Unrepresented	Non-Exempt
Habitat Restoration Lead Worker	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 15.00		1/1/2021	Unrepresented	Non-Exempt

Harbormaster	\$ 46.34	\$ 48.65	\$ 51.08	\$ 53.64	\$ 56.32		1/1/2021	Mid-Management/Professional	Exempt
Head Lifeguard	\$ 20.37	\$ 21.39	\$ 22.45	\$ 23.59	\$ 24.76		1/1/2021	Unrepresented	Non-Exempt
History Project Asst	\$ 34.47	\$ 36.19	\$ 38.00	\$ 39.90	\$ 41.90		1/1/2021	Unrepresented	Non-Exempt
Human Resources Administrator	\$ 67.89	\$ 71.28	\$ 74.85	\$ 78.59	\$ 82.52		1/1/2021	Confidential	Exempt
Human Resources Technician	\$ 33.70	\$ 35.37	\$ 37.15	\$ 39.00	\$ 40.95		1/1/2021	General Employees	Non-Exempt
Information Technology & Systems Administrator	\$ 50.66	\$ 53.19	\$ 55.85	\$ 58.65	\$ 61.59		1/1/2021	Mid-Management/Professional	Exempt
Intern	\$ -	\$ -	\$ -	\$ -	\$ -	\$15.00 - \$20.00	1/1/2021	Unrepresented	Non-Exempt
Lifeguard	\$ 15.45	\$ 16.23	\$ 17.04	\$ 17.89	\$ 18.77		1/1/2021	Unrepresented	Non-Exempt
Management Analyst (Part-time)	\$ 38.11	\$ 40.03	\$ 42.02	\$ 44.12	\$ 46.33		1/1/2021	Unrepresented	Non-Exempt
Marina Maintenance Worker I	\$ 28.89	\$ 30.33	\$ 31.85	\$ 33.44	\$ 35.12		1/1/2021	General Employees	Non-Exempt
Marina Maintenance Worker II	\$ 31.78	\$ 33.36	\$ 35.04	\$ 36.77	\$ 38.62		1/1/2021	General Employees	Non-Exempt
Marina Maintenance Worker I (Part-time)	\$ 29.46	\$ 30.93	\$ 32.48	\$ 34.12	\$ 35.82		1/1/2021	Unrepresented	Non-Exempt
Marina Maintenance Worker II (Part-time)	\$ 32.39	\$ 34.05	\$ 35.71	\$ 37.48	\$ 39.39		1/1/2021	Unrepresented	Non-Exempt
Marina Services Director	\$ 50.91	\$ 53.46	\$ 56.14	\$ 58.94	\$ 61.89		1/1/2021	Executive Management	Exempt
Office Assistant	\$ 26.48	\$ 27.76	\$ 29.15	\$ 30.61	\$ 32.15		1/1/2021	General Employees	Non-Exempt
Office Assistant (Part-Time)	\$ 26.96	\$ 28.30	\$ 29.72	\$ 31.22	\$ 32.78		1/1/2021	Unrepresented	Non-Exempt
Office Specialist	\$ 31.04	\$ 32.59	\$ 34.23	\$ 35.93	\$ 37.73		1/1/2021	General Employees	Non-Exempt
Office Specialist (Part-Time)	\$ 31.67	\$ 33.24	\$ 34.90	\$ 36.65	\$ 38.49		1/1/2021	Unrepresented	Non-Exempt
Park/Beach/Recreation Commissioner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	1/1/2021	Appointed Position	
Parks & Recreation Director	\$ 78.25	\$ 82.17	\$ 86.27	\$ 90.58	\$ 95.12		1/1/2021	Executive Management	Exempt
Parks/Facilities Maintenance Worker I	\$ 28.89	\$ 30.33	\$ 31.85	\$ 33.44	\$ 35.12		1/1/2021	General Employees	Non-Exempt
Parks/Facilities Maintenance Worker I (Part-Time)	\$ 29.46	\$ 30.93	\$ 32.48	\$ 34.12	\$ 35.82		1/1/2021	Unrepresented	Non-Exempt
Parks/Facilities Maintenance Worker II	\$ 31.78	\$ 33.36	\$ 35.04	\$ 36.77	\$ 38.62		1/1/2021	General Employees	Non-Exempt
Payroll/Utility Billing Technician	\$ 33.70	\$ 35.37	\$ 37.15	\$ 39.00	\$ 40.95		1/1/2021	General Employees	Non-Exempt
Planning Commissioner	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	1/1/2021	Appointed Position	
Police Chief	\$ 95.77	\$100.56	\$ 105.58	\$110.87	\$116.40		1/1/2021	Police Chief	Exempt
Police Commander	\$ 86.34	\$ 90.66	\$ 95.20	\$ 99.96	\$104.95		1/1/2021	Police Commander	Exempt
Police Officer	\$ 43.90	\$ 46.09	\$ 48.40	\$ 50.82	\$ 53.36		1/1/2021	Brisbane Police Officers Association*	Non-Exempt
Police Officer - 40 hour shift (Detective/SRO)	\$ 46.09	\$ 48.40	\$ 50.82	\$ 53.36	\$ 56.02		1/1/2021	Brisbane Police Officers Association*	Non-Exempt
Police Sergeant	\$ 52.89	\$ 55.53	\$ 58.31	\$ 61.22	\$ 64.28		1/1/2021	Brisbane Police Officers Association*	Non-Exempt
Police Trainee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31.21	1/1/2021	Brisbane Police Officers Association*	Non-Exempt
Pre-School Teacher	\$ 17.08	\$ 17.95	\$ 18.84	\$ 19.80	\$ 20.79		1/1/2021	Unrepresented	Non-Exempt
Principal Analyst	\$ 58.79	\$ 61.74	\$ 64.82	\$ 68.05	\$ 71.46		1/1/2021	Confidential	Exempt
Principal Planner	\$ 62.62	\$ 65.75	\$ 69.04	\$ 72.49	\$ 76.12		1/1/2021	Mid-Management/Professional	Exempt
Program Manager - SMCWPPP	\$ 61.94	\$ 65.04	\$ 68.29	\$ 71.71	\$ 75.30		1/1/2021	Mid-Management/Professional	Exempt
Public Service Aide	\$ 15.20	\$ 15.97	\$ 16.76	\$ 17.59	\$ 18.48		1/1/2021	Unrepresented	Non-Exempt
Public Works Director/City Engineer	\$ 96.08	\$100.88	\$ 105.92	\$111.22	\$116.79		1/1/2021	Executive Management	Exempt
Public Works Inspector	\$ 47.41	\$ 49.79	\$ 52.28	\$ 54.88	\$ 57.63		1/1/2021	General Employees	Non-Exempt
Public Works Lead Maintenance Worker	\$ 38.14	\$ 40.04	\$ 42.03	\$ 44.14	\$ 46.34		1/1/2021	General Employees	Non-Exempt
Public Works Maintenance Worker I	\$ 28.89	\$ 30.33	\$ 31.85	\$ 33.44	\$ 35.12		1/1/2021	General Employees	Non-Exempt
Public Works Maintenance Worker I (Part-time)	\$ 29.46	\$ 30.93	\$ 32.48	\$ 34.12	\$ 35.82		1/1/2021	Unrepresented	Non-Exempt

