City Council
Meeting Agenda

Tuesday, September 9, 2025

City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

General order of Business

1. CALL TO ORDER
2. ITEMS BEFORE 7:00 PM
3. PLEDGE OF ALLEGIANCE
4. REPORT FROM CLOSED SESSION (none)
5. SPECIAL PRESENTATIONS
6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
7. COUNCILMEMBER ANNOUNCEMENTS
8. CONSENT BUSINESS
9. PUBLIC HEARINGS (none)
10. GENERAL BUSINESS
11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF
12. MATTERS OF INTEREST/CLARIFICATION
13. ADJOURNMENT

City Council
Julia Mates, Mayor
Robin Pang-Maganaris, Vice Mayor
Gina Latimerlo, Councilmember
Tom McCune, Councilmember
Cathy Jordan, Councilmember

Staff
Afshin Oskoui, City Manager
Scott Rennie, City Attorney
Kathy Kleinbaum, Assistant City Manager
Ken Stenquist, Police Chief
Grace Castaneda, Finance Director
Ann Ritzma, Interim Admin Services Director
Carlos deMelo, Community Development Director
Brigitte Shearer, Parks and Recreation Director
Nisha Patel, Public Works Director
Jozi Plut, City Clerk

MEETING ATTENDANCE:
Council meetings, unless otherwise noted, are broadcast live to Belmont residents on

1. Comcast Cable Channel 27
2. Streamed live via the City's website at www.Belmont.gov
3. ZOOM https://belmont-gov.zoom.us/ **Meeting ID: 95745673035**
4. Attend the meeting in the Council Chambers, Belmont City Hall 2nd floor

PUBLIC COMMENT:

- Public in the Council Chamber present the Clerk a request to speak slip found at the table at the rear of the chamber.
- If participating virtually use the Raise Hand feature to request to speak.
    - For dial- in comments, call *67 1-(669) 900-6833 (your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number)
    - enter **Meeting ID: 95745673035**, and press *9 to request to speak

All public comments are subject to a **3-minute time limit** unless otherwise determined by the Chair.

To submit a written public comment:
E-mail cclerk@belmont.gov before the Council discusses the item, noting the agenda topic or number in the subject line. Comments received up to three hours before the meeting will be distributed to the Council and included in the record but not read aloud during the meeting..

The Mayor has the authority to rule any speaker out of order, including speakers during the Public Comment period; If the subject raised is not within the subject matter jurisdiction of the City Council, during a public hearing or a general business item if the speaker is not presenting testimony or evidence relevant to the matter or if the speaker becomes disruptive to the proceedings and conduct of the meeting.

The Mayor also has the authority to order any person who willfully interrupts the meeting to be removed. All persons are expected to always conduct themselves with civility and courtesy. All persons giving comments shall speak directly to the Council and address issues, not individuals. Personal attacks, cursing and outbursts from the audience in support or opposition to a speaker are not tolerated to foster an environment where everyone feels welcome to speak.

LEVINE ACT:

The Levine Act (California Government Code Section 84308) limits campaign contributions that may be made to elected or appointed City officials (including councilmembers and the mayor) and certain candidates for elective city offices. The Act prohibits an agent of a party from contributing any amount to councilmember while a proceeding for a contract valued at $50,000 or more, permit, license, or other entitlement for use is pending that does not solely involve purely ministerial decisions. The Act also prohibits parties and participants in the above entitlement proceedings from contributing more than $500 during the proceeding and for 12 months after the proceeding and requires disclosure of the prohibited contributions. The Act prohibits certain officials, including local elected officials, from taking part in an entitlement proceeding if the official has received a contribution exceeding $500 from a party or participant in the proceeding within the preceding 12 months. An official is also prohibited from accepting, soliciting, or directing a contribution exceeding $500 from a party or participant in the proceeding for 12 months after a final decision is rendered in such a proceeding. The law is complex, and this brief description is not legal advice. If you or an agent have made any campaign contributions to a councilmember in the 12 months before a proceeding in which you have an interest or you are contemplating making a contribution within the 12 months after such a proceeding, you are urged to review the Levine Act and consider consulting an attorney. The California Fair Political Practices Commission (FPPC) is responsible for administering the Levine Act. More information about the Act and its implementing regulations can be found on the FPPC's website here: https://www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html

ACCESSIBILITY

If you need assistance to participate in this meeting, please contact the City Clerk at (650) 595-7413. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AGENDA POSTING: I declare a copy of this agenda was posted at City Hall, One Twin Pines Lane, and the City's website www.Belmont.gov Date: Time: /s/:

City of Belmont

City Council Regular Meeting Agenda
September 9, 2025
City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

NOTICE REGARDING MEETING SCHEDULE
The City Council may meet prior to 7:00 PM for Study Sessions, Closed Sessions, or other Special Topics. All other business will commence at 7:00 PM as a time-certain agenda item.

1. CALL TO ORDER

- Roll Call

2. ITEMS BEFORE 7:00 PM

A. CLOSED SESSION (none)

B. STUDY SESSION (none)

The public will have an opportunity to address the City Council concerning this item.

C. SPECIAL SESSION/OTHER TOPICS (none)

ITEMS STARTING AT 7:00 PM

3. PLEDGE OF ALLEGIANCE

4. REPORT FROM CLOSED SESSION (none)

5. SPECIAL PRESENTATIONS

A. Proclamation Observing Hispanic Heritage Month September 15 - October 15

B. Proclamation Designating September as Suicide Prevention Month

C. Recap of Belmont Community Foundation Imagine Together Foundation

D. Presentation of Stanford's Contribution to Belmont

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

This portion of the meeting is reserved for persons wishing to address the Body on any City matter not on the agenda. The period for public comment at this point in the agenda is limited to 15 minutes, with a maximum of 3 minutes per speaker. Speakers who requested but did not receive an opportunity to speak during this comment period will be given an opportunity to address the Body later in the meeting. State law prohibits the Body from acting on non-agenda items.

7. COUNCILMEMBER ANNOUNCEMENTS

8. CONSENT BUSINESS

Consent business items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion on these items unless a member or staff request specific items to be removed for separate action. The City Attorney will read the title of ordinances to be adopted.

A. Approval of Minutes

Recommendation: Consider modifications and approve minutes
Attachments:
June 10, 2025 minutes
June 24, 2025 minutes

B. Belmont City Code Cleanup, Updates, and Enforcement Amendments
Recommendation: Introduce an ordinance conforming the City Code to organizational changes, updating construction contracting award thresholds, streamlining and repealing unneeded city regulations, amending fireworks regulations, and adding requirements for the management of property.
Attachments:
Staff Report
Admin Ordinance

C. Renewal of an Agreement with the City of Redwood City for use of its Training Facility
Recommendation: Adopt a resolution authorizing the City Manager to execute a 3-year renewal of the rental agreement with the City of Redwood City for the use of its firearms training facility.
Attachments:
Staff Report
Resolution
Redwood City Range Contract

D. Belmont Village Bicycle Improvement Project – Plans and Specifications Approval, Bid and Construction Award Authorization
Recommendation: Adopt a resolution approving plans and specifications, authorizing advertisement for sealed bids, authorizing the City Manager to negotiate and execute a contract with the lowest responsible and responsive bidder for an amount not to exceed $211,520 plus a ten percent construction contingency for the Belmont Village Bicycle Improvement Project, City Contract Number 2025-638.
Attachments:
Staff Report
Resolution
Attachment A - Plans
Attachment B - Specifications Complete

9. PUBLIC HEARINGS (none)

10. GENERAL BUSINESS
General Business items are considered separately, typically in the order listed. The chair will call for public comment on each item when the body considers the item.

A. Review Solid Waste Rate Application and Revise Maximum Rates for Collection Services for 2026
Recommendation: Adopt a resolution stating the City of Belmont's intent to revise the maximum rates that may be charged for solid waste, recyclable materials, and organic materials collection services effective January 1, 2026, and set a Public Hearing date for November 25, 2025.
Attachments:
Staff Report
Resolution

HDR Inc. Report
Recology 2026 Rate Application

B. Grand Boulevard Initiative (GBI) Update/Presentation
Recommendation: Receive a presentation regarding the Grand Boulevard Initiative. No action is required.
Attachments:
Staff Report
Attachment 1 - GBI Presentation
Attachment 2 - GBI Fact Sheet

C. Climate Action and Adaptation Plan Update
Recommendation: Receive presentation; no action required.
Attachments:
Staff Report

11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. **Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments**
B. **Verbal report from City Manager**

12. MATTERS OF INTEREST/CLARIFICATION

Items in this category are for discussion and direction to staff only. However, Council/Board may take final action on an item if there is no need for additional staff analysis.

13. ADJOURNMENT

City of Belmont City Council Regular Meeting Minutes
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

June 10, 2025

1. CALL TO ORDER 6:30 PM
Roll Call:
Councilmembers Present: Jordan, Latimerlo, McCune, Pang-Maganaris Mates (arrived 6:45)
Councilmembers Absent: None

2. ITEMS BEFORE 7:00 PM

A. CLOSED SESSION 6:30 PM
Conference with Labor Negotiators (Govt Code Section 54957.6)
Agency designated representatives: Afshin Oskoui, City Manager Employee organization: American Federation of State, County and Municipal Employees (AFSCME)

B. STUDY SESSION (none)
C. SPECIAL SESSION/OTHER TOPICS (none)

ITEMS STARTING AT 7:00 PM

3. PLEDGE OF ALLEGIANCE
Led by Mayor Mates.

4. REPORT FROM CLOSED SESSION
City Attorney Rennie stated that no reportable action was taken at the previously held closed session.

5. SPECIAL PRESENTATIONS
A. Proclamation on Juneteenth Day of Observance, 2025
Mayor Mates read the proclamation.

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
Marjorie Luciargo, representing PG&E introduced herself as the newly appoint representative for the Peninsula.
Chuck Cotten, representing Belmont Park Boosters commented on the upcoming Music in the Park concerts
Gerrard commented on planning and land use issues in the San Juan area.
Max Reinhardt commented on experiences with the Belmont Planning Department.

7. COUNCILMEMBER ANNOUNCEMENTS
Councilmembers provided information on various upcoming summer events and shared a recap of

DRAFT

8. CONSENT BUSINESS

Authorize the City Manager to execute a three-year Microsoft Enterprise Agreement with Crayon, at a total cost of $311,550, with an annual amount of $103,850 each year for the next three years

Resolution 2025-37 approving a Permanent Encroachment Agreement for a retaining wall within the public right-of-way at 716 Alameda de las Pulgas (APN 044-043-190)

ACTION: On a motion made by Councilmember and seconded by Councilmember the Consent Business was unanimously approved by a roll call vote (5-0).

9. **PUBLIC HEARINGS**

A. **Annual Report for Collection of Sewer Service Fees FY 2025-26**

Recommendation: 1. Hold a public hearing to consider protests for collecting the fees on the tax roll; and 2. Unless there is a majority protest, overrule objections and adopt a resolution approving the annual report for collection on the tax roll of sewer services fees charged to parcels to fund the operation and maintenance of the City's sewer collection system

Public Works Director Patel presented the report to the Council.
Mayor Mates opened the public hearing.
No members of the public came forward to speak, no written protest was received.
Mayor Mates Closed the public hearing.

ACTION: On a motion made by Councilmember Pang-Maganaris and seconded by Councilmember Jordan **Resolution 2025-38** approving The Annual Report For Collection On The Tax Roll Of The Sewer Service Fees Charged To Parcels To Fund The Operation And Maintenance Of The City's Sewer Collection System For Fiscal Year 2025-2026 was unanimously approved by a roll call vote (5-0).

B. Annual Report for Collection of Sewer Treatment Facility Charges for FY 2025-26

Recommendation: 1. Hold a public hearing to consider protests to collecting the fees on the tax roll; and 2. Unless there is a majority protest, overrule objections and adopt a resolution approving the annual report for collection on the tax roll of the sewer treatment facility fees charged to parcel owners to fund the City of Belmont's share of the Silicon Valley Clean Water (SVCW) sewer treatment plant and conveyance system.

Public Works Director Patel presented the report to the Council.
Mayor Mates opened the public hearing,
No members of the public came forward to speak, no written protest was received.
Mayor Mates Closed the public hearing

ACTION: On a motion made by Councilmember McCune and seconded by Councilmember Latimerlo **Resolution 02025-39** approving The Annual Report For Collection On The Tax Roll of The Sewer Treatment Facility Fees Charged to Parcels to Fund The City Of Belmont's Share Of The Silicon Valley Clean Water (SVCW) Sewer Treatment Plant And Conveyance

System Upgrades For Fiscal Year 2025-2026 was unanimously approved by a roll call vote (5-0)

C. Annual Report for Collection of Storm Drainage Fees for FY 2025-2026

Recommendation: 1. Hold a public hearing to consider protests to collecting the fees on the tax roll; and 2. Unless there is a majority protest, overrule objections and adopt a resolution approving the annual report for collection on the tax roll of storm drainage fees charged to parcel owners to fund the City of Belmont's National Pollutant Discharge Elimination System (NPDES) Storm Water Compliance Program for FY 2025-2026.
Attachments: Staff Report Resolution

Public Works Director Patel presented the report to the Council.
Mayor Mates opened the public hearing,
No members of the public came forward to speak, no written protest was received.
Mayor Mates Closed the public hearing

ACTION: On A Motion Made By Councilmember McCune and Seconded By Councilmember Latimerlo **Resolution 2025-40** adopting The Annual Report For Collection On The Tax Roll Of Storm Drainage Fees Charged To Parcels To Fund The City Of Belmont's National Pollutant Discharge Elimination System (NPDES) Storm Water Compliance Program For Fiscal Year 2025-2026 was unanimously approved by a roll call vote (5-0)

D. Adopt Budget and Related Items for Fiscal Year 2025-26

Recommendation: Adopt resolutions approving the Fiscal Year 2025-26 Budget, approving the Appropriations Limit, authorizing the Special Library Tax, and approving revisions to certain fees in the Master Revenue Schedule
Finance Director Castaneda presented the budget

ACTION: On A Motion made by Councilmember and Seconded by Councilmember **Resolution 2025-41** Establishing The City of Belmont's Appropriation Limit For Fiscal Year 2025-26,
Resolution 2025-42 Adopting Fiscal Year 2025-26 Revenue, Appropriations, And Capital Improvement Program Budgets And Permanent Staffing Plan For The City Of Belmont,
Resolution 2025-43 Establishing The Annual Special Tax For Community Facilities District No. 2000-1 (Library Project) For Fiscal Year 2025-26 And Requesting The County Of San Mateo Collect The Special Tax On The Property Tax Rolls,
Resolution 2025-044 Making Fiscal Year 2025-26 Amendments To The Master Revenue Schedule were unanimously approved by a roll call vote (5-0)

10. GENERAL BUSINESS (none)

11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

Councilmembers reported on their IGR assignments.

B. **<u>Verbal report from City Manager</u>**
City Manager Oskoui noted that traffic maybe impacted as summer infrastructure improvements projects begin.

12. **MATTERS OF INTEREST/CLARIFICATION (none)**

13. **ADJOURNMENT** at this time being 8:00 PM.

Submitted by,
Jozi Plut, City Clerk

DRAFT

COUNCIL REGULAR MEETING MINUTES
City Council Chambers City Hall, One Twin Pines Lane, Belmont, California

JUNE 24, 2025

1. CALL TO ORDER 6:15 PM

ROLL CALL:
Councilmembers Present: Jordan, Latimerlo, McCune, Pang-Maganaris, Mates
Councilmembers Absent: None

2. ITEMS BEFORE 7:00 PM

A. CLOSED SESSION 6:15 PM
Public Employee Performance Evaluation Government Code Section 54957(b)
Titles: City Manager

B. STUDY SESSION (none)

C. SPECIAL SESSION/OTHER TOPICS

(none) ITEMS STARTING AT 7:00PM

3. PLEDGE OF ALLEGIANCE
Led by Mayor Julia Mates.

4. REPORT FROM CLOSED SESSION
City Attorney Rennie stated that no reportable action was taken.

5. SPECIAL PRESENTATIONS
A. Parks Make Life Better Proclamation
Major Mates read the proclamation and the Director of Parks and Recreation, Brigitte Shearer, gave a brief presentation.

B. Rethink Waste Trash to Art Contest Recognition
Emmy, from Rethink Waste, made a brief statement and introduced Vincent, the winner of the art contest. Vincent made a brief statement on his project.

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
Neil Eison, Belmont property owner spoke to the difficulties in obtaining a Certificate of Compliance from the City.
Rick Loui, also spoke on the delays they have experienced in obtaining a Certificate of Compliance through the City.

7. COUNCILMEMBER ANNOUNCEMENTS
Council Member Latimerlo congratulated Elizabeth Tsachres, Communications and

Community Affairs Office, on the "Rookie of the Year" award from the American Public Works Association of Silicon Valley. Council Member Latimerlo also congratulated City Manager, Afshin Oskoui, on the "Outstanding Service in a Public Agency" award from the American Public Works Association of Silicon Valley. Mayor Mates provided updates on upcoming community events.

8. CONSENT BUSINESS

A. 2023 Pavement Rehabilitation Project - Notice of Completion
Pass a resolution (1) accepting work and authorizing the issuance of a Notice of Completion for the 2023 Pavement Rehabilitation Project, City Contract Number 2022-613 for a construction cost of $3,087,974.24, and (2) approving the transfer of
$200,000 from the 2025 Pavement Rehabilitation Project (Project No. 3117) to support closeout and staff time.

B. Twin Pines Park Belmont Creek Restoration - Deed Restriction
Approve a motion authorizing the City Manager to execute a deed restriction for the project area of the Twin Pines Park Belmont Creek Restoration as required by the Proposition 68 Urban Streams Restoration Program Grant Agreement with the State of California Department of Water Resources.

C. Americans with Disability Act List of Project Improvements in Fiscal Year (FY) 2023- 24
Information only, no action required.

D. 604, 608, & 610 Harbor Boulevard – Final Parcel Map
Adopt a Resolution approving the Final Parcel Map and Subdivision Improvement Agreement for the construction of an approximately 111,654 square foot, 5- story residential apartment building at 604, 608, and 610 Harbor Boulevard and authorize the city manager to execute related maintenance and encroachment agreements for the project.

E. Monthly Financial Reports - March and April
2025 Motion to approve monthly financials.

F. Approve Minutes
Consider modifications and approve minutes.

G. 1506 Williams Avenue Summary Easement Vacation
Adopt a resolution approving a summary vacation of a 7-foot sanitary sewer construction and maintenance easement dedicated to the City across the property at 1506 Williams Avenue (APN 044-112-250).

Mayor Mates confirmed with City Manager Oskoui that item 9A (1506 Williams Avenue Summary Easement Vacation) would be moved from the Public Hearing section of the agenda to the Consent section of the agenda. Mayor Mates confirmed no public comment on this item.

ACTION: On a motion made by Councilmember McCune and seconded by Vice Mayor Pang-Maganaris the consent business was unanimously approved by a roll call vote (5-0).

9. PUBLIC HEARINGS (none)

10. GENERAL BUSINESS

A. Ratification of San Mateo Consolidated (SMC) Fire Department Fire Code Amendments and Local Responsibility Area Fire Hazard Severity Zone Classifications

Director of Community Development, Carlos de Melo, gave a presentation to (1) Introduce an ordinance of the City of Belmont ratifying SMC Ordinance 2025-002 adopting the Local Responsibility Area (LRA) Fire Hazard Severity Zone (FHSZ) classification map applicable to the city as recommended by the California State Fire Marshal and ratifying SMC Ordinance 2025-001 amending California Fire Code regulations applicable to the FHSZ classifications.

Introduction Ordinance of the Belmont Fire Protection District ratifying SMC Ordinance 2025-002 adopting the LRA FHSZ classification map applicable to the district as recommended by the California State Fire Marshal and ratifying SMC Ordinance 2025-001 amending California Fire Code regulations applicable to the FHSZ classifications.

No public comments received.

ACTION: On a motion made by Councilmember Latimerlo and seconded by Councilmember Jordan this item was unanimously approved by a roll call vote (5-0).

Mayor Mates recessed the City Council meeting to the Belmont Fire Protection District meeting.

Mayor Mates confirmed no public comment on this item.
On a motion made by Director McCune and seconded by Vice Chair Pang-Maganaris this item was unanimously approved by a roll call vote (5-0).

Mayor Mates adjourned the Belmont Fire Protection District meeting and resumed the City Council meeting.

B. Strategic Communications Plan Update and Adoption

Communications and Community Affairs Office, Elizabeth Tsachres, gave a presentation providing a brief update on Belmont communications efforts over the past year and review of the new Strategic Communications Plan for adoption.

No public comment received.

Information only no action taken.

11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF (none)

12. MATTERS OF INTEREST/CLARIFICATION (none)

13. ADJOURNMENT at this time being 8:21 PM

Submitted by,
Courtney Brown, Administrative Assistant

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STAFF REPORT

Meeting Date:	August 26, 2025
Agency:	City of Belmont
Staff Contact:	Scott Rennie, City Attorney
Agenda Title:	Belmont City Code Cleanup, Updates, and Enforcement Amendments
Agenda Action:	Ordinance

Recommendation

Introduce an ordinance conforming the City Code to organizational changes, updating construction contracting award thresholds, streamlining and repealing unneeded city regulations, amending fireworks regulations, and adding requirements for the management of property.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The Belmont City Code contains various provisions that describe or govern city operations. As city operational and enforcement needs evolve, these provisions occasionally require updates. Other city code provisions supplement state law regulations, and as state law changes, these provisions also require updating.

The City Code also includes provisions establishing standards for personal conduct in the community and on private property. Many of these regulations were adopted decades ago to address issues of concern at the time. Since then, some have been preempted or superseded by state or federal law, while others are no longer necessary to protect public health and safety. Staff recommends repealing or revising these outdated provisions to remove inefficiencies, unnecessary rules, and overly burdensome requirements.

Analysis

Construction Contract Dollar Thresholds

The California Public Contract Code governs how general law cities award public works construction contracts and offers an alternative procedure for cities to award these contracts when the city has adopted a local ordinance with provisions needed to use the alternative procedures. Belmont has chosen to use the alternative procedure. The alternative procedures give the city more flexibility in how lower dollar value construction contracts are awarded. The state periodically adjusts those dollar amounts. The amendments to the city's purchasing regulations in City Code Chapter 2, Articles II and V update the description of the dollar thresholds by referring to the Public Contract Code so the amounts always match the changes by the state.

Parks, Recreation and Culture

As part of the City Council's Strategic Planning session earlier this year and the ongoing reorganization

of departmental responsibilities, the City Manager has evaluated opportunities to better align City services with community priorities. The Parks and Recreation Department has been renamed the Parks, Recreation and Culture Department to reflect its expanded role in delivering arts, culture, and place-making initiatives that enrich the daily lives of Belmont residents. To ensure consistency, the City Manager also recommends renaming the Parks and Recreation Commission as the Parks, Recreation and Culture Commission. These changes build upon prior Council discussions and received Council support.

Repeal of Unused and Unneeded Regulations

The Police Department in consultation with the City Attorney's Office reviewed the City Code for permit requirements and regulations that are either preempted or ineffective local regulations that no longer serve a purpose. The following are proposed for repeal.

Dances and Dancing (BCC Sections 4-16 through 4-24) – Adopted more than 60 years ago, these provisions require a permit from the city council for dancing in public halls, rooms, restaurants, or hotels. Such a permit has not been applied for or issued in decades.

Mechanical Amusement Devises (BCC Sections 4-36 through 4-51) – Adopted before the 1961 City Code codification, these provisions regulate businesses with pinball machines and other coin-operated mechanical amusement devices used for games or contests. The regulations appear intended to discourage gambling and to require a business license (tax). Belmont has not had these sorts of businesses for decades.

Bicycles (BCC Chapter 6) – These provisions authorize a voluntary bicycle registration system through the police department, require minors wear helmets on public streets, and require bicycles meet certain equipment and performance standards. The registration system is not used and the helmet and operation requirements duplicate state law (Veh. Code Sections 21201, 21203, 21204 and 21212).

Fortunetelling (BCC Chapter 10) – Adopted before the 1961 City Code codification, these provisions established permit and regulatory requirements for fortunetelling and occult practices businesses. For a number of years Belmont had a single such business that operated without any complaints, and no new prospective businesses have inquired or applied for decades.

Escort service businesses (BCC Section 15-2) - Adopted before the 1961 City Code codification, these provisions established permit and regulatory requirements for businesses that provide a person to accompany the client to social or private settings. Such a permit has not been applied for or issued in decades.

Speed of trains (BCC Section 15-5) - Adopted decades before Ralston Avenue and Harbor Boulevard rail crossings were grade separated; this provision limits the speed of trains at these former crossing. The provision is no longer needed and most likely preempted by federal law.

Rock crushing (BCC Section 15-6) - Adopted in 1957, this provision prohibits rock crushing in the city. As the city's zoning regulations do not permit such industrial uses, this provision is unnecessary.

Switchblades and dangerous weapons (BCC Sections 15-20 – 15-26) - These provisions prohibitions

related to various weapons duplicate Penal Code provisions and are unnecessary.
Direct connect alarms (BCC Sections 18-69 and 18-70). These provisions allow the chief of police to approve an alarm company's applicant to directly connect to the police department alarm system. However, it has been the policy of the department for decades to not allow such connections.

Regulatory Streamlining and Enforcement Amendments
Charitable Bingo (BCC Chapter 4, Article IV) - These provisions create a permit and regulatory scheme for bingo games which only charitable organizations and senior groups are allowed to hold. Staff propose eliminating most requirements including the permit as unnecessary for public health and safety.

Fireworks and blasting permits (BCC Sections 15-7 and 15-8) - Current city regulations prohibit discharging fireworks in the city but do not address sales or possession. Previously, Belmont Fire Protection District fire code regulations adopted every three years, but no longer in effect, prohibited sales and possession as well as discharge of fireworks in the city. Staff propose amendments to the City Code that would replace the existing text with the prohibitions on discharge, sales and possession previously adopted by the District. This amendment will continue the City's long standing policy of prohibiting the sales, possession and use of fireworks in the city.

Management of property (New BCC Section 15-6) - City staff occasionally encounter difficulties abating City Code violations occurring at rented property, property with absentee owners, and property where the objectional conditions or conduct are brought about by a person other than the owner. To aid in enforcement of code violations occurring on real property, staff propose a code amendment to require any person that owns, possesses or controls real property to manage and use the property in a manner that does not violate city codes and to prevent others from maintaining conditions or uses on the property that violate city codes or otherwise constitute a public nuisance.

Unclaimed property (BCC Section 18-35) – The proposed amendment will align the city's current regulations for holding unclaimed property to the shorter 90-day time period in state law.

Alternatives
1. Direct Changes
2. Take no action

Attachments
A. Draft Ordinance

Fiscal Impact
☒ No Fiscal Impact
☐ Funding Source Confirmed:

Source:	**Purpose:**	**Public Outreach:**
Staff	Discretionary Action	Posting of Agenda

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT AMENDING BELMONT CITY CODE CONFORMING THE CITY CODE TO ORGANIZATIONAL CHANGES, UPDATING CONSTRUCTION CONTRACTING AWARD THRESHOLDS, STREAMLINING AND REPEALING UNNEEDED CITY REGULATIONS, AMENDING FIREWORKS REGULATIONS, AND ADDING REQUIREMENTS FOR THE MANAGEMENT OF PROPERTY

THE CITY COUNCIL OF THE CITY OF BELMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. BCC § 2-29 AMENDED

Belmont City Code Chapter 2, Article II, section 2-29 is amended to read:

(a) – (f) [text unchanged]

(g) Public Project Construction.

~~(1)~~ Any contract for public project construction ~~in an~~ up to the amount ~~of~~ set forth in Public Contract Code Section 22032(b). ~~$200,000 or less.~~

Formatted: BCC § L1 (a)

~~(2) The dollar limit of authority in subsection (g)(1) is intended to match the dollar limit in Section 2-146 as indexed to Public Contract Code Section 22032(b). Amendments or adjustments in the monetary limit expressed in Public Contract Code Section 22032(b) after the effective of the ordinance that adopted this section apply when greater than the amount expressed in (g)(1).~~

(h) Private Development Construction.

(1) Improvement agreements for construction of public improvements required as a condition of a final map approved by the city council.

(2) Any contract for private development construction with public improvements of an estimated cost of $~~200,000~~220,000 or less.

SECTION 2. BCC § 2-30 AMENDED

Belmont City Code Chapter 2, Article II, section 2-30 is amended to read:

Sec. 2-30 Administrative regulation of city property

(a) The city manager may promulgate administrative regulations governing the use of city property. Administrative regulations governing the conduct of the public on city property are not effective until personally signed by the city manager. For regulations specific to city parks, the city manager ~~shall~~ should consult with the parks, ~~and~~ recreation and culture commission before finalizing a new regulation or significant amendment to an existing regulation, except under exigent circumstances or when directed by the city council to finalize and implement a new or amended regulation.

(b) – (e) [text unchanged]

SECTION 3. BCC § 2-107 AMENDED

Belmont City Code Chapter 2, Article V, section 2-107 is amended to read:

Sec. 2-107 Services contracts

(a) The bid procedures, including the open market purchasing procedures in Division 2 and the formal contracting procedures in Division 3, of this article do not apply to contracts involving the acquisition of personal services and contractual services. Whenever the cost of the work to be performed is of an estimated value in excess of the amount ~~specified by~~in ~~council resolution~~section 2-29(c), selection of providers for such services will be made by an evaluation of proposals solicited from capable providers and subject to approval by the city council. This section does not prohibit the city manager from requiring proposals for work with an estimated cost of less than the council specified amount if, in the discretion of the city manager, selection based upon the evaluation of proposals would better serve the interests of the city. Evaluation of best value may be determined on factors other than price, including contractor reliability, expertise, availability, timeliness of delivery and operating efficiency.

(b) [text unchanged]

SECTION 4. BCC § 2-120 AMENDED

Belmont City Code Chapter 2, Article V, section 2-120 is amended to read:

Sec. 2-120 Requirements for purchase

Except as otherwise provided in this chapter, purchases and contracts for supplies and equipment ~~, which are equal to or in excess of the bid requirement amount specified by council resolution~~greater than the amount in section 2-29(d)~~,~~ shall be by written contract with the lowest responsive and responsible bidder ~~pursuant to the~~ under the bidding procedures described in this division.

SECTION 5. BCC § 2-143 REPEALED

Belmont City Code Chapter 2, Article V, section 2-143 is repealed.

SECTION 6. BCC § 2-145 REPEALED

Belmont City Code Chapter 2, Article V, section 2-145 is amended to read:

Sec. 2-145 Small projects.

(a) Dollar threshold. Small public project construction means construction projects ~~in an~~up to the amount set forth in Public Contract Code Section 22032(a), as amended.~~of $60,000 or less.~~

(b) Procedure. The contract authority may select a contractor and issue the contract for

~~S~~small public project construction ~~may be let~~ under the open market purchase procedures in this article, except that section 2-115 shall not apply. Small public project construction may be performed by city employees by force account, by negotiated contract, or by purchase order.

SECTION 7. BCC § 2-146 AMENDED

Belmont City Code Chapter 2, Article V, section 2-146 is amended to read:

Sec. 2-146 Informal bidding.

(a) Dollar threshold. Informally bid public project construction means construction projects that are more than the dollar threshold for small project construction and up to the amount set forth in Public Contract Code Section 22032(b), as amended.

(b) Procedure. The contract authority may ~~let~~ select a contractor for informally bid public project construction and issue the contract ~~in an amount more than $60,000 and up to $200,000~~ in accordance with the informal bid process provided in this section to the lowest responsible bidder. If two or more bids are the same and the lowest, the contract authority may accept the one it chooses.

(b) Bidder's list. The purchasing officer shall develop and maintain a list of qualified contractors identified according to categories of work in accordance with Public Contract Code Section 22034 and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

(c) Notice inviting informal bids. At least 10 calendar days before the bid deadline, the purchasing officer shall mail, fax, or email a notice inviting informal bids to either:

(1) All the qualified contractors on the relevant bidders list unless the product or service is proprietary, or

(2) All construction trade journals specified by the California Uniform Construction Cost Accounting Commission under Public Contract Code Section 22036.

(d) Notice contents. The notice required by subsection (c) shall:

(1) Describe the project in general terms and how to obtain more detailed information about the project; and

(2) State the time and place for the submission of bids.

(e) Exceeding dollar limit. If all bids received for an informally bid public construction project ~~are in excess of $200,000~~exceed the amount in subsection (a) , the city council may, by passage of a resolution by a four-fifths vote, award the contract, ~~at $212,500 or less~~if with the amount set forth in Public Contract Code Section 22034(d), to the lowest responsible bidder, if it determines that the original cost estimate of the city was reasonable.

SECTION 8. BCC § 2-147 AMENDED

Belmont City Code Chapter 2, Article V, section 2-147 is amended to read:

Sec. 2-147 Formal bidding.

(a) Dollar threshold. Formally bid public project construction means construction projects that are more than the amount set forth in Public Contract Code Section 22032(c), as amended.

(b) Procedure. The contract authority may let formally bid public project construction ~~in an amount more than $200,000~~ in accordance with the formal bidding process in Public Contract Code Section 22037 and ~~the provisions governing formal bidding in this division~~BCC Sections 2-148 and 2-149(a).

(c~~b~~) The purchasing officer shall publish a notice inviting sealed, formal bids. The notice shall:

(1) Be mailed and either faxed or emailed at least 15 days before bid opening to all construction trade journals specified by the California Uniform Construction Cost Accounting Commission under Public Contract Code Section 22036;

(2) Be published at least 14 days before bid opening in a newspaper of general circulation in the city;

(3) State the time and place for receiving and opening of sealed bid; and

(4) Distinctly describe the project.

SECTION 9. BCC § 2-166 AMENDED

Belmont City Code Chapter 2, Article VI, section 2-166 is amended in part as follows:

Sec. 2-166 Established city advisory bodies

(a) [text unchanged]

(b) Parks, ~~and~~ recreation and culture commission.

(1) A parks, ~~and~~ recreation and culture commission consisting of a minimum of five voting members and a maximum of seven voting members and two non-voting youth members is created. The two non-voting youth members must be at least 13 years old, and no more than 17 years old at the time of appointment ("youth commissioners") and must present parental/guardian consent to be considered for appointment. The youth members may not receive compensation and serve only in an advisory capacity.

(2) Parks, ~~and~~ recreation and culture commission appointments are for one year for a youth commissioner and two years for other members unless otherwise determined by the city council.

(3) The duties of the parks, ~~and~~ recreation, and culture commission are as follows:

(A) Advise the city council on the adoption and amendment of policies and programs in the general plan related to city recreation and open space in accordance with Government Code Sections 65353 and 65354.

(B) Advise the parks and recreation department on standards for and matters related to development of recreational areas, facilities, parks and programs.

(C) Assist the parks, ~~and~~ recreation and culture department in making periodic inventories of recreational services and facilities and parks that exist or may be needed, and interpret such matters to the public and the city council.

(D) Advise the parks, ~~and~~ recreation and culture department in the preparation of the annual budget and long-range recreation and park capital improvement program.

(E) Advise the public works department regarding bicycle and pedestrian projects eligible for Transportation Development Act local transportation funding and the development of comprehensive bicycle plans.

(F) Perform such other duties as may be assigned to the commission by the city council.

(4) Regular meetings of the parks, ~~and~~ recreation and culture commission take place on the 1st Wednesday of the month.

SECTION 10. BCC CHP 4, ARTICLE II REPEALED

Belmont City Code Chapter 4, Article II (Dances and Dancing), including sections 4-36 through 4-51, is repealed.

SECTION 11. BCC CHP 4, ARTICLE III REPEALED

Belmont City Code Chapter 4, Article III (Mechanical Amusement Devices), including sections 4-36 through 4-51, is repealed.

SECTION 12. BCC §4-65 AMENDED

Belmont City Code Chapter 4, Article IV (Charitable Bingo), section 4-65 is amended to read:

Sec. 4-65 ~~**Permit**~~ **Bingo Games**

Only charitable organizations or senior citizens groups may ~~obtain a permit to~~ operate or conduct a bingo game. ~~No bingo game may be conducted without first obtaining a permit from the police chief.~~

SECTION 13. BCC §4-66 AMENDED

Belmont City Code Chapter 4, Article IV (Charitable Bingo), section 4-65 is amended to read:

Sec. 4-66 Evidence of tax-exempt status to accompany license application.

~~Any~~ A charitable organization ~~applying for a bingo license shall~~operating or conducting a bingo game must submit to the chief of police upon demand ~~with its application therefor~~ a certification from the franchise tax board of tax-exempt status under Revenue and Taxation Code section 23701d of the ~~Revenue and Taxation Code of the State of California, and~~or a certification from the United States Internal Revenue Service that a contribution or gift to the ~~applicant~~ organization would be a charitable contribution under United States Code Title 26, section 170(c)(2) ~~of the United States Internal Revenue Code of 1954, as amended.~~

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SECTION 14. BCC §4-67 THROUGH 4-73 REPEALED

Belmont City Code Chapter 4, Article IV (Charitable Bingo), sections 4-67 through 4-73 are repealed.

SECTION 15. BCC CHP 6 REPEALED

Belmont City Code Chapter 6 (Bicycles), including sections 6-1 through 6-12, is repealed.

SECTION 16. BCC CHP 10 REPEALED

Belmont City Code Chapter 10 (Fortunetelling and Occult Practices), including sections 10-1 through 10-11, is repealed.

SECTION 17. BCC § 15-2 REPEALED

Belmont City Code Chapter 15, Article I, section 15-2 (Escort service businesses) is repealed.

SECTION 18. BCC § 15-5 REPEALED

Belmont City Code Chapter 15, Article I, section 15-5 (Speed of trains) is repealed.

SECTION 19. BCC § 15-6 REPEALED

Belmont City Code Chapter 15, Article I, section 15-6 (Rock crushing) is repealed.

SECTION 20. BCC § 15-6 ADDED

Belmont City Code Chapter 15, Article I, section 15-6 is added to read:

Sec. 15-6 Management of Property

Every person who owns, possesses or controls real property must manage and use the property and cause others that may possess, manage, or control the property to manage and use the property in a manner that avoids violation of this code and prevents others from maintaining conditions on the property prohibited by this code or using the property in a manner prohibited by this code or otherwise constitutes a public nuisance. Notwithstanding anything in common law to the contrary, a person who owns, possesses or controls real property is not relieved by the terms of any lease, property management agreement, or other

agreement, or the right of any other person to exclusive possession and control of the real property, from complying with this section.

SECTION 21. BCC § 15-7 AMENDED

Belmont City Code Chapter 15, Article I, section 15-7 is amended to read:

Sec. 15-7 Fireworks

~~It shall be unlawful for any person to fire or discharge within the city, or to cause to be fired or discharged, within the city, any firecrackers, fireworks of explosive nature or explosives of any kind whatsoever, excepting in accordance with the provisions of this article.~~ (a)(1) It is unlawful for any person to sell, store, possess or discharge any fireworks, including dangerous fireworks, agricultural fireworks, or safe and sane fireworks, in the City of Belmont.

(2) It is unlawful to use or to allow the use of any real property in the City for the purpose of selling, storing, possessing or discharging any fireworks, including dangerous fireworks, agricultural fireworks, or safe and sane fireworks.

(3) Unlawful use of fireworks is a public nuisance and ever property where fireworks are unlawfully used is a public nuisance.

(b) As used in this article, the words “dangerous fireworks,” “fireworks,” and "safe and sane fireworks” are defined as set forth in California Health and Safety Code Sections 12505, 12511, and 12529, respectively.

(c) Subsection (a) does not apply to:

(1) Fireworks that are used by railroads or other transportation agencies for signaling or illumination.

(2) The sale or use of blank cartridges for theatrics, signaling or ceremonial purposes.

(3) The sale, use, or possession of party poppers, cap guns, and paper caps.

(4) The use of fireworks by the United States Armed Forces.

(5) The storage or handling of fireworks as required for explosives, which are regulated by California Fire Code as locally amended.

(6) The storage, use and handling of fireworks for public display for which a permit has been issued as set forth in the California Fire Code as locally amended.

(7) The storage, use and handling of fireworks for pyrotechnic special effects which are regulated by California Fire Code as locally amended.

(8) The sale, storage or use of Agricultural Fireworks, as defined by Health & Safety Code Section 12503, which are regulated by the State Fire Marshal.

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SECTION 22. BCC § 15-8 REPEALED

Belmont City Code Chapter 15, Article I, section 15-8 (Same—Blasting permits) is repealed.

SECTION 23. BCC § 15-9 REPEALED

Belmont City Code Chapter 15, Article I, section 15-9 (Sales to or possession of fireworks by minors restricted) is repealed.

SECTION 24. BCC § 15-20 THROUGH 15-26 REPEALED

Belmont City Code Chapter 15, Article II, Division 1, including sections 15-20 through 15-26 pertaining to switchblades and dangerous weapons is repealed.

SECTION 25. BCC § 17-107 AMENDED

Belmont City Code Chapter 17, Article IV, Section 17-107 is amended to read:

(a) Parks, ~~and~~ recreation and culture commission review. Before the approval of any tentative map with ~~fifty (~~50~~)~~ or more units, any condominium project with ~~fifty (~~50~~)~~ or more dwelling units, any tentative map or tentative parcel map where parkland dedication is proposed or improvements to dedicated parkland are proposed, or any tentative map or tentative parcel map where a credit for private recreational facilities is proposed, the park, ~~and~~ recreation, and culture commission shall consider, after a report and recommendation from the park, ~~and~~ recreation, and culture director, whether land should be dedicated, whether in-lieu fees should be paid by the subdivider, whether improvements should be made to neighborhood or community parks or dedicated land, whether a credit should be given for private recreational facilities, or any combination, in accordance with the standards in this article and the criteria listed in this section. The recommendation of the park, ~~and~~ recreation and culture commission shall be submitted to the approving body in its review of the tentative map or tentative parcel map.

(b) – (g) [text unchanged]

SECTION 26. BCC § 18-35 AMENDED

Belmont City Code Chapter 18, Article III (Unclaimed Personal Property) section 18-35 is amended to read:

Sec. 18-35 ~~**Receipt of**~~**Personal property holding period**~~**; to be held six months except when title is proved.**~~

The police department or other city department, upon finding or receipt of any personal property, including bicycles, the ownership of which is unknown to the department, must ~~shall note the date thereof in the records of the department, and shall~~ hold ~~such~~the property in some safe place for ~~six (6) months~~ 90 days from such finding or receipt ~~of such property~~, unless title and right to possession thereof is proven to the department.

SECTION 27. BCC § CHP 18, ART. VI REPEALED

Belmont City Code Chapter 18, Article VI (Direct Connect Police Alarm Board), including sections 18-69 and 18-70, is repealed.

SECTION 28. EFFECTIVE DATE.

This Ordinance takes effect and will be enforced 30 days after its adoption.

* * *

The City Council of the City of Belmont, California introduced the foregoing ordinance, on [insert date], 2012 and adopted the ordinance at a regular meeting held on [insert date], 2012 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

STAFF REPORT

Meeting Date:	September 9, 2025
Agency:	City of Belmont
Staff Contact:	Ken Stenquist, Police Department, (650) 595-7404, kstenquist@belmont.gov
Agenda Title:	Renewal of an Agreement with the City of Redwood City for use of its Training Facility
Agenda Action:	Resolution

Recommendation

Adopt a resolution authorizing the City Manager to execute a 3-year renewal of the rental agreement with the City of Redwood City for the use of its firearms training facility.

Strategic Focus Area

Public Safety

Background

The City of Redwood City firearms training facility is used for mandated firearms training and qualifications by sworn police personnel. The Belmont Police Department has used this facility for over two decades to meet the training and qualification needs for staff. The current agreement expired on June 30, 2025 and staff seeks to renew the agreement for use of this facility. This agreement would be effective from July 1st, 2025 to June 30th, 2028.

While there are other firearms training facilities available for use, the City of Redwood City facility is the most cost effective and allows the most flexibility to meet the needs of police personnel.

Analysis

The Belmont Police Department staff negotiated an hourly rate for use of Redwood City's firearm training facility of $75.00 per hour for the first year of the agreement, increasing $2 per hour each year. The agreement includes use of the facility for 200 hours each year. The cost of the agreement is

July 1, 2025 – June 30, 2026: $75.00 per hour (200 hrs. x $75.00 = $15,000)
July 1, 2026 – June 30, 2027: $77.00 per hour (200 hrs. x $77.00 = $15,400)
July 1, 2027 – June 30, 2028: $79.00 per hour (200 hrs. x $79.00 = $15,800)

The total cost of the agreement over the three-year term is $46,200.

Alternatives

1. Take No Action
2. Return to Staff with Direction

Attachments

A. Resolution
B. Range Agreement

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: Funding for the first year of the three-year agreement has been incorporated into the current FY 2025-26 budget. Funding for the remaining two years of the agreement will be incorporated each year as part of the annual budget development process and subject to Council approval (Account# 101-2-601-8351).

Source:	**Purpose:**	**Public Outreach:**
Staff	Discretionary Action	Posting of Agenda

RESOLUTION NO. 2028 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE CITY OF REDWOOD CITY FOR USE OF ITS TRAINING FACILITY FOR A 3 YEAR TERM EXPIRING JUNE 30, 2028

WHEREAS, the Belmont Police Department is required to provide firearms training for sworn personnel; and,

WHEREAS, the Belmont Police Department has been utilizing the Redwood City Police Department firearms training facility for over two decades; and,

WHEREAS, the Belmont Police Department entered into an agreement with the City of Redwood City to use their firearms training facility which expired on June 30th, 2025.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to extend the agreement with the City of Redwood City for use of their firearms training facility for 3 years expiring June 30, 2028.

* * *

ADOPTED September 9, 2025 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

FIREARMS TRAINING FACILITY AGREEMENT
Belmont

THIS AGREEMENT is made by and entered into this __ day of _____, 2025 between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City") and the CITY OF BELMONT, a municipal corporation of the State of California ("User").

RECITALS

WHEREAS, City has constructed and operates a police training facility and pistol range located at 1301 Maple Street, Redwood City, California; and

WHEREAS, City has a full-time employee as a Firearms Training Coordinator responsible for such facility and range; and

WHEREAS, City has promulgated certain rules and regulations concerning safety, hours of operation, and general use of the facilities; and

WHEREAS, User seeks to use the training facility and pistol range at such times specified, including times when said facility would otherwise be closed and not in use; and

WHEREAS, it is the desire of User to provide its own training supervisor, but it is the intent of both parties that the City's Firearms Training Coordinator shall have paramount authority over the supervision of the training facility and pistol range.

NOW, THEREFORE, the parties hereto agree as follows:

1. City agrees to allow those officers, employees or agents of User listed upon an authorization sheet supplied by User to use all equipment and facilities at the City's pistol range during the hours specified herein.

2. User agrees to provide City with a list of all persons authorized to use the facilities as an officer, employee, or agent of User. Additions or deletions from the authorization list shall be provided to City on a monthly basis. User shall take any and all reasonable measures to assure that only persons specified on the authorization list shall be permitted to use the training facilities and pistol range. The lists are provided to City for informational purposes only and City shall have no obligation to screen or to otherwise evaluate the qualifications of the listed persons to use the training facility or pistol range. Such screening procedures shall be the sole responsibility of User.

3. All officers, employees and agents of User shall strictly comply with all published rules and regulations of City and with any order or directive of City's Firearms Training Coordinator.

4. The City's Firearms Training Coordinator shall have full authority to close the facility and range at any time for any purpose. The City's Firearms Training Coordinator shall have full authority to exclude any person from use of the facility for violation of any rules or regulations relating to safety.

5. User may utilize the training facility and pistol range as needed during such time as the facility would otherwise not be in use by City personnel or other contracting agencies. City reserves the exclusive right to determine the hours of operation of the training facility and pistol range.

6. This Agreement shall be for the period of July 1st, 2025, and ending June 30, 2028, subject to cancellation without cause by either party upon providing thirty (30) days written notice to the other party. Special events proposed to be conducted by User requiring the exclusive uses of the facilities may be authorized by City upon submittal of a request to the City's Firearms Training Coordinator and approval thereof by City's Firearms Training Coordinator.

7. City agrees to remain solely responsible for the normal maintenance and repair of the facilities. User agrees to pay City any and all reasonable costs resulting from the destruction or partial destruction of the training facility and pistol range which is caused as the result of the use of User of said facility. In consideration for the use of this pistol range, User agrees to pay City a flat rate amount of $46,200.00 as itemized below:

July 1st, 2025 to June 30, 2026 = flat rate amount of $15,000.00 (200 hours x $75.00/hour)
July 1st, 2026 to June 30, 2027 = flat rate amount of $15,400.00 (200 Hours x $77.00/hour)
July 1st, 2027 to June 30, 2028 = flat rate amount of $15,800.00 (200 Hours x $79.00/hour)

User agrees to pay the flat rate amount upon receipt of an invoice from City at the end of each time period described above.

No shorter period for use of the pistol range shall be provided.

8. User also agrees to provide all items for training including, but not limited to, ammunition, targets, weapons, etc.

9. User must provide a certified range master or certified training supervisor to conduct such training. Such person must be present throughout the use of the pistol range by User. Such person also must be approved by the City's Firearms Training Coordinator prior to the conduct of User's training.

10. City shall not be liable for any loss, damage or injury of any kind whatsoever to User or its property, or to any of User's officers, employees, agents, guests or invitees, or any other person whomsoever, caused by any use of the training facility or pistol range,

or by any defect in any building, structure or any other improvement constructed thereon, or arising from any accident on said premises or any fire or other casualty thereon, or occasioned by the failure on the part of User to maintain, use, supervise, or regulate the premises in a safe manner, or by any act or omission of User or of any of User's officers, employees, agents, guests, or invitees, or arising from any other cause whatsoever. User hereby waives, releases, and discharges any and all claims and demands against City, its officers, boards and commissions, employees, agents, and volunteers for any such loss, damage or injury of User. User hereby agrees to defend, indemnify and hold harmless City, its officers, boards and commissions, employees, agents and volunteers from and against any and all claims, damages, losses and expenses including attorney fees arising out of the use of the premises by User, its officers, employees, agents, guests or invitees, caused or claimed to be caused by the acts, errors and/or omissions of User, its officers, employees, agents, guests or invitees or anyone for whose acts any of them may be liable ("Responsible Parties"). User's responsibilities under this section include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that User's duty to indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

11. User agrees that any and all of its officers, employees, agents or other personnel that may utilize the facility are not employees of the City of Redwood City. Should any officer, employee, agent, or other personnel of User submit a claim for any injury or cumulative trauma, including but not limited to hearing loss, arising out of his/her employment relationship with User relating to the use of the City's facility, User will indemnify, defend and hold City, its officers, boards and commissions, officials, agents, volunteers and employees harmless from all such claims, whether made by way of civil litigation, arbitration, through the worker's compensation forum, or any other administrative, judicial or court proceeding.

12. User agrees to comply with the insurance requirements set forth by the City Risk Manager in Exhibit A, attached to this Agreement and incorporated by reference. City acknowledges that User is self-insured pursuant to California Government Code 990.4.

(Signature page follows)

CITY:

CITY OF REDWOOD CITY,
a charter city and municipal corporation of the State of California

By:_____
Melissa Stevenson Diaz, City Manager

Attest:

_____
Yessika Castro, City Clerk

USER:

CITY OF BELMONT,
a municipal corporation of the State of California

By:_____
Afshin Oskoui, City Manager

Attest:

_____
Jozi Plut, City Clerk

Exhibit “A”

Insurance

11. Insurance. User shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by User or User’s agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than “A-:VII”.

11.1 Coverages and Limits. User, at its sole expense, shall maintain the types of coverages and minimum limits indicated below. These minimum amounts of coverage will not constitute any limitations or cap on User's indemnification obligations under this Agreement.

11.1.1 Commercial General Liability Insurance. User shall maintain occurrence based coverage with limits not less than $2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

11.1.2 Business Automobile Liability Insurance. User shall maintain coverage with limits not less than $1,000,000 per each accident for owned, hired and non-owned automobiles.

11.1.3 Workers' Compensation and Employer's Liability Insurance. User shall maintain coverage as required by the California Labor Code and Employer’s Liability limits with limits not less than $1,000,000 per each accident for bodily injury or disease. The Worker’s Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees, and volunteers.

11.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without User providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

11.3 Providing Certificates of Insurance and Endorsements. Prior to City’s execution of this Agreement, User shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City’s Risk Manager. In no event shall User commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been

accepted by City's Risk Manager.

11.4 Failure to Maintain Coverage. If User fails to comply with these insurance requirements, then City will have the option to declare User in breach

11.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

11.6 Self-Insurance. Notwithstanding the above, both Parties will have the right to self-insure against any and all perils and/or liabilities against which it would otherwise be required to insure and will also have the right to effect any such insurance by means of so called "blanket" or "umbrella" policies of insurance.

STAFF REPORT

Meeting Date:	September 9, 2025
Agency:	City of Belmont
Staff Contact:	Brian Nguyen, Public Works, (650) 637-2998, bnguyen@belmont.gov
Agenda Title:	Belmont Village Bicycle Improvement Project – Plans and Specifications Approval, Bid and Construction Award Authorization
Agenda Action:	Resolution

Recommendation

Adopt a resolution approving plans and specifications, authorizing advertisement for sealed bids, authorizing the City Manager to negotiate and execute a contract with the lowest responsible and responsive bidder for an amount not to exceed $211,520 plus a ten percent construction contingency for the Belmont Village Bicycle Improvement Project, City Contract Number 2025-638.

Strategic Focus Area

Infrastructure and Mobility

Background

In 2016, the City Council adopted the City of Belmont 2016 Comprehensive Pedestrian/Bicycle Plan. The plan provided operational planning and guiding principles to improve walking and biking as modes of travel for both commuting and recreational purposes. The primary objective of the plan is to increase usage of public facilities by pedestrians and bicyclists with benefits in health, reduction in vehicular traffic, air pollution, and energy consumption.

In 2017, the City Council approved the Belmont Village Specific Plan (BVSP). The BVSP updated land use in the downtown and transit-oriented core area to accommodate planned affordable housing and multi-family mixed use developments. Several new multi-family developments have been built or are under construction since BVSP update. The pedestrian and bicyclist activity are steadily increasing within the city limits and particularly around the Belmont Village core.

In August 2022, San Mateo County Transportation Authority (SMCTA) announced the Cycle 6 Pedestrian and Bicycle Program to help fund local projects that improve accessibility and safety for walking and bicycling. City staff has an action plan to implement the recommendations set forth by both the Comprehensive Pedestrian/Bicycle Plan and the BVSP with the Belmont Village Pedestrian/Bicycle Improvement Project (Project). On September 25, 2024, the Metropolitan Transportation Commission (MTC) approved allocation of Transportation Development Act (TDA) funds to the City for FY 2024-25 in the amount of $330,000 to help fund the project.

In May 2025, The Belmont Village Bicycle Improvement Plans were shared at the quarterly Parking, Traffic, and Safety Committee meeting, where the public response was generally positive and no

significant objections were raised.

Additionally, in May 2025, notices were sent to property owners and residents along Ralston Avenue adjacent to on-street parking that will be removed as a result of this project and the City did not receive major objections to the project. Belmont Public Works received a request from one business at 562 Ralston Avenue that asked to remove timed parking along Masonic Way to mitigate the loss of on-street parking along Ralston; the Parking and Traffic Safety Committee reviewed the request and determined that the timed parking could not be removed because of the unwanted prolonged parking due to the close vicinity of the Caltrain station.

Analysis

The Belmont Village Bicycle Improvements propose to install Class II Bicycle facilities (striped buffered bike lane) along Ralston Avenue, Sixth Avenue, Fifth Avenue, and Emmet Avenue and a Class III (bicycle boulevard) along Hiller Street and O'Neill Avenue. These streets currently offer limited or no dedicated bicycle facilities, creating challenges for cyclists along Belmont's busy corridors. Through the Quick-Build Belmont Village Bicycle Improvements Project, the City is proactively enhancing safety and connectivity for bicyclists while advancing the recommendations and strategic goals of the 2016 City of Belmont Comprehensive Pedestrian and Bicycle Plan. This effort also aligns with the 2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan, reinforcing Belmont's commitment to a safer, more accessible, and sustainable transportation network. (See Attachment A – 100% Plans for reference.)

The total engineer's estimate for the project is $211,520. The project construction is expected to start December 1 and is estimated to take 20 working days.

The project is categorically exempt from the California Environmental Quality Act (CEQA) under the CEQA Section 15301(c) because the project performs maintenance, repair, or minor alteration of existing facilities.

Alternatives

1. Take no action
2. Refer back to staff for more information

Attachments

A. Project Plans
B. Project Specifications

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:	The total estimated construction cost is $211,520 plus a ten percent construction contingency. Funding is budgeted Capital Improvement Program (CIP) Belmont Village Bicycle Improvement Project# 3239 (Account No. 399-3-730-3239-9030) and is supported by multiple sources including TDA grant funding and Measure A.

Source:	**Purpose:**	**Public Outreach:**
Staff	Council Vision/Priority	Posting of Agenda

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING PLANS AND SPECIFICATIONS, AUTHORIZING ADVERTISEMENT FOR SEALED BIDS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER FOR AN AMOUNT NOT TO EXCEED $211,520 PLUS A TEN PERCENT CONSTRUCTION CONTINGENCY FOR THE BELMONT VILLAGE BICYCLE IMPROVEMENT PROJECT, CITY CONTRACT NUMBER 2025-638.

WHEREAS, the Department of Public Works has prepared plans and specifications for the Belmont Village Bicycle Improvement Project, CCN 2025-638; and,

WHEREAS, the project is categorically exempt from the California Environmental Quality Act (CEQA) under the CEQA Section 15301(c) because the project performs maintenance, repair or minor alteration of existing facilities; and,

WHEREAS, the project was budgeted from the Account Number 399-3-730-3239-9030 (Belmont Village Bicycle Improvement Project); and,

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. Approves plans and specifications, authorizes the advertisement for sealed bids, and authorizes the City Manager to negotiate and execute a contract with the lowest responsible and responsive bidder for an amount not to exceed $211,520 plus a ten percent construction contingency for the Belmont Village Bicycle Improvement Project, City Contract Number 2025-638.

* * *

ADOPTED September 9, 2025 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

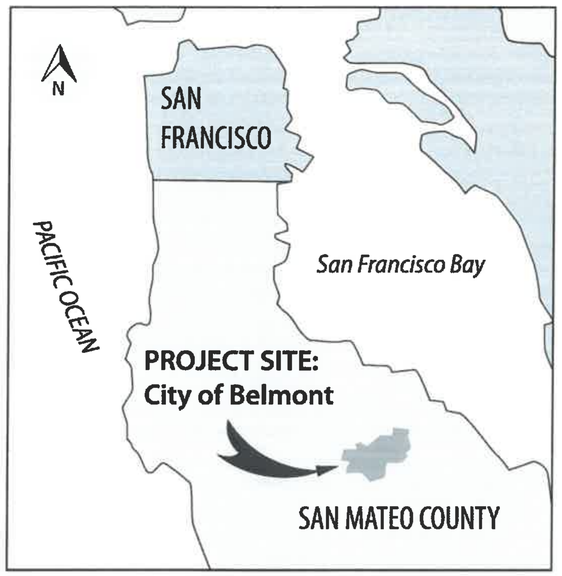
ATTACHMENT A

CITY OF BELMONT

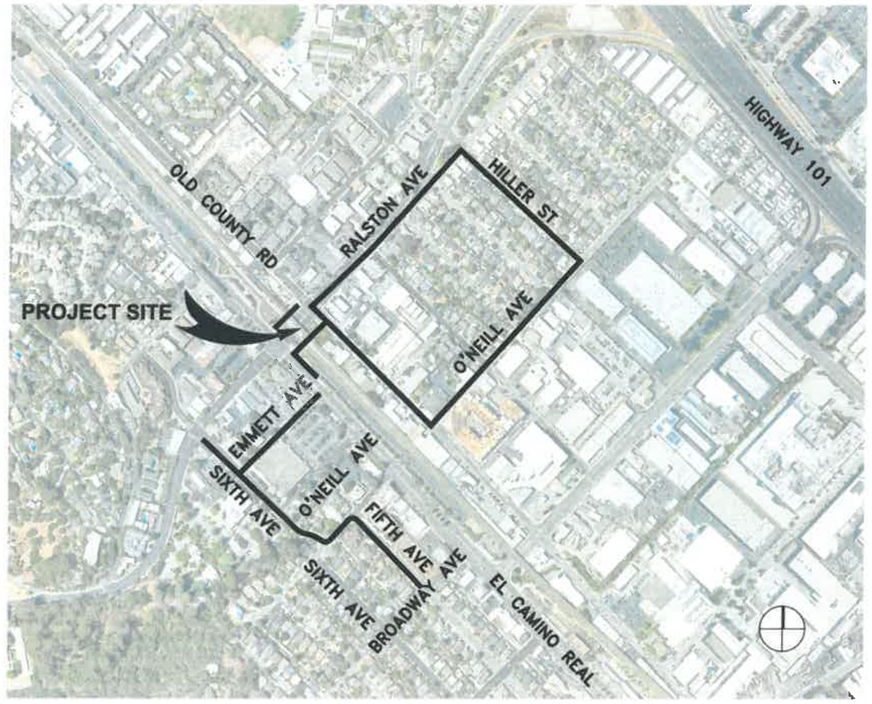
BELMONT VILLAGE BICYCLE IMPROVEMENTS

PROJECT: CCN 2025-638

LOCATION MAP
NOT TO SCALE



PROJECT SITE
NOT TO SCALE



INDEX OF SHEETS

SHEET	DRAWING	DESCRIPTION
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20	L–9	LAYOUT PLAN
21	CD–1	CONSTRUCTIONS DETAILS
22	CD–2	CONSTRUCTIONS DETAILS
23	Q–1	PAVEMENT DELINEATION AND SIGNAGE QUANTITIES

CITY OF BELMONT

NISHA A PATEL, P.E.
DIRECTOR OF PUBLIC WORKS

07/30/2025

PREPARED UNDER THE DIRECTION OF:

ANDRES GONZALEZ, P.E.
REGISTERED ENGINEER

07/30/2025

100% BID DOCUMENTS

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Parametrix

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ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400

REGISTERED PROFESSIONAL ENGINEER ANDRES GONZALEZ C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
TITLE SHEET

CALIFORNIA BELMONT

REVISIONS		
NO.	DESCRIPTION	
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DATE 07/30/2025 | SCALE NTS
PMX PROJECT NO. 474-8940-001
DRAWING T-1
SHEET NO. 1 OF 23

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CURRENTLY ADOPTED EDITIONS OF THE STANDARD PLANS AND SPECIFICATIONS, PROCEDURES MANUALS, AND ALL APPLICABLE REGULATIONS AND JURISDICTIONAL AGENCIES, UNLESS OTHERWISE NOTED. TYPICAL DETAILS REFERRED TO ON THESE DRAWINGS ARE FROM THE SAN MATEO COUNTY STANDARD PLANS, CITY OF BELMONT STANDARD PLANS, CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS, AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), ISSUED BY CALTRANS.
2. FIELD MEASUREMENTS MAY VARY FROM THOSE ON THE DRAWINGS. PAYMENT WILL BE BASED ON QUANTITIES INSTALLED.
3. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY LOCATIONS, ELEVATIONS, ETC. OF EXISTING FACILITIES AND TO IMMEDIATELY NOTIFY THE ENGINEER OF ANY FIELD CONFLICTS OR OMISSIONS.
4. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROLS THROUGHOUT THE CONSTRUCTION PER THE PROJECT SPECIFICATIONS AND SHALL SUBMIT A PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL PLAN SUBJECT TO THE APPROVAL OF THE CITY 15 WORKING DAYS PRIOR TO THE START DATE OF CONSTRUCTION. ALL TRAFFIC CONTROL AND DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CA MUTCD. CONTRACTOR SHALL POST INFORMATION SIGNS WARNING OF POTENTIAL TRAFFIC DELAYS AT LEAST 48 HOURS PRIOR TO ANY LANE CLOSURE. THE CITY RESERVES THE RIGHT TO REQUIRE MODIFICATIONS TO THE APPROVED TRAFFIC CONTROL PLAN IN THE FIELD.
5. UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS FOR INFORMATIONAL PURPOSES. AS PART OF THEIR PRE-BID INSPECTION, BIDDERS SHALL NOTE THE TYPE AND LOCATION OF BURIED AND OVERHEAD UTILITIES IN THE PROPOSED WORK AREA. BIDDERS PRICE SHALL INCLUDE PROVISIONS FOR WORKING IN AREAS WHERE UTILITIES EXIST AT THE TIME OF BIDDING, WHETHER SHOWN ON THE PLANS OR NOT, AND NO ADDITIONAL COMPENSATION IS ALLOWED.
6. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A) AT 811 A MINIMUM OF TWO WORKING DAYS IN ADVANCE OF ANY EXCAVATION.
7. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCIES PRIOR TO THE START OF ANY WORK WHICH MAY AFFECT THEIR FACILITIES. THE FOLLOWING UTILITIES AND AGENCIES ARE KNOWN TO HAVE FACILITIES WITHIN THE PROJECT LIMITS:

CITY OF BELMONT PUBLIC WORKS	(650) 595-7425
PACIFIC GAS & ELECTRIC	(800) 743-5000
MID-PEN WATER DISTRICT.	(650) 591-8941

8. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT.
9. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE RIGHTS-OF-WAY AND EASEMENTS OBTAINED FOR THIS PROJECT UNLESS OTHERWISE SHOWN. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, VEHICLES AND EQUIPMENT, LIMITS OF TRENCH EXCAVATIONS, AND STOCKPILED MATERIALS.
10. IF ANY CULTURAL FEATURES OR ARCHAEOLOGICAL MATERIALS ARE UNCOVERED DURING EXCAVATION WORK, ALL WORK WITHIN ONE HUNDRED FEET OF THESE MATERIALS SHALL BE STOPPED UNTIL A PROFESSIONAL ARCHAEOLOGIST CERTIFIED BY THE SOCIETY OF PROFESSIONAL ARCHAEOLOGY OR SOCIETY OF CALIFORNIA ARCHAEOLOGY TO RECOMMEND APPROPRIATE MITIGATION MEASURES.
11. THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPE, AND ALL OTHER EXISTING CONDITIONS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, GRADING, STRIPING, ETC. AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS, TRAFFIC CONTROLS AND HAZARDOUS CONDITIONS.
12. ALL EXISTING UTILITIES AND IMPROVEMENTS THAT BECOME DAMAGED DURING CONSTRUCTION SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE CITY, AT THE CONTRACTOR'S SOLE EXPENSE.
13. THE CONTRACTOR IS RESPONSIBLE TO REPAIR ANY IRRIGATION LINES OR HEADS DAMAGE DURING CONSTRUCTION AND SHALL REPAIR THE IRRIGATION SYSTEM BACK TO WORKING ORDER. THE CONTRACTOR SHALL COORDINATE WITH THE CITY ON ANY WORK THAT MAY IMPACT EXISTING TREES THAT ARE TO REMAIN.
14. ALL EXCAVATED MATERIALS, DEMOLITION DEBRIS AND WASTE GENERATED DURING THE COURSE OF THE PROJECT BECOMES THE PROPERTY OF THE CONTRACTOR AND MUST BE RECYCLED OR DISPOSED OF AT AN APPROPRIATE OFFSITE FACILITY.
15. THE ENGINEER ASSUMES NO RESPONSIBILITY BEYOND ADEQUACY OF THE DESIGN CONTAINED HEREIN.
16. ALL REQUIRED PERMITS AND NOTIFICATIONS FOR CONSTRUCTION SHALL BE OBTAINED FROM CALTRANS AND THE CITY OF BELMONT PRIOR TO COMMENCEMENT OF ANY WORK. ALL WORK SHALL BE INSPECTED BY RESPECTIVE AGENCIES AS REQUIRED BY CONSTRUCTION PERMITS.

DEMOLITION NOTES

1. CONTRACTOR TO REVIEW ALL PROPOSED IMPROVEMENT DRAWINGS PRIOR TO THE START OF DEMOLITION.
2. CONCRETE REMOVAL SHALL BE PERPENDICULAR TO PATH OF TRAVEL AND TO NEAREST SCORE MARK FROM LIMIT SHOWN ON PLAN.
3. WHEN THE LIMIT OF DEMOLITION IS ALONG HARDSCAPE SURFACES (PCC & AC PAVEMENT, VERTICAL CURB, CURB AND GUTTER, ETC.) THE LIMIT OF DEMOLITION SHALL BE CONSIDERED THE SAWCUT LINE.
4. DIMENSIONS ON DEMOLITION PLAN ARE APPROXIMATE AND MAY VARY PER FIELD CONDITIONS.
5. CONTRACTOR SHALL REVIEW THE OPERATIONS OF THE EXISTING IRRIGATION SYSTEM WITH THE RESPONSIBLE PARTIES PRIOR TO THE START OF DEMOLITION.
6. PROTECT ALL EXISTING UTILITY STRUCTURES, LINES, AND BOXES UNLESS OTHERWISE NOTED ON PLAN.
7. EXISTING CURB AND SIDEWALK OUTSIDE THE WORK LIMITS THAT ARE DAMAGED OR DISPLACED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR.
8. CONTRACTOR SHALL MAINTAIN EXISTING ELECTRICAL SERVICES TO ALL TRAFFIC SIGNALS, STREET LIGHTS, OR OTHER FACILITIES ONSITE THAT WILL REMAIN IN SERVICE DURING CONSTRUCTION.
9. CONTRACTOR IS RESPONSIBLE TO LEGALLY DISPOSE OF ALL REMOVED MATERIAL.

CALTRANS STANDARD PLANS (2018)

A24A–A24E	PAVEMENT MARKINGS

CITY OF BELMONT STANDARD DETAILS

SI 100	PAVEMENT MARKINGS

SYMBOLS LEGEND

EXISTING	PROPOSED
ANCHOR POLE	NEW SIGN AND POST
BACK FLOW PREVENTER	
DRAINAGE INLET	
FIRE HYDRANT	
GAS METER	
GAS VALVE	
JOINT POLE	
LIGHT POLE	
LUMINAIRE	
MAILBOX	
MAINTENANCE HOLE	
MONUMENT	
PEDESTRIAN PUSH BUTTON	
PULL BOX	
REFLECTOR	
SIGN	
IRRIGATION VALVE	
SEWER CLEANOUT	
TELEPHONE POLE	
UNDERGROUND UTILITY MARKER	
WATER METER	
WATER VALVE	

ABBREVIATIONS

AC	ASPHALT CONCRETE
APS	ACCESSIBLE PEDESTRIAN SIGNAL
BMP	BEST MANAGEMENT PRACTICE
CA MUTCD	CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
NTS	NOT TO SCALE
PBA	PUSH BUTTON ASSEMBLY
PED	PEDESTRIAN
TYP	TYPICAL

100% BID DOCUMENTS

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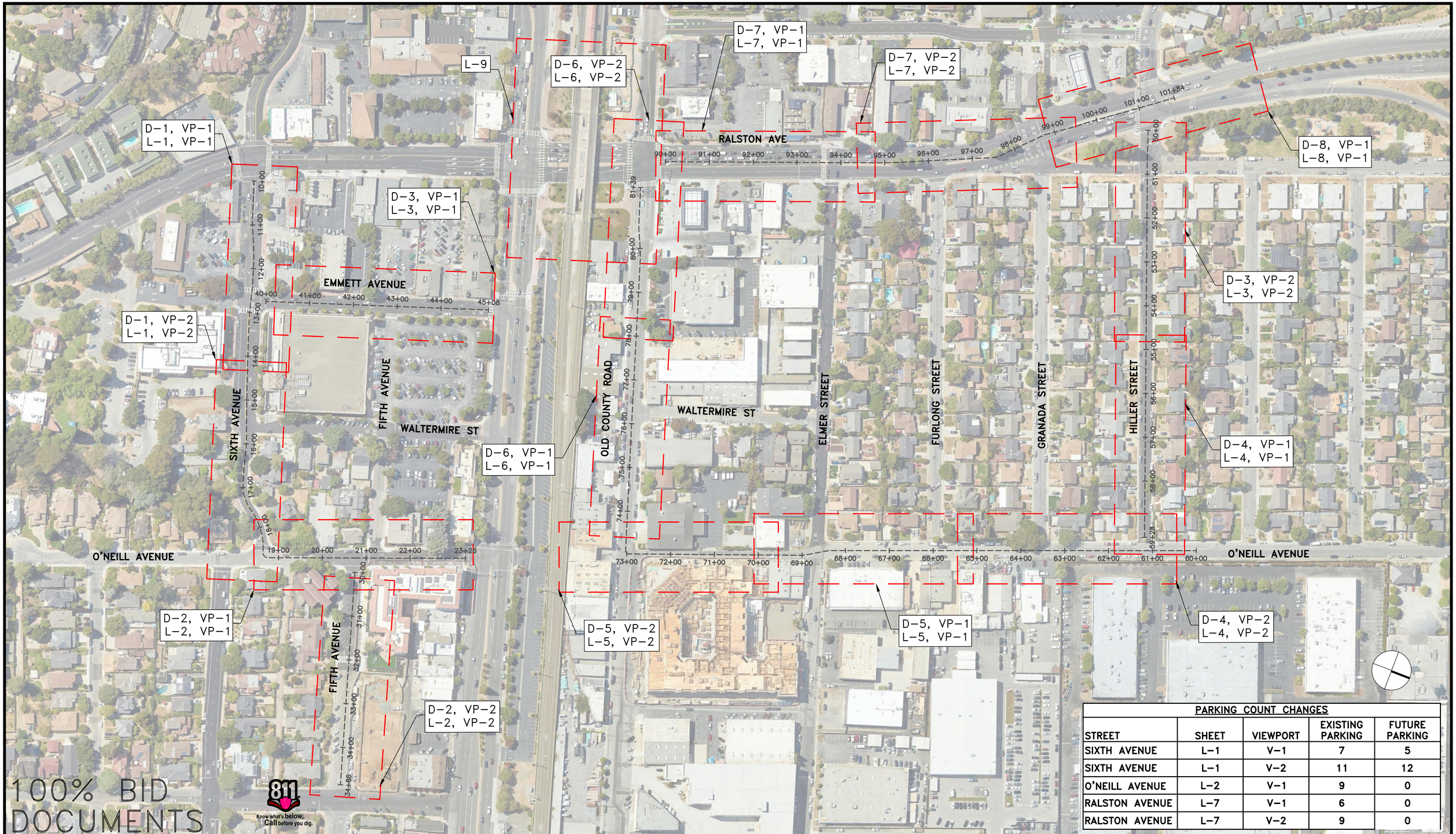
REGISTERED PROFESSIONAL ENGINEER ANDREW GONEAU C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
GENERAL NOTES

CALIFORNIA BELMONT

REVISIONS	
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NO.	DESCRIPTION

DATE 07/30/2025 | SCALE NTS
PMX PROJECT NO. 474-8940-001
DRAWING T-2
SHEET NO. 2 OF 23



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PARKING COUNT CHANGES				
STREET	SHEET	VIEWPORT	EXISTING PARKING	FUTURE PARKING
SIXTH AVENUE	L-1	V-1	7	5
SIXTH AVENUE	L-1	V-2	11	12
O'NEILL AVENUE	L-2	V-1	9	0
RALSTON AVENUE	L-7	V-1	6	0
RALSTON AVENUE	L-7	V-2	9	0

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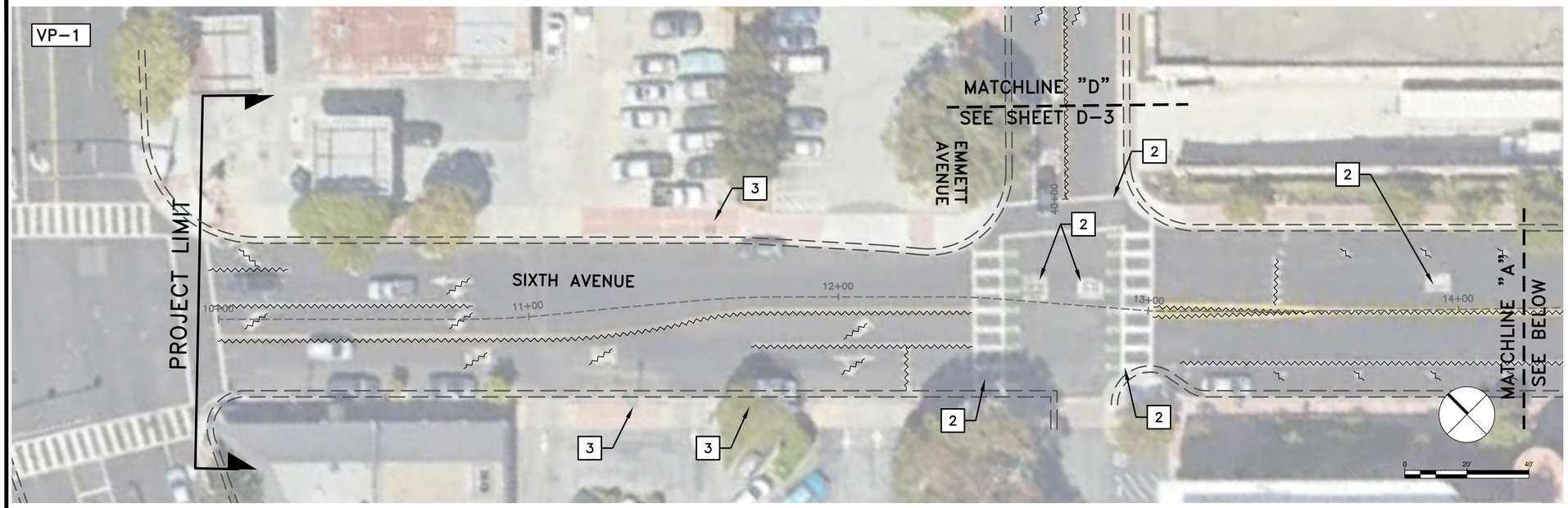
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CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
OVERVIEW MAPS

CALIFORNIA BELMONT

REVISIONS	
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NO.	DESCRIPTION

DATE	07/30/2025
SCALE	NTS
PMX PROJECT NO.	474-8940-001
DRAWING	T-3
SHEET NO.	3 OF 23





GENERAL NOTES (THIS SHEET ONLY)

1. DEMOLITION SHALL BE WITHIN THE LIMITS OF WORK SHOWN, AS APPROVED BY ENGINEER. CONTRACTOR SHALL GIVE SEVEN DAYS NOTICE FOR FIELD VERIFICATION.
2. ALL UTILITIES TO REMAIN SHALL BE PROTECTED
3. ALL PAVEMENT MARKERS SHALL BE REMOVED WITHIN THE LIMITS OF WORK SHOWN

LEGEND

- PAVEMENT STRIPING REMOVAL
- UTILITY POLE
- UTILITY POLE WITH LUMINAIRE
- FIRE HYDRANT
- MAINTENANCE HOLE

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. RETAIN EXISTING PAVEMENT STRIPING
2. RETAIN EXISTING PAVEMENT MARKING
3. REMOVE EXISTING PARKING TIME LIMIT PARKING SIGNS AND POST. ABANDON FOUNDATION.