Public Works Maintenance Worker II	\$	31.78	\$	33.36	\$	35.04	\$	36.77	\$	38.62	1/1/2021	General Employees	Non-Exempt
Public Works Superintendent	\$	61.64	\$	64.72	\$	67.96	\$	71.36	\$	74.92	1/1/2021	Mid-Management/Professional	Exempt
Public Works Supervisor	\$	47.11	\$	49.47	\$	51.94	\$	54.54	\$	57.27	1/1/2021	Mid-Management/Professional	Exempt
Public Works Team Leader	\$	42.74	\$	44.99	\$	47.36	\$	49.85	\$	52.47	1/1/2021	Mid-Management/Professional	Exempt
Receptionist	\$	26.45	\$	27.76	\$	29.15	\$	30.61	\$	32.15	1/1/2021	General Employees	Non-Exempt
Receptionist (Part-time)	\$	26.96	\$	28.30	\$	29.72	\$	31.22	\$	32.78	1/1/2021	Unrepresented	Non-Exempt
Recreation Leader	\$	17.06	\$	17.91	\$	18.81	\$	19.74	\$	20.73	1/1/2021	Unrepresented	Non-Exempt
Recreation Leader Aide	\$	13.25	\$	13.91	\$	14.61	\$	15.34	\$	16.11	1/1/2021	Unrepresented	Non-Exempt
Recreation Manager	\$	57.97	\$	60.87	\$	63.91	\$	67.11	\$	70.47	1/1/2021	Mid-Management/Professional	Exempt
Recreation Program Coordinator	\$	29.33	\$	31.30	\$	32.86	\$	34.50	\$	36.22	1/1/2021	General Employees	Non-Exempt
Recreation Supervisor	\$	42.83	\$	44.99	\$	47.22	\$	49.58	\$	52.06	1/1/2021	Mid-Management/Professional	Exempt
Regional Compliance Program Manager	\$	49.16	\$	51.74	\$	54.46	\$	57.33	\$	60.35	1/1/2021	Mid-Management/Professional	Exempt
Reserve Police Officer	\$	31.34	\$	32.91	\$	34.55	\$	36.28	\$	38.10	1/1/2021	Unrepresented	Non-Exempt
Senior Accounting Assistant	\$	31.13	\$	32.70	\$	34.32	\$	36.05	\$	37.83	1/1/2021	General Employees	Non-Exempt
Senior Civil Engineer	\$	61.94	\$	65.04	\$	68.29	\$	71.71	\$	75.30	1/1/2021	Mid-Management/Professional	Exempt
Senior Human Resources Analyst	\$	46.96	\$	49.30	\$	51.77	\$	54.36	\$	57.07	1/1/2021	Confidential	Exempt
Senior Management Analyst	\$	46.03	\$	48.33	\$	50.75	\$	53.28	\$	55.94	1/1/2021	Mid-Management/Professional	Exempt
Senior Planner	\$	52.96	\$	55.60	\$	58.38	\$	61.32	\$	64.37	1/1/2021	Mid-Management/Professional	Exempt
Senior Recreation Leader	\$	21.89	\$	22.98	\$	24.13	\$	25.34	\$	26.61	1/1/2021	Unrepresented	Non-Exempt
Sustainability Manager	\$	49.16	\$	51.74	\$	54.46	\$	57.33	\$	60.35	1/1/2021	Mid-Management/Professional	Exempt
Special Assistant	\$	-	\$	-	\$	-	\$	-	\$	-	1/1/2021	Unrepresented	Non-Exempt
Spe Coun-Maj Dev Pro	\$	-	\$	-	\$	-	\$	-	\$	-	1/1/2021	Confidential Management	Exempt
Swim Instructor	\$	16.85	\$	17.70	\$	18.59	\$	19.52	\$	20.50	1/1/2021	Unrepresented	Non-Exempt
Van Driver	\$	15.85	\$	16.66	\$	17.49	\$	18.37	\$	19.29	1/1/2021	Unrepresented	Non-Exempt

\$12.00-\$75.00
\$ 175.04