100% BID DOCUMENTS

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CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
DEMOLITION PLAN

CALIFORNIA BELMONT

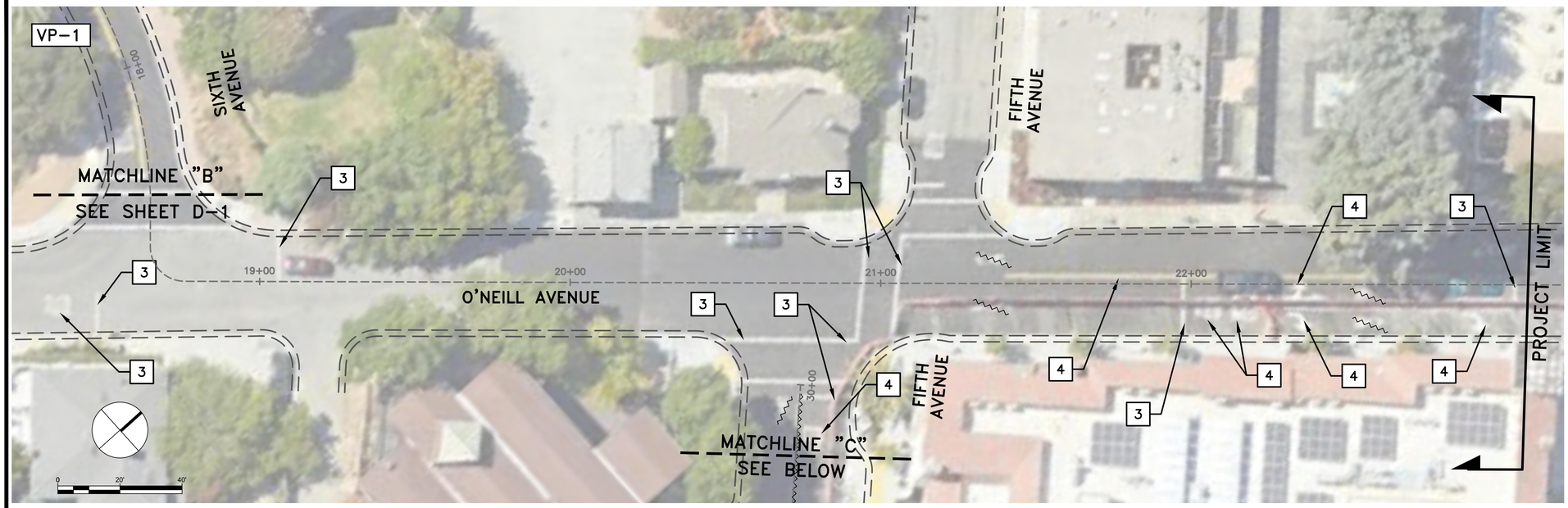
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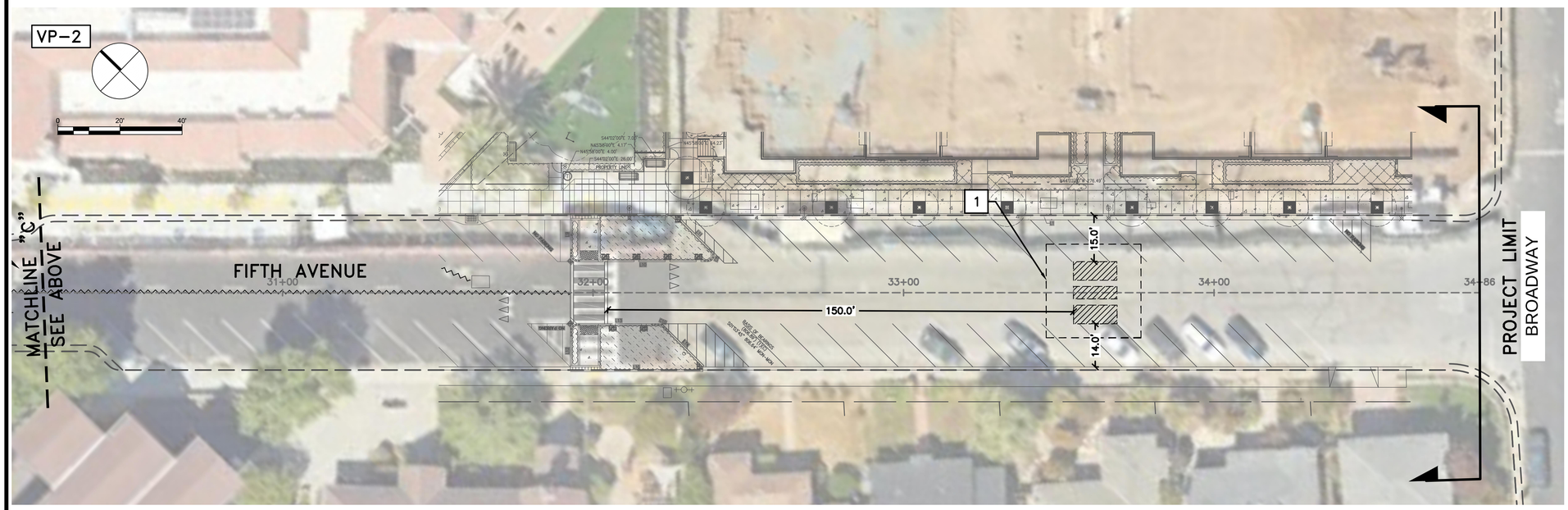
DATE	SCALE
07/30/2025	1"=20'

PMX PROJECT NO. 474-8940-001

DRAWING D-1

SHEET NO. 4 OF 23





GENERAL NOTES (THIS SHEET ONLY)

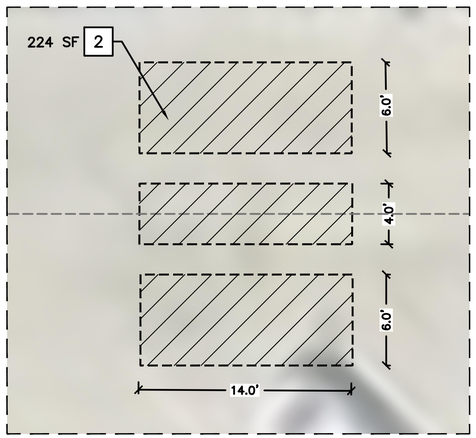
1. DEMOLITION SHALL BE WITHIN THE LIMITS OF WORK SHOWN, AS APPROVED BY ENGINEER. CONTRACTOR SHALL GIVE SEVEN DAYS NOTICE FOR FIELD VERIFICATION.
2. ALL UTILITIES TO REMAIN SHALL BE PROTECTED
3. ALL PAVEMENT MARKERS SHALL BE REMOVED WITHIN THE LIMITS OF WORK SHOWN

LEGEND

- PAVEMENT STRIPING REMOVAL
- AC SAWCUT LINE AND LIMITS OF AC REMOVAL
- UTILITY POLE
- UTILITY POLE WITH LUMINAIRE
- FIRE HYDRANT
- MAINTENANCE HOLE

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. SAWCUT LINE 2" DEPTH OF EXISTING ROADWAY ASPHALT, SEE DETAIL A, THIS SHEET
2. REMOVE 2" DEPTH EXISTING ROADWAY ASPHALT FOR SPEED CUSHION INSTALLATION
3. RETAIN EXISTING PAVEMENT STRIPING
4. RETAIN EXISTING PAVEMENT MARKING



DETAIL A
1"=5'

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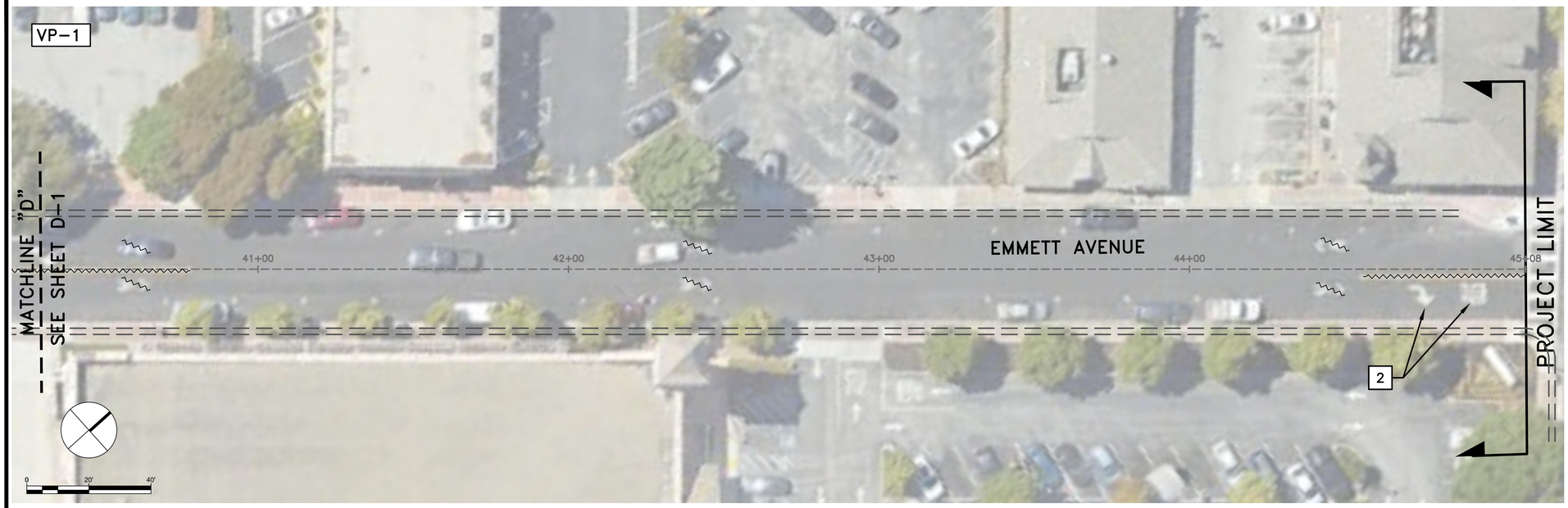
LICENSED PROFESSIONAL ENGINEER ANDRES GONZALEZ C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
DEMOLITION PLAN

CALIFORNIA BELMONT

REVISIONS	
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NO.	DESCRIPTION

DATE: 07/30/2025
SCALE: AS SHOWN
PMX PROJECT NO.: 474-8940-001
DRAWING: D-2
SHEET NO.: 5 OF 23





GENERAL NOTES (THIS SHEET ONLY)

1. DEMOLITION SHALL BE WITHIN THE LIMITS OF WORK SHOWN, AS APPROVED BY ENGINEER. CONTRACTOR SHALL GIVE SEVEN DAYS NOTICE FOR FIELD VERIFICATION.
2. ALL UTILITIES TO REMAIN SHALL BE PROTECTED
3. ALL PAVEMENT MARKERS SHALL BE REMOVED WITHIN THE LIMITS OF WORK SHOWN

LEGEND

- PAVEMENT STRIPING REMOVAL
- UTILITY POLE
- UTILITY POLE WITH LUMINAIRE
- FIRE HYDRANT
- MAINTENANCE HOLE

CONSTRUCTION NOTES (THIS SHEET ONLY)

1 RETAIN EXISTING PAVEMENT STRIPING

2 RETAIN EXISTING PAVEMENT MARKING

100% BID DOCUMENTS

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CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
DEMOLITION PLAN

CALIFORNIA BELMONT

REVISIONS		
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DATE	SCALE
07/30/2025	1"=20'

PMX PROJECT NO. 474-8940-001

DRAWING **D-3**

SHEET NO. **6** OF **23**





GENERAL NOTES (THIS SHEET ONLY)

1. DEMOLITION SHALL BE WITHIN THE LIMITS OF WORK SHOWN, AS APPROVED BY ENGINEER. CONTRACTOR SHALL GIVE SEVEN DAYS NOTICE FOR FIELD VERIFICATION.
2. ALL UTILITIES TO REMAIN SHALL BE PROTECTED
3. ALL PAVEMENT MARKERS SHALL BE REMOVED WITHIN THE LIMITS OF WORK SHOWN

LEGEND

- PAVEMENT STRIPING REMOVAL
- UTILITY POLE
- UTILITY POLE WITH LUMINAIRE
- FIRE HYDRANT
- MAINTENANCE HOLE

CONSTRUCTION NOTES (THIS SHEET ONLY)

1 RETAIN EXISTING PAVEMENT STRIPING

2 RETAIN EXISTING PAVEMENT MARKING

100% BID DOCUMENTS

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CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
DEMOLITION PLAN

CALIFORNIA BELMONT

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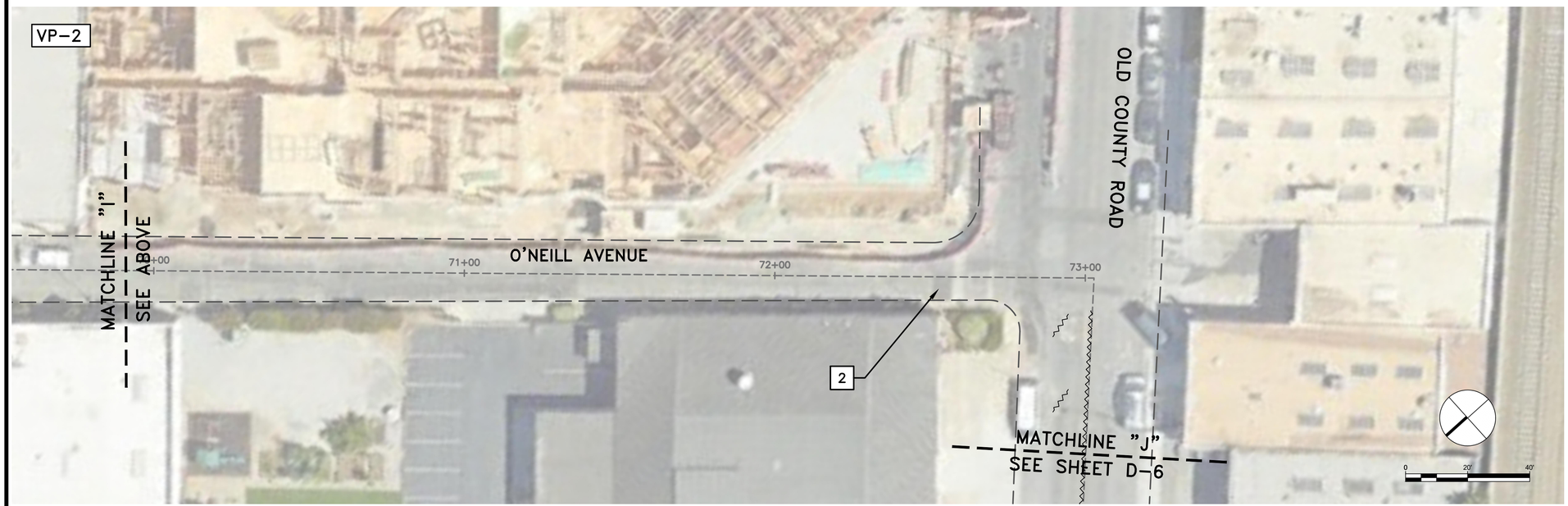
DATE	SCALE
07/30/2025	1"=20'

PMX PROJECT NO. 474-8940-001

DRAWING **D-4**

SHEET NO. **7** OF **23**





GENERAL NOTES (THIS SHEET ONLY)

1. DEMOLITION SHALL BE WITHIN THE LIMITS OF WORK SHOWN, AS APPROVED BY ENGINEER. CONTRACTOR SHALL GIVE SEVEN DAYS NOTICE FOR FIELD VERIFICATION.
2. ALL UTILITIES TO REMAIN SHALL BE PROTECTED
3. ALL PAVEMENT MARKERS SHALL BE REMOVED WITHIN THE LIMITS OF WORK SHOWN

LEGEND

- PAVEMENT STRIPING REMOVAL
- UTILITY POLE
- UTILITY POLE WITH LUMINAIRE
- FIRE HYDRANT
- MAINTENANCE HOLE

CONSTRUCTION NOTES (THIS SHEET ONLY)

1 RETAIN EXISTING PAVEMENT STRIPING

2 RETAIN EXISTING PAVEMENT MARKING

100% BID DOCUMENTS

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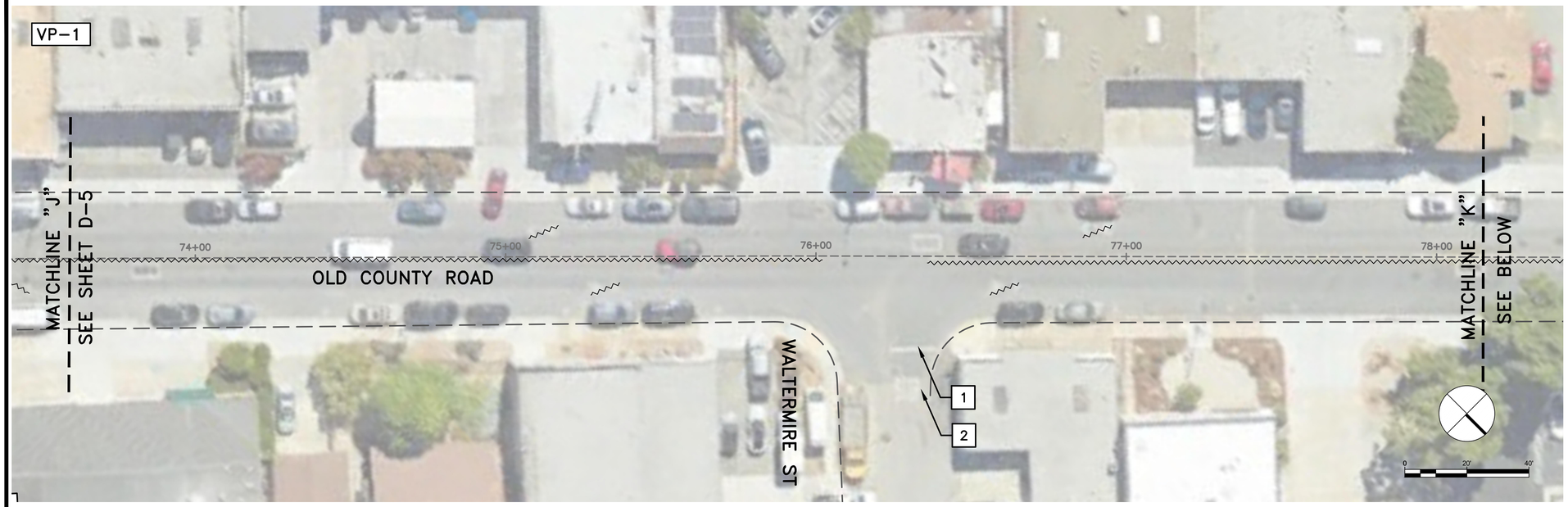
REGISTERED PROFESSIONAL ENGINEER ANDRES GONCALVES C 93970 CIVIL STATE OF CALIFORNIA

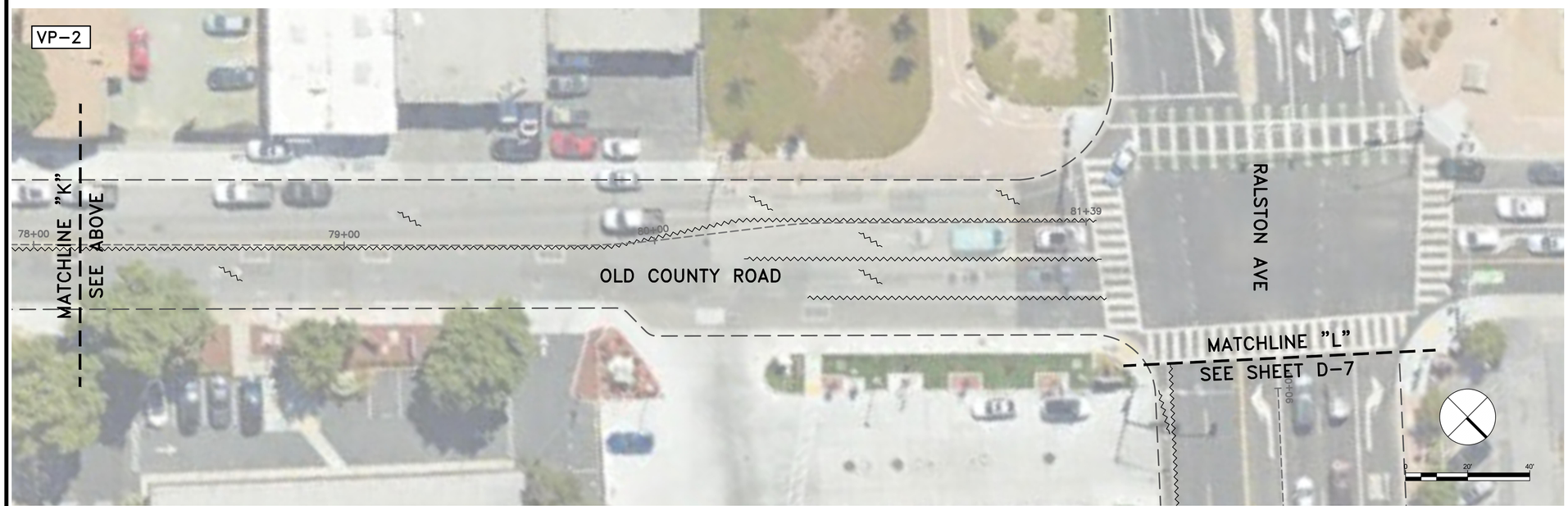
CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
DEMOLITION PLAN

CALIFORNIA BELMONT

REVISIONS		
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DATE	07/30/2025
SCALE	1"=20'
PMX PROJECT NO.	474-8940-001
DRAWING	D-5
SHEET NO.	8 OF 23





GENERAL NOTES (THIS SHEET ONLY)

1. DEMOLITION SHALL BE WITHIN THE LIMITS OF WORK SHOWN, AS APPROVED BY ENGINEER. CONTRACTOR SHALL GIVE SEVEN DAYS NOTICE FOR FIELD VERIFICATION.
2. ALL UTILITIES TO REMAIN SHALL BE PROTECTED
3. ALL PAVEMENT MARKERS SHALL BE REMOVED WITHIN THE LIMITS OF WORK SHOWN

LEGEND

- PAVEMENT STRIPING REMOVAL
- UTILITY POLE
- UTILITY POLE WITH LUMINAIRE
- FIRE HYDRANT
- MAINTENANCE HOLE

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. RETAIN EXISTING PAVEMENT STRIPING
2. RETAIN EXISTING PAVEMENT MARKING

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

DRAWN:	CHECKED:	ADDRESS:
AD	RW	6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400
DESIGNED: VM	APPROVED: AG	

REGISTERED PROFESSIONAL ENGINEER ANDRES GONZALEZ C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
DEMOLITION PLAN

CALIFORNIA BELMONT

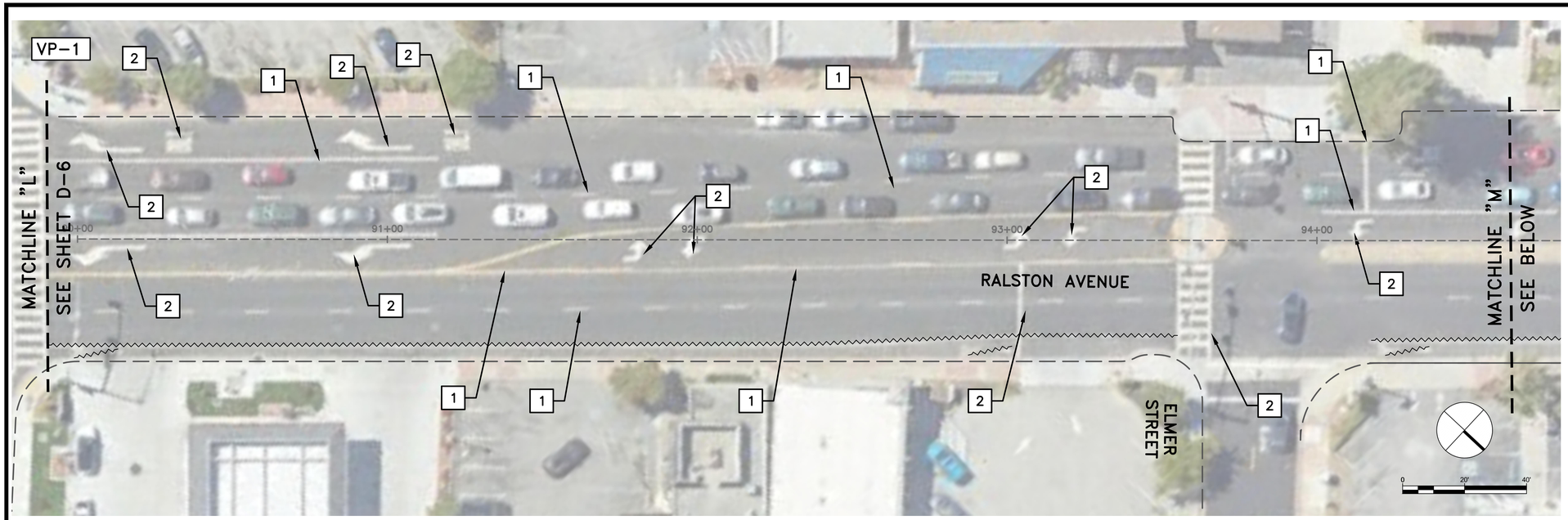
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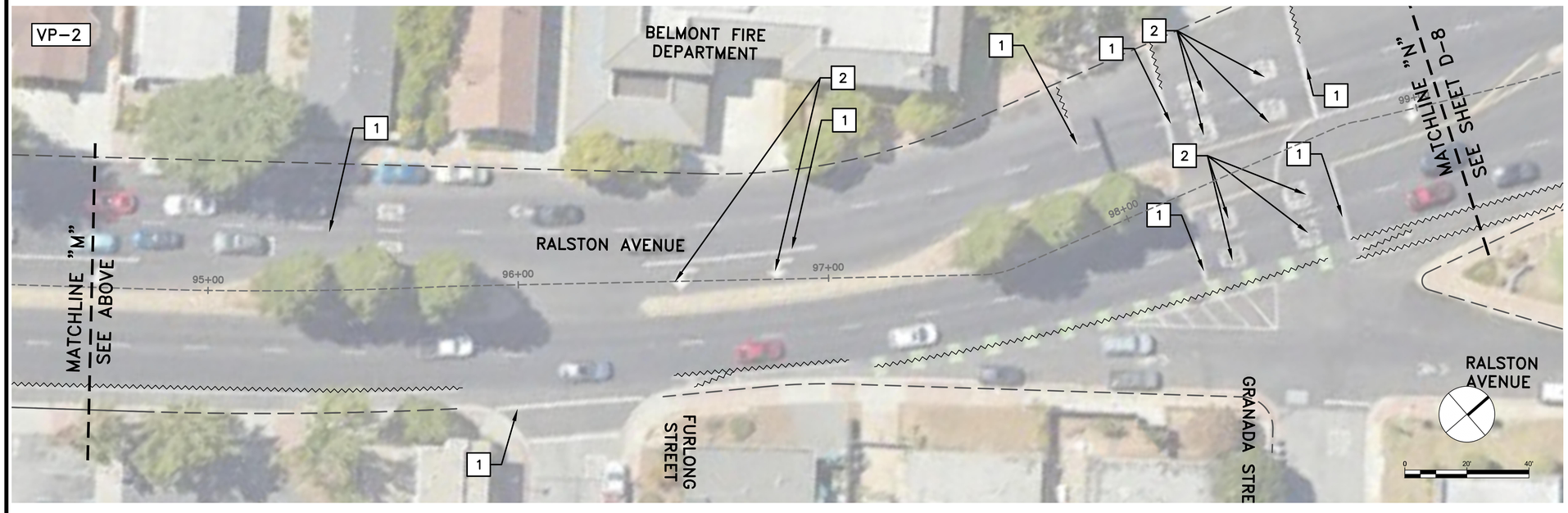
DATE	SCALE
07/30/2025	1"=20'

PMX PROJECT NO. 474-8940-001

DRAWING D-6

SHEET NO. 9 OF 23





GENERAL NOTES (THIS SHEET ONLY)

1. DEMOLITION SHALL BE WITHIN THE LIMITS OF WORK SHOWN, AS APPROVED BY ENGINEER. CONTRACTOR SHALL GIVE SEVEN DAYS NOTICE FOR FIELD VERIFICATION.
2. ALL UTILITIES TO REMAIN SHALL BE PROTECTED
3. ALL PAVEMENT MARKERS SHALL BE REMOVED WITHIN THE LIMITS OF WORK SHOWN

LEGEND

- PAVEMENT STRIPING REMOVAL
- UTILITY POLE
- UTILITY POLE WITH LUMINAIRE
- FIRE HYDRANT
- MAINTENANCE HOLE

CONSTRUCTION NOTES (THIS SHEET ONLY)

[1] RETAIN EXISTING PAVEMENT STRIPING

[2] RETAIN EXISTING PAVEMENT MARKING

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

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ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400

REGISTERED PROFESSIONAL ENGINEER ANDRES GONZALEZ C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
DEMOLITION PLAN

CALIFORNIA BELMONT

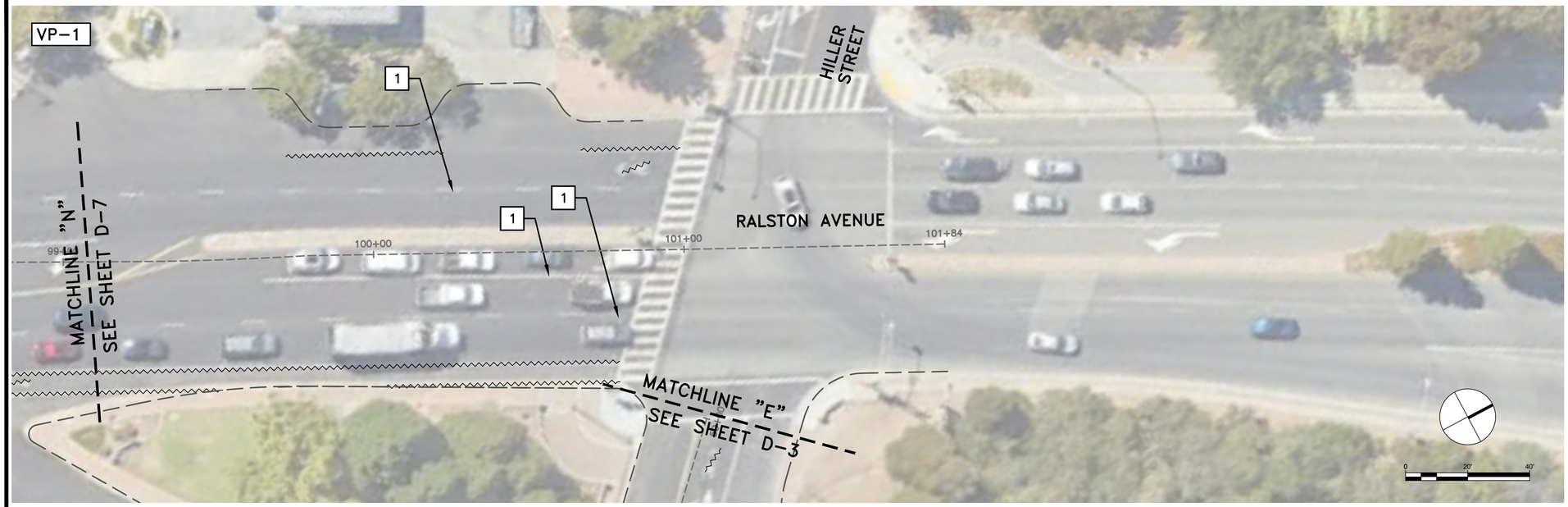
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DATE 07/30/2025 | SCALE 1"=20'

PMX PROJECT NO. 474-8940-001

DRAWING D-7

SHEET NO. 10 OF 23



GENERAL NOTES (THIS SHEET ONLY)

1. DEMOLITION SHALL BE WITHIN THE LIMITS OF WORK SHOWN, AS APPROVED BY ENGINEER. CONTRACTOR SHALL GIVE SEVEN DAYS NOTICE FOR FIELD VERIFICATION.
2. ALL UTILITIES TO REMAIN SHALL BE PROTECTED
3. ALL PAVEMENT MARKERS SHALL BE REMOVED WITHIN THE LIMITS OF WORK SHOWN

LEGEND

- PAVEMENT STRIPING REMOVAL
- UTILITY POLE
- UTILITY POLE WITH LUMINAIRE
- FIRE HYDRANT
- MAINTENANCE HOLE

CONSTRUCTION NOTES (THIS SHEET ONLY)

1 RETAIN EXISTING PAVEMENT STRIPING

2 RETAIN EXISTING PAVEMENT MARKING

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

DRAWN: AD | CHECKED: RW | DESIGNED: VM | APPROVED: AG

ADDRESS:
6001 Shellmound St, Ste 500
Emeryville, CA 94608
(510) 343-6400

LICENSED PROFESSIONAL ENGINEER — ANDRES GONZALEZ — C 93970 — CIVIL — STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
DEMOLITION PLAN

CALIFORNIA BELMONT

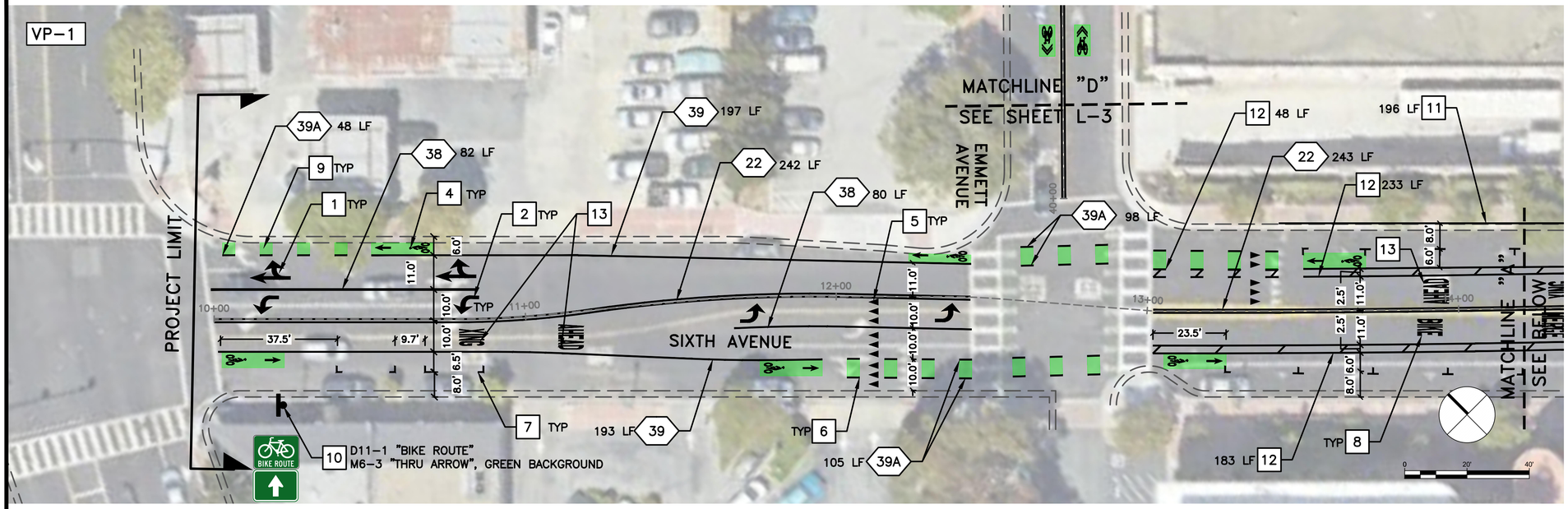
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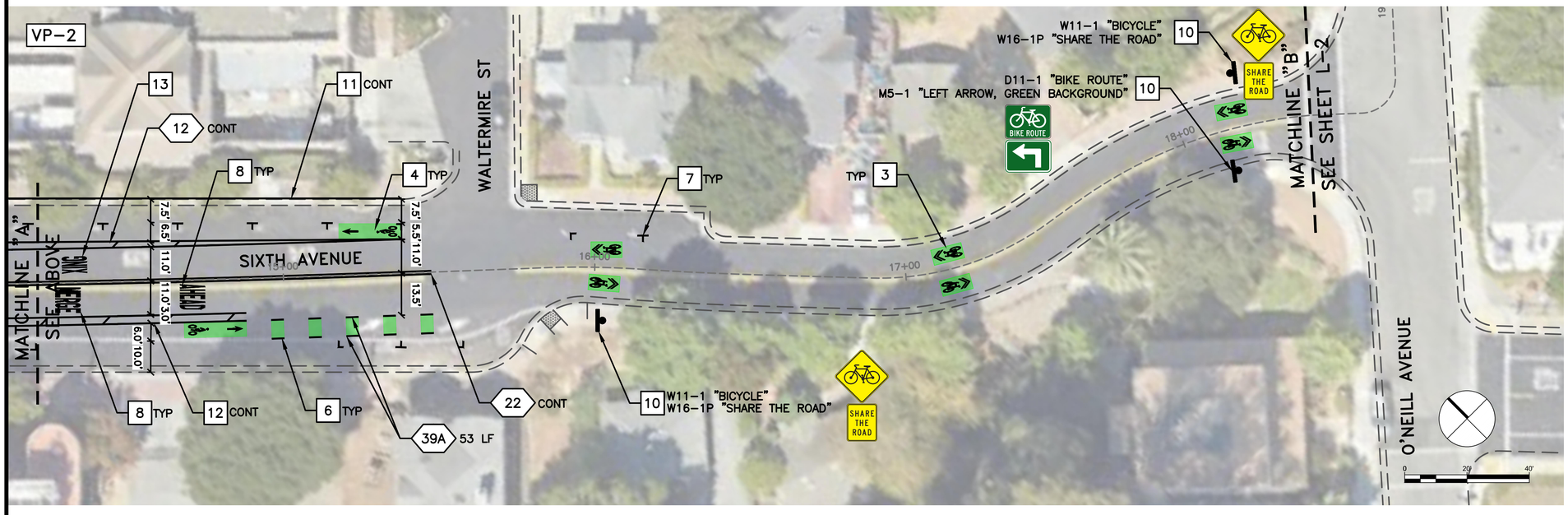
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PMX PROJECT NO. 474-8940-001

DRAWING D-8

SHEET NO. 11 OF 23





GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2018 CALTRANS STANDARD PLANS A24A–A24E.
2. DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE, FACE OF CURB AND EDGE OF PAVEMENT.
3. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS ADVANCE NOTICE TO ALLOW THE CITY TRAFFIC ENGINEER TO REVIEW AND APPROVE ALL STRIPING AND MARKINGS AS "CAT–TRACKS" PRIOR TO PLACING PERMANENT MARKINGS.
4. NEW MARKINGS ARE SHOWN IN BLACK. EXISTING MARKINGS TO BE MAINTAINED ARE SHOWN IN GRAY.
5. SIGN CODES PER CA MUTCD 2014 REV 3 SIGN CHART.

LEGEND & ABBREVIATIONS

XX	CALTRANS STRIPING DETAIL
LF	LINEAR FEET
TYP	TYPICAL
CONT	CONTINUED

CONSTRUCTION NOTES (THIS SHEET ONLY)

1	INSTALL TYPE VII ARROW (R)
2	INSTALL TYPE IV ARROW (L)
3	INSTALL GREENBACK SHARROWS
4	INSTALL BIKE LANE SYMBOL WITH GREEN BACKING (CD–1, DET 5) OR (CD–1, DET 7)
5	INSTALL YIELD MARKING, (CD–1, DET 1)
6	INSTALL BIKE LANE CROSSING MARKING, (CD–1, DET 6)
7	INSTALL PARKING T'S (CD–1, DET 3)
8	INSTALL [BIKE MERGE AHEAD] STENCIL
9	INSTALL BIKE LANE GREEN BLOCK MARKING, (CD–1, DET 4)
10	INSTALL NEW SIGN, POST, AND FOUNDATION. (CD–2, DET 2)
11	INSTALL YELLOW PAINTED CURB
12	INSTALL 6'' WHITE STRIPED BUFFER WITH 45 DEGREE DIAGONALS, 20' ON CENTER
13	INSTALL [XING AHEAD] PAVEMENT MARKING

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

DRAWN: AD	CHECKED: RW	ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400
DESIGNED: VM	APPROVED: AG	

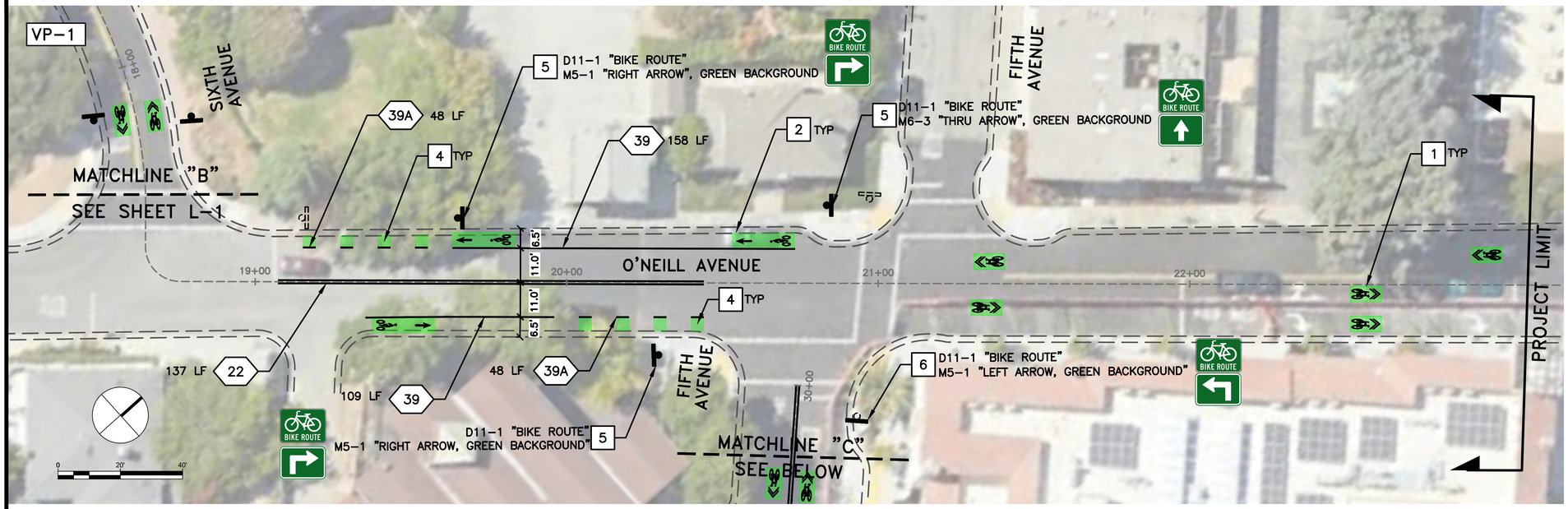
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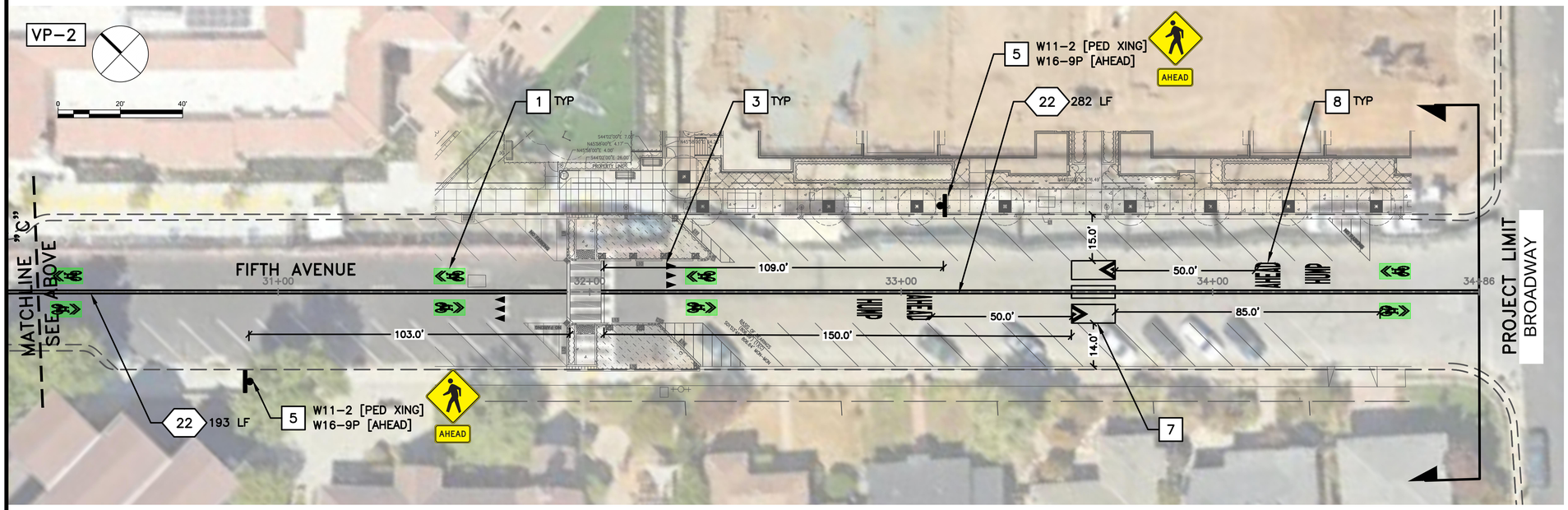
CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
LAYOUT PLAN

CALIFORNIA BELMONT

REVISIONS		
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DATE 07/30/2025 | SCALE 1"=20'
PMX PROJECT NO. 474-8940-001
DRAWING L-1
SHEET NO. 12 OF 23





GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2018 CALTRANS STANDARD PLANS A24A–A24E.
2. DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE, FACE OF CURB AND EDGE OF PAVEMENT.
3. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS ADVANCE NOTICE TO ALLOW THE CITY TRAFFIC ENGINEER TO REVIEW AND APPROVE ALL STRIPING AND MARKINGS AS "CAT–TRACKS" PRIOR TO PLACING PERMANENT MARKINGS.
4. NEW MARKINGS ARE SHOWN IN BLACK. EXISTING MARKINGS TO BE MAINTAINED ARE SHOWN IN GRAY.
5. SIGN CODES PER CA MUTCD 2014 REV 3 SIGN CHART.

LEGEND & ABBREVIATIONS

XX	CALTRANS STRIPING DETAIL
LF	LINEAR FEET
TYP	TYPICAL
CONT	CONTINUED

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. INSTALL GREENBACK SHARROWS
2. INSTALL BIKE LANE SYMBOL WITH GREEN BACKING (CD–1, DET 5)
3. INSTALL YIELD MARKING, (CD–1, DET 1)
4. INSTALL BIKE LANE GREEN BLOCK MARKING, (CD–1, DET 4)
5. INSTALL NEW SIGN, POST, AND FOUNDATION. (CD–2, DET 2)
6. INSTALL NEW SIGN ON EXISTING POST
7. CONSTRUCT SPEED CUSHIONS, (CD–2, DET 1)
8. INSTALL [HUMP AHEAD] MARKINGS, (CD–2, DET 2)

100% BID DOCUMENTS

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Parametrix

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DESIGNED: VM	APPROVED: AG	

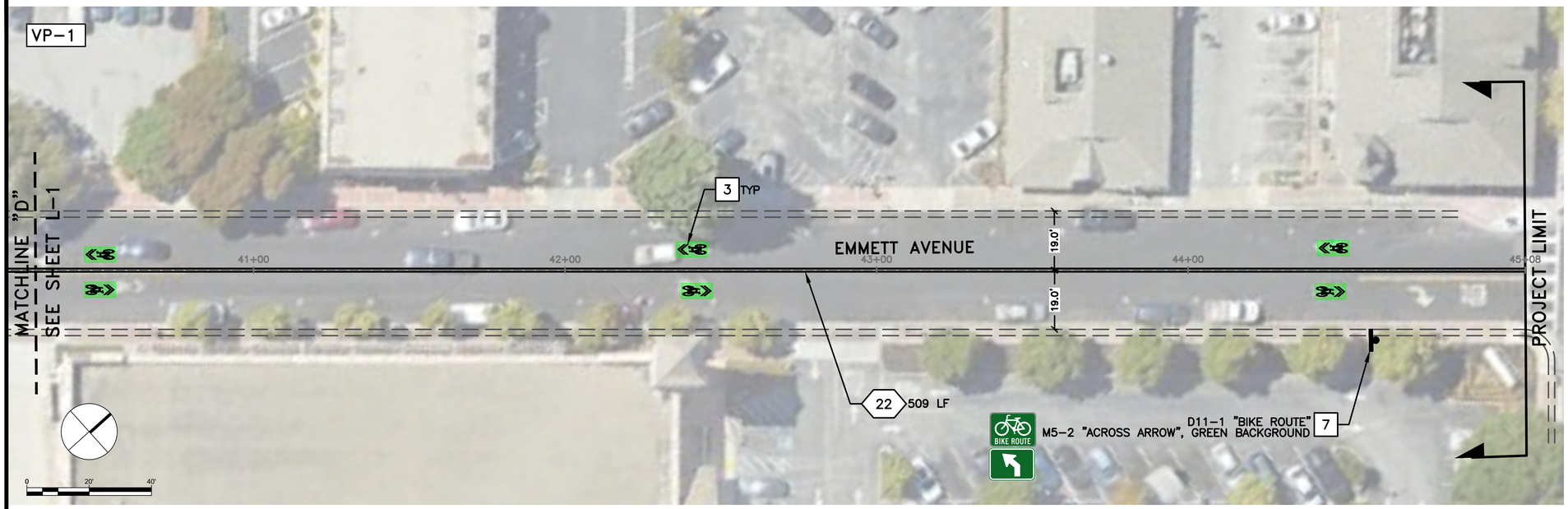
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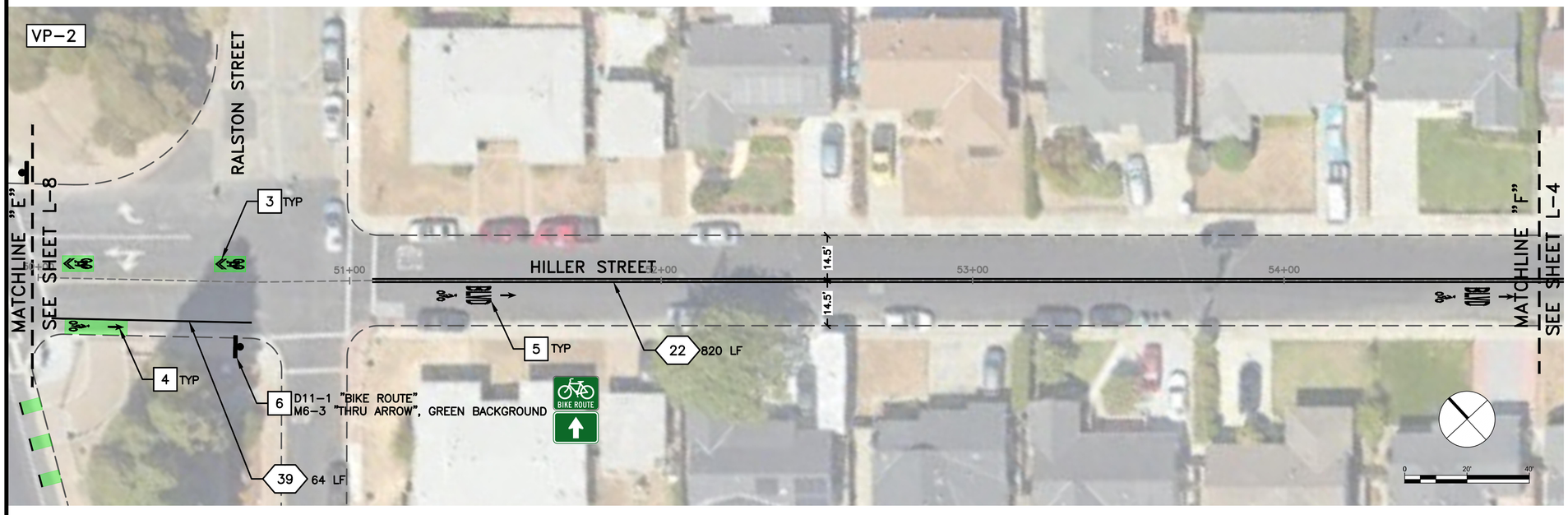
CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
LAYOUT PLAN

CALIFORNIA BELMONT

REVISIONS		
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DATE 07/30/2025 | SCALE 1"=20'
PMX PROJECT NO. 474-8940-001
DRAWING **L-2**
SHEET NO. **13** OF **23**





GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2018 CALTRANS STANDARD PLANS A24A–A24E.
2. DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE, FACE OF CURB AND EDGE OF PAVEMENT.
3. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS ADVANCE NOTICE TO ALLOW THE CITY TRAFFIC ENGINEER TO REVIEW AND APPROVE ALL STRIPING AND MARKINGS AS "CAT–TRACKS" PRIOR TO PLACING PERMANENT MARKINGS.
4. NEW MARKINGS ARE SHOWN IN BLACK. EXISTING MARKINGS TO BE MAINTAINED ARE SHOWN IN GRAY.
5. SIGN CODES PER CA MUTCD 2014 REV 3 SIGN CHART.

LEGEND & ABBREVIATIONS

XX	CALTRANS STRIPING DETAIL
LF	LINEAR FEET
TYP	TYPICAL
CONT	CONTINUED

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. NOT USED
2. NOT USED
3. INSTALL GREENBACK SHARROWS
4. INSTALL BIKE LANE SYMBOL WITH GREEN BACKING (CD–1, DET 5) OR (CD–1, DET 7)
5. INSTALL BICYCLE BOULEVARD PAVEMENT MARKING (CD–1, DET 8)
6. INSTALL NEW SIGN, POST, AND FOUNDATION. (CD–2, DET 2)

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

DRAWN: AD	CHECKED: RW	ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400
DESIGNED: VM	APPROVED: AG	

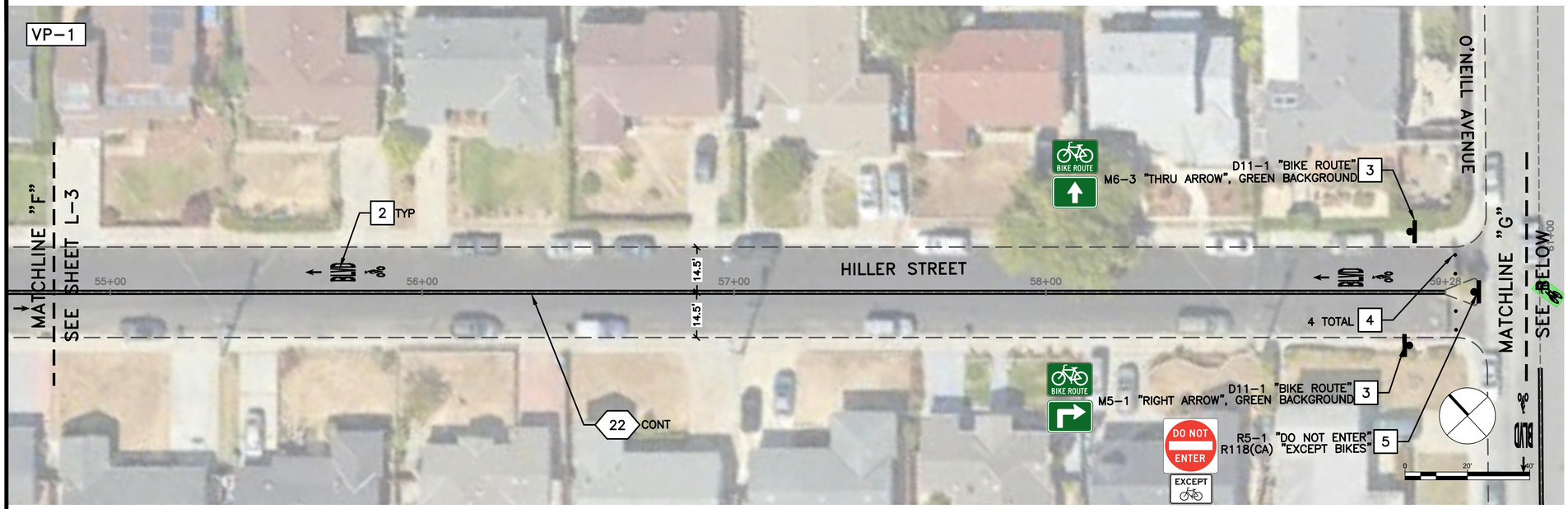
REGISTERED PROFESSIONAL ENGINEER ANDRES GONZALEZ C 93910 CIVIL STATE OF CALIFORNIA

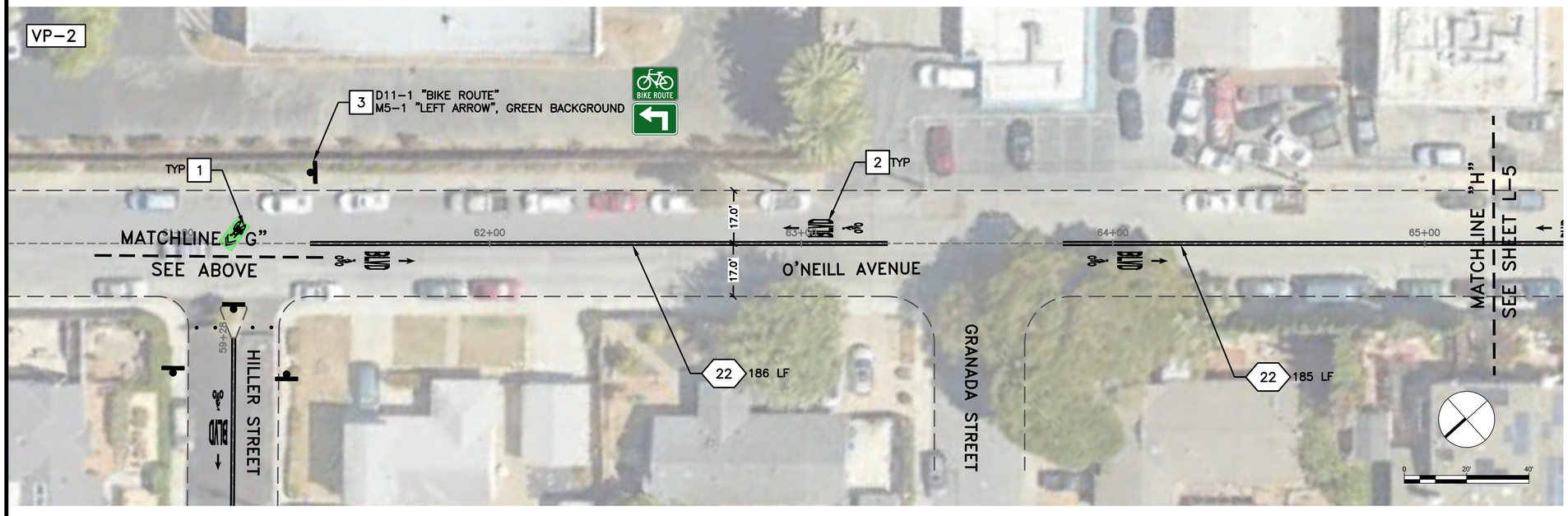
CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
LAYOUT PLAN

CALIFORNIA BELMONT

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NO.	DESCRIPTION	

DATE 07/30/2025	SCALE 1"=20'
PMX PROJECT NO. 474-8940-001	
DRAWING L-3	
SHEET NO. 14 OF 23	





GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2018 CALTRANS STANDARD PLANS A24A–A24E.
2. DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE, FACE OF CURB AND EDGE OF PAVEMENT.
3. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS ADVANCE NOTICE TO ALLOW THE CITY TRAFFIC ENGINEER TO REVIEW AND APPROVE ALL STRIPING AND MARKINGS AS "CAT–TRACKS" PRIOR TO PLACING PERMANENT MARKINGS.
4. NEW MARKINGS ARE SHOWN IN BLACK. EXISTING MARKINGS TO BE MAINTAINED ARE SHOWN IN GRAY.
5. SIGN CODES PER CA MUTCD 2014 REV 3 SIGN CHART.

LEGEND & ABBREVIATIONS

XX	CALTRANS STRIPING DETAIL
LF	LINEAR FEET
TYP	TYPICAL
CONT	CONTINUED

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. INSTALL GREEN BACK SHARROWS
2. INSTALL BICYCLE BOULEVARD PAVEMENT MARKING (CD–1, DET 8)
3. INSTALL NEW SIGN, POST, AND FOUNDATION. (CD–2, DET 2)
4. INSTALL REMOVABLE BOLLARD (CD–2, DET 3)
5. INSTALL NEW SIGN, POST, AND FOUNDATION (CD–2, DET 2). PLACE POLE FOUNDATION MINIMUM 24" SOUTH OF TREE WITHIN STAMPED CONCRETE PAVING AREA. PATCH PAVING AFTER INSTALLATION.

100% BID DOCUMENTS

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Parametrix

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DESIGNED: VM	APPROVED: AG	

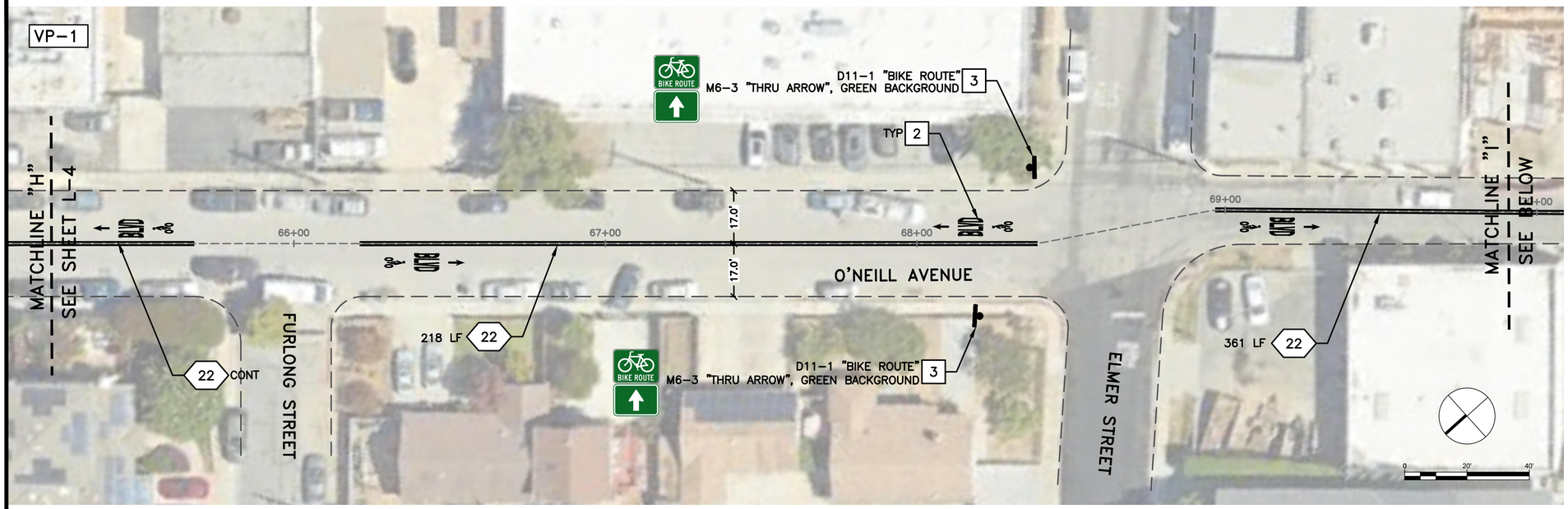
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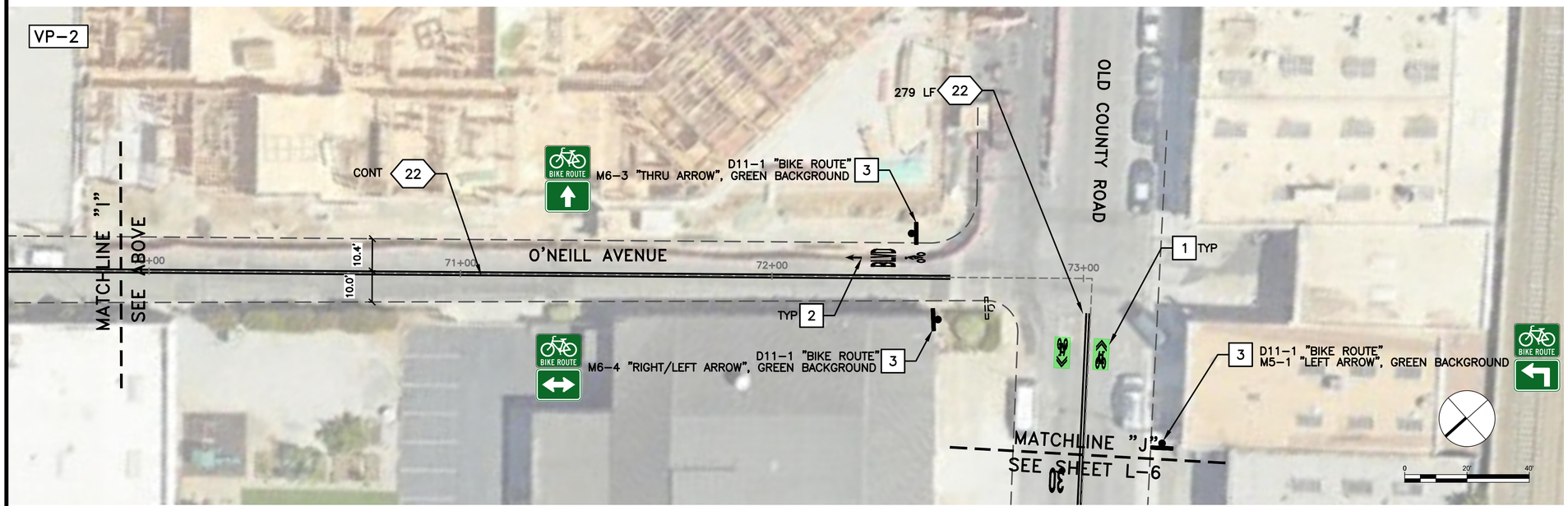
CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
LAYOUT PLAN

CALIFORNIA BELMONT

REVISIONS	
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NO.	DESCRIPTION

DATE 07/30/2025	SCALE 1"=20'
PMX PROJECT NO. 474-8940-001	
DRAWING **L-4**	
SHEET NO. **15** OF **23**	





GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2018 CALTRANS STANDARD PLANS A24A–A24E.
2. DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE, FACE OF CURB AND EDGE OF PAVEMENT.
3. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS ADVANCE NOTICE TO ALLOW THE CITY TRAFFIC ENGINEER TO REVIEW AND APPROVE ALL STRIPING AND MARKINGS AS "CAT–TRACKS" PRIOR TO PLACING PERMANENT MARKINGS.
4. NEW MARKINGS ARE SHOWN IN BLACK. EXISTING MARKINGS TO BE MAINTAINED ARE SHOWN IN GRAY.
5. SIGN CODES PER CA MUTCD 2014 REV 3 SIGN CHART.

LEGEND & ABBREVIATIONS

XX	CALTRANS STRIPING DETAIL
LF	LINEAR FEET
TYP	TYPICAL
CONT	CONTINUED

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. INSTALL GREENBACK SHARROWS
2. INSTALL BICYCLE BOULEVARD PAVEMENT MARKING, (CD–1, DET 8)
3. INSTALL NEW SIGN, POST, AND FOUNDATION. (CD–2, DET 2)

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

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ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400

REGISTERED PROFESSIONAL ENGINEER ANDRES GONZALEZ C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT

BELMONT VILLAGE BICYCLE IMPROVEMENTS

LAYOUT PLAN

CALIFORNIA BELMONT

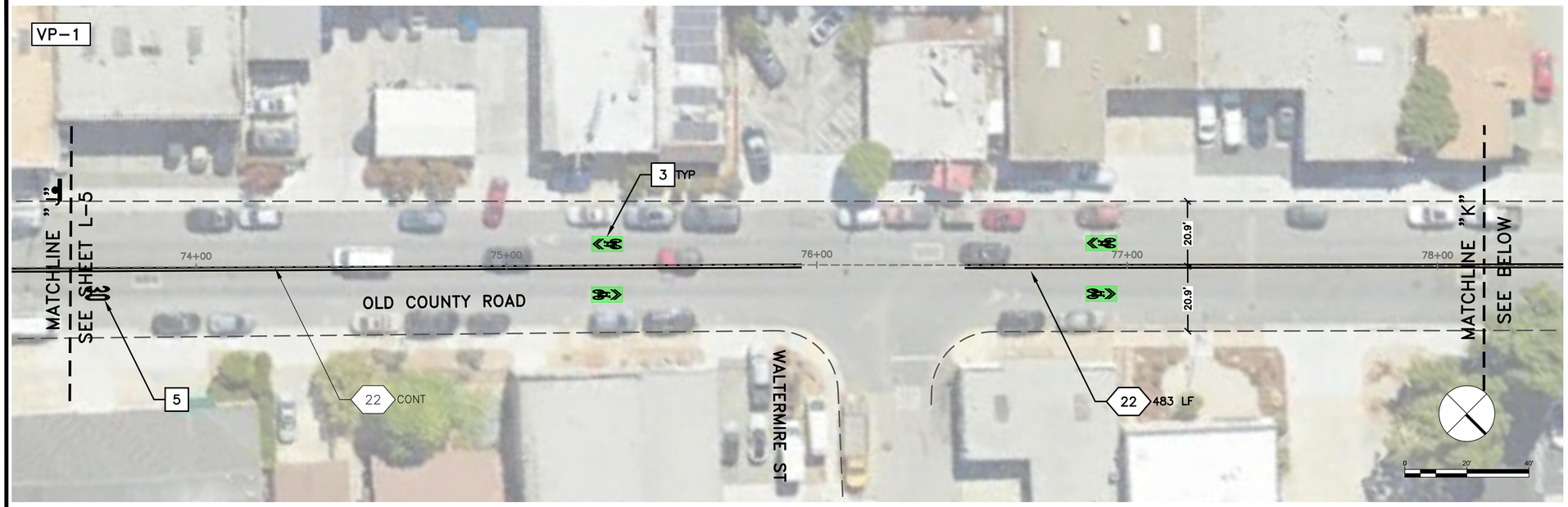
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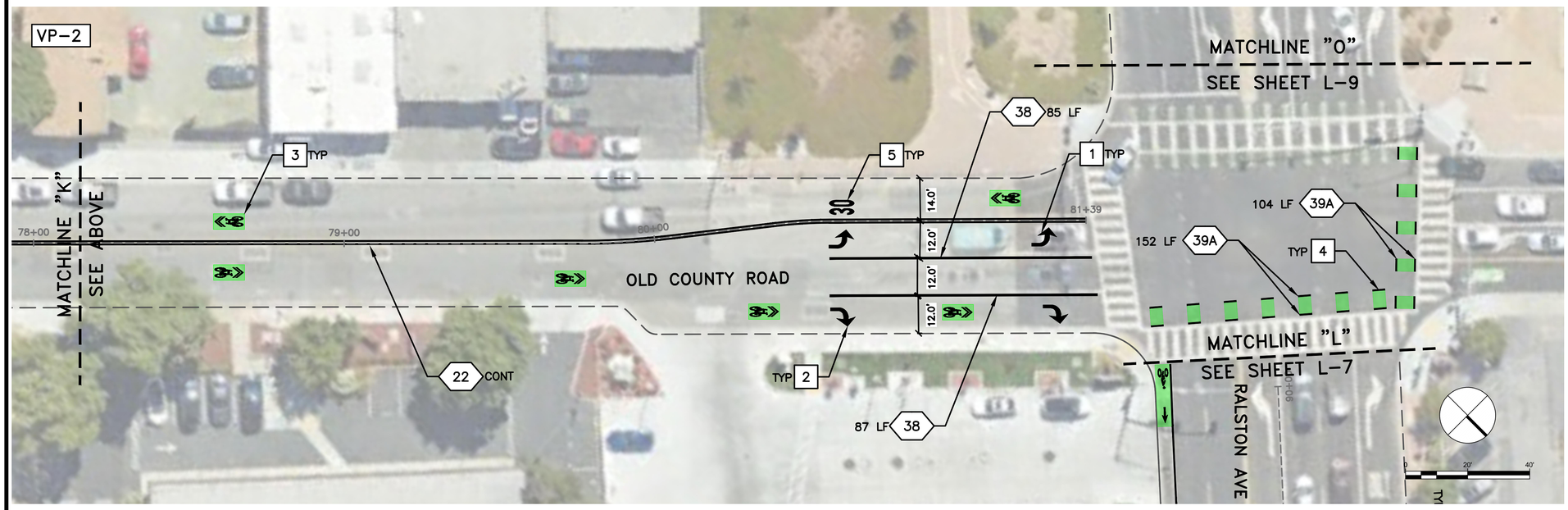
DATE 07/30/2025 | SCALE 1"=20'

PMX PROJECT NO. 474-8940-001

DRAWING **L-5**

SHEET NO. **16** OF **23**





GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2018 CALTRANS STANDARD PLANS A24A–A24E.
2. DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE, FACE OF CURB AND EDGE OF PAVEMENT.
3. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS ADVANCE NOTICE TO ALLOW THE CITY TRAFFIC ENGINEER TO REVIEW AND APPROVE ALL STRIPING AND MARKINGS AS "CAT–TRACKS" PRIOR TO PLACING PERMANENT MARKINGS.
4. NEW MARKINGS ARE SHOWN IN BLACK. EXISTING MARKINGS TO BE MAINTAINED ARE SHOWN IN GRAY.
5. SIGN CODES PER CA MUTCD 2014 REV 3 SIGN CHART.

LEGEND & ABBREVIATIONS

XX	CALTRANS STRIPING DETAIL
LF	LINEAR FEET
TYP	TYPICAL
CONT	CONTINUED

CONSTRUCTION NOTES (THIS SHEET ONLY)

1	INSTALL TYPE IV ARROW (L)
2	INSTALL TYPE IV ARROW (R)
3	INSTALL GREEN BACK SHARROWS
4	INSTALL BIKE LANE GREEN BLOCK MARKING, (CD–1, DET 4)
5	INSTALL [30] PAVEMENT MARKING

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

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ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400

REGISTERED PROFESSIONAL ENGINEER ANDRES GONZALEZ C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
LAYOUT PLAN

CALIFORNIA BELMONT

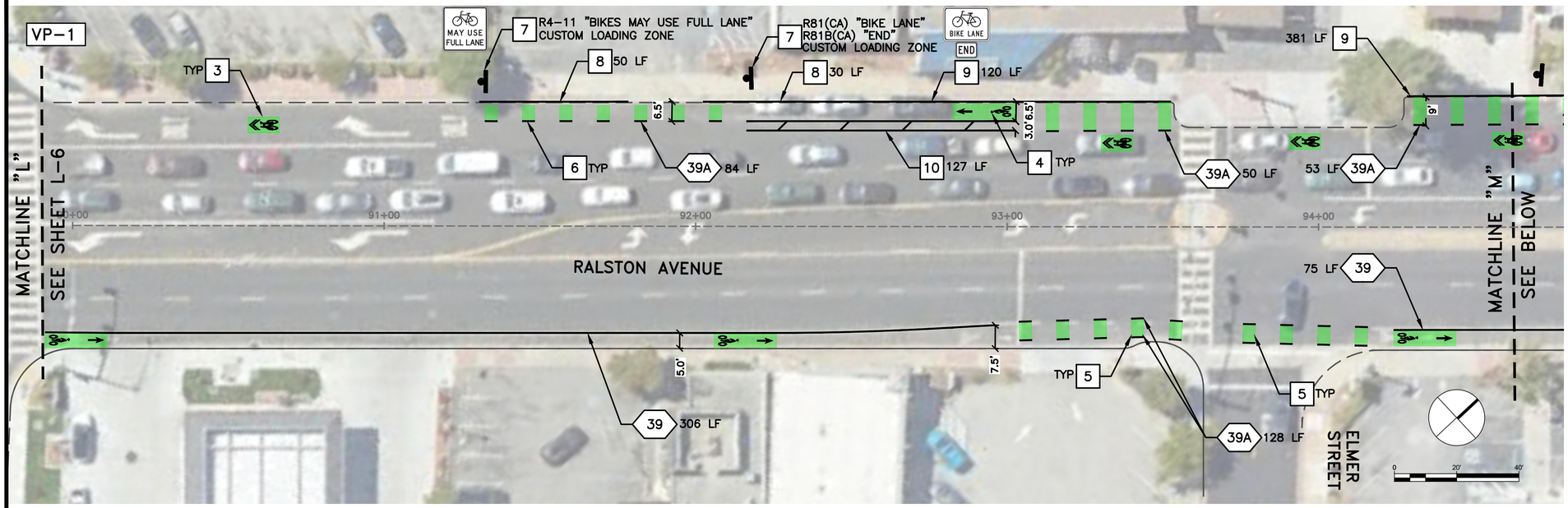
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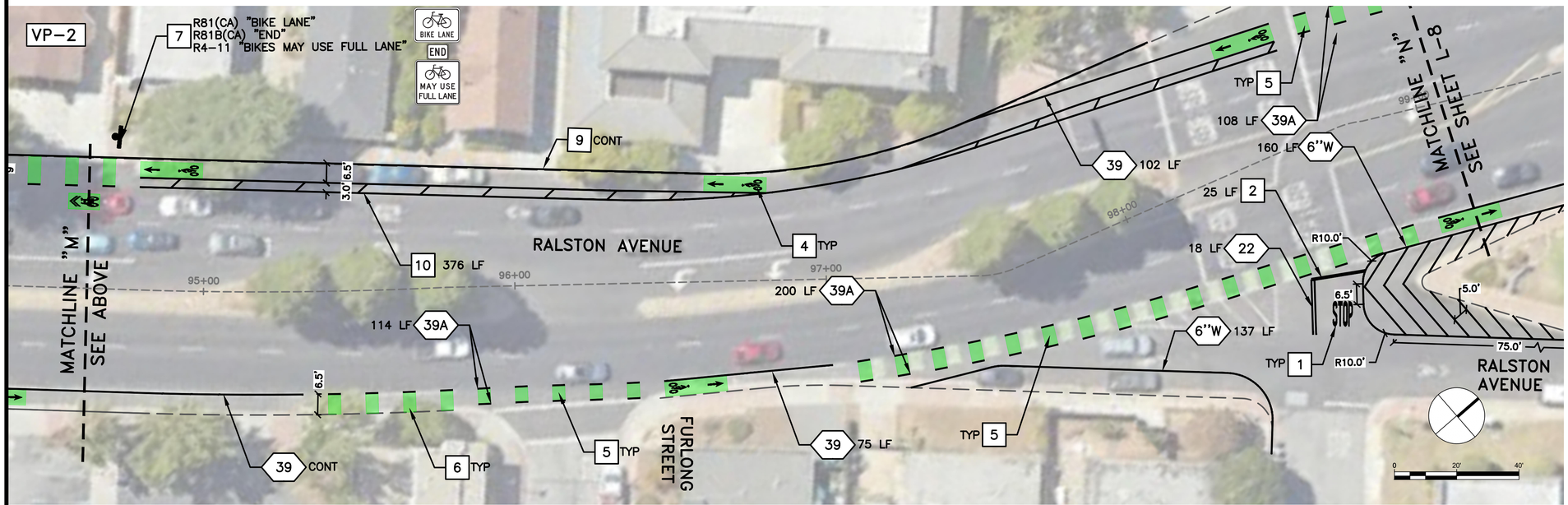
DATE: 07/30/2025 | SCALE: 1"=20'

PMX PROJECT NO.: 474-8940-001

DRAWING: L-6

SHEET NO.: 17 OF 23





GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2018 CALTRANS STANDARD PLANS A24A–A24E.
2. DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE, FACE OF CURB AND EDGE OF PAVEMENT.
3. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS ADVANCE NOTICE TO ALLOW THE CITY TRAFFIC ENGINEER TO REVIEW AND APPROVE ALL STRIPING AND MARKINGS AS "CAT–TRACKS" PRIOR TO PLACING PERMANENT MARKINGS.
4. NEW MARKINGS ARE SHOWN IN BLACK. EXISTING MARKINGS TO BE MAINTAINED ARE SHOWN IN GRAY.
5. SIGN CODES PER CA MUTCD 2014 REV 3 SIGN CHART.

LEGEND & ABBREVIATIONS

XX	CALTRANS STRIPING DETAIL
LF	LINEAR FEET
TYP	TYPICAL
CONT	CONTINUED

CONSTRUCTION NOTES (THIS SHEET ONLY)

1	INSTALL [STOP] STENCIL
2	INSTALL STOP BAR (1' WHITE STRIPE)
3	INSTALL GREENBACK SHARROWS
4	INSTALL BIKE LANE SYMBOL WITH GREEN BACKING (CD–1, DET 5) OR (CD–1, DET 7)
5	INSTALL BIKE LANE CROSSING MARKING, (CD–1, DET 6)
6	INSTALL BIKE LANE GREEN BLOCK MARKING, (CD–1, DET 4)
7	INSTALL NEW SIGN, POST, AND FOUNDATION. (CD–2, DET 2)
8	INSTALL YELLOW PAINTED CURB (BY OTHERS)
9	INSTALL/REFRESH RED PAINTED CURB
10	INSTALL 6" WHITE STRIPED BUFFER, (CD–1, DET 9)
11	INSTALL 6" WHITE CHEVRONS

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix
DRAWN: AD | CHECKED: RW
DESIGNED: VM | APPROVED: AG
ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400

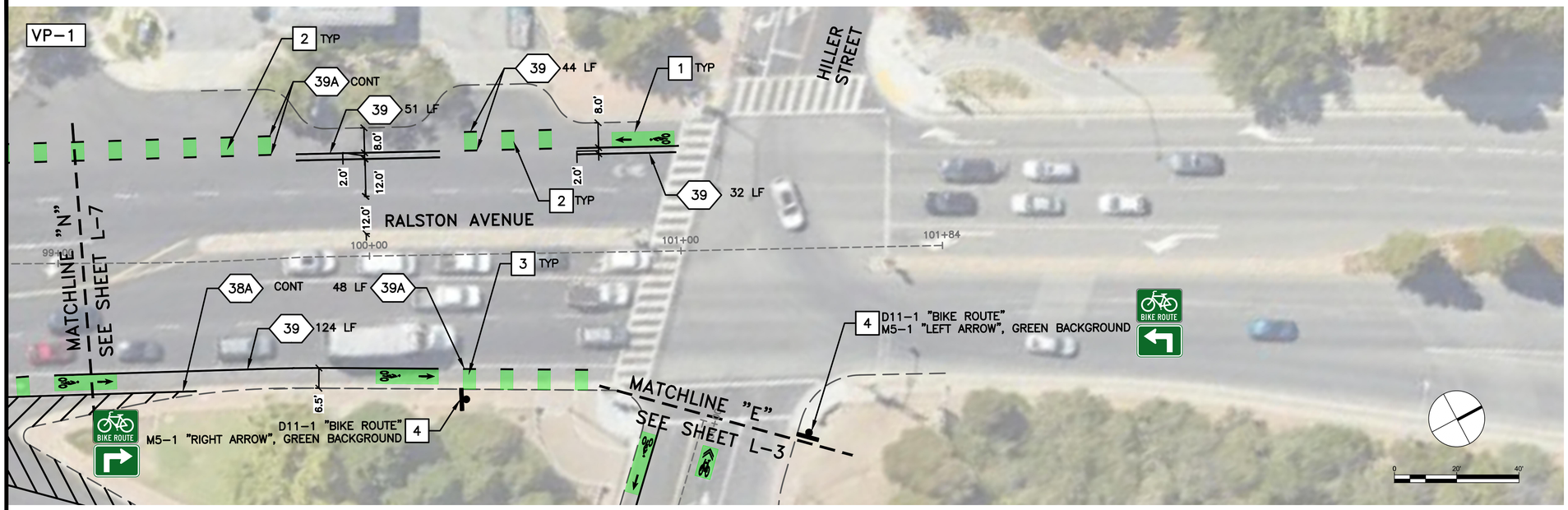
REGISTERED PROFESSIONAL ENGINEER ANDRÉS GONZALEZ C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
LAYOUT PLAN

CALIFORNIA BELMONT

REVISIONS		
NO.	DESCRIPTION	
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DATE 07/30/2025 | SCALE 1"=20'
PMX PROJECT NO. 474-8940-001
DRAWING **L-7**
SHEET NO. **18** OF **23**



GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2018 CALTRANS STANDARD PLANS A24A–A24E.
2. DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE, FACE OF CURB AND EDGE OF PAVEMENT.
3. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS ADVANCE NOTICE TO ALLOW THE CITY TRAFFIC ENGINEER TO REVIEW AND APPROVE ALL STRIPING AND MARKINGS AS "CAT–TRACKS" PRIOR TO PLACING PERMANENT MARKINGS.
4. NEW MARKINGS ARE SHOWN IN BLACK. EXISTING MARKINGS TO BE MAINTAINED ARE SHOWN IN GRAY.
5. SIGN CODES PER CA MUTCD 2014 REV 3 SIGN CHART.

LEGEND & ABBREVIATIONS

XX	CALTRANS STRIPING DETAIL
LF	LINEAR FEET
TYP	TYPICAL
CONT	CONTINUED

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. INSTALL BIKE LANE SYMBOL WITH GREEN BACKING (CD–1, DET 5) OR (CD–1, DET 7)
2. INSTALL BIKE LANE CROSSING MARKING, (CD–1, DET 6)
3. INSTALL BIKE LANE GREEN BLOCK MARKING, (CD–1, DET 4)
4. INSTALL NEW SIGN, POST, AND FOUNDATION. (CD–2, DET 2)

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

DRAWN: AD	CHECKED: RW	ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400
DESIGNED: VM	APPROVED: AG	

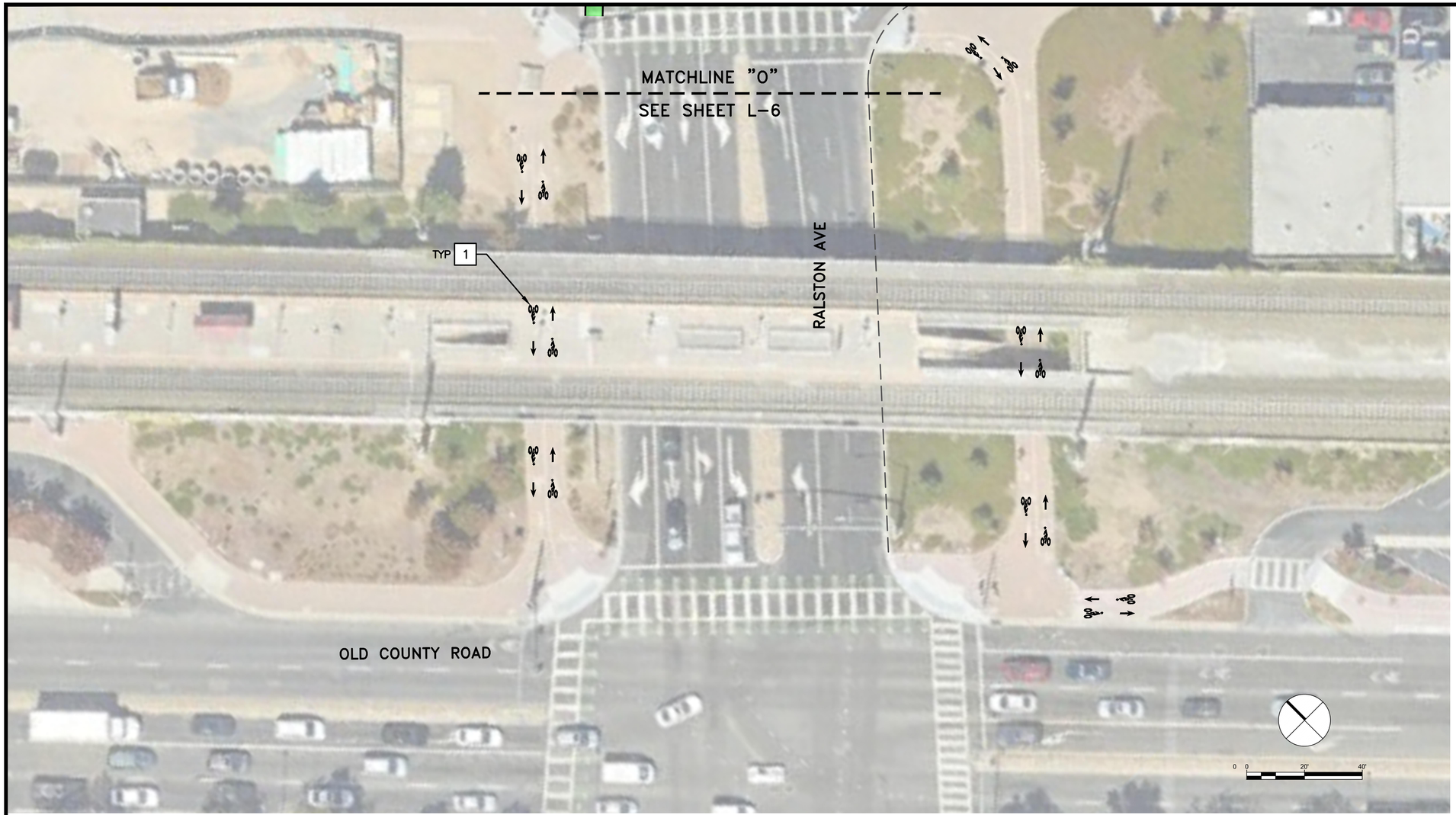
REGISTERED PROFESSIONAL ENGINEER ANDRES GONTE C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
LAYOUT PLAN

CALIFORNIA BELMONT

REVISIONS		
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NO.	DESCRIPTION	

DATE: 07/30/2025	SCALE: 1"=20'
PMX PROJECT NO.: 474-8940-001	
DRAWING: **L-8**	
SHEET NO.: **19** OF **23**	



GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2018 CALTRANS STANDARD PLANS A24A–A24E.
2. DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE, FACE OF CURB AND EDGE OF PAVEMENT.
3. CONTRACTOR SHALL PROVIDE MINIMUM TWO WORKING DAYS ADVANCE NOTICE TO ALLOW THE CITY TRAFFIC ENGINEER TO REVIEW AND APPROVE ALL STRIPING AND MARKINGS AS "CAT–TRACKS" PRIOR TO PLACING PERMANENT MARKINGS.
4. NEW MARKINGS ARE SHOWN IN BLACK. EXISTING MARKINGS TO BE MAINTAINED ARE SHOWN IN GRAY.
5. SIGN CODES PER CA MUTCD 2014 REV 3 SIGN CHART.

LEGEND & ABBREVIATIONS

XX	CALTRANS STRIPING DETAIL
LF	LINEAR FEET
TYP	TYPICAL
CONT	CONTINUED

CONSTRUCTION NOTES (THIS SHEET ONLY)

1	CLEAN EXISTING SURFACE AND REMOVE EXISTING BIKE STENCIL. INSTALL NEW BIKEMAN WITH ARROW STENCIL

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

DRAWN: AD	CHECKED: RW	ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400
DESIGNED: VM	APPROVED: AG	

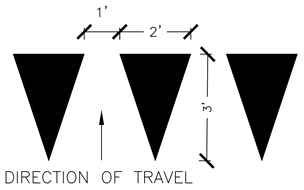
REGISTERED PROFESSIONAL ENGINEER ANDRES S. GONTANG C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
LAYOUT PLAN

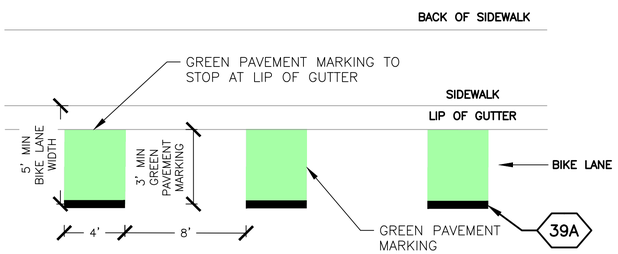
CALIFORNIA BELMONT

REVISIONS	
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NO.	DESCRIPTION

DATE 07/30/2025	SCALE 1"=20'
PMX PROJECT NO. 474-8940-001	
DRAWING **L-9**	
SHEET NO. **20** OF **23**	

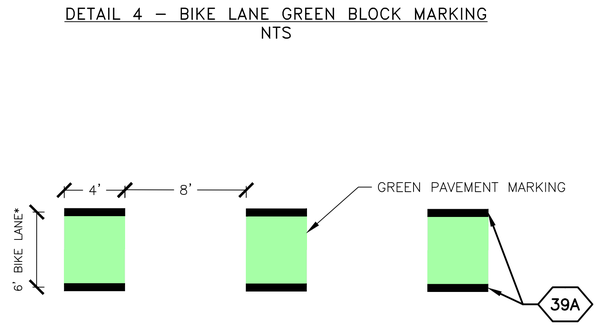


DETAIL 1 – YIELD LINE
NTS



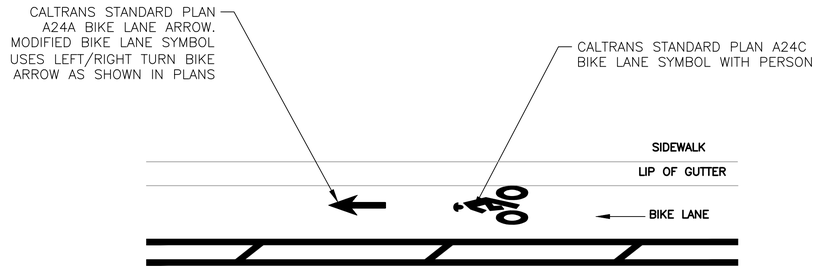
*UNLESS SPECIFIED OTHERWISE IN THE PLANS

DETAIL 4 – BIKE LANE GREEN BLOCK MARKING
NTS

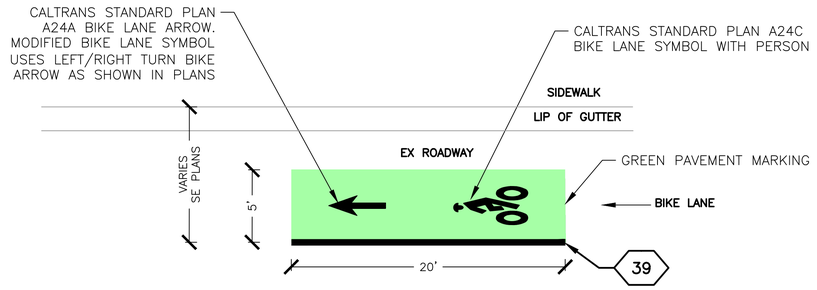


*UNLESS SPECIFIED OTHERWISE IN THE PLANS

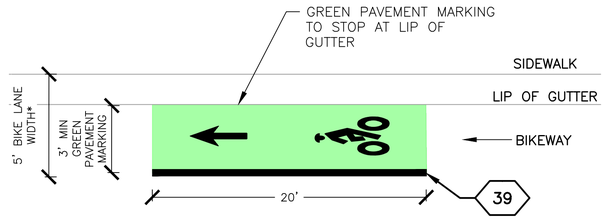
DETAIL 6 – BIKE LANE INTERSECTION CROSSING MARKING
NTS



DETAIL 2 – BIKE LANE SYMBOL
NTS

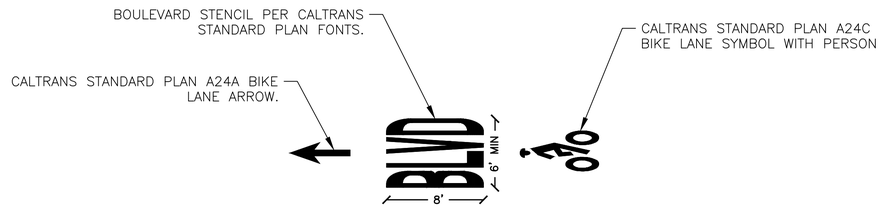


DETAIL 5 – BIKE LANE SYMBOL WITH GREEN BACKING ON AC ROADWAY
NTS

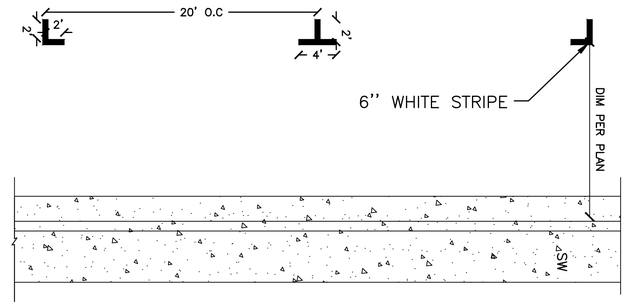


*UNLESS SPECIFIED OTHERWISE IN THE PLANS

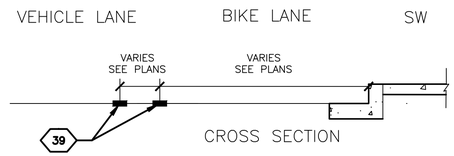
DETAIL 7 – BIKE LANE SYMBOL WITH GREEN BACKING NEXT TO GUTTER
NTS

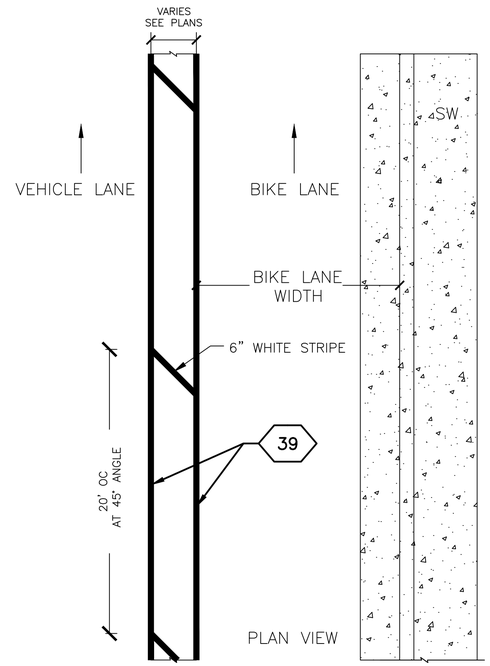


DETAIL 8 – PARKING MARKINGS
NTS



DETAIL 3 – PARKING MARKINGS
NTS





DETAIL 9 – BIKE LANE BUFFER (CLASS II)
NTS

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

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DRAWN:	CHECKED:	ADDRESS:
AD	AL	6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400
DESIGNED:	APPROVED:	
VM	AG	

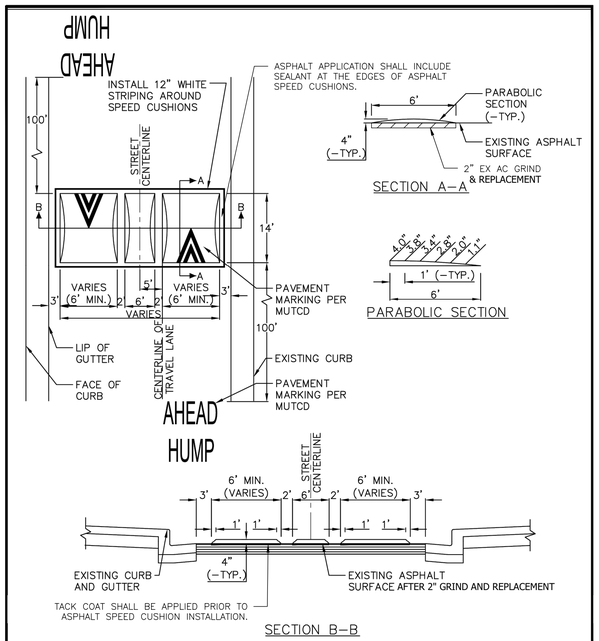
REGISTERED PROFESSIONAL ENGINEER ANDRES GONZALEZ C 93910 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
CONSTRUCTION DETAILS

CALIFORNIA BELMONT

REVISIONS		
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NO.	DESCRIPTION	

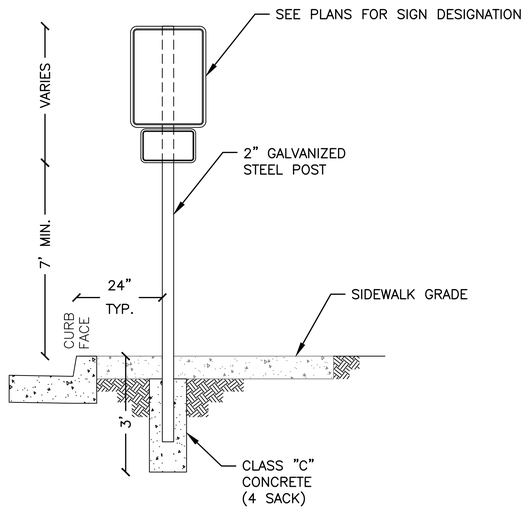
DATE 07/30/2025 | SCALE NTS
PMX PROJECT NO. 474-8940-001
DRAWING CD-1
SHEET NO. 21 OF 23



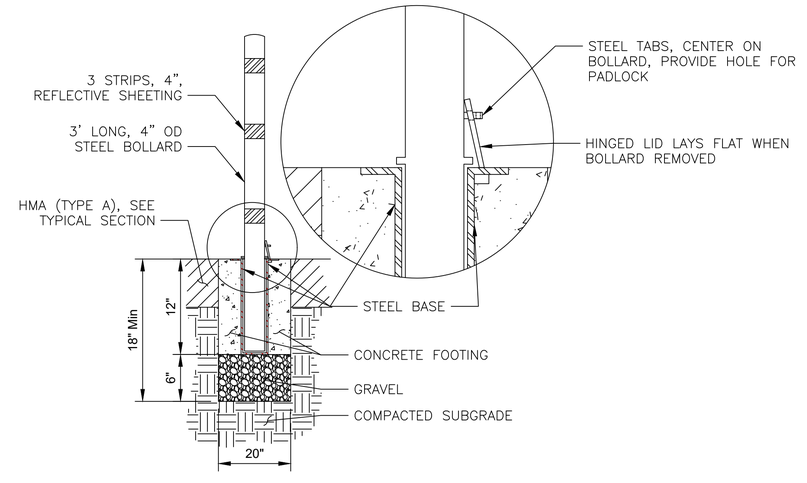
NOTES:
1. ALL MARKINGS TO BE DONE IN THERMOPLASTIC
2. SPEED CUSHION SIGNAGE SHALL BE INSTALLED AT THE CUSHION AND IN ADVANCE AS AN ADVISORY SIGN PER MUTCD.
3. SPEED CUSHIONS SHALL NOT BE INSTALLED NEAR CATCH BASIN
4. IF CLASS II BIKE LANE FACILITIES EXIST, TRANSITION CUSHION EDGE TO TERMINATE AT BIKELANE STRIPING.
5. SPEED CUSHIONS SHALL BE CONSTRUCTED USING 3/8" ASPHALT MIX DESIGN

CITY OF BELMONT	SPEED CUSHION	ST–600
	APPROVED BY: TRACY SCRAMAGLIA DATE: OCTOBER 2023	N.T.S. SHEET: 1 OF 2

DETAIL 1 – CITY SPEED CUSHION DETAIL
NTS



DETAIL 2 – SIGN POST AND FOUNDATION
NTS



NOTES

BOLLARD FINISH TO BE POWDER COAT. COLOR TO BE YELLOW. SUBMIT SAMPLE OF COLOR TO ENGINEER FOR APPROVAL.

DETAIL 3 – REMOVABLE POST AND FOUNDATION
NTS

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

DRAWN:	CHECKED:	ADDRESS:
AD	AL	6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400
DESIGNED: VM	APPROVED: AG	

REGISTERED PROFESSIONAL ENGINEER ANDRES GONTANG C 93970 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
BELMONT VILLAGE BICYCLE IMPROVEMENTS
CONSTRUCTION DETAILS

CALIFORNIA BELMONT

REVISIONS		
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NO.	DESCRIPTION	

DATE	SCALE
07/30/2025	NTS

PMX PROJECT NO. 474-8940-001

DRAWING **CD-2**

SHEET NO. **22** OF **23**

PAVEMENT DELINEATION QUANTITIES

DESCRIPTION	QUANTITY	UNIT
SHARED LANE MARKING	490	SF
BIKE BLVD STENCIL WITH ARROW	430	SF
BIKE STENCIL WITH ARROW	390	SF
HUMP AHEAD STENCIL	130	SF
BIKE MERGE AHEAD STENCIL	70	SF
STOP STENCIL	30	SF
TYPE IV (R) ARROW	30	SF
TYPE IV(L) ARROW	90	SF
TYPE VII ARROW	60	SF
2' STOP BAR STENCIL	30	SF
YIELD PAVEMENT MARKINGS	60	SF
SPEED CUSHION PAVEMENT MARKING	50	SF
INSTALL PAVEMENT MARKING – THERMOPLASTIC GREEN	7300	SF
PARKING T'S	120	LF
CT DETAIL 27B AND WHITE DIAGONALS	920	LF
CT DETAIL 38	390	LF
CT DETAIL 39	990	LF
CT DETAIL 39A	1460	LF
6'' WHITE STRIPE	300	LF
CT DETAIL 22	4560	LF
INSTALL RED CURB PAINT	510	LF
INSTALL YELLOW CURB PAINT	280	LF

SIGNAGE QUANTITIES

SIGN	DESCRIPTION	REMOVE	NEW	SIZE
W11-1	BICYCLE		2	30" X 30"
W11-2	PEDESTRIAN CROSSING		2	30" X 30"
W16-1P	SHARE THE ROAD		2	18" x 24"
W16-9P	AHEAD		2	24" X 12"
D11-1	BIKE ROUTE		18	18" x 18"
M6-3	THRU ARROW, GREEN BACKGROUND		7	18" x 12"
M5-2	ACROSS ARROW, GREEN BACKGROUND		1	18" x 12"
M5-1	RIGHT ARROW, GREEN BACKGROUND		4	18" x 12"
M5-1	LEFT ARROW, GREEN BACKGROUND		5	18" x 12"
M6-4	RIGHT/LEFT ARROW, GREEN BACKGROUND		1	18" x 12"
R5-1	DO NOT ENTER		1	30" X 30"
R118(CA)	EXCEPT BIKES		1	12" x 18"
R4-11	BIKES MAY USE FULL LANE		2	30" X 30"
R81B(CA)	END		2	12" X 5"
R81(CA)	BIKE LANE		2	12" X 8"
CUSTOM	LOADING ZONE		2	
CUSTOM	PARKING TIME LIMIT	3		
	TOTAL	3	54	

SIGN POST QUANTITIES

POLE DESCRIPTION	REMOVE	NEW
2" GALVANIZED STEEL		24
PARKING METER	3	

100% BID DOCUMENTS

811 Know what's below. Call before you dig.

Parametrix

DRAWN: AD | CHECKED: AL | DESIGNED: VM | APPROVED: AG

ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400

LICENSED PROFESSIONAL ENGINEER ANDRES GONZALEZ C 93910 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT

BELMONT VILLAGE BICYCLE IMPROVEMENTS

PAVEMENT DELINEATION AND SIGNAGE QUANTITIES

CALIFORNIA BELMONT

REVISIONS		
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NO.	DESCRIPTION	

DATE 07/30/2025 | SCALE NTS

PMX PROJECT NO. 474-8940-001

DRAWING Q-1

SHEET NO. 23 OF 23

CITY OF BELMONT
PUBLIC WORKS

CITY OF BELMONT CONTRACT DOCUMENTS

BELMONT VILLAGE BICYCLE IMPROVEMENTS

City Contract Number 2025-638

Approved by _____

Nisha Patel, PE - Public Works Director

INVITATION FOR SEALED BIDS

The City of Belmont invites sealed bids for public project construction described as: **Belmont Village Bicycle Improvements, CITY CONTRACT NUMBER 2025-638**. The public project construction is more specifically defined in the Contract Documents, but generally includes the following items of work: pavement rehabilitation, minor drainage improvements; and other items as identified in the Contract Documents (the "Work").

1. **SOURCE OF PROJECT FUNDS**: This Project **DOES NOT** involve federal funds.

2. **PRE-BID CONFERENCE:** None

3. **BID SUBMITTAL, WITHDRAWAL, IRREVOCABILITY**: Bids must be submitted on the bid forms supplied by the City. The Contractors are requested to drop off sealed proposals at the EOC room (Suite 210) at the Belmont City Hall located at 1 Twin Pines Lane, Belmont, CA 94002 (hereinafter the City) on October 21, 2025 between 1:00 PM – 2:00 PM local time. Any mailed delivery of sealed bid proposals must be confirmed with the City of Belmont, City Clerk's Office at (650) 595-7414, jplut@belmont.gov The Bids will be publicly open at 2:00 PM on October 21, 2025 ("Bid Deadline"), at the EOC Room (Suite 210). Bids received after the bid deadline will not be accepted. It is the bidder's responsibility to ensure that its bid package is duly delivered. Bidders are solely responsible for the cost of preparing their bids. No bidder may withdraw its bid for a period 60 days after the date set for bid opening, except as provided in Public Contract Code Section 5101 *et seq.*

4. **ENGINEER'S ESTIMATE:** The Engineer's estimated total construction cost for this Contract is $211,520.00. This estimate is intended to serve merely as a guideline of the magnitude of work. Neither the bidders nor the contractor shall be entitled to claims because of any inaccuracy in the estimated cost range.

5. **CONTRACT TIME; LIQUIDATED DAMAGES:** The construction Work is to be completed within a total of 20 working days including work under bid alternate after the date specified in the City's Notice to Proceed. The City will assess liquidated damages in the amount of $3,500 for each and every working day of delay in finishing the work in excess of the contract time.

6. **REQUIRED CONTRACTOR'S LICENSE(S):** Under Business & Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for the performance of the work contemplated by the Project except as provided herein. Failure to possess the specified license(s) at the time of bidding will render the bid non-responsive. Contractors must possess a valid California class A contractor's license for this contract. Firms bidding as a joint venture or bidding must secure a joint venture license before award of this contract. Firms bidding on projects involving federal funds must secure a license before award of this contract.

7. **DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION REQUIRED:** As provided in Labor Code Section 1771.1, the Bidder and all subcontractors listed on the bid proposal must be registered with the Department of Industrial Relations under Labor Code section 1725.5 at the time the bid is submitted, except as provided herein. Failure to be timely registered will render the bid non-responsive. If submitting a bid as part of a joint venture authorized by Business and Professions

Code Section 7029.1 or for a Project involving federal funds, the Bidder's registration may be secured up to the time of contract awarded. No contractor or subcontractor may be awarded a contract for the project unless registered with the Department of Industrial Relations under Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

8. **CONTRACT DOCUMENTS:** Bidders may obtain the bidding documents including and Specifications in electronic format at Peninsula Builders Exchange, or local Plan Rooms. Hard copy bid documents are not available at this time.

9. **BONDS AND INSURANCE:** Bid security in the amount of ten percent (10%) of the Bid Amount must accompany the Bid in accordance with Public Contract Code Section 20170. After award of the contract, the successful bidder must provide security for faithful performance and labor and materials (payment bond) as well as proof of insurance, in accordance with the requirements set forth in the Contract Documents. Bonds must be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance.

10. **SECURITIES SUBSTITUTION:** At the request and expense of the Contractor to whom the Contract is awarded, securities in a form approved by the City will be permitted in substitution for money withheld by the City to ensure performance under the Contract, as provided in Public Contract Code Section 22300.

11. **PREVAILING WAGE:** This project is a public work under Labor Code Section 1770, *et seq.*, and the successful bidder will be required to comply with certain labor standards and employment requirements including payment of the prevailing wage rates in effect on the date this Invitation for Sealed Bids was first published. Copies of the prevailing wage rates can be viewed at: http://www.dir.ca.gov/DLSR/PWD/ and are on file with the Engineer at the address identified below, and shall be made available to any interested party upon request.

12. **SHORING AND BRACING**: If the construction involves trenches or open excavations, which are five feet or deeper, each bid submitted in response to this Invitation for Sealed Bids must contain, as a bid item adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which shall conform to applicable safety orders, as required by Labor Code Section 6707.

13. **SPECIFIC BRAND NAME MATERIALS:** None

14. **WAIVER OF IRREGULARITIES**. The City reserves the right, in its sole discretion, to reject any or all Bids, to waive minor irregularities or defects in bidding and to reject nonconforming, nonresponsive or conditional bids.

INQUIRIES: If any bidder has questions regarding this Project, contact the Engineer: Brian Nguyen, One Twin Pines Lane, Suite 385, Belmont, CA 94002, Phone: (650) 637-2998, bnguyen@belmont.gov. Any questions addressing the interpretation or clarification of the Contract Documents shall be in writing.

INSTRUCTIONS TO BIDDERS

1. OBTAINING COPIES OF CONTRACT DOCUMENTS

1.1. Bidders may obtain complete sets of the Contract Documents, at the location designated in the Invitation For Sealed Bids, for the purchase sum stated therein.

1.2. Each bidder shall use a complete set of Contract Documents in preparing its bid.

1.3. The Contract Documents are more particularly defined in the Construction Agreement.

1.4. The City makes copies of the Contract Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Contract Documents.

2. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

2.1. Bidder must, before submitting its Bid, carefully study and compare the components of the Contract Documents and must examine the Project Site, the conditions under which the Work is to be performed, and the local conditions.

2.2. In the event Bidder has any question as to the meaning of any part of the Contract Documents, or Bidder finds any error, omission, inconsistency, or ambiguity in the Contract Documents, Bidder must make a written Request for Clarification before submitting its Bid. Requests for clarification or interpretation of the Contract Documents must be addressed only to the Engineer. It is the Bidder's responsibility to ensure that any such request is submitted to the City in a timely manner, in order to allow the City to issue a written Addenda.

2.3. If necessary, the City will make clarifications, interpretations, corrections, and changes to the Contract Documents by Addenda issued as provided in Section 4 of these Instructions to Bidders, below.

2.4. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner are not binding on the City, and Bidders may not rely upon them.

2.5. The plans and specifications, including drawing, plans, maps, diagrams and other graphic representations of the project, show conditions as they are believed by City to exist on the site, but the conditions shown do not constitute a representation by City that they actually exist. Utilities (underground or above-ground), buildings, structures and other improvements may be within or adjacent to the project site. These may or may not be included in the project's plans and specifications.

2.6. Submission of a bid shall constitute a representation by bidder that they have visited and examined the project site, and examined the plans and specifications. Bidder is relying on their own examination and knowledge of the site and plans in making their bid and not on any representation by City. No

claim for additional compensation shall be allowed that is based upon a failure to examine or lack of knowledge of, the work site or contract documents.

3. PREFERENCE FOR MATERIALS

3.1. In accordance with Public Contract Code Section 3400, except as otherwise specified on the Invitation for Sealed Bids, the City will not limit the bidding, directly or indirectly, to any one specific concern. Whenever any particular material (including product, thing, equipment, or service) is indicated in the Contract Documents by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference.

3.2. Unless a successful bidder (the Contractor) submits a request for substitution of "equal" materials in accordance with the requirements of the Contract Documents, and unless the City approves the substitution in accordance with the requirements of the Contract Documents, the Contractor shall furnish and install the specified material for the Bid Amount and within the Contract Time.

4. ADDENDA

4.1. Addenda will only be issued in writing. The City will make reasonable efforts to deliver (via facsimile or U.S. Mail) Addenda to all Bidders who are known by the City to have received a complete set of Contract Documents and who have provided a delivery address for receipt of Addenda.

4.2. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. City makes no guarantee that all Bidders will receive all the Addenda. Copies of Addenda will be made available for inspection at the office where Contract Documents are on file for inspection, as indicated on the Invitation for Sealed Bids.

4.3. Addenda withdrawing the Invitation for Sealed Bids or postponing the Bid Deadline may be issued any time before the Bid Deadline. However, if any Addenda results in a material change (addition or deletion) to the Contract Documents, the Bid Deadline will be extended by the City by not less than 72 hours, as provided in Public Contract Code Section 4104.5.

4.4. Each Bidder must acknowledge receipt of all Addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the bid non-responsive.

5. FILLING IN BID FORMS BY BIDDERS

5.1. All bids must be prepared on the forms provided by the City and submitted in accordance with these Instructions to Bidders. The documents required to be submitted in the bid package are as follows:

5.1.1. Bid

5.1.2. Equal Employment Opportunity Certification (Federal funded projects only)

5.1.3. Bidder's Non-collusion Affidavit

5.1.4. Debarment and Suspension Certification

5.1.5. Bidder's Security

5.1.6. Bidder's Statement of Responsibility

5.1.7. Any other information required by the Invitation For Sealed Bids

5.2. All blanks on the Bid Forms shall be filled in by typeface or printed legibly in ink.

5.3. Interlineations, alterations, and erasures must all be individually initialed by the Bidder.

5.4. Bidder shall acknowledge receipt of all Addenda on the Bid.

5.5. Bidder shall not modify or qualify the Bid Forms in any manner.

5.6. The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document must warrant that they are authorized to bind the legal entity of the Bidder.

6. **DESIGNATION OF SUBCONTRACTORS**

6.1. The Bidder must comply with the Subletting and Subcontracting Fair Practices Act as set forth in Public Contract Code Section 4100 *et seq.* (hereinafter referred to as the "Subcontracting Act"). Any reference in these Contract Documents to the requirements of the Subcontracting Act are for the Bidder's reference, and do not limit the Bidder's or Contractor's obligations under law.

6.2. No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 or submitting a bid as part of a joint venture authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 and 20103.5, provided the contractor is registered to perform public work under Section 1725.5 at the time the contract is awarded.

6.3. The Bidder must list, in the Bid:

6.3.1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work for this Project, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the Work or improvements according to detailed drawings contained in the plans and specifications, in an amount in excess of the minimum threshold of the Subcontracting Act. Generally, the minimum threshold is one-half of one percent (0.5%) of Bidder's Bid Amount; however, if the contract is for the construction of streets (including highways or bridges), the minimum threshold is the greater of: (a) onehalf of one percent (0.5%) of Bidder's Bid Amount, or (b) ten thousand dollars ($10,000).

6.3.2. The portion of the Work which will be done by each subcontractor described in Instructions To Bidders subsection 6.3.1.

6.4. The Bidder must list only one subcontractor for each portion of the Work as is defined by the Bidder in the Bid.

6.5. The Bidder must not list any subcontractor who is ineligible under Labor Code Sections 1777.1 and 1777.2, and Public Contract Code Section 6109.

6.6. The Bidder is subject to the penalties set forth in the Subcontracting Act if the Bidder lists in its Bid another contractor who will in turn sublet portions constituting the majority of Work covered by the prime contract.

6.7. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of the Work, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder must perform that portion itself.

6.8. If, after award of the Contract, the successful Bidder ("Contractor") subcontracts, except as provided in the Subcontracting Act, the Contractor is subject to the penalties set forth in the Subcontracting Act. If the Contractor violates any provisions of the Subcontracting Act, the Contractor violates the Contract and the City may either cancel this Contract or assess a penalty to the Contractor in accordance with the terms of the Subcontracting Act.

7. **BID SECURITY**

7.1. Each Bid shall be accompanied by Bid Security, in the amount of ten percent (10%) of the Bid Amount, as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bidding Documents. Bid Security shall be in one of the following forms: cash, a cashier's check made payable to the City of Fremont, a certified check made payable to the City of Belmont, or a Bid Bond executed by an admitted surety insurer in the form contained in the Bidding Documents.

7.2. If a Bid Bond is submitted, and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Bid Bond. The surety issuing the Bid Bond shall meet the requirements set by California law.

7.3. The City reserves the right to retain the Bid Security of all bidders until the occurrence of one of the following:

7.3.1. The successful Bidder has properly and timely executed and submitted all items required by Instructions To Bidders Section 13, including the Agreement.

7.3.2. The time period for the City's review of Bids as specified in Instructions To Bidders Section 9 has expired.

7.3.3. The Bids have been rejected by the City.

8. **SUBMISSION OF BIDS**

8.1. All Bid Forms (using the forms supplied by the City, as defined in Instructions to Bidders Section 5), including all documents required to be submitted with the Bid, shall be enclosed in a sealed opaque

envelope with the following address and identification on the face. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope.

(Name of Bidder)
Sealed Bid Proposal for City Contract No. 2025-638
Village Bicycle Improvements
City of Belmont

8.2.Bids may be mailed or delivered by messenger. It is the Bidder's responsibility alone to ensure that the Bid is received at the place (and before the Bid Deadline) specified in the Invitation for Sealed Bids. Any Bid received after the exact time of the Bid Deadline will be returned unopened.

8.3.Oral, telephonic, facsimile, telegraphic, or electronically transmitted Bids are invalid and will not be accepted.

9. **WITHDRAWAL OF BIDS**

9.1. After a Bid is received by the City, the Bid may be withdrawn only by a written request signed by the Bidder. In order to cause a withdrawal of the Bid, the request must be received by the City at the place (and before the Bid Deadline) specified in the Invitation for Sealed Bids.

9.2. No oral request for withdrawal will be considered. No oral or written request for modification will be considered.

9.3. The withdrawal of a Bid shall not prejudice the right of the Bidder to submit a new Bid, provided the new Bid is submitted in accordance with these Bidding Requirements.

9.4. After the Bid Deadline, a bidder may not withdraw its bid for a period of at least sixty (60) calendar days following the Bid Deadline, subject to the exceptions stated in this section 9.

9.4.1. The sixty (60) day review period may be extended upon the written request by the Engineer, and written approval by the affected Bidders.

9.4.2. If a bidder is not the low monetary bidder, a bidder may make a written request (no earlier than five working days after the Bid Opening) for an early release of bid security. The Engineer is authorized to release a bidder's bid security if the Engineer determines, in his/her sole discretion, that the bid is not likely to be recommended to the Awarding Body for award (based on the dollar amount of the bid in excess of the estimated project cost, or based on the number of responsive bidders with a lower monetary bid).

9.5. A Bidder shall be permitted to withdraw a Bid after the Bid Deadline only if the Bidder establishes, to the satisfaction of the Engineer, all of the elements identified in Public Contract Code Section 5103, including the following:

9.5.1. A clerical error was made by the Bidder in filling out the Bid; and the error was not due to error in judgment or to carelessness in inspecting the site of the Work, or in reading the plans or specifications.

9.5.2. The clerical error caused the Bid to be materially different than the Bidder intended the Bid to be.

9.5.3. The Bidder gave the City written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the Bids of the mistake, specifying in the notice in detail the nature of the mistake and how the mistake occurred.

10. BID OPENING AND REVIEW OF BIDS BY THE CITY

10.1. Bids submitted in accordance with the requirements of the Bidding Documents, and received on or before the Bid Deadline in accordance with the requirements of the Invitation for Sealed Bids, will be opened publicly, and the dollar amounts of each bid will be read aloud.

10.2. The City reserves the right to:

10.2.1. reject all Bids;

10.2.2. reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular; and,

10.2.3. waive irregularities in a Bid, and to award the Contract to the Lowest Responsible Bidder (as determined by the City), only if the irregularities are non-material and inconsequential.

11. CITY'S DETERMINATION OF LOWEST RESPONSIBLE BIDDER

11.1. The term "Lowest Responsible Bidder" means the "Lowest Monetary Bidder" whose Bid is "responsive," and who is "responsible" to perform the Work required by the Contract Documents, as those terms are defined by State law, including Public Contract Code Sections 20161, *et seq*, and 22030 *et seq*. This Section 11 summarizes the procedure by which the City will determine the "Lowest Responsible Bidder" in accordance with State law.

11.2. The City shall determine the "Lowest Monetary Bidder" on the basis of the Bid Amount, in accordance with the calculation criteria set forth on the Bid.

11.3. After the "Lowest Monetary Bidder" has been determined, the Lowest Monetary Bidder's Bid will be evaluated by the Engineer in order to determine whether or not that Bid is "responsive." The term "responsive" is defined by State law, but generally means that the Bid has been prepared and submitted in accordance with the requirements of the Bidding Requirements.

11.4. If the Lowest Monetary Bidder's Bid is responsive, that Bidder's qualifications will be evaluated by the Engineer to determine whether or not the Bidder is "responsible" to perform the Work required by the Contract Documents. The Engineer shall review "responsibility" of Bidders based upon the City's analysis of the information submitted on the Bidder's Statement of Responsibility (as a part of the Bid Forms) in accordance with the criteria set forth in Instructions To Bidders Section 12.

11.5. If the Engineer finds that the Lowest Monetary Bidder submitted a responsive Bid, and that the Bidder is responsible, then that Bidder will be deemed the apparent "Lowest Responsible Bidder".

11.6. If the Engineer finds that the Lowest Monetary Bidder's Bid is not responsive, or that the Lowest Monetary Bidder is not responsible, then the Engineer may review the responsiveness and responsibility of the next Low Monetary Bidder. If the Engineer finds that the next Low Monetary Bidder is responsive and responsible, then that next Low Monetary Bidder shall be deemed the apparent "Lowest Responsible Bidder. This process may continue until the Engineer finds the Lowest Monetary Bidder which is also responsive and responsible. In the event that one or more Low Monetary Bidders are found by the Engineer to be non-responsive or non-responsible, those Bidders will be given notice and a reasonable opportunity to present additional relevant evidence to the Engineer, within five working days after the Bidder receives the notice.

11.7. No Bid shall be binding upon the City until after the Contract is signed by both the Contractor and the City. The City may investigate the responsibility and qualifications of all Bidders to whom the award is contemplated for a period not to exceed sixty (60) days after the Bid opening. The sixty (60) day review period may be extended upon the written request by the Engineer and written approval by the affected Bidders.

11.8. Bid Protest. The City will issue a Notice of Intent to Award before the actual award. Any Bid protest must be submitted in writing to the Engineer before 5:00 p.m. of the fifth (5^{th}) calendar day following posting of a Notice of Intent to Award for Construction in the City Hall Lobby. City will use reasonable efforts to deliver by email a copy of the Notice of Intent to Award to all Bidders who submitted Bids and provided an email address no later than one working day after its issuance, although any delay or failure to do so will not extend the Bid protest deadline described above. The following conditions will apply to all protests.

11.8.1. The initial protest document must be in writing, contain a complete statement of the legal ground for the protest; all the relevant facts to the protest; and the form of relief requested and the legal basis for such relief.

11.8.2. The protest must refer to the specific portion of the document that forms the basis for the protest.

11.8.3. The protest must include the name, address and telephone number of the protesting party or the person representing the protesting party. If an email address is available, it should also be included.

11.8.4. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest.

11.8.5. The procedure and time limits set forth in this paragraph are mandatory and are Bidders sole and exclusive remedy in the event of Bid protest. Bidders failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest. The City will respond to any properly submitted protest within fifteen (15) calendar days and shall provide a hearing to the protesting bidder but only if the hearing is requested by the protesting bidder in the protest. The City's decision on the protest shall be final.

12. CITY'S DETERMINATION OF RESPONSIBILITY

12.1. The term "responsible" is defined by California law, but generally means that the Bidder is able to demonstrate that it possesses: (1) the capacity to perform the Work required by the Contract Documents with respect to financial strength, resources available, and experience; and (2) the integrity and trustworthiness to complete performance of the Work in accordance with the Contract Documents. The City may consider the following factors, in relation to the Work to be performed for this Project, in determining whether nor not a Bidder is "responsible":

12.1.1. Demonstrated financial strength including, but not limited to, resources available, bonding capacity, and available insurance.

12.1.2. Demonstrated safety record including, but not limited to, Experience Modification Rate.

12.1.3. Successful completion of projects of similar scope and size. In reviewing this factor, the City may consider elements including, but not limited to, contract amount of completed projects, experience on public works projects, experience implementing prevailing wage certified payroll requirements, timeliness of performance, and, if necessary, evaluation of Bidder's work by previous cities, clients, design professionals, or subcontractors.

12.1.4. Sufficiency of contract administration and construction management systems including, but not limited to, proposed scheduling tools, proposed subcontract forms, proposed progress payment applications, and proposed certification of payroll documents.

12.1.5. History of claims, litigation, and termination or disqualification from projects.

12.2. The City will make its determination of responsibility based upon information submitted by Bidders contained in the "Bidders Statement of Responsibility," included in the Bid Forms, and, if necessary, interviews with previous cities, clients, design professionals, or subcontractors with whom the Bidder has worked. If a non-responsive or non-responsible Bidder submits additional evidence pursuant to Instructions To Bidders Section 11, then that additional evidence shall be considered by the Engineer in making a determination of the Lowest Responsible Bidder.

13. AWARD OF CONTRACT

After the determination as to which Bidder is the Lowest Responsible Bidder, the City will issue a Notice of Award to the Lowest Responsible Bidder. No contractor or subcontractor may be awarded a contract for the project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations under Labor Code section 1725.5. Within seven (7) calendar days after receipt of the Notice of Award, Bidder shall submit to the City all of the following properly signed items:

13.1.1. Two originals of the Agreement signed by Bidder.

13.1.2. Documentation of authority of individual or individuals to sign the Agreement on behalf of Bidder.

13.1.3. The Improvement Security required by Agreement Section 13.

13.1.4. Proof of Insurance required by Agreement Section 14.

13.1.5. Documentation of payment of City of Belmont business tax as provided in Agreement Section 12.

13.1.6. Copy of Contractor's State Contractor's License.

13.1.7. Identification of Contractor's Authorized Representative required by Agreement Section 6.

13.1.8. For joint ventures, proof of Department of Industrial Relations Registration for the Contractor and each subcontractor.

14. FORFEITURE OF BID SECURITY

In the event that Bidder does not properly and timely execute and submit the items set forth in subsection 13.1, above, the Bid Security shall be forfeited to the City and the City may award the Contract to next Lowest Responsible Bidder. The forfeited Bid Security may be utilized by the City in accordance with Public Contract Code Sections 20170 through 20174.

City of Belmont Contract Documents
Project: Belmont Village Bicycle Improvements
City Contract Number 2025-638

BID

BID TO: Belmont City Clerk
One Twin Pines Lane
Belmont, California 94002

BID FROM: _____ Insert Full Legal Name of Bidder (Firm Submitting Bid)

NOTE: All portions of these Bid Forms (including the Bid, Bidder's Non-Collusion Affidavit, Bidder's Statement of Responsibility, and Bid Bond or alternative bidder's security) must be properly completed, signed, and submitted with the Bid. Failure to do so may result in the Bid being deemed non-responsive by the City.

SCOPE OF BID. Bidder hereby offers to furnish for the above referenced Project all labor (including supervision), materials and equipment (whether or not permanent or temporary, and whether or not actually incorporated into the Work), utilities (including water, sanitary facilities, electricity, fuel, light, heat, and telephone), tools, transportation, and services necessary to complete the Work on this Project in accordance with the Contract Documents and to complete all requirements of the Contract Documents for the amounts quoted in this Bid (including the costs of any and all applicable taxes, patent rights, royalties, licenses, and permits), as modified pursuant to the terms of the Contract Documents. Bidder will not withdraw its Bid for at least sixty (60) calendar days after the Bid Deadline, unless otherwise extended by the written agreement of the City and Bidder. If Bidder is selected as the Lowest Responsible Bidder, Bidder shall, within seven (7) calendar days after receipt of Notice of Award, sign and deliver to the City all documents identified in Section 13 of the Instructions to Bidders (including the Agreement, performance bond, payment bond, and proof of insurance). Time is of the essence. If awarded the Contract, Bidder agrees to complete the Work within the time specified in the Invitation For Sealed Bids.

ADDENDA. Bidder shall insert, in the blank lines below (or additional pages, if needed), each Addenda received by the Bidder, and incorporated herein by reference into this Bid. Bidder hereby acknowledges receipt of the following Addenda (Addendum No. and Date Issued):

Addendum No.	Date Issued
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BID AMOUNT.

3.1.**Estimated Quantities.** Since the amounts identified in the Bid Spreadsheet (Section 4, below) are estimates for the purpose of comparing bids, the City reserves the right to increase or decrease the quantities to reflect the actual amount of work to be performed by the Contractor in accordance with the requirements of the Contract Documents.

3.2.**Unit Price Bids.** For each bid item identified in the Bid Spreadsheet (Section 4, below), the Bidder shall provide a bid item unit price and a bid item extension (bid item unit price multiplied by bid item estimated quantity equals bid item extension). In case of a math error or ambiguity, bid item unit prices shall prevail over the bid item extensions.

3.3.**Total Bid Amount.** The Bidder shall identify the Total Bid Amount, which shall equal the sum of all bid item extensions and bid alternates. The total bid amount shall include the total of all bid schedules. In case of a math error or ambiguity, bid item extensions shall prevail over the Total Bid Amount. The Total Bid Amount shall be the total dollar amount bid by the Bidder, for the Bidder's performance of all Work in accordance with the Contract Documents (and payment of all Bidder's costs required therefor, whether or not specifically identified herein). The Total Bid Amount may also be referred to in the Contract Documents as the Contract Amount.

3.4.**Basis of Award.** The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Total Bid Price plus Alternates. City reserves right to award Alternates in any order or none at all based upon available funding.

3.5.**Alternate Bids.** Alternate bids proposed by the Bidder will be considered by the City.

BID SPREADSHEET. Bidder hereby offers to provide to the City the Work required by the Contract Documents (as defined in Agreement Section 2), for the amounts quoted in this Bid, as follows. Bidder shall complete bid schedule, the total bid amount shall constitute the total of all Bid Item Extensions.

ITEM NO.	BID ITEMS	UNIT	TOTAL QUANTITIES	UNIT PRICE	*TOTAL COST
1	Mobilization and Demobilization (10%)	LS	1		
2	Construction Phasing and Traffic Control (10%)	LS	1		
3	Sediment and Water Pollution Control (2%)	LS	1		
4	Remove Pavement Delineation and Markers	LS	1		
5	Remove Existing Sign and Post	EA	3		
6	Remove Asphalt Concrete - Depth of 2"	SF	230		
7	Install Hot Mix Asphalt (Type A) - Speed Cushions	LS	1		
8	Install Slurry Seal Type II	SY	30		
9	Install Removable Bollard	EA	4		
10	Install Pavement Marking - Thermoplastic White	SF	1,860		
11	Install Pavement Marking - Thermoplastic Green	SF	7,300		
12	Install Pavement Striping - Thermoplastic White	LF	4,180		
13	Install Pavement Striping - Thermoplastic Yellow	LF	4,560		
14	Install Red Curb Paint	LF	510		
15	Install Yellow Curb Paint	LF	280		
16	Install New Sign on Existing Sign Post	EA	2		
17	Install New Sign	EA	52		
18	Install New Post and Foundation	EA	24		

*NOTE: In case of error in extension of price into the total price column, the unit price will govern.

TOTAL BID AMOUNT_____$_____
_

BID ALTERNATE 1	TOTAL PRICE IN FIGURES	**$**
	TOTAL PRICE IN WORDS	

TOTAL BID SUMMARY
TOTAL: BASE BID + BID ALTERNATE 1 (IN FIGURES)
TOTAL: BASE BID + BID ALTERNATE 1 (IN WORDS)

4. **BID SECURITY.** Bidder must attach Bid Security in the amount of ten percent (10%) of the Bid Amount (see Section 7 of the Instructions to Bidders).

5. **LIST OF SUBCONTRACTORS**.

6.1. Bidder will use Subcontractors for the Work:

YES_____ NO_____

6.2. If yes, the Bidder hereby certifies that the following is a list of all subcontractors which the Bidder is required by law to name in its bids. Generally, bidders are required to identify each subcontractor performing more than one half of one percent of the work. However, more particular requirements are contained in the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100 *et seq*. (the "Subcontracting Act"), summarized in Section 6 of the Instructions to Bidders.

6.3. Bidders are reminded of the severe penalties imposed by the Subcontracting Act for a failure to list all required subcontractors (Work Activity, Name, and Address) on this sheet. Bids will not be found non-responsive for omission (at time of bid) of additional information regarding estimated dollar amount of subcontracted work or subcontractor license number. However, bidders shall submit all information required by this sheet by no later than 24 hours after written request by the City.

6.4. ALL BIDDERS ARE HEREBY NOTIFIED THAT: the successful bidder will be required to perform not less than ***fifteen*** percent (***15%***) of the Work with the successful bidder's own organization. A failure of the Bid to establish compliance with this requirement may render the bid non-responsive, or it may result in a determination of bidder non-responsibility based on a failure to demonstrate adequate resources available to perform the Work.

Subcontracted work activity	Subcontractor name including address (City and State)	Est. $ amt. of subcontracted work	Subcontractor's License no.	DIR #
_____	_____	$_____	_____	_____
_____	_____	$_____	_____	_____

NOTE: Provide additional sheets if required. (copy of this sheet is acceptable)

6. **REPRESENTATIONS OF BIDDER**.

7.1. By submitting this Bid, Bidder declares under penalty of perjury the following representations are true and correct:

7.1.1. Bidder has read and understands all requirements of the Contract Documents, and this Bid is made in accordance with those requirements. The Contract Documents are more particularly defined in the Agreement, and generally include: all Bidding Documents (including the Invitation For Sealed Bids, these Instructions to Bidders, Supplemental Instructions to Bidders, Addenda [if any], and Bid Forms), the Agreement, the Specifications (including the General Conditions, Special Provisions , the, and the Technical Specifications), the Exhibits (including bonds), and the Drawings (also defined as "Plans").

7.1.2. Any questions by the Bidder regarding the meaning of any part of the Contract Documents have been submitted, in writing, by the Bidder to the City, in accordance with Section 2 of the Instructions to Bidders.

7.1.3. Bidder has visited and examined the Project site of the proposed work, and Bidder is familiar with all the conditions related to the proposed work, including the availability of labor, materials (including transportation, handling, delivery, and storage), equipment, and utilities (including water and electricity), and is familiar with local conditions (including weather, road access and truck routes, and surface and subsurface conditions) as related to requirements of the Contract Documents.

7.1.4. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

7.1.5. The Contract Time, as specified in the Invitation For Sealed Bids, is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.

7.1.6. Bidder has the expertise and financial capacity to perform and complete all obligations required by the Contract Documents.

7.1.7. Bidder is aware of and, if awarded the Contract, will comply with applicable legal requirements, including all City Regulations (including payment of City business license tax) in its performance of the Work.

7.1.8. The Bidder shall comply with the requirements of the Labor Code, including Sections 1770 *et seq.*, and the Bidder shall comply with the General Prevailing Wage Determination Made by the Director of Industrial Relations that is in effect on the date of the Invitation for Sealed Bids. The prevailing wage rate schedule is on file with the Engineer and will be made available for review upon request.

7.1.9. Bidder certifies that, for the excavation of any trench of a depth of five feet or more, its bid includes the cost for adequate sheeting, shoring, and bracing or equivalent method (including costs of design), for the protection of life or limb, which shall conform to applicable safety orders, in accordance with Labor Code Sections 6705 and 6707.

7.2. In accordance with Business and Professions Code Section 7028.15, Bidder certifies, under penalty of perjury, that the information contained in this subsection 7.2, below, is true and correct. Any bidder who is not licensed in accordance with the Business and Professions Code, and in accordance with the Invitation For Sealed Bids, shall be considered non-responsive and shall be rejected by the City.

7.2.1. State Contractor's License No. and Class _____.

7.2.2. Original date license issued, and License expiration date _____.

7.2.3. DIR Number _____.

7.3. As required by Government Code Section 4552, in submitting a Bid to the City, Bidder offers and agrees that, if the Bid is accepted, it will assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C., Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Bidder for the sale to City pursuant to the Bid. Such assignment shall be made and become effective at the time City tenders final payment to Bidder.

7.4. Bidder acknowledges that, unless the bidder submits a request for substitution of "equal" materials in accordance with the requirements of the Agreement, and unless the City approves the substitution in accordance with the requirements of the Contract Documents, the Contractor shall furnish and install the specified material for the Bid Amount.

IN WITNESS WHEREOF, the individuals signing this Bid represent and warrant that they have the right, power, legal capacity, and authority to sign this Bid on behalf of the Bidder, and have caused this Bid to be executed by setting hereto their names, titles, and signatures at _____ County, in the State of _____.

BIDDER: _____
(Signature) (Date)

_____
(Name and Title of Signatories)

_____
(Legal Name of Bidder, including type of organization, e.g., corp. or partnership)

_____
(Bidder's Street and Mailing Address)

_____
(City, State, Zip Code)

_____ _____
(Telephone Number) (Email Address)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____ and proposed subcontractor hereby certifies that it has _____, has not ____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that where required, 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 that are subject to the equal opportunity clause. Contract 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 the 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 contract or subcontracts unless such Contractor submits a reporting 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.

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

NON-COLLUSION DECLARATION

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____[city], _____[state].

BIDDER: _____

(Signature) (Date)

_____

(Printed or Typed Name and Title of Signatories)

_____

(Legal Name of Bidder)

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.

The above Certification is part of this Proposal. Signing this Proposal on the signature portion thereof shall also constitute an endorsement and execution of the certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BIDDER'S STATEMENT OF RESPONSIBILITY

(Must be executed by Bidder and submitted with Bid)

1. **SCOPE OF THIS STATEMENT OF RESPONSIBILITY.** In order to allow the City to make a determination of the Bidder's responsibility, the Bidder shall provide the information required herein as a part of its Bid.
   1.1. **City's Right to Use the Bidder's Statement of Responsibility.** The City shall use the information required by this Statement of Responsibility for the sole purpose of determining the Bidder's "responsibility." While the City conducts its deliberative process to determine whether a bidder is "responsible," the City will not disclose "confidential" information (as identified by the Bidder pursuant to paragraph 1(b), below) unless otherwise compelled by a court order. However, if there is a challenge regarding the City's determination of whether a Bidder is "responsible," the City shall have the right to use any and all information contained herein in support of the City's determination, and the Bidder waives any claim against the City for the City's use of information for this intended purpose.
   1.2. **Bidder's Obligation to Identify Confidential Information.** If a Bidder believes that any portion of this Statement of Responsibility is "confidential" and not legally subject to public disclosure in accordance with the requirements of the California Public Records Act (Government Code Sections 6250, *et seq*), the Bidder shall: (1) clearly mark the relevant portions of the Statement of Responsibility as "Confidential"; and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Bidder shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the Statement of Responsibility; and (4) if the Bidder fails to identify information as "Confidential," or if the Bidder fails to defend and indemnify the City regarding any claim by any third party for the public disclosure of a "Confidential" portion of the Statement of Responsibility, the Bidder shall hold the City harmless and waive any claim against the City for any damages allegedly related to any public disclosure of any portion of the Statement of Responsibility.
   1.3. **Additional Pages.** If additional pages are required to respond to any of the questions set forth in this Statement of Responsibility, the Bidder shall describe and list the additional pages in Section 16, below.

2. **EXPERIENCE**
   2.1. How many years has the Bidder been performing work as a contractor under the present business name?
   2.2. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 13 below).

3. **CURRENT WORK IN PROGRESS**
   3.1. For how many construction projects is the Bidder under contract to perform (which are currently under construction)? _____
   3.2. What is the total dollar amount of the construction contracts listed in Subsection 3.1? _____
   3.3. What is the total bonding capacity of the Bidder? _____
   3.4. How many construction contracts listed in 3.1 are:
      3.2.1. in an amount of 50% or less of the Total Bid Amount? _____

3.2.2. in an amount between 50% and 100% of the Total Bid Amount? _____

3.2.3. in an amount between 100% and 150% of the Total Bid Amount? _____

3.2.4. in an amount over 150% of the Total Bid Amount? _____

3.5. List the name of the project (with Contract Amount and Anticipated Completion Date), the name of the City/Client entity, and a City/Client contact person (with name and telephone number), for three current active projects referred to in Section 3.4:

3.5.1. Project Name _____

Contract Amount _____
Anticipated Completion Date _____

City/Client Entity _____
City/Client Contact _____
(Name and Phone) _____

3.5.2. Project Name _____

Contract Amount _____
Anticipated Completion Date _____

City/Client Entity _____
City/Client Contact _____
(Name and Phone) _____

3.5.3. Project Name _____

Contract Amount _____
Anticipated Completion Date _____

City/Client Entity _____
City/Client Contact _____
(Name and Phone) _____

4. COMPLETED WORK

Provide the requested information set forth below for the: (1) three most recent projects completed of a similar character to this Project (performed as a general contractor); and (2) three most recent public works projects completed (performed as a general contractor).

4.1. Three most recent projects completed of a similar character to this Project:

4.1.1. Project Name: _____

Project Description:_____
_____

_____

Contract Amount _____

Date Completed: _____

Owner: _____

Contact Person: _____

Contact Person's Phone Number: _____

4.1.2. Project Name _____

Project Description _____
_____

Contract Amount: _____

Date Completed: _____

Owner: _____

Contact Person: _____

Contact Person's Phone Number: _____

4.1.3. Project Name: _____

Project Description: _____
_____
_____

Contract Amount: _____

Date Completed: _____

Owner: _____

Contact Person: _____

Contact Person's Phone Number: _____

4.2. Three most recent public works project (City, State, County) completed:

4.2.1. Project Name: _____

Project Description: _____
_____

_____

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

4.2.2. Project Name: _____

Project Description: _____
_____
_____

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

4.2.3. Project Name: _____

Project Description: _____
_____
_____

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

5. CLAIMS HISTORY

5.1. Has any claim been made against your company in the past five years, which has resulted in arbitration or litigation?

5.2. Has your company made any claim against any City or client in the past five years, which has resulted in arbitration or litigation?

5.3. If you answered "yes" to subsections 5.1 or 5.2 above, describe the claim(s) using the format below: (use additional sheets if necessary).

5.3.1. Project Name _____

Claim Amount _____

Other Party Entity Name _____
Other Party Contact _____
(Name and Phone) _____

6. Describe the claim(s) on a separate sheet (see Section 14, below).

7. **CONTRACT TERMINATION**

7.1. Has your company ever been terminated by a City or client, or rejected from bidding on a public works project in the last five (5) years? _____. If yes, identify each and provide an explanation below:

7.2. Project Name _____

City/Client Entity Name _____ City/Client Contact
(Name and Phone) _____

Date of Termination/Rejection _____

Explanation _____
_____
_____

8. If more than one (1), describe on additional sheet (see Section 14, below).

9. **COMPLETION BY SURETY**

9.1. Has your company ever failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years? _____. If yes, provide an explanation below:

9.2. Project Name _____

Surety Contact
(Name and Phone) _____

Date Surety Took Over _____

Explanation _____
_____
_____

10. If more than one (1), describe on additional sheet (see Section 13, below).

11. **STORM WATER BEST MANAGEMENT PRACTICES**

11.1. Has bidder violated the Storm Water Best Management Practices for illegal or improper discharge(s) into storm drain systems two (2) or more times within the past five (5) years?

☐ Yes
☐ No

Note: This question refers to your firm's violation of sewer overflow to the storm drain system that was required to be reported to the State Water Board.

12. **SEWER AND WATER CROSS-CONTAMINATION**

12.1. Has work performed by the bidder resulted in cross-contamination with water and sewer facilities within the past five (5) years?

☐ Yes
☐ No

13. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) COMPLIANCE**

13.1. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

☐ Yes
☐ No

If "Yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

14. **PUBLIC WORKS CONTRACTS**

14.1. In the last five (5) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes
☐ No

If "Yes," explain on a separate signed page. Identify the year of the event, the owner, the project, and the basis for the finding by the public agency.

15. **ADDITIONAL DOCUMENTS**

In order to allow the City to make a determination of the Bidder's responsibility, the Bidder may be required to submit additional documents.

16. ADDITIONAL PAGES

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements. The following descriptions include the general nature of the additional information. If no additional pages are submitted, write "None" on the blank line.

_____

_____

_____

17. PENALTY OF PERJURY

Bidder hereby declares and certifies under penalty of perjury under the laws of the State of California that the information contained herein is true, correct, and complete.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles and signatures.

BIDDER: _____
(Signature) (Date)

_____
(Printed or Typed Name and Title of Signatories)

_____
(Legal Name of Bidder)

BID BOND Bond No. _____

WHEREAS, ("Principal") submitted a Bid to the City of Belmont ("City") for the Project identified on this Bond, and the terms of the Bid require the Principal to submit bidder's security.

NOW, THEREFORE, Principal and _____ ("Surety"), are hereby held and firmly bound unto the City in the amount of ten percent (10%) of the Bid Amount set forth in the Principal's Bid (the terms and conditions of which are incorporated herein by reference) for the above referenced Project, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal's Bid is rejected by the City, or if Principal's Bid is accepted by the City and the Principal properly executes and submits to the City the Agreement and all required documents (including the Faithful Performance Bond, the Labor and Material Bond, and the proof of insurance), then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by an agreement between the City and the Principal to extend the time within which the City may accept the Principal's Bid, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal	**Surety**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date:	Date: _____
	Address for Notices to Surety: _____
	_____
	_____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

CONSTRUCTION AGREEMENT

This Construction Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF BELMONT, a municipal corporation (hereinafter "City"), and [***INSERT LEGAL NAME OF CONTRACTOR***name of business and description of legal entity, i.e., LLC, Partnership, Corporation, etc.] (hereinafter "Contractor").

RECITALS

A. In accordance with the applicable provisions of State law, including the California Public Contract Code, and local law, including the Belmont City Code, the City issued an invitation for competitive bids for this Project.

B. In response to the invitation for bids, the Contractor submitted the Bid Forms (with a Bid Amount of $_____), which are incorporated herein by reference, which were found by the City to be responsive to the invitation for bids.

C. After reviewing all bids submitted in response to the invitation for bids, the City found the Contractor to be the Lowest Responsible Bidder, and the Awarding Body awarded this Agreement to the Contractor on _____ [***INSERT DATE OF AWARD***].

D. The Project is more specifically described in the Contract Documents, but generally includes the following items of work [*** INSERT IDENTICAL TO "PROJECT DESCRIPTION" IN THE INVITATION TO BIDS***]

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform, or cause to be performed, the Work described in the Contract Documents (hereinafter "Work"), to the satisfaction of the City Engineer, and subject to the final acceptance by the City.

2. **CONTRACT DOCUMENTS.**

2.1. **List of Contract Documents.** The Contract Documents consist of this executed Agreement; all Bidding Documents (including the Invitation for Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Forms, and Addenda (if any) as identified below); the Specifications (including General Conditions, Special Provisions, and all documents incorporated by reference therein, including City Standard Specifications, and Caltrans Standard Specifications), and the

Technical Specifications; the Drawings (also referred to as "Plans"); and the Exhibits (including bonds).

2.2. **Precedence of Contract Documents.** In the event of a conflict between component parts of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

2.2.1. Agreement, as amended by contract change orders.

2.2.2. All Bidding Documents, as amended by Addenda.

2.2.3. Technical Specifications

2.2.4. Special Provisions.

2.2.5. General Conditions

2.2.6. City Standard Specifications.

2.2.7. Caltrans Standard Specifications (Standard Specifications for Construction of Local Streets and Roads, State of California, July 2006).

2.2.8. Drawings (also referred to as Plans), as defined on ********.

2.2.9. Standard Plans and Standard Details.

2.2.10. Exhibits.

2.3. **Addenda.** The following Addenda are hereby incorporated into the Contract Documents:

No.	Date of Issue:
____	_____
____	_____
____	_____

3. **CONTRACT TIME**.

3.1. After Contractor has provided to City all documents identified in the Instructions to Bidders and the Notice of Award (in a form satisfactory to the City, and in accordance with the requirements of the Contract Documents), City shall schedule the mandatory pre-construction conference, and Contractor shall attend and participate in the pre-construction conference.

3.2. After the pre-construction conference, the City shall issue a Notice to Proceed to Contractor. The Notice to Proceed will identify the date on which the "Contract Time" commences, and this date may be referred to as the "Contract Commencement Date." Contractor is authorized to commence Work on the Contract Commencement Date, and Contractor must commence the

Work no later than seven days after the Contract Commencement Date. The Work must be diligently prosecuted and all of the Work must be substantially completed within the Contract Time specified in the Invitation For Bids. Time is of the essence in the performance of all obligations under these Contract Documents, and all timing requirements must be strictly adhered to unless otherwise modified by the City in accordance with the Contract Documents. The Contractor must submit all requests for extensions of time to the City, in writing, no later than ten (10) working days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

3.3. Within the time set forth in the Special Provisions (or, if no time is specified in the Special Provisions, with seven (7) calendar days after written request from the City), Contractor shall submit to the City all required documents, including the following:

3.3.1. Contractor's safety program, and identification of Contractor's safety officer.

3.3.2. Contractor's cost distribution schedule of prices (schedule of values).

3.3.3. Contractor's Construction Schedule.

3.3.4. Contractor's schedule of submittals.

3.3.5. Copies of all required documentation for each subcontractor, including: State Contractor's License, identification of each subcontractors' authorized representative, copy of contract between Contractor and each subcontractor.

4. **CONTRACT AMOUNT.** City shall pay to Contractor, for the performance of the Work, the Contract Amount identified in the Bid Documents, subject to adjustment of estimated quantities (to reflect actual work performed by the Contractor), and as modified according to the terms of the Contract Documents. The Contractor's compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials (including the costs of any and all applicable taxes, patent rights, royalties, licenses, and permits), equipment, tools, transportation, and services necessary to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents). The Contract Amount identified in the Bid Documents is $_____.

5. **LIQUIDATED DAMAGES.** If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum specified in the Invitation for Bids for each calendar day after the expiration of the Contract Time that the Work remains incomplete. The City and Contractor agree that in the event the Work is not completed within the Contract Time, the City's damages would be extremely difficult or impracticable to determine and therefore the City and Contractor agree that the amount stated herein is a reasonable estimate of the amount of such damages. The City may deduct any liquidated damages owed to the City, as determined by the City, from any payments otherwise payable to Contractor under this Contract. Nothing contained herein shall limit the City's rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a

limitation upon the City if Contractor abandons the Work. In such event, Contractor shall be liable to the City for all losses incurred.

6. **CONTRACTOR REPRESENTATIVE.** At all times during the progress of the Work, Contractor shall have a competent supervisor, foreman, or superintendent (hereinafter "Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor Representative shall be authorized by the Contractor to sign, send, and receive all notices contemplated or required by the Contract Documents, and authorized to direct all Work being performed by (or on behalf of) the Contractor. The Contractor shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Contractor Representative. Throughout the term of this Contract, Contractor Representative shall meet and confer with the City Engineer in a good faith effort to resolve any outstanding issues related to performance required by the Contract Documents. The Contractor shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all subcontractors performing the Work.

7. **ACCESS TO THE SITE.** In order to permit the City to inspect the Work, the Contractor shall, at all times, provide to the City (including agencies and entities designated by the City) proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

8. DOCUMENTATION AND RECORD KEEPING.

8.1. **Contractor's Project Records.** Contractor's Project records shall include all of Contractor's accounting records, employment records, and project work records for all employees, subcontractors, and suppliers, including: the Contract Documents, one record copy of the plans and specifications, change orders, requests for clarifications, instructions from the City, contracts with suppliers and subcontractors, correspondence, submittals, samples, shop drawings, invoices, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the Work.

8.2. **Contractor's Maintenance of Project Records.** Contractor shall keep and preserve Project records in accordance with generally accepted accounting principles and state law requirements. During performance of the Work, Contractor shall keep all of Contractor's Project records in a secure location at the Project Site. After completion of the Work, Contractor shall maintain the Project records for no less than four years after final completion of the Work.

8.3. **Audit by the City.** All of Contractor's Project records, as identified above, shall be made available to the City (including agencies and entities designated by the City), and the Contractor shall provide copies of the Contractor's records upon request by the City.

9. **RESPONSIBILITY OF CONTRACTOR AND SUBCONTRACTORS**.

9.1. Contractor is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City

as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Contractor.

9.2. For each subcontractor performing any portion of the Work for this Project, the Contractor shall include a provision in the subcontract documents incorporating by reference the requirements of these Contract Documents, to require the subcontractor to comply with the requirements of these Contract Documents as related to the portion of the Work performed by the subcontractor. This requirement shall specifically include: indemnification of the City (Agreement Section 16), business tax compliance (Agreement Section 12), insurance (Agreement Section 14), and nondiscrimination and compliance with law (Agreement Section 11.1).

10. **CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.

11. **LEVINE ACT DISCLOSURE.** Contractor must disclosure on a form approved by the City whether Contractor or its agents have made contributions to one or more City officials that are subject to the requirements of the Levine Act (Calif. Gov't Code § 84308(e) or the regulations of the Fair Political Practices Commission that implement the Act (Title 2 Calif. Code of Regs., §18438.8(b)). If at any time during the term of this Agreement the total contributions to a City official by Contractor and its agents exceed $250, Contractor must promptly disclosure the contributions by submitting a supplement written disclosure.

12. **COMPLIANCE WITH LAW.** The Contractor shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances, resolutions, and City Regulations), whether or not said laws are expressly stated in this Agreement.

12.1. **Nondiscrimination.** Contractor shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Contractor shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.

12.2. **Labor Compliance.** Contractor must comply with all applicable federal, state, and local laws regarding labor compliance, including, but not limited to, all applicable provisions related to working hours, the payment of prevailing wages, travel and subsidence payments, apprentices, payroll records, and labor code penalties (as required by California Labor Code Sections 1720 through 1861, and as outlined in the General Conditions). Copies of the prevailing wage rates are on file with the City Engineer, and shall be made available to any interested party upon request. See General Conditions Section 19 for more detail.

12.3. **Department of Industrial Relations Registration**. No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 or submitting a bid as part

of a joint venture authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 and 20103.5, provided the contractor is registered to perform public work under Section 1725.5 at the time the contract is awarded.

12.4. **Subcontractor Eligibility.** Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.7.

13. **PERMITS AND LICENSES.** The Contractor must obtain and maintain all necessary permits and licenses for the performance of the Work.

13.1. **Belmont Business License Tax.** Contractor must apply for and pay the business tax and registration tax for a business license, in accordance with the Belmont City Code.

13.2. **Fees, Royalties, and Patents.** Contractor must pay all license fees and royalties related to or necessary for the Work and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

14. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall furnish improvement security, in a form substantially the same as that set forth in the Exhibits, attached hereto, or in an alternate form authorized by state law and approved by the City, in the following amounts:

14.1. **Faithful Performance** security in the amount of 100% of the Contract Amount to secure faithful performance of this Agreement (until the date on which the City accepts the Work as complete).

14.2. **Labor and Material** security in the amount of 100% of the Contract Amount to secure payment by the Contractor to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen pursuant to law).

14.3. **Warranty** security in the amount of 10% of the Contract Amount to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter).

15. **INSURANCE**.

15.1. Contractor must, throughout the duration of this Agreement, maintain insurance to cover Contractor (including its agents, representatives, subcontractors, suppliers, and employees) in connection with the performance of work under this Agreement, including against claims for

injuries to persons or damages to property which may arise from or in connection with the performance of the work.

15.2. Contractor must at a minimum maintain the following types of insurance indicated by the check box next to the insurance type. Contractor must fully comply with the City's insurance specifications in Exhibit A "*Insurance Standards for Construction*", attached to this Agreement. City may modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

☒ **Workers Compensation (WC)**

☒ **Commercial General Liability (CGL)**

☐ The CGL limit level is modified as follows: _____.

☒ **Employers Liability** (**EL**)

☐ The EL limit level is modified as follows: _____.

☒ **Automobile Liability (AL)**

☐ The AL limit level is modified as follows: _____.

☒ **Professional Liability** (**PL**)

☐ The PL limit level is modified as follows: _____.

☐ **Pollution Legal Liability (PLL), Asbestos Legal Liability (ALL), Errors and Omissions (EO)**.

☐ The PLL/ALL/EO limit level is modified as follows: _____ _____.

☒ **Builder's Risk (Course of Construction).**

15.3. Contractor waives any right to subrogation against the City, its officers, elected officials, employees, agents, or volunteers which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance.

16. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Contractor must immediately notify the City Risk Manager's office by email at finance@belmont.gov, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

17. **RESPONSIBILITY FOR LOSS**.

17.1. The City and its elected officials, officers, employees, agents and volunteers, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or

any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person (including but not limited to workers or the public) from any cause whatsoever; or for damage to property from any cause whatsoever.

17.2. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person (including but not limited to workers and the public) or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The Contractor shall indemnify and save harmless the City of Belmont and its elected officials, officers, employees, agents and volunteers from all claims, suits or actions of every name, kind and description brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor, of subcontractor, or of any other person, firm or entity and the public) or damage to property arising from any cause whatsoever during the progress of the work or at any time before its final completion and acceptance. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. This indemnification shall survive termination of the Contract.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, and its officers, officials, agents, employees and volunteers. It is the intent of the parties that the Contractor shall indemnify and hold harmless the City, and its elected officials, officers, agents, employees and volunteers from any and all claims, suits, or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, the subcontractor or employee of any of these, other than the sole negligence, active negligence or willful misconduct of the City, and its elected officials, officers, agents, employees and volunteers.

17.3. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Agreement as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages as aforesaid.

17.4. Neither the elected officials, officers, agents, employees not volunteers of City, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the Agreement.

17.5. Nothing in the Agreement is intended to make the public or any person a third party beneficiary under this Contract, nor is any term and condition or other provision of the Agreement intended to establish a standard of care owed to the public or any member thereof.

Attention is directed to Section ___, "Insurance Provisions," of the General Conditions for the Contractor's responsibility for providing and maintaining insurance.

18. **ACCEPTANCE OF WORK.** Before acceptance of the Work by the City, the Contractor shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City has accepted the Work as complete.

19. **WARRANTY.**

19.1. **Quality of Work.** Contractor warrants to the City that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; and that the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract Documents.

19.2. **Documentation of Warranty.** If required by the City Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If required by the Contract Documents, the Contractor shall provide a written warranty from the manufacturer or supplier.

19.3. **Warranty Period.** The Contractor shall warrant the quality of the Work, in accordance with the terms of the Contract Documents, for the "Warranty Period." The Warranty Period shall be a one year period (unless a longer period of time is specified in the Contract Documents) commencing as follows: (a) for any Work not identified as incomplete in the Certificate of Substantial Completion, commencing on the date of Substantial Completion; and (b) for any Work that is identified as incomplete in the Certificate of Substantial Completion, commencing on the date of Final Completion.

19.4. **Default During Warranty Period.** In the event that (during the Warranty Period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Contractor under this Agreement (including any faulty workmanship or material, or any failure of the Work to operate in accordance with the requirements of the Contract Documents), the Contractor shall be in default.

20. **DEFAULT**.

20.1. **Notice of Default**. In the event that the Contractor is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Contractor and the Contractor's surety (if any) in which the default is described.

20.2. **Circumstances Constituting Default**. Contractor shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exists:

20.2.1. Contractor fails to perform any portion of the Work in accordance with the timing requirements of the Construction Schedule.

20.2.2. Contractor abandons the Project site.

20.2.3. Contractor fails to replace or repair any damage caused by Contractor or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

20.2.4. Contractor fails to supply workers, subcontractors, or other personnel with the skills, certifications, or licenses required by the Contract Documents.

20.2.5. Contractor violates any legal requirement related to the Work.

20.2.6. Contractor is insolvent, files for bankruptcy, makes a general assignment for the benefit of its creditors, or fails to pay its debts as they become due.

20.2.7. Contractor fails to perform any portion of the Work in accordance with the requirements of the Contract Documents.

20.3. **City Remedies**. The City may, in the discretion of the City Engineer, take any or all of the actions identified in this subsection, if the Contractor fails to: (a) promptly commence, and diligently and continuously prosecute the cure of the default, or (b) within ten (10) days, cure the default, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion:

20.3.1. Demand the Contractor to complete performance of the Work (including repair, or removal and replacement, of nonconforming Work).

20.3.2. Issue a Notice of Suspension of Work, by which the Contractor shall suspend all Work except for those portions of the Work authorized by the Notice, and for which the Contractor shall not be entitled to any adjustment of the Contract Amount or Contract Time. Notwithstanding the timing requirements of this Section 19.3, if the City Engineer determines that a default may have a potentially adverse impact on the safety of persons or property (including but not limited to a failure by the Contractor to maintain documentation of insurance or improvement security as required by this Agreement), the City Engineer may immediately issue a Notice of Suspension of Work in accordance with this subsection.

20.3.3. Cure the default and charge the Contractor for all costs resulting therefrom, including administrative costs (including City staff costs, City consultant costs, and attorney's fees) and interest in an amount equal to seven percent (7 %) per annum from the date of default, which charge may be deducted by the City from amounts otherwise payable to the Contractor.

20.3.4. Remove the Contractor from the site and demand the Contractor's surety (if any) to complete performance of the Work.

20.3.5. Take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the City may deem expedient. If requested by the City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if Contractor

fails to do so, the City may remove or store, and after ninety (90) days sell, any of the same at Contractor's expense.

20.3.6. Terminate the Contract.

20.4. **Termination for Default**. In the event that the Contract is terminated by the City in accordance with this section:

20.4.1. Contractor shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of all Work by the City

20.4.2. If the unpaid balance of the Contract Amount (to which the Contractor is otherwise entitled in accordance with the Contract) exceeds the cost of completing the Work (including all additional costs and expenses made necessary thereby, plus all losses sustained, including any liquidated damages provided under the Contract Documents), such excess shall be paid to Contractor. If the cost of completing the Work exceeds the unpaid balance of the Contract Amount, Contractor shall pay such excess to the City.

20.4.3. No termination or action taken by the City after termination shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents upon such termination; and the City may proceed against Contractor to recover all losses suffered by the City.

21. **NOTICES.** All notices or demands which the Contract Documents contemplates or requires shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective on the first to occur of: (a) actual receipt by a party's Authorized Representative; (b) actual receipt at the address designated below; or (c) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Belmont	**To: Contractor**
Attn:.	Attn:
Brian Nguyen	
One Twin Pines Lane, Suite	
Belmont, CA 94002	

22. **HEADINGS.** The heading titles for each paragraph of the Contract Documents are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Contract Documents.

23. **SEVERABILITY.** If any term of the Contract Documents (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Contract Documents shall be construed as not containing that term, and the remainder of this

Agreement shall remain in full force and effect; provided, however, this section shall not apply to the extent that enforcement of the Contract Documents without the term would be grossly inequitable under all the circumstances or would frustrate the purposes of the Contract Documents.

24. **INTERPRETATION OF CONTRACT DOCUMENTS**.

24.1. **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of the Contract Documents shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

24.2. **Industry Standards.** When Contract terms have a customary technical or trade meaning, the terms shall be interpreted in accordance with that meaning.

24.3. **Standard Specifications and Codes.** References to any regulations (including: standard specifications, manuals or codes of a technical society, organization or association; or laws or regulations of any governmental authority) shall mean the regulations in effect at the time of the Bid Opening, unless otherwise specifically identified in the Contract Documents.

25. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce the Contract Documents, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, not to exceed $10,000.

26. **ASSIGNMENT AND DELEGATION**.

26.1. **Assignment of The Contract Documents.** The Contract Documents, and any portion thereof, shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. Any attempt to assign or delegate the Contract Documents without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

26.2. **Antitrust Claims.** As required by the instructions to bidders and Government Code Section 4552, the Contractor hereby agrees to assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Action (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.

27. **MODIFICATIONS.** The Contract Documents may not be modified orally or in any manner other than by an agreement of the parties, in writing, in accordance with requirements of the Contract Documents.

28. **WAIVERS.** Waiver of a breach or default under the Contract Documents shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Contract Documents.

29. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

30. **ENTIRE AGREEMENT.** The Contract Documents, including all documents incorporated herein by reference, comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. The Contract Documents supersede all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated herein by reference.

31. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute the Contract Documents on behalf of the respective legal entities of the Contractor and the City. The Contract Documents shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

CITY OF BELMONT

By: _____
Afshin Oskoui, City Manager

Date: _____

APPROVED AS TO FORM

_____
Scott M. Rennie, City Attorney

FUNDING VERIFIED

_____
Grace Castaneda, Finance Director

CONTRACTOR

By: _____

_____
(print name) (print title)

Date: _____

By: _____

_____
(print name) (print title)

Date: _____

City of Belmont Contract Documents

Project: Belmont Village Bicycle Improvement

City Contract Number 2025-638

INSTRUCTIONS FOR SIGNATURES – DO NOT INCLUDE WITH SIGNED CONTRACT

****

[PLEASE SELECT THE APPROPRIATE SIGNATURE BLOCK FROM THE FOLLOWING SAMPLES]

CORPORATIONS

XYZ Land Development Inc,

a California corporation

By: _____

Its: _____

[needs to be officer from the operations side:

President, CEO, Vice President]

By: _____

Its: _____

[needs to be officer from the finance side: Treasurer, CFO, Secretary]

One corporate signature is acceptable if the person is an officer if the signature is notarized (although we would like you to ask for a corporate resolution showing that person is authorized to sign). A single signature where the person is not a corporate officer – eg general manager, etc – must be supported by a corporate resolution indicating that person has been delegated authority to sign contracts on behalf of the corporation

GENERAL PARTNERSHIPS

XYZ Land Development,

a California general partnership

By: _____

Its: General Partner

LIMITED PARTNERSHIPS

XYZ Land Development, LLP,

A California limited partnership

By: _____

Its: General Partner

[need limited partnership agreement or certificate filed with state showing the person or entity is the general partner]

In many cases the general partner will be a corporation so the signature block would look like this:

XYZ Land Development, LP,

A California limited partnership

By: ABC Developers, Inc,

a California corporation

Its: General Partner

By: _____

Its: President, CEO, VP

By: _____

Its: Secretary, Treasurer, CFO

LIMITED LIABILITY COMPANY

XYZ Land Development, LLC,

a California Limited Liability Company

By: _____

Its: Managing Member

[we need to see the operating agreement or certificate filed with secretary of state showing the person or entity is the managing member]

If the Managing Member is not an individual, but is a business entity then you would indent the signature block for the appropriate persons to sign as in the example for the limited partnership above.

Exhibit A

Insurance Standards for Construction

(Cover Sheet)

City of Belmont Contract Documents
Project: Village Bicycle Improvements
City Contract Number 2025-638

****

[PLEASE SELECT THE APPROPRIATE SIGNATURE BLOCK FROM THE FOLLOWING SAMPLES]

CORPORATIONS
XYZ Land Development Inc,
a California corporation

By: _____

Its: _____

[needs to be officer from the operations side:
President, CEO, Vice President]

By: _____

Its: _____
[needs to be officer from the finance side: Treasurer, CFO, Secretary]

One corporate signature is acceptable if the person is an officer if the signature is notarized (although we would like you to ask for a corporate resolution showing that person is authorized to sign). A single signature where the person is not a corporate officer – e.g. general manager, etc. – must be supported by a corporate resolution indicating that person has been delegated authority to sign contracts on behalf of the corporation

GENERAL PARTNERSHIPS
XYZ Land Development,
a California general partnership

By: _____

Its: General Partner

LIMITED PARTNERSHIPS
XYZ Land Development, LLP,
A California limited partnership

By: _____

Its: General Partner
[need limited partnership agreement or certificate filed with state showing the person or entity is the general partner]

In many cases the general partner will be a corporation so the signature block would look like this:

XYZ Land Development, LP,
A California limited partnership

By: ABC Developers, Inc,
a California corporation

Its: General Partner

By: _____

Its: President, CEO, VP

By: _____

Its: Secretary, Treasurer, CFO

LIMITED LIABILITY COMPANY
XYZ Land Development, LLC, a California Limited Liability Company

By: _____

Its: Managing Member
[we need to see the operating agreement or certificate filed with secretary of state showing the person or entity is the managing member]

If the Managing Member is not an individual, but is a business entity then you would indent the signature block for the appropriate persons to sign as in the example for the limited partnership above.

PERFORMANCE BOND **Bond No. _____**

WHEREAS,_____ ("Principal") has entered into an "Agreement" with the City of Belmont ("City") for the Project identified on this Bond, the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to submit performance security.

NOW, THEREFORE, Principal and _____ ("Surety"), are hereby held and firmly bound unto the City in the amount of $_____, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) performs the covenants, conditions, and obligations of the Agreement, including the obligation to indemnify, defend, and hold harmless the City, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety's obligation under this bond shall arise after the City has provided written notice to the Surety, at the address set forth below, of the Principal's default under the Agreement, and the Principal's failure to cure the default in accordance with the terms of the Agreement.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal	**Surety**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date:	Date: _____
	Address for Notices to Surety: _____
	_____
	_____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

PAYMENT BOND **Bond No. _____**

WHEREAS, _____("Principal") has entered into an "Agreement" with the City of Belmont ("City") for the Project identified on this Bond, the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to submit payment (labor & material) security for the benefit of all "Claimants"; and the term "Claimants" is defined as any of the persons named in California Civil Code Section 3181, or their assigns.

NOW, THEREFORE, Principal and _____ ("Surety"), are hereby held and firmly bound unto the City, and all Claimants, in the amount of $_____, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) and all of its subcontractors pay: (a) all Claimants, and (b) all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Agreement, and (c) all amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor; then this obligation shall become and be null and void; otherwise it shall remain in full force and effect.

The Surety's obligation under this bond shall arise, and the Surety shall make appropriate payments, after the Surety has received written notice, at the address set forth below, of the Principal's failure to make payment in accordance with the obligations of the Agreement or this bond. This bond shall inure to the benefit of the City and Claimants, as to give a right of action to any Claimant or their assigns in any suit brought upon this bond. In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond. The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal	**Surety**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date:	Date: _____
	Address for Notices to Surety: _____
	_____
	_____

NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

MAINTENANCE BOND

(To be executed after acceptance of project by the City Council)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____, as Surety, are held and firmly bound unto the City of Belmont (hereinafter called the Obligee), in the penal sum of _____ Dollars ($_____) for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has heretofore entered into a contract with the Obligee for the _____Project, City Contract No._____; and,

WHEREAS, the work called for under the contract has now been completed and accepted by Obligee;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal shall for a period of one (1) year from and after the date of the completion and acceptance of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

Principal: _____	Surety: _____
Corporate Seal (where appropriate)	Corporate Seal (where appropriate)
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed name and title	Printed name and title
_____	_____
Date	Date
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code

ALTERNATIVE CLAUSES

1. **Identification of Plans.** The Contract Documents are more particularly defined in the Agreement, and generally include: all Bidding Documents (including the Invitation For Bids, these Instructions to Bidders, Addenda [if any], and Bid Forms), the Agreement, the Specifications (including the General Conditions, the Special Provisions , and the Technical Specifications), the Exhibits (including bonds), and the Drawings (also referred to as "Plans"). The Plans specifically include the following documents: [PLANS]

2. **Truck Routes.** Pursuant to City ordinances, use only authorized truck routes. Additional information is listed below:

   The following streets are hereby declared to be truck routes for the movement of vehicles including loads in excess of EIGHT (8) TONS:
   - All of Old County road within the City
   - O'Neill Avenue from its intersection with Old County Road to its intersection with Kedith Street

   The following truck traffic routes shall be limited to a maximum gross weight, including load, of THIRTEEN (13) Tons:
   - All of Ralston Avenue

   The maximum combined total vehicle weight, plus load, on all remaining streets shall not exceed Eight (8) Tons.

   REQUIREMENT FOR PUBLIC NOTIFICATION
   If more than fifty (50) yards of material will be hauled, the permit applicant shall be required to notify all property owners within a three hundred (300) foot radius of the date and time that the hauling will take place. (Belmont City Code Section 14-94(f)).

Alternate Improvement Security Clauses for Agreement Section 13:

Warranty security in the amount of 10 % of the Contract Amount (in the form of the Faithful Performance security) to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter).

Alternate Insurance Clauses for Agreement Section 14:

Risk Management may require additional insurance coverage (e.g., $3,000,000 for commercial general liability).

Deductibles and Self-Insured Retentions. Any deductibles (including any self-insured retentions) must be declared to and approved by the City.

If the amount of the deductible for commercial general liability is greater than $_____, the Contractor shall either: reduce the deductible to an amount less than or equal to

$_____, or the Contractor shall procure a bond in an amount sufficient to guarantee payment of claims within the deductible amount (including losses and related investigations, administration and defense expenses).

If the amount of the deductible for property insurance is greater than $_____, the Contractor shall either: reduce the deductible to an amount less than or equal to $_____, or the Contractor shall procure a bond in an amount sufficient to guarantee payment of claims within the deductible amount (including losses and related investigations, administration and defense expenses).

Alternative Clauses 1 of 1

GENERAL CONDITIONS

CITY OF BELMONT
CITY CONTRACT NUMBER 2025-638
Belmont Village Bicycle Improvement Project

G.C. 1 STANDARD SPECIFICATIONS

The State of California Department of Transportation Standard Specifications "Caltrans Standard Specifications" (2018) in conjunction with Standard Specifications for Public Works Construction "Greenbook" (2018) shall be the referenced standard specifications for this contract. All work shall conform to the aforementioned standard specifications, including General Conditions, Special Provisions and Technical Specifications, unless otherwise specified in the Contract Documents.

G.C. 2 DEFINITIONS

"City of Belmont," the "Contractor," and the "Contract Documents" are identified in the Standard Contract Agreement. The "City of Belmont" and the "Contractor" include their authorized representatives and are treated throughout as if each were singular in number and neuter in gender. "Contractor" includes its surety. Whenever in the Standard Specifications and Contract Documents the following terms are used, they shall be understood to mean and refer to the following:

A. Agency/City The City of Belmont, California

B. Engineer The Director of Public Works and his authorized representatives.

G.C. 3 ENGINEER

The Engineer shall act as the City's representative during the construction period. He shall determine the amount, quality, acceptability and fitness of parts of the work and interpret the Contract Documents. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents. No act or omission of the Engineer shall relieve the Contractor of the duty to proceed with the work in strict conformity with the Contract Documents.

At least one week prior to the start of work, the Contractor shall furnish to the Engineer a Schedule of Work showing the Contractor's planned sequence of operations. Such schedule shall be subject to the review and approval of the Engineer. No work shall be done until the Contractor and the Engineer have agreed to the schedule to be followed by the Contractor.

Upon request, the Engineer shall reduce to writing any oral order, objection requirement or determination. All communications to the City by the Contractor shall be via the Engineer. Whenever the Engineer's approval is requested, it shall be in writing only.
In accordance with Belmont's Construction Noise Ordinance, work within the City's right of way shall be done during normal working hours of 8 am to 5 pm, Monday through Friday.

The Contractor shall hand deliver written notification to the Engineer prior to any emergency overtime, weekend or holiday. The sum of the City Inspector's pay for inspection of overtime weekend or holiday work performed will be deducted from any moneys due to the Contractor. Overtime is defined as work in excess of 8 hours in a day. The Contractor, and not the Engineer, shall be responsible for the construction means, controls, techniques, sequences, procedures and construction safety.

As stated elsewhere, amounts shown in the Proposal and Contract as to quantities are estimates only. From time to time, the Engineer shall direct the Contractor as to the prosecution of the work in such manner as to increase or decrease such estimates as to the work actually to be done. The Contractor shall comply with such instructions and shall be paid only for work actually done based on the unit prices set out in the Contract.

G.C. 4 AWARD AND EXECUTION OF CONTRACT

The right is reserved to reject any bids if the Engineer is not satisfied that the bidder is fully qualified to carry out the terms of the Contract.

G.C. 5 PROTECTION

At his expense the Contractor shall:

A. Protect all utilities from damage and not disturb such utilities without approval of the governing agency. Contact Underground Service Alert (USA) at 1-800-227-2600 at least 48 hours prior to commencing excavations.

B. Work with the respective utility companies to assure proper reconnection and relocation of such services. The Contractor is expected to include the cost of working with these utility companies in the price bid for the work involved.

C. Take every precaution against injuries to persons or damage to property.

D. Comply with regulations governing the use of the property. The Contractor shall furnish the City with a copy of written permission from the property owner to the Contractor prior to using private property for any storage of materials, equipment or debris.

E. Store and suitably protect its apparatus, equipment, materials, and supplies in an orderly fashion on site.

F. Place on the work only such loads as are consistent with the safety of the work.

G. Effect all cutting, fitting, or patching or its work required to make it conform to the Plans and Specifications and interrelated with other improvements but, except with the consent of the Engineer, shall not cut or otherwise alter existing improvements.

H. Protect and preserve established benchmarks and monuments, make no changes in the location of such without the prior written approval of the City, and replace and relocate any which may be lost or destroyed or which require shifting because of necessary changes in grades or locations. All replacement and relocation work shall be accomplished only after approval of the City and under the direct supervision and instructions of the Engineer.

I. Before final payment, remove all surplus material, false work, temporary structures, debris, and similar matter resulting from its operation from the site and put the site in an orderly condition.

J. Construct, operate and maintain all passageways, guard fences, lights, barricades and other facilities required for protection by state or municipal laws and regulations and local conditions during the course of the work.

K. Guard the City's property from injury or loss.

L. Take all reasonable precautions for dust and noise control and generally conduct operations so as not to constitute a nuisance.

M. Protect existing signs, fences, asphalt pavement, concrete curb, and gutter and other highway facilities which may be encountered in the roadway. The replacement or repair of any facilities which the City deems necessary as a result of the Contractor's operations shall be done by the Contractor at its own expense and to the satisfaction of the City.

G.C. 6 VALUE ENGINEERING

The City is receptive to proposals from the Contractor identifying ways to reduce project costs and will share 50% of the cost savings with the Contractor if the proposal is accepted. The City encourages the Contractor to submit cost saving proposals on construction methods, products or materials that are equal to, or better than, what is specified by the project plans or specifications. The City is not obligated to accept and implement the proposal; however, if the City does accept the proposal for implementation, the City will share 50% of the cost savings with the Contractor. The cost savings shall be limited to the project for which the proposal is made. The City retains the right to implement the Contractor's proposal on future projects without obligation to sharing the future cost savings. The cost saving/value engineering program is administered by the City in accordance with California Public Contract Code Section 7101.

G.C. 7 CHANGES IN THE WORK

The City shall have the right to make any reasonable changes in the project plans or quantities determined to be necessary or expedient. In case such changes increase or diminish the work shown, the Contractor shall be paid for the work actually done at a mutually agree upon adjustment to the Contract price, based upon the accepted Bid Proposal or according to the provisions of Paragraph 7, Changes in Work. The Contractor shall not be entitled to extra payment, nor shall any claim be made on account of anticipated profits on the work that may be omitted.

G.C. 8 CHANGES IN CONTRACT PRICES

Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the Engineer and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways:

a. By agreed lump sum
b. By agreed unit prices
c. By Force Account

If neither a nor b methods can be agreed upon and the Contractor receives written order to make such changes, the Contractor shall be compensated by Force Account for his actual necessary costs, including labor, material, and equipment rental, as determined by the Engineer, plus a negotiated fixed fee for profit and such overhead items as home and branch office expenses, general expenses, general superintendence, indirect labor, and licenses. The negotiated fixed fee shall not exceed fifteen percent (15%) of actual necessary direct costs.

In addition to the actual cost of labor, the amount due the Contractor shall include the cost of compensation insurance, contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended; and for taxes paid the Federal Government, as required by the Social Security Act, approved August 14, 1935, as amended to date, plus other payments the Contractor must make to, or on behalf of, the workers.

For use of equipment owned by the Contractor, the rental rates therefore shall be based upon the current prices prevailing in the locality, not to exceed the rates promulgated by the California (State) Department of Transportation in effect at the time the work was performed.

It is understood that labor, materials, and equipment may be furnished by the Contractor, or by the subcontractor, or by others on behalf of the Contractor. When the work is performed by other than the Contractor's organization, the Contractor shall reach an agreement with such other forces as to the distribution of payments made for such, and no additional payment therefore will be made by the City.

When Force Account work is performed by a bona fide and approved subcontractor, the negotiated fixed fee markup is limited to ten percent (10%) for the subcontractor, and five percent (5%) for the prime Contractor, on the performing subcontractor's actual costs, and no markup will be allowed for any intermediary subcontractor between the performing subcontractor and the prime Contractor.

All labor furnished on Force Account work shall be adjusted daily upon report sheets, furnished by the Contractor and signed by both parties, which daily report sheets hall thereafter by considered the true record of Force Account labor provided.

In order that a proper estimate may be made by the Engineer of the net cost of labor and materials entered into Force Account work, in accordance with the procedure hereinbefore stated, the Contractor shall furnish weekly an itemized statement of materials and labor supplied together with the cost of such material and the wages paid, and shall furnish vouchers for quantities and prices of such labor, material, or work. In case the Contractor fails to comply with the above provisions, he shall have no claim for compensation against the City.

City reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portions of work that may be awarded to others.

When the Contractor considers that any changes ordered involve extra work that the Engineer has not recognized as such, he shall immediately notify the Engineer in writing as to when and where alleged extra work is to be performed. If the Engineer directs by written order that the alleged extra work be performed, the Contractor shall comply, and shall make claim for compensation therefore each month not later than the 20th day of the month during which the work claimed to be extra work was performed, and he shall submit a weekly complete statement of materials used and expenses incurred on account of extra work performed, showing allocation of all materials and expenses. All such claims shall state the date of the Engineer's written order.

Unless such notification is made in writing and unless complete statements of materials used and expenses incurred on account of such alleged extra work are furnished as above required, the Contractor shall not be entitled to consideration for payment for alleged extra work, and any future claims for compensation for such alleged extra work shall be invalidated.

G.C. 9 BRAND OR TRADE NAME - SUBSTITUTE OF EQUALS

Reference is made in Section 3400 of the California Public Contracts Code, which is by this reference incorporated herein with like effect as if here set forth in full.

If a potential bidder believes he knows of an equal to a specified brand or trade name which is not mentioned in the Contract Documents, then such potential bidder may so advise the Engineer of such fact, giving all relevant information. If appropriate, an Addendum will be issued as to the alleged equal provided that such issuance may be accomplished at least 5 days before the time fixed for opening bids.

Unless the subject article or product is expressly designated for matching others in use in a particular public improvement either completed or in the course of completion, any bidder may, as part of its bid proposal, include a request for substitution of an item equal to any specified brand or trade name. At the preconstruction meeting, the Contractor may submit to the Engineer data substantiating such a request, and the difference, if any, in cost. The Engineer shall promptly investigate the request and make a recommendation to the City as to equality.

The City shall promptly determine where the substitute is equal in every respect to the item specified, and approve or deny the request accordingly, and shall notify the Engineer of the determination made, who shall advise the Contractor in writing of the decision. Unless the request is granted, substitution will not be permitted. In accordance with Section 3400 of the California Public Contracts Code, the Contractor shall be provided a period of not less than 35 days after the award of contract for submission of data substantiating a request for a substitution of "an equal" item.

Nothing herein shall authorize a change in the Contract price or prevent the use of change order in the manner provided elsewhere in the Contract Documents.

G.C. 10 FINAL INSPECTION, ACCEPTANCE AND NOTICE OF COMPLETION

Upon written notice from the Contractor that the entire work required by the Contract Documents is complete and that all submittals required by him are made, and after the Contractor has delivered the bonds, certificates of inspection, proof of insurance, guarantees, warranties, releases, and other documents, all as required by the Contract Documents or by law, a post construction conference will be held to review the work and resolve any unsettled matters. Present at the conference shall be the Engineer, the Inspector, the Contractor, and the Contractor's Superintendent. Following this conference, Engineer will make a final inspection, the Contractor, and the City will notify the Contractor in writing of any deficiencies in the submittals and other documents required of him. The Contractor promptly shall make such corrections as are necessary to remedy all defects or deficiencies. After the Contract has completed any such corrections to the satisfaction of the City, the City will issue a written final acceptance of the work and file any notice of completion required by law or otherwise.

Final Inspection will be in two phases: a semi-final inspection by the Construction Inspector and the Contractor; and a final inspection, including representatives of the City, the Contractor, and any State or County agency. At the conclusion of the semi-final inspection, the Construction Inspector will provide the Contractor, in writing, a "punch list" of items requiring completion of remedial work. The Contractor shall rectify all matters on the "punch list" before making his formal request, in writing, for Final Inspection. Upon completion of the final inspection, if further completion or remedial work is determined to be necessary, the Engineer shall transmit to the Contractor a final list of items for remedial attention. After final inspection, the City Council will adopt a resolution determining that the contract work, or designated phases thereof, is substantially complete and is accepted.

G.C. 11 GUARANTEE AND WARRANTY OF WORK

The Contractor shall submit all products and materials to be used to the Engineer for approval. The Contractor shall provide a list of submittals at the pre-construction conference.

Notwithstanding inspections and acceptance by the City of work furnished under this contract, the Contractor warrants to the City that all materials and equipment furnished under the contract, including that provided pursuant to change orders, will be of good quality and new, that the work will be free from defects in material or workmanship and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required by the special provisions or technical specifications for specified items of equipment or materials. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained such separate warranties furnished by manufacturers or suppliers.

If, within one year after the date of final acceptance of the work by the City, any of the work is found not to be in accordance with the Contract Documents the Contractor shall correct it promptly after written notice from the City to do so, and pay for any damage to other property

resulting from such non-conforming work. If the Contractor fails to make the repairs or replacements promptly, or in any emergency when delay could cause risk or damage or loss, the City may have the non-conforming work removed, replaced or corrected at the expense of the Contractor and his surety. If the amount of the performance bond is insufficient to cover such work, the Contractor shall be liable to pay any such deficiency on demand by the City. Nonconforming work which is remedied under this Section shall be subject to an extended warranty obligation for a period of one year after the non-conforming work has been remedied.

All workmanship performed, and materials/equipment installed, as part of this contract shall be guaranteed for a period of one year, commencing upon issuance of the Notice of Completion for the work under this contract.

G.C. 12 CITY'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

The City, without prejudice to such other right, remedy or relief it may be entitled to, may by giving ten (10) days notice to the Contractor, terminate the employment of the Contractor and it his right to proceed, if:

A. The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors.

B. A receiver or liquidator is appointed for the Contractor or any of its property.

C. The Contractor shall refuse or fail after Notice of Warning from the City by the Engineer to supply sufficient properly skilled workmen or suitable materials.

D. The Contractor fails to prosecute the work with such diligence as will insure its completion within the stipulated time period.

E. The Contractor shall fail to make payments to persons supplying labor or materials for the work.

F. The Contractor does not comply with applicable law or instructions of the Engineer.

G. The Contractor is otherwise guilty of a substantial violation of any provision of the Contract Documents.

If the City determines that the Contractor has failed to perform any of its obligations under the Standard Contract Agreement or to otherwise comply with the Standard Contract Agreement, then, in addition to all other remedies provided by law, City may terminate the Standard Contract Agreement immediately upon written notice to the Contractor provided, however, that if the City's determination of the Contractor's failure to perform under or comply with the Standard Contract Agreement can be cured by Contractor within thirty (30) days from the date that City discovers Contractor's failure to perform or comply, then the City may provide Contractor with a notice of Contractor's failure to perform or comply and provide Contractor with a definite period of time, to be specified in the notice and not to exceed a maximum period of thirty (30) days from the date of the notice, to cure. Failure to perform or comply to City's satisfaction within the definite time period specified in the notice are grounds for termination by City.

The City Manager is empowered to terminate the Standard Contract Agreement and issue the notices provided for in this Section on behalf of City. In the event of termination, the Contractor

shall immediately cease all work being performed under the Standard Contract Agreement. Termination of the Standard Contract Agreement by City shall constitute the withdrawal of any consent or authorization of City for Contractor to perform any construction or other work under the Standard Contract Agreement in the public right-of-way or on public property, excepting only that work necessary to leave all work site areas in a clean and safe condition.

The City's right to terminate may be for the entire work, or at the City's option, as to any portion thereof as to which delay shall have occurred or breach or miscompliance related, and may thereupon take possession of the entire work or portion thereof. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance shall exceed the expense of completion, and other damage, expense or loss of the City occasioned by the Contractor's failure to properly perform, the Contractor shall pay such excess. If such expense and damage exceeds the unpaid balance, the Contractor is liable to the City for the excess. If the City elects to proceed under this Section, it may take possession of and utilize in completing the work such materials, supplies, pain and equipment on site which may be necessary or convenient for the purpose of completing the work. The City is expressly granted the right, acting via an Engineer or otherwise, to operate equipment and machinery on site for the purpose of determining whether it has a basis for proceeding under this Section.

G.C. 13 PAYMENT AND MONTHLY ESTIMATES

1. Schedules, Reports and Records As stated in Section 9-2 of the Standard Specification for Public Works Construction "Greenbook" (latest edition), the Contractor is required to submit to the Engineer for approval, a schedule of values for bid items. Lump Sum bid items are to be broken out into appropriate segments to create the schedule. This is to be integrated with the project work schedule and submittal schedule. These schedules will be used in the evaluation of Contractor Progress Payment Requests to the City.

2. Pay Period On or immediately after the first day of each month, the Contractor is to submit to the Engineer a "Request For Progress Payment." This request is to be for work performed and for materials on the site up to and including the last day of the month. The Request For Progress Payment is to be submitted on a "Payment Application and Certificate" form (CP-14).

3. Retentions Pursuant to Section 9-3.2 of the Specifications, 5 percent of each month's amount earned by the Contractor will be retained by the City until 50 percent of the contract work is completed. At that point, at the Engineer's discretion, if work is proceeding satisfactorily, retention may be discontinued except for the amount previously retained. Pursuant to Section 9-3.2 of the Standard Specification for Public Works Construction "Greenbook" (latest edition), the Contractor may elect to place sufficient acceptable securities with the City or in an escrow account, in lieu of the Engineer's retention of the funds. Earnings from such an escrow account shall accrue to the benefit of the Contractor. All procedures and documentation shall be as provided by State Law.

4. Preparation and Processing of Monthly Progress Payment Requests Each monthly progress payment shall be submitted on a copy of the form "Payment Application and

Certificate" (CP-14). It shall be prepared and certified by the Contractor and submitted to the Engineer, on or immediately following the last day of the month. It shall include the Contractor's itemization, prepared in a format approved by the Engineer and including the approved schedule of values. The "Payment Application and Certificate" (Form CP-14) shall be signed by an authorized representative of the Contractor.

Preparation of the request for progress payment should be preceded by consultation between the Contractor and the Engineer to determine acceptable percentages of completion for items in the Schedule of Values for which work has been performed. The extension of the total amount due per Schedule Item should agree with the percentage of completion. This may necessitate expressing the percentage figure to four decimal places.

Pursuant to Section 9-3.3 of the Specifications, requests for payments for materials on the site shall be accompanied by invoices, bills of sale, delivery tickets or other documentation that establishes the City's title and the value of materials for which payment is requested.

Requests for payment of Change Orders authorized by the City shall be accompanied by signed daily work orders for labor, equipment and materials if performed on a time and material basis. These are to be submitted on "Cost of Work Record" forms (CP-18).

The Engineer will review the request, check all mathematical entries, percentages and extension, and when satisfactory, will transmit the Form CP-14 to the Director of Public Works with recommendation for payment. Upon approval, the Engineer will submit, the progress payment request to the City's Finance Department for payment to the contractor. Payment will then be issued to the Contractor by the City, with retention of a portion of the funds by the City, as indicated above. If a retention securities escrow account has been established, the City will make 100% payment of the approved monthly progress payment.

Upon satisfactory completion of the Contract work, and official acceptance by the City, the retained amount will be paid to the Contractor by City, or the City will authorize the release of impounded securities to the Contractor, all subject to the provisions of Section 9-3.1 of the Specifications.

G.C. 14 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON

It is agreed by the parties to the Contract that time is of the essence; and that in the case all the work is not completed before or upon the expiration of the time limit set forth, damage will be sustained by the City and it is, therefore, agreed that the Contractor will pay to the City as damages the amount of the actual damage as determined, due to the failure to complete the work in the time agreed upon. In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the contract and which accrue during the period of such delay, except that the cost of final surveys and preparation of the final estimate shall not be included in such charges. The expenses and damages described above shall be deducted from any money due the Contractor under this contract; the Contractor and his sureties shall be liable for any such excess cost.

The Contractor shall not be deemed in breach of its contract and no forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contract, provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-6 of the Standard Specification for Public Works Construction "Greenbook" (latest edition). Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays caused by failure of the City or the owner of a utility to provide for removal or relocation of existing utility. Failure of the Contractor, its agent, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part or all of the work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond Contractor's control) shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be to seek an extension of time.

G.C. 15 FINAL ACCEPTANCE, RECORDING AND PAYMENT

Upon satisfactory completion of the contractor work or designated phase thereof, and receipt, by the City, of required releases and the "Contractor's Certificate of Release and Request for Final Payment" (CP-20), the acceptance process is as follows:

1. The Engineer recommends to the City Manager and the City Council that the contract work, or designated phase thereof, is substantially complete and ready for acceptance by the City.

2. The City Council adopts a resolution determining that the contract work, or designated phases thereof, is substantially complete and is accepted. The resolution directs the City Clerk to do the following:

   (a) Issue a "Notice of Substantial Completion" (Form CP-21) to the Contractor.

   (b) File with the County Recorder of the County of San Mateo a "Notice of Completion of Contract" (Form CP-22). Filing not to occur until after certification by the Engineer to the City Clerk that all required "punchlist" items have been satisfactorily remedied by the Contractor. On the date established in the "Notice of Completion" the Contractor's required one-year warranty period will commence, and the City will assume operational responsibility for the completed facilities.

3. Upon issuance of the "Notice of Substantial Completion" to the Contractor, the City will make final payment to the Contractor of the amount remaining after deducting all prior payments and deducting all amounts to be kept or retained by City under the provisions of the contract documents.

4. If all "punch list" items have been satisfactorily remedied, then within ten days of the City Council adoption of the resolution determining the contract work, or designated phase thereof, completed and accepted, the City Clerk will file with the County Recorder the "Notice of Completion of Contract." If a "punchlist" of remedial work remains to be performed by Contractor, then provisions of Section 2.b, above, shall govern as to the time of filing the "Notice of Completion of Contract."

5. A period of thirty-five (35) calendar days will elapse from the date of filing of the "Notice of Completion of Contract" with the County Recorder before the final payments of retained amounts will be made to the contractor.

6. If no stop notices are received by the City within the stated 35-day filing period, the City will issue final payment of retained amounts for the contract work, or designated phase thereof, to the contractor. If any stop notice is received by the City within the 35-day waiting period, it will be referred to the City's legal counsel and final payment of retained amounts will be deferred or adjusted in accordance with advice of legal counsel, until such stop notice matter has been satisfactorily resolved.

G.C. 16 RESOLUTION OF DISPUTES

The City of Belmont incorporates the provisions of Chapter 1414 of the State Public Contract Code (A.B. No. 4165) as part of its plan and specifications for the resolution of construction claims through arbitration. A summary of its provisions are included in the modification to the Standard Specifications which the Contractor is directed to read. The Contractor is also directed to review the entire Statute, Chapter 1414, Section 20207.4 and Section 20104 of the Public Contract Code.

The City's records setting forth the fair and reasonable cost of repairing, replacing, rebuilding or reasonable cost of repairing, replacing, rebuilding or restoring any damage or defects when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

G.C. 16.1 CONTRACT INTERPRETATION BY THE ENGINEER

Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Engineer. The Engineer will respond to the Contractor in writing with a decision.

G.C. 16.2 CLAIMS

G.C. 16.2.1 NOTICE

If the Contractor disagrees with the Engineer's decision in G.C.16.1, Contract Interpretation by the Engineer, or in any case, where the Contractor deems additional compensation or a time extension to the contract period is due him for work or materials not covered in the contract or which the Engineer has not recognized as extra work, the Contractor shall notify the Engineer, in writing, of his intention to make claim. Claims pertaining to decisions provided in G.C.16.1 shall be filed in writing to the Engineer within five (5) days of receipt of such decision. All other claims notices for extra work shall be filed in writing to the Engineer prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim." Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless provisions of G.C.7, Changes in the Work; G.C.8, Changes in Contract Prices;

and G.C.25, Termination of Contract by Contractor of these General Conditions, are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by him as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor should understand that timely notice of potential claim is of great importance to the City, and is not merely a formality. Such notice allows the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshall facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

G.C. 16.2.2 SUBMISSION OF CLAIM COSTS

Within thirty (30) days after the last cost of work for which the Contractor contends additional compensation is due, but if costs are incurred over a span of more than 30 days, then within fifteen (15) days after the thirtieth day and every month thereafter, the Contractor shall submit to the Engineer the costs incurred for the claimed matter. Claims shall be made in itemized detail satisfactory to the Engineer in content, detail and format of presentation. If the additional costs are in any respect not knowable with certainty, they shall be estimated. If the claim is found to be just, it shall be allowed and paid for as provided in G.C.7, Changes in the Work.

G.C. 16.2.3 CLAIM MEETINGS

From time to time the Engineer may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend, prepared to discuss outstanding claims, making available the personnel necessary for claim resolution, and providing documents reasonably requested by the Engineer.

G.C. 16.3 RESOLUTION OF CLAIMS

For all contracts awarded during the effective dates of Public Contract Code Section 20104, where claims cannot be resolved between the parties, claims for three hundred and seventy-five thousand ($375,000) or less shall be resolved pursuant to the provisions of that code section, which is summarized in G.C.16.3.1 and 16.3.4 are applicable; however, G.C.16.3.5, Civil Action for claims less than $375,000 is not applicable.

G.C. 16.3.1 CLAIMS LESS THAN $50,000

1. For claims of less than fifty thousand dollars ($50,000), the Engineer shall respond in writing to written claims within 45 days of receipt of the claim in G.C.16.2, Claims, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.

2. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of the City and the Contractor.

3. The Engineer's written response to the claim, as further documents, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

G.C. 16.3.2 CLAIMS GREATER THAN $50,000

1. For claims of over fifty thousand dollars ($50,000), the Engineer shall respond in writing to all written claims within 60 days of receipt of the claim in G.C.16.2, Claims, or may request, in writing, within 30 days of receipt of claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.
2. If additional information is thereafter required, it shall be requested and provided pursuant to this paragraph, upon mutual agreement of the City and the Contractor.
3. The Engineer's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

G.C. 16.3.3 CLAIM CONFERENCE

If the Contractor disputes the Engineer's written response, or if the Engineer fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the Engineer's response or within 15 days of the Engineer's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and conference within 30 days for settlement of the dispute.

G.C. 16.3.4 CLAIM FILING

If following the meet and conference described in G.C.16.3.3, Claim Conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to G.C.16.2, Claims, until the time the claim is denied, including any period of time utilized by the meet and conference.

G.C. 16.3.5 CIVIL ACTIONS FOR CLAIMS LESS THAN $375,000

The following procedures are established for all civil actions filed to resolve claims for less than three hundred seventy five thousand dollars ($375,000).

1. Within 60 days, but not earlier than 30 days, following the filing or responsive pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within

30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that Code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under the chapter, also pay the attorney's fees on appeal of the other party.

G.C. 16.3.6 UNRESOLVED ISSUES

Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City and the Contractor that are not resolved between the City and the Contractor and are not governed by Public Contract Code 20104 shall be decided by a court of competent jurisdiction. Arbitration shall not be used for resolution of these disputes. Should either party to this Agreement bring legal action against the other, the case shall be handled in the California County where the work is being performed.

G.C. 16.4 RECORDS OF DISPUTED WORK

In proceeding with a disputed portion of the work, the Contractor shall keep accurate records of its costs and shall make available, to the Engineer, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Engineer on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

G.C. 17 DOCUMENTS OF CONTRACTOR

Upon demand, the Contractor shall make available to the City all documents in its possession relevant to the work accomplished or to be accomplished or any demand or claim of the Contractor as to the City. This includes copies of documents sent by the Contractor to others relevant to the work. The Contractor shall further make available to the City conformed copies of all documents submitted to the sureties who executed indemnification made to such surety by others for such purpose. The Contractor shall maintain in its possession all documents to the work for three years after Notice of Completion.

G.C. 18 PROJECT SAFETY AND RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

The Contractor shall take all responsible precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work and all other persons and organizations who may be affected thereby.
2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor of any of its subcontractors or sub-subcontractors.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structure and utilities not designated for removal, relocation, or replacement in the course of construction.
4. Vehicular and pedestrian traffic on or near the project site. These requirements shall apply continuously and not be limited to normal working hours.

The Contractor shall give all notice and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Except where otherwise expressly required by applicable laws, the City may monitor the Contractor's compliance with any laws or regulations.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and uses of adjacent utilities.

Full compensation for the work involved in carrying out the safety precautions shall be considered as included in the various items of work and no additional payment will be made therefor.

In case of an emergency which threatens loss or injury to property or life, the Contractor shall act without previous instructions as the situation may warrant. The Contractor shall notify the Engineer immediately thereafter. Any compensation for emergency work claimed by the Contractor, together with substantiating documentation, shall be submitted to the City via the Engineer.

G.C. 19 LABOR CODE

A. Public Works. The services to be performed under this contract are for "public works" within the meaning of Labor Code Section 1720. The Contractor must comply with the requirements applicable to public works contractors as contained in Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720) and as set forth in this section. *This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.*

B. Hours of Labor. As required by Labor Code Section 1810 and 1813, the parties stipulate as follows. Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the City, $25 for each workman employed in the performance of the Contract by the Contractor or by any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight hours in any one day and 40 hours

in any one calendar week in violation of Labor Code Sections 1810 to 1815, except that work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay.

C. Prevailing Wage. Contractor must comply with the prevailing wage requirements of Labor Code Sections 1720 to 1780. D. Wage Rates.

1. In accordance with Labor Code Section 1773.2, the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract, a copy of which is hereby incorporated by reference. Copies of the prevailing rates of per diem wages are on file in City's office and are available to any interested party.

2. The Contractor must post a copy of the prevailing rate of per diem wages at each job site.

3. The term "per diem wages" is defined in Labor Code Section 1773.1. E. Failure to Pay Prevailing Wages.

1. In accordance with Labor Code Section 1775, the Contractor will forfeit as a penalty to the City an amount determined by the Labor Commissioner under Section 1775 for each calendar day or portion thereof for each workman paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code.

2. As required by Labor Code Section 1775, the parties stipulate that the contractor and subcontractors must comply with Section 1775, and in the event of non-compliance with payment of prevailing wages to workers, the contractor or subcontractor must pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate to each worker.

3. The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract. F. Payroll Records.

1. The Contractor and each subcontractor must comply with Labor Code Section 1776 and all requirements of contractors stated therein for the maintenance, inspection and certification of payroll records.

2. *The Contractor and each subcontractor must furnish electronic certified payroll records directly to the Labor Commissioner.*

3. The Contract and each subcontractor must furnish certified payroll records to the City with each progress payment request.

4. The Contractor and each subcontractor who fails to timely furnish payroll records or make the records available for inspection will forfeit to the City the penalty for noncompliance set forth in Labor Code Section 1776 for their respective failure.

G. Apprentices. This subsection applies to contracts for Public Works involving $30,000 or more.

1. The contractor and each subcontractor must comply with the requirements for employment and compensation of apprentices as set for in Labor Code Section 1777.5. The prime Contractor is responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

2. As required by Labor Code Section 1773.3, the City will send notice of the award of this Contract to the Division of Apprenticeship Standards within five days after award.

H. Discrimination. The contractor and each subcontractor must comply with the antidiscrimination requirements of Labor Code Section 1777.6. I. Worker's Compensation.

1. In accordance Labor Code Section 1860, the contractor and each subcontractor must secure the payment of workers' compensation for their employees as required by Labor Code Section 3700.

2. Before performing the work, the Contractor must sign and file with the City, the certification required by Labor Code Section 1861.

J. Excavation Plans. As required by Labor Code Section 6705, for all public works projects in excess of $25,000 that involve excavation or trenching to a depth of five feet or more, the Contractor must submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation or trenching. The plan must comply with the following provisions.

1. If the plan varies from the shoring system standards, the plan must be prepared by a registered civil or structural engineer.

2. A note must be included on the plan by the registered civil or structural engineer certifying that the plan complies with the CAL OSHA Construction Safety Orders or that the plan is not less effective than the shoring, bracing, sloping, or other provision of the Construction Safety Orders.

3. If the Engineer has investigated subsurface conditions in area where the work is to be performed, these investigations are identified in the Special Provisions and the records of the

investigations are available for inspection in the Public Works Department. The plan will not be accepted by the City if the plan is based on subsurface conditions which are more favorable than those revealed by the Engineer's investigations, or if the plan is based on soils related design criteria which is less restrictive than the criteria set forth in the Engineer's report of investigations or subsurface conditions.

4. The detailed plan must include surcharge loads for nearby embankments and structures for spoil banks and for construction equipment and other construction loadings. The plan must indicate for all trench conditions, the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

5. Nothing contained in this Section shall be construed to impose tort liability on the City or any of its employees or to relieve the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

K. Subcontractor Eligibility**.** Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.7.

G.C. 20 SUPERVISION BY CONTRACTOR

The Contractor will supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the work site at all times as required to perform adequate supervision and coordination of the work. The Contractor shall not change job supervisor without written approval of the Engineer. Full compensation for conforming to the requirements of this Section shall be considered included in the contract prices paid for the various items of work and no additional compensation shall be allowed therefore.

G.C. 21 ALTERNATIVE METHODS OF CONSTRUCTION

Whenever the Contract Documents provide more than one method of construction or more than one specified type of construction equipment may be used to perform portions of the work and the Contract Documents leave the selection of the method of construction or the type of equipment to be used up to the Contractor, it is understood that the City does not guarantee that every such method of construction or the type of equipment can be successfully used throughout

all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives on any project or equipment specified cannot be utilized, the Contractor shall be responsible for completing the work in a satisfactory and workmanlike manner to provide the intended service and full compensation for any additional cost involved shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefore.

G.C. 22 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance of the work. In any area visible to the public, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed weekly.

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

G.C. 23 INSURANCE HOLD HARMLESS

The Contractor shall, before the commencement of work herein specified, procure and maintain in full force and effect during the life of the contract, at its sole expense, insurance as described in Section 14 of the Construction Agreement.

G.C. 24 EQUAL EMPLOYMENT OPPORTUNITY

General: The Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status in the performance of this Contract and shall comply with the provisions of the California Fair Employment and Housing Act (commencing with Section 12900 of the Government Code), Federal Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

The Contractor shall require each of its subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.
Each bidder shall submit with the bid proposal a fully executed Certificate of NonDiscrimination by Contractors. Bids will not be considered unless accompanied by the completed Certificate.

A. Transactions of $10,000 and Less

1. Contracts and subcontracts not exceeding $10,000 are exempt from the requirements of this clause.
2. No Contractor or subcontractor shall procure supplied and/or services in less than usual quantities to avoid applicability of the Equal Opportunity Clause. With respect to

contracts and subcontracts for indefinite quantities, the Equal Opportunity Clause shall apply unless it is determined by the City that the amount to be ordered in any one year under such contract reasonably will be expected not to exceed $10,000.

B. Transactions in Excess of $10,000, but Less Than $50,000

1. Each prime contractor shall certify that it has in effect an affirmative action plan and agrees to comply with all state and federal laws and regulations concerning Fair Employment Practices.
2. The contractor shall maintain a written copy of its affirmative action plan and will furnish a copy to the City upon request by the City. The City reserves the right, during the life of this Contract, to require the contractor to complete an affirmative action compliance report furnished by the City setting definite goals and timetables and indicating progress in meeting the goals.

C. Transactions of $50,000 or More

1. Each prime contractor who has fifty or more employees and a contract of $50,000 or more shall develop and submit to the City within thirty days of award a written affirmative action compliance program including definite goals and timetables with proposed dates of compliance. The prime contractor shall make, as a condition of its subcontract, the same requirement of each subcontractor who has fifty or more employees and a subcontract of $50,000 or more. Each contractor shall include in its affirmative action compliance program a complete table of its employees' job classifications. This table must include, but need to be limited to, job titles, duties and rates of pay.
2. The contractor agrees to permit access to its records or employment advertisement, application forms and other pertinent data and records by the City or its designee and any state or federal agency having jurisdiction for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
3. The City shall have the right to assign an affirmative action representative to monitor the conduct of the contractor and subcontractors under this contract. The affirmative action representative shall have the right to enter the construction or manufacturing site to obtain information from persons performing work on the project, providing such inspection shall not in any way interfere with the progress of the work under contract.

G.C. 25 TERMINATION OF CONTRACT BY CONTRACTOR

The Contractor may terminate the contract upon ten (10) days calendar day's written notice to the City whenever (1) the entire work has been suspended in accordance with these provisions for sixty (60) consecutive calendar days through no fault or negligence of the Contractor, and notice to resume work or to terminate the contract has not been received from the City within this time period; or (2) the City should fail to pay the Contractor any substantial sums due it in accordance with the terms of the contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the City except for those claims specifically enumerated in these provisions and determined in accordance thereof.

SPECIAL PROVISIONS

CITY OF BELMONT
City Contract Number 2025-638
Belmont Village Bicycle Improvement Project

Unless otherwise noted, Section Numbers used in these Special Provisions refer to corresponding Sections in the State of California Department of Transportation 2018 Standard Specifications ("Caltrans Standard Specifications").

Where noted, certain other Section Numbers used in these Special Provisions refer to corresponding Sections in "The GREENBOOK" Standard Specifications for Public Works Construction, 2018 Edition.

If General Conditions conflict with these Special Provisions, these Special Provisions and Technical Specifications shall prevail.

Full compensation for actions taken by the Contractor in order to comply with public health orders or advisories issued by local, County, State, or Federal government agencies shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor The Health Orders can be accessed at the San Mateo County website at https://www.smchealth.org/coronavirus .

S.P. 2-6 WORK TO BE DONE

The Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the work shown on the plans and described in the specifications in a satisfactory and workmanlike manner, as more particularly described herein. The Contractor shall declare any extra work at the time and may proceed with this work only after engineer's change order has been approved in writing by the Director of Public Works.

See Technical Specifications for Bid Items General Requirements and Measurement and Payment.

WORK NOT PAID FOR SEPARATELY

Full compensation for the following work shall be considered as included in the contact prices paid for the various items of work and no separate payment will be made therefor:

- Jobsite maintenance
- Street sweeping
- Protecting existing facilities

- Project Appearance
- Protection and restoration of existing improvements

Jobsite Maintenance

The Contractor shall perform daily clean-up operations to keep the jobsite and adjacent properties free from accumulation of waste materials and debris resulting from the Contractor's operations. The Contractor shall deposit waste material in on-site containers or at a legal disposal area away from the site at the end of each working day.

Nothing herein shall be construed as relieving the Contractor of responsibility for final cleanup of the site as provided in Section 4-1.13, "Cleanup", of the Caltrans Standard Specifications.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the street right of way as required in the Caltrans Standard Specifications within 2 days of excavation. The depth of excavation shall be to such lines and grades required to reconstruct the street as shown on the plans or as directed by the Engineer.

The Contractor shall keep existing streets free from dirt and debris at all times. The Contractor shall be prepared to sweep surfaces immediately if deemed necessary by the Engineer for public safety and to avoid damage to properties. If streets are not satisfactorily cleaned within 12 hours from verbal notice by the Engineer, the City will issue s Stop Work Notice.

S.P. 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

The Contractor shall provide a schedule of work and temporary traffic control plan (TTC Plan) ten (10) calendar days prior to the pre-construction conference and receive approval from the Engineer before starting any work. The construction schedule shall detail sufficient information to be used to notify homeowners of expected work in their area and to permit the City to schedule inspection and testing. Work shall begin within (7) seven calendar days after the Notice to Proceed is issued by the City.

A pre-construction conference will be held at the Belmont Public Works Department, 1 Twin Pines Lane, Suite 385, Belmont, California. The contractor is directed to arrange for the following:

A. Attendance
    1. Contractor's Superintendent
    2. Major Subcontractors
    3. Others, as appropriate

B. Submittals:

1. Construction Schedule (Submit 10 calendar days in advance)
2. Temporary Traffic Control Plan (Submit 10 calendar days in advance)
3. General Notice to Residents
    a. Contractor's telephone number (including 24-hour emergency contact)
    b. Nature of work
    c. Expected duration
4. All material submittals and planned storage of equipment and materials.
5. EEO, IIPP, and Safety Policy

Prior to commencing work, the Contractor shall submit to the Engineer a copy of his construction schedule. The Contractor shall submit an updated (written) copy of the construction schedule to the Engineer on a weekly basis, during construction, subject to approval. Updates of the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a weekly basis.

The Contractor is required to obtain a Temporary Encroachment Permit from the Department of Public Works for any work or storage of material in the public right-of-way.

S.P. 6-2 PROSECUTION OF THE WORK

Working hours for this project shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday unless otherwise noted and except for designated legal holidays.

The designated legal holidays are:

New Year's Day (January 1)

Martin Luther King's Birthday (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Columbus Day (second Monday in October)

Veterans Day (November 11)

Thanksgiving Break (fourth Thursday and following Friday in November)

Christmas Day (December 25).

When a designated legal holiday falls on a Saturday, the preceding Friday shall be the designated legal holiday. When a designated legal holiday falls on a Sunday, the following Monday shall be the designated legal holiday.

S.P. 6-7 TIME OF COMPLETION

Total Contract time for all work is 20 working days. Punchlist items are included in Contract time.

S.P. 6-9 LIQUIDATED DAMAGES

In accordance with Public Contracts Code, Section 10226, it is agreed by the parties to the contract that for each day, including weekends and holiday's that completion of the work, including Punchlist items is delayed beyond the specified time will cause damage to the City of Belmont. The Contractor shall forfeit and pay to the City $4,500.00 per day for each working day in excess of the contract time.

Liquidated damages shall not apply for excusable delay, as defined in Section GC-01. However, the Contractor shall not be entitled to additional compensation as a result of the completion date being extended due to excusable delay.

S.P. 7-7 COOPERATION AND COLLATERAL WORK

The City reserves the right to perform other and additional work, by contract or otherwise, at or near the site (including materials sites) at any time by the use of other forces. Should work be underway or subsequently undertaken within or adjacent to this project, the Contractor shall cooperate with all other Contractors or other forces and conduct this work so that the operations of both suffer the least interference and delay. If there should be any disagreement between the Contractors or the Contractor and the City as to the manner and order of performing work, such disagreement will be resolved by the Engineer, and his/her determination shall be final.

If the contract gives notice of other work that may affect the work of this contract, the coordination of the work shall be taken into account by the Contractor, and any resulting costs shall be considered as included in the contract items.

S.P. 7-9 PROTECTION AND RESTORATION

The Contractor is responsible for replacing damaged improvements on private property and within the street right-of-way including, but not limited to, shrubs, lawns, irrigation lines, and sidewalks, except that fences within the street right-of-way or easements may be removed only if approved by the Engineer in order to perform the work and allow the property owner to salvage materials in advance. Every effort must be made by the contractor to work around existing improvements.

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

S.P. 7-10 PUBLIC CONVENIENCE AND SAFETY

Safety throughout the site is the Contractor's responsibility. The Contractor shall provide a safe working environment for employees and the public, meeting all standards of the State of California. All differences in grade greater than four (4) inches in any vehicular travel area shall be ramped with temporary asphalt/cutback until such time as final paving takes place. All differences greater than one (1) inch in grade in pedestrian areas shall be considered a "trip hazard" and shall be ramped with temporary AC or other acceptable means until such time as final restoration takes place. All excavations shall be covered during "non- working hours." All excavations in vehicular areas shall be covered with 3/4" thick steel plates (minimum). Excavations in pedestrian areas shall be covered with plywood and barricades. All steel plates and plywood shall have a non-skid surface. All barricades on the project site shall be equipped with lights (in working condition).

Construction Area Signs

The Contractor shall furnish, install, maintain and remove construction area signs when no longer required in accordance with the provisions in Section "Temporary Traffic Control" of the Caltrans Standard Specifications and these Special Provisions. The base material of construction area signs shall not be plywood.

The cost for construction area signs as provided herein shall be considered as included in the contract lump sum (LS) price paid for “Temporary Traffic Control and Construction Area Signs”.

Temporary Traffic Control

The Contractor shall notify the Engineer of his intent to begin work on each street at least five (5) days before work is begun on that street. The Contractor shall cooperate with local authorities relative to handling traffic through the area.

Notifications to the public shall be accomplished in the following manner:

1. General Notice, by mail, shall be sent to all residences along and adjacent to each street to be reconstructed 2 weeks in advance of commencement of work for that street. Such General Notice, by mail, shall be reviewed and approved by the Engineer prior to mailing. Contractor's emergency telephone number and contact individual shall be provided.

2. Contractor shall post “No Parking” signs along each street to be reconstructed at least forty-eight (48) hours in advance of commencement of work for that street; and shall arrange with the Police Department for removal of vehicles as required. “No Parking” signs may be posted without the approval of the Engineer. "No Parking" signs shall indicate the date, time (civilian hours), hours, and day of the week of the parking prohibition. The Contractor shall contact the Police Department to verify the posting of “No Parking” signs in advance.

Delays to the Contractor caused by the presence of parked vehicles will not be grounds for additional compensation or extension of time.

The minimum width of a temporary traffic lane shall be 10 feet, unless otherwise permitted by the Engineer. The full width of the traveled way shall be open for use by public traffic when

construction operations are not actively in progress. No parking will be permitted in the construction area. Personal vehicles of the Contractor's employees shall not be parked on the traveled way, including any section closed to public traffic.

Temporary Traffic Control Plans

The Contractor shall provide a temporary traffic control plan (TTC Plan) for each street ten (10) calendar days prior to pre- construction conference and receive approval from the Engineer prior to commencement of work. Each TTC Plan shall clearly show how the Contractor proposes to handle both vehicular and pedestrian traffic during construction for each street.

Each TTC Plan shall include details such as follows:

A. Work area and operations for which the traffic control is proposed.

B. Hours of the day and proposed dates that the plan will be in effect.

C. Salient dimensions and features of the existing roadways.

D. Location, width, direction and turning movements of traffic for proposed traffic revisions.

E. Type, location, reference distances, spacing, etc. for such items as signs, cones, barricades,

arrow boards and flagmen.

F. Conformance to the California Manual on Uniform Traffic Control Devices, Revision 5 (March 27, 2020).

G. Conformance to the order of work requirements in these Special Provisions.

H. Conformance to all the applicable traffic control requirements specified in these Special Provisions.

I. Any alterations to a TTC Plan, proposed lane closures, before or after initial implementation, shall be approved in advance by the Engineer.

J. Traffic shall be maintained by complying with the approved TTC Plan and alterations, if any.

Contractor shall notify Belmont Police Dispatch (650-595-7400) and Engineer's representative (510-760-8394) on a daily basis (as needed) at the beginning of each shift to inform them of **ANY** lane closure and at the end of each shift to inform them of the street opening to through traffic. Note: Contractor shall provide access for emergency vehicles at all times during his operations.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract lump sum (LS) price paid for "Temporary Traffic Control and Construction Area Signs" and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS – TECHNICAL

Belmont Village Bicycle Improvements (herein referred to as "the Project")

City of Belmont

City Contract No. 225-638

The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Person:

CIVIL



Andres Gonzalez 07/30/2025

Name

Registration 93910 Exp. 09/30/2026

Parametrix

Technical Provisions for this contract shall be in conformance with the State of California Department of Transportation (Caltrans) 2018 Edition Standard Specifications (herein referred to as the Standard Specifications), City of Belmont (herein referred to as Owner), Standard Drawings, these Special Provisions, and the Belmont Village Bicycle Improvements Plans (herein referred to as the Plans), and as amended and or superseded by the following:

Bidder shall note that the amendment and the following provisions are not all shown in the order or numbering system as shown in the Standard Specifications.

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SPECIAL PROVISIONS - TECHNICAL PROVISIONS

GENERAL

The work embraced herein shall be done in accordance with the State Standard Specifications ("Standard Specifications") and the State Standard Plans ("Standard Plans") dated 2018 issued by the State of California, Department of Transportation (Caltrans), 2014 California Manual on Uniform Traffic Control Devices (California MUTCD), Revision 7 (herein after referred to as CA MUTCD), the current version of the City of Belmont Standard Details and Detail Specifications, and these special provisions as shown on the Plans and directed by the City Engineer.

The Contractor is required to inspect the site of the proposed work in order to satisfy themselves, by personal examination, the location of the proposed work and the actual conditions of the proposed worksite. The Contractor is also required to have all sub-contractors personally inspect the site.

All work shall be done in conformance to the applicable provisions of the Standard Specifications except as modified herein. Payment for work, equipment and materials not specifically covered herein shall be included in the payment for related items of work. No additional payment will be made for work, equipment or materials not covered in these Technical Specifications, but necessary to insure a completed project as specified. Any plan or method of work suggested by the City representative to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, may be used at the risk and responsibility of the Contractor; and the City representative shall assume no responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plans or method of work.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

SCOPE OF WORK

Scope of Work to be performed consists of Contractor furnishing all materials, equipment, tools, labor, and incidentals necessary for the construction of the Project, complete in place in accordance with the Plans, Specifications, and Contract Documents, and subject to the terms and conditions of the Agreement.

Work to be performed includes but is not limited to, furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications, and Contract Documents for the reconstruction or repair of Owner's streets at various locations throughout the Project limits. See the Plans and Details for a more detailed description of the location of the various sites. Work includes:

Furnishing all labor, materials, tools, and equipment necessary for placement of hot mix asphalt (HMA) pavement materials for the installation of speed humps; setup and maintenance of traffic control systems; clearing debris from existing roadway and gutter pan; removal of traffic striping and markings, installation of new traffic striping and markings, removal and installation of signs, posts and foundation; and clean-up of the project area; and other related work as necessary to provide a complete project; all in accordance with the Standard Specifications, General Provisions, the Plans, and these Special Provisions.

EMERGENCY INFORMATION

Names, addresses, and telephone numbers of Contractor and Subcontractors shall be filed with Owner and the City's Police Department on the day of the Pre-Construction Meeting.

UTILITY COMPANY INFORMATION

Contractor shall lower and adjust facilities except for facilities owned by Southern California Edison. Contractor shall check for known and unknown utilities in advance with each utility company. Contractor shall be responsible for coordinating the timing for the lowering and adjusting facilities with the utility companies.

Contractor shall contact Aria Pogni at (707) 582-3302 (office) for coordination with AT&T.

Contractor shall contact Karl Lorenz at (415) 859-0539 (cell) for coordination with Comcast.

In the event that a City of Belmont Sanitary Sewer manhole is encountered within the Project area, Contractor shall notify Tim Murray at (650) 637-2932.

For utilities of Mid-Peninsula Water Divisions (MPWD), Contractor shall contact Michael Anderson at (650) 591-8941 a minimum of five (5) working days prior to the start of any work involving MPWD's facilities for coordination.

For both electrical and gas facilities of Pacific Gas and Electric (PG&E), Contractor shall contact Austin Ryu at (650) 287-6354 at least two (2) weeks prior to the commencement of work to schedule a PG&E Field Representative. No work is authorized without Field Representative present.

Underground Service Alert (USA)

Contractor shall notify Underground Service Alert (USA) three (3) business days in advance of any excavation by dialing (800) 227-2600 or 811 or online at **https://call811.com/**. All existing facilities in conflict with the proposed improvements shall be relocated by Contractor, or as directed by Owner Representative (herein referred to as Engineer).

All existing facilities in conflict with the proposed improvements shall be relocated by Contractor or as directed by Engineer.

It is not the intent of the Plans to show the exact locations of existing underground utilities or structures, and Owner assumes no responsibility, therefor. Whenever any such utilities are

indicated thereon, Contractor shall be responsible for verifying their actual location and depth in the field by potholing if necessary. Contractor shall be responsible for any damage to utilities shown on the Plans, located by Underground Service Alert, or as specified herein, as a result of their operations.

Contractor shall not be entitled to any right-of-way delays associated with the relocation or repair of utilities and other facilities. It shall be the responsibility of Contractor to cooperate fully with the owners of these utilities and other facilities for their relocation and repair work.

ORDER OF THE WORK

Contractor is responsible for coordinating with Engineer, Brian Nguyen, at (650) 637-2998.

Contractor shall commence work per Construction Schedule and Commencement of Work. Contractor shall begin work promptly, as stated in the General Provisions, and shall not suspend work or abandon the work site until the work is complete.

All tree root removals on a particular street must be performed and accepted by Owner Arborist prior to the construction of the roadwork.

All Portland cement concrete (PCC) repairs must be constructed and accepted by Owner prior to hot mix asphalt (HMA) resurfacing or full depth reclamation work.

Contractor shall coordinate with adjacent property owners/tenants in order to schedule demolition/construction activities in order to minimize impacts to residents and/or business operation.

Contractor shall allow utility owners access to the work and shall schedule around interference by utility owners performing concurrent work.

Contractor shall schedule the cold planing work such that the pavement leveling course (base course) can be completed immediately after milling and digouts are complete.

Overlayed roadways shall be paved back with the asphalt base/leveling course and surface course within five (5) days after milling (keycuts) and base repairs (digouts) have been completed.

Contractor shall coordinate with Owner’s trash pickup provider(s) for the trash pickup schedule.

Failure to complete such work within the time period and/or conditions stated shall be a reasonable basis for Engineer to stop all other items of construction until such work is completed.

REQUIREMENTS OF WORK

All work shall be coordinated with the Traffic Control and Maintenance Plan, Project Schedule, Contract Period, Submittals, and all other requirements of these Contract Documents.

All movements at intersections must be maintained. Contractor shall maintain a minimum of one lane, not less than ten (10) feet wide (twelve (12) feet wide on arterials and Caltrans), two way traffic control at all times. No lanes shall be closed prior to 8:00 a.m., and all lanes must be opened by 5:00 p.m.

A maximum noise level limit of eighty-six (86) decibels at a distance of fifty (50) feet will apply to all construction equipment on or related to the Project, regardless of owner. Use of excessively loud warning signals shall be avoided except in those cases required for protection of personnel. Use of generators or other mechanical devices is not permitted between the hours of 5:00 p.m. and 8:00 a.m. unless approved by Engineer.

Contractor shall coordinate, perform, and construct roadway work such that the restoration work on a street is completed prior to a weekend and/or Owner designated legal holiday so the street and pedestrian access are fully restored and available for public use.

Once started, Contractor shall continuously work on the Project until completion. Other than for inclement weather, work shall not be discontinued unless notification is provided to and approved by Owner at least seventy-two (72) hours in advance. Such notification of work suspension shall include the exact date when work shall be suspended and the date when work shall resume.

Failure to notify and obtain the approval of Owner of the work suspension will subject Contractor to a $400 per working day inspection charge for each day work is suspended without the required notification and approval.

No work suspension due to material and/or equipment issues will be allowed.

Non-Working Foreman or General Contractor (herein referred to as Contractor Representative) with qualifications for the scope of work shall be on site or available for any decision-making during the duration of construction. Contractor shall not assign unqualified field personnel to be Contractor Representative. Contractor Representative shall be on site, at all times and in coordination with Subcontractors. Contractor Representative and all working foremen and non-working foremen shall be required to attend the mandatory Pre-Construction Meeting.

Failure to have Contractor Representative on site for construction of any kind, including Subcontractor work, will result in liquidated damages of $1,000 per Subcontractor per shift.

Owner may at any time request a more experienced or qualified representative, foreman, and/or operator when work performance is not being met for a certain skill.

Contractor shall keep the work site clean, control dust and air pollution from construction operations, and provide sanitation for workers. Broken concrete and debris developed during demolition, clearing and grubbing shall be disposed of concurrently with its removal.

Weeds, trash, and debris shall be removed from the work site regularly and when directed by Engineer. All stickers, paint, and other forms of graffiti within the work limits shall be removed. Contractor shall submit method of removal to Engineer for approval prior to abatement.

Failure to clean worksite of all construction materials and debris at the end of each work day will result in liquidated damages of $200 per street, per day or part thereof.

Failure to complete sweeping as required or directed by Engineer will subject Contractor to liquidated damages of $250 per day per street.

ROADWAY PREPARATION

Work under this section consists of preparing the roadway prior to the resurfacing or reconstruction. Such work shall include controlling nuisance water, sweeping, watering, removal of all raised pavement markers, removing thermoplastic pavement markings, and removing loose and broken HMA and foreign material, including existing weed growth as specified in these Special Provisions and as required by Engineer. Water Pollution Control Plan (WPCP) is to be implemented prior to the start of work. Any roadway area that contains existing weed growth shall be treated with an Environmental Protection (E.P.A.) Owner-approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions. Alternative mechanical means of removal may be approved by the Engineer if Contractor can demonstrate equivalent removal and prevention of weed growth.

Contractor shall pothole for shallow utilities that may be in conflict with work. Contractor shall submit results to Owner at least two (2) weeks prior to the start of any excavation work to provide sufficient time to resolve any issue that may be encountered.

AIR POLLUTION CONTROL

Contractor shall take all necessary measures to avoid the dispersion of dust. Dust generated by traffic, Contractor's operations, or wind are all included in the definition of "dust." All activities shall be in compliance with Section 14-9, "Air Quality," of the Standard Specifications.

Full compensation for General shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore. Such payment will be considered full compensation for furnishing and maintaining all materials, labor, equipment, and all incidentals necessary to complete the work in accordance with Standard Specifications and these Special Provisions.

SECTION NO. 1 – MOBILIZATION AND DEMOBILIZATION

1.01 GENERAL

Mobilization shall conform to the provisions in Section 9-1.16(D), "Mobilization," of the Standard Specifications, and shall consists of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies incidental to the project site, for the establishment of all staging areas and other facilities necessary for work on the project and for all other work and operations which must be performed or for project costs incurred prior to beginning work on the various Contract items. Mobilization shall include obtaining insurance and bonds, obtaining, and paying for all permits by other agencies if applicable, furnishing temporary construction utilities, installing construction and other construction facilities all as required for the proper performance and completion of the work.

Mobilization shall also include project management as specified elsewhere in these specifications which includes the management of the project as required by the City including all submittals, correspondence, meetings, and coordination with the Contractor's sub-consultants.

The work of this bid item includes demobilization. Demobilization shall include final cleaning and restoration of the job site, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the City.

Demobilization shall include final cleaning and restoration of the job site, removal of all temporary facilities and equipment from the work area, disconnection of the temporary construction utilities and turnover of project to the City.

1.02 MEASUREMENT AND PAYMENT

Full compensation for completing the requirements of this section shall be considered as included in the lump sum price paid for **Bid Item 1 "Mobilization and Demobilization"**.

Partial payments for Mobilization shall not exceed the following:

(1) When 5 percent of the original contract amount is earned, 50 percent of the amount bid for Mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.

(2) When 10 percent of the original contract amount is earned, 75 percent of the amount bid for Mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.

(3) When 20 percent of the original contract amount is earned, 95 percent of the amount bid for Mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.

(4) When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.

(5) Upon completion of all work on the project, (including: punch list items, cleaning up and removal of all temporary facilities and equipment from the project site) payment of any amount bid for Mobilization in excess of 10 percent of the original contract amount will be paid.

SECTION NO. 2 – CONSTRUCTION PHASING AND TRAFFIC CONTROL

2.01 GENERAL

Construction Phasing Plan (CPP) - The Contractor is required to submit a Construction Phasing Plan and receive approval by the City Engineer prior to starting on-site activities, as described herein and in the Special Provisions.

Contractor shall provide traffic control within the work zone throughout the project as needed for the various traffic situations and street configurations in full conformance with the 2014 California Manual on Uniform Traffic Control Devices (California MUTCD), Revision 7 (herein after referred to as CA MUTCD). The CA MUTCD may be obtained online at https://dot.ca.gov/programs/safety-programs/camutcd.

2.02 SUBMITTALS

Construction Phasing Plan (CPP) - The Contractor is required to submit a Construction Phasing Plan and receive approval by the City Engineer prior to starting on-site activities. The Contractor's CPP shall take into consideration the roadway restrictions described below, roadway restrictions in the proposed and approved TCPs. The Contractor shall submit revised CPP(s) for any changes to the Construction Phasing Plan, including any change to the TCPs. The CPP shall be submitted within 10 working days following issuance of the Notice to Proceed (NTP), and at least 10 working days prior to the proposed start of on-site work, for review and approval by the City Engineer. The City of Belmont and Caltrans reserves the right to modify any portion of the plan.

Traffic Control Plans (TCPs) - The Contractor is required to submit Traffic Control Plans for each stage of construction and receive approval by the City Engineer prior to starting work on an upcoming stage. The Contractor shall provide a schedule of work and temporary traffic control plan (TTC Plan) ten (10) calendar days prior to the pre-construction conference and receive approval from the Engineer before starting any work. The construction schedule shall detail sufficient information to be used to notify homeowners of expected work in their area and to permit the City to schedule inspection and testing. The TCP shall include all locations, which involve all project improvements and shall indicate each stage of work, signage, flagger, detour routes, and any other pertinent information. The TCP shall be reviewed and approved by the City Engineer before the Contractor shall be allowed to begin work. Work shall begin within (7) seven calendar days after the Notice to Proceed is issued by the City. The City of Belmont and Caltrans reserves the right to modify any portion of the plan.

The TCP shall include a pedestrian detour plan to route pedestrian and bicycle traffic around the active work area affecting access. Signage must be installed to direct pedestrians to cross at adjacent intersections/crosswalks or on the same side of the street in high pedestrian traffic areas and indicate the portions of sidewalk that will be closed to pedestrian traffic, as directed by the City Engineer. Contractor shall maintain ADA compliant pedestrian access to adjacent businesses and residents during all phases of construction.

2.03 EXECUTION

Construction Phasing Plan (CPP)

The Construction Phasing Plan (CPP) as described in the Contract Documents, shall include sufficient detail to describe how the Contractor intends to phase the work over the course of the entire project. Details for each phase of construction shall be included in the CPP. Any change to the CPP shall be reviewed and approved by the City Engineer prior to implementation by the Contractor. The City of Belmont and Caltrans reserves the right to modify any portion of the plan. The Contractor shall not proceed with any on-site activities until the CPP is approved by the City Engineer, or unless otherwise directed by the City Engineer. At a minimum, the CPP shall include the following information:

- One of the Contractor's first on-site activities shall be to place portable changeable message sign (PCMS) boards in coordination with the City Engineer. A minimum of two PCMS boards shall be placed for each phase and/or subphase. All PCMS boards shall be in placed at least 5 working days prior to the start of the first construction phase. Refer to the "Traffic Control Plans (TCPs)" subsection below for more information.
- Proposed construction sequencing, including limits of work, type(s) of barriers to separate work areas from public areas, work hours, durations of each phase, and an overall project schedule showing how each phase is related to adjacent phases. Barriers that separate pedestrians from vehicle traffic lane(s) shall be water-filled with a minimum height of 30 inches, unless otherwise approved by the City Engineer.
- Layout of the work areas, including materials storage, parking for Contractor's vehicles, and ingress and egress to/from the work areas via nearby streets, which should account for sight lines for pedestrians, bicyclists, and motorists. These areas shall be sized as small as possible.
- Construction employees shall not occupy on-street public parking spaces. The Contractor shall provide off-street (on-site) parking accommodations for their employees. Contractor's employees shall find alternatives to driving alone to the site.
- Proposed pedestrian, bicycle, and motor vehicle access ways around the work areas for each construction phase, including pedestrian circulation routes, temporary curb ramps, crosswalks, and other pedestrian facilities; bicycle circulation routes and treatments around the construction areas; and quantity, width, and direction of traffic lanes.
- General detour plans, if applicable, for any condition that would be expected to affect traffic.
- Provide a minimum of 25 contiguous feet of unobstructed curb and sidewalk space per City block face on the street's designated waste pickup days to accommodate the City's need to pick up curbside waste bins/carts for residents and businesses

within the Project limits. Provide manual assistance to move and/or relocate waste bins/carts as necessary if construction operations affect accessibility of waste bins/carts.

- Locations of all driveways, doors, and gates that front the sidewalks and roadways within each of the project phases. Maintain continuous access to these access points to the maximum extent possible. Coordinate in advance with the City Engineer if temporary closure(s) of such access point(s) is necessary.
- Locations of temporary and/or relocated bus stops, if applicable.
- Locations of loading/staging areas for construction vehicles, which should be located inside the work area. Trucks cannot stage along adjacent frontages or other streets, in loading zones outside the site frontage, or double-park or block travel lanes. Trucking companies shall be made aware of staging in only the approved areas and turned away if there is no staging area available upon their arrival.

The Contractor should be aware that businesses within the project limits will remain open during the duration of construction and shall plan work accordingly.

In general, paving work shall be performed in phases so that traffic disruption is minimized. Final pavement markings shall be installed only after all paving activities are complete. The Contractor shall furnish and install temporary pavement markings, as described in Section 12-6 of the Standard Specifications, prior to opening each phase of work. The intent of this requirement is to have clean and fresh final pavement markings at the completion of the Project.

Portland Cement Concrete (PCC) pavement shall not experience any vehicular loading prior to meeting the requirements to open the pavement for traffic, as described in the Contract Documents, Section 40 “Concrete Pavement” of the Standard Specifications, and as directed by the City Engineer.

The Contractor may only work in one phase at a time. Refer to the Special Provisions for additional information/requirements on construction phasing. The Contractor will not be allowed to proceed to the next phase unless the work of the previous phase is accepted by the City Engineer. The Contractor shall provide a minimum of 10 working days advance notice to the City Engineer of the planned completion of each phase. Acceptance of the work of each phase by the City Engineer does not relieve the Contractor of their responsibility to provide temporary and/or permanent improvements suitable for use by the public in accordance with all applicable laws, regulations, codes, requirements, and standards of practice.

Traffic Control Plans (TCPs)

Extensive traffic signage, e.g., warning signs and detour signs, are required. Contractor shall be responsible for placing all barricades for perimeter street closures as required. Per Bid Item 2 Construction Area signs, the Contractor shall provide a 30" x 30" sign advising the public of the anticipated period of time that traffic delays may be anticipated at main entry and exit points of each work location. This sign will also include name and telephone number of

the Contractor along with starting and completion dates of the contract. Sign shall be erected 7 days in advance of any work.

If during construction activity, the closure of one lane of traffic is necessary, the contractor shall utilize all necessary construction zone signage, including changeable message signs, during the lane closure. **The Contractor shall assume for the purposes of bidding that two changeable message signs will be deployed concurrently beginning at least one week prior to the commencement of construction activity until project completion. Additional changeable message signs required by the City shall be included in the contract at the Contractor's expense.**

The Contractor shall be responsible for posting "No Parking" signs a minimum of four days in advance of concrete work, paving operations, earthwork operations, and/or planning work so as to comply with the City's construction notification requirement of 72 hours. Cones shall not be used as barricades. "No Parking" signs must be posted every twenty (20) feet The "No Parking" signs shall be updated, as necessary. The Contractor shall check and maintain (e.g., re-install missing signs, reposition displaced barricades, etc.) postings on a regular basis prior to start of work.

A minimum of one (paved) traffic lane, not less than 11 ft. wide, shall remain open for use by public traffic during construction operations. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic. The Contractor may be allowed to close residential streets if approved in writing in advance by the City Engineer. No work that interferes with public traffic shall be performed between 6:00 p.m. and 7:00 a.m.

> **No lane closures shall be permitted on the following Major Streets Monday through Friday between 7:00-9:00 AM and 4:00-6:00 PM and Saturdays between 10:00 AM – 2:00 PM, unless approved in advance by the City Engineer if it can be explained why such closure cannot be reasonably avoided.**

Major Streets:

- El Camino Real
- Ralston Avenue

If traffic is to be detoured over a centerline or detoured in advance of the work, detour plans must be submitted to and approved by the City Engineer prior to starting work. Police, Fire and Public Works Department and Caltrans shall be notified at least two days in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic. Intersection closure may only occur if the two adjacent intersections remain open, unless otherwise approved by the City Engineer. The Contractor shall coordinate their traffic control/diversion plan with City personnel two weeks prior to starting work to assure that traffic is diverted in a safe and convenient manner.

At the end of each day's work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway open for use by public traffic. No longitudinal joint shall be left during non-working hours.

Where existing road signs are in conflict with the proposed work, the Contractor shall relocate such signs to temporary or permanent locations as directed by the City Engineer, or their designee, herein after referred to as "City Engineer".

If it becomes necessary, in the opinion of the City Engineer, to properly move traffic through the construction area, flaggers shall be present to slow down and reroute traffic, in which case flaggers shall be on duty the entire period the roadway is constructed. Where flaggers are not visible to each other, additional flaggers shall be added as required by the City Engineer or the Contractor shall use radios.

Contractor shall take all necessary measures to obtain a normal flow of traffic to prevent accidents and to protect the work throughout the construction stages until completion of the work. The Contractor shall make the necessary arrangements to provide and maintain barriers, cones, guards, barricades, and construction warnings and regulatory signs. The Contractor shall take measures necessary to protect all other portions of the work during construction and until completion, providing and maintaining all necessary barriers, barricade lights, guards, temporary crossovers, and flaggers.

In addition to the foregoing traffic control and safety measures, the Contractor shall undertake immediately to implement any measures requested by the City Engineer, as they deem necessary to ensure the proper flow of traffic and the protection of the public and the safety of the workers. The Contractor shall maintain at all times the ability to respond to calls from the City of Belmont Police and Fire Departments during non-working hours to replace or provide additional traffic control or safety devices as shall be required by the Police Department.

Truck routes must be approved by the City Engineer prior to start of work.

Personal vehicles of the Contractor's employees shall not be parked within the area of work.

Notwithstanding the above, the City Engineer reserves the right to review and comment on each individual traffic control plan based on its own merits. Routine maintenance, inconvenience to construction method or schedule, or adverse impacts on cost of work will not generally be accepted as grounds for exceptions.

Start of work shall be no earlier than 8:00 a.m. No work process, including starting, warm up, and delivery of equipment, shall be done outside of work hours. The use of vehicle horns to alert residents to move their vehicles out of the construction zone is not permitted. The Contractor should attempt to locate vehicle owners by knocking on doors. If Contractor violates these provisions, a fine of $1,000 will be assessed for the first violation, $5,000 for the second and $10,000 for the third.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, and when construction operations are not actively in progress, unless specified otherwise.

Minor deviations from the requirements of this section concerning hours of work may be permitted upon the written request of the Contractor if in the opinion of the City Engineer, public traffic will be better served, and the work expedited. Such deviations shall not be adopted until the City Engineer provides written approval.

The traffic control system shall consist of closing traffic lanes in accordance with the CA MUTCD. Signs and other devices for the traffic control system shall conform to the CA MUTCD.

If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Lane closures may be made for work periods only. At the end of each work period, all components of the traffic control system shall be removed from the traveled way, shoulder, and auxiliary lanes. If the Contractor so elects, said components may be stored at selected central locations approved by the City Engineer within the limits of the public right-of-way.

Sufficient barricades and flashing lights shall also be placed to supplement all traffic signs used to divert and control traffic. Signs and barricades shall be checked periodically every day and replaced or repaired, as necessary. Any hazardous conditions shall be immediately eliminated.

> **If the project is left open overnight, it shall be graded in such a way that pedestrians and vehicles can safely pass through the project area. Temporary concrete, asphalt, or wood ramps shall be installed where feasible, as determined by the project engineer, or pedestrians and vehicles routed around the project area in accordance with the approved traffic control plan.**

No vehicular traffic shall be allowed on a tack coat.

Cleanliness is extremely important. Dust producing conditions shall be eliminated as soon as they are created.

Access and Egress

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. The Contractor shall endeavor to cooperate with all business owners and residents occupying properties fronting on the streets in the matter of access and egress.

> **Contractor shall maintain a clear and accessible pedestrian corridor around the work site to the extent feasible.**

An alternate circulation path shall be provided whenever the existing pedestrian access route

in the public right-of-way is blocked by construction, alteration, maintenance, or other temporary conditions. Where possible, the alternate circulation path shall parallel the disrupted pedestrian access route, on the same side of the street.

Residential Pedestrian Traffic Control (Type A)

Pedestrian corridor shall be a nominal width of 6 feet whenever feasible and shall conform to PROWAG guidelines. It shall not be less than 48-inches wide at single point of contact or obstruction. The Contractor shall work on one side of a street at a time to allow use of the opposing sidewalk by pedestrians during construction. Where approved by the City Engineer, the Contractor shall block a pedestrian corridor and post signs at each corner of a block where sidewalk work is being done with the following wording in 3-inch black letters on an orange background: "SIDEWALK CLOSED TO THROUGH TRAFFIC, USE OTHER SIDE".

All driveways shall be opened between 5:00 p.m. and 8:00 a.m. on weekdays and at all times on weekends and public holidays, except those that are freshly poured. All driveways which are freshly poured may be closed for one (1) calendar day and may require plating with cutback at plate edges or other means to comply with this requirement. Before restricting access to driveways, the Contractor shall notify the affected residents and/or businesses, in writing, at least seventy-two (72) hours in advance.

If during the course of the work, the City agrees that it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents and/or businesses, in writing, at least 10 working days in advance.

Where a business property has more than two vehicular paths of access, one path, 10 feet in width, shall remain open during all business hours, unless accepted by the City Engineer.

2.04 MEASUREMENT AND PAYMENT

The contract lump sum price paid for **Bid Item 2 "Construction Phasing and Traffic Control"** shall include full compensation for furnishing all labor (including preparation of the Construction Phasing Plan, Traffic Control Plans, and flaggers when necessary), materials (including barricades, changeable message signs, banners, door hangers and temporary traffic delineation), tools, equipment, and incidentals and for doing all the work complete in place for each phase of construction, including all work necessary to provide for the convenience & safety of the public and to facilitate the performance of the contract work as shown on the Plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

The Contractor shall be paid on pro rata basis for the work done per month, and said payment shall be for providing all labor, material, equipment, devices, supervision, and all incidentals as are needed to provide traffic control as specified herein, and as may be required to complete the work.

SECTION NO. 3 – TRAFFIC CONTROL CONSTRUCTION AREA SIGNS

3.01 GENERAL

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD), these Specifications, and as directed by the City Engineer.

3.02 SUBMITTALS

Contractor shall submit Construction Information Sign format and content to City for review. Construction Information Sign shall include the following:

1. Name of project
2. Name of 24/7 contact name and number for contractor
3. City contact name and number
4. Starting and completion dates of the contract.

3.03 EXECUTION

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least two working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts.

The Construction Information Sign will be erected 7 days in advance of any work.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Prequalified and Tested Signing and Delineation Materials" of these Specifications.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Engineer public traffic will be better served and

the work expedited. Such deviations shall not be adopted until the City Engineer has indicated their written approval. All other modifications shall be made by contract change order.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

3.04 MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for **Bid Item 2 "Construction Phasing and Traffic Control"** and no separate payment will be made therefor and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in construction area signs, complete in place, including placing, maintaining, removing and disposing of construction area signs, or any other equipment used to protect the public or designate construction areas, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

SECTION NO. 4 – SEDIMENT AND WATER POLLUTION CONTROL

4.01 GENERAL

The Contractor shall be responsible for implementing and managing these systems during the life of the project. The Water Pollution Control Plan (WPCP) shall conform to all applicable requirements in Section 13, "Water Pollution Control," of the Standard Specifications these Special Provisions, Section 30, Stormwater Pollution Control.

4.02 SUBMITTAL

The Contractor shall submit a **Water Pollution Control Program** (WPCP) to address the storm drain and various improvements to the City Engineer for approval. The WPCP shall conform to the San Mateo Countywide Water Pollution Program Construction Management Practices (BMPs) and the requirements of the City of Belmont and these Specifications, which can be found here: https://www.flowstobay.org/preventing-stormwater-pollution/with-new-redevelopment/construction-best-practices/

4.03 EXECUTION

Water pollution control work to be included in the WPCP shall include:

1. Cleaning of vehicles by removing loose soil from the exterior of the equipment using brushes or brooms before leaving the Site.
2. Sweep adjacent streets as required by City Engineer.
3. Installation of temporary inlet protection.
4. Installation of temporary construction entrance.
5. Use of concrete washout containment facility.
6. Covering of stockpiles.
7. Decontamination of construction equipment before leaving the premises.
8. Covering of soil loads taken offsite to prevent soil tracking.
9. Suspension of work upon wind gust in excess of 25 mph. At the discretion of the City Engineer, work can resume if the types of work being performed are not generating large amounts of dust.
10. Dewatering of excavations and disposal of water

Dewatering work shall include:

1. Keep all excavations, including drilled shaft foundations, reasonably free from water during construction.
2. Disposal of water shall not damage property or create a public nuisance.
3. Have on hand pump equipment and machinery in good working condition for emergencies and workmen available for its operation.
4. Dewatering systems shall operate continuously until foundations are poured or trenches are backfilled.
5. Groundwater shall be controlled to prevent softening of the bottom of excavations, or formation of "quick" conditions.
6. Dewatering systems shall not remove natural soils.
7. Control surface runoff to prevent entry or collection of water excavations.
8. Release of groundwater shall be controlled to prevent disturbance of the natural foundation soils or compact fill.
9. There shall be no discharge of turbid water on site.
10. Discharge or disposal of water shall be controlled to prevent erosion.

The Contractor shall not perform work that may cause water pollution until the WPCP has been approved by the City Engineer. The City Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State, and local laws, regulations, and requirements.

4.04 MEASUREMENT AND PAYMENT

The contract lump sum price paid to prepare **Bid Item 3 "Sediment and Water Pollution Control"** shall include full compensation for furnishing all labor, materials, tools, equipment, dewatering, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

Full compensation for implementation and maintenance of the sediment and water pollution control program shall be considered as included in the contract lump sum price paid for Water Pollution Control and no additional compensation will be allowed therefor.

SECTION NO. 5 – REMOVE PAVEMENT DELINEATION AND MARKERS

5.01 GENERAL

All existing pavement delineation and pavement markers, when no longer required for traffic lane delineation, shall be removed to the limits as shown on the plans or as directed by the Engineer, and properly disposed of. The pavement delineation and markers shall be maintained, as long as practical, until the removal is scheduled. Adequate lane markings and temporary traffic control shall be provided at all times.

Attention is directed to the Section 84-2, "Traffic Stripes and Pavement Markers," of the Standard Specifications and the section titled "Water Pollution Control," of these Special Provisions.

Nothing in these Special Provisions will relieve the Contractor's responsibilities as provided in the section titled, "Public Safety," of these Special Provisions.

5.02 MATERIALS

NOT APPLICABLE

5.03 EXECUTION

Existing thermoplastic traffic stripes, pavement markings and markers, and delineator posts, when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of outside the right of way in accordance with the provisions in Section 13─4.03E(8) of the *2018 Standard Specifications*, by industry standard grinding methods and must not be performed by using flame or heat methods.

Removal and disposal of yellow traffic stripes shall conform with the provisions of Section 14-11.2 of the *2018 Standard Specifications*.

REMOVAL OF DEBRIS

All debris generated from this activity shall be hauled off-site at the end of each work day.

LEAD COMPLIANCE PLAN

Yellow thermoplastic and yellow paint traffic stripe exist along the length of the project. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated. The existing pavement markings must be tested for lead content. If the evaluation indicated elevated levels of lead and chromium, residue from the removed markings must be treated as a hazardous waste, and must be handled and disposed of in accordance with the requirements outlined below.

Prepare and submit a Lead Compliance Plan in accordance with Section 7-1.02K (6) (j) (ii) of the Standard Specifications. Before submission to the Engineer, the Lead Compliance Plan must be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan must be submitted to the Engineer at least

7 days prior to beginning removal of yellow thermoplastic and yellow paint. Perform all removal work according to the Plan.

The removed yellow thermoplastic and yellow paint must be disposed of at a Class 1 disposal facility or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust.

- Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe, the removed residue, including dust, must be contained and collected immediately. Sweeping equipment must not be used. Collection must be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer.

Where pavement markings have been removed, asphalt tack coat shall be applied over the removal areas per **SECTION NO. 7 ASPHALT TACK COAT** provided in these technical specification.

5.04 MEASUREMENT AND PAYMENT

The contract lump sum price paid for **Bid Item 4 Remove Pavement Delineation and Markers** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved to remove the pavement delineation and application of tack coat as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

SECTION NO. 6 – REMOVE EXISTING SIGN AND POSTS

6.01 SCOPE OF WORK

This work includes removal of roadside signs (signing), and posts at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in the Standard Plans and Specifications and these special provisions.

6.02 MATERIALS

NOT APPLICABLE

6.03 EXECUTION

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer. The signs to be removed shall be salvaged and shall be returned to the City of Belmont. The existing signs to remain shall be protected during construction.

Existing roadside signs, at locations shown on the plans to be salvaged, shall be removed, salvaged and delivered to a City of Belmont Corporation Yard at 110 Sem Lane.

Existing sign posts to be removed in sidewalk areas shall be removed by cutting and grinding the posts flush with the grade of the sidewalk. Any holes or depressions shall be leveled with grout; vertical ledges or protrusions greater that 1/8” shall not be allowed.

Existing sign posts to be removed in all other areas shall be removed by cutting and grinding the posts down to the foundation. Any holes or depressions shall be leveled with grout; vertical ledges or protrusions greater that 1/8” shall not be allowed.

6.04 MEASUREMENT AND PAYMENT

The contract price paid per each unit identified in the bid schedule **Bid Item 5 “Remove Existing Sign and Post”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in removing existing signs as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

END OF TECHNICAL SPECIFICATIONS

SECTION NO. 7 – REMOVE ASPHALT CONCRETE

7.01 GENERAL

This work shall consist of removing existing asphalt concrete pavement and disposing of grinded material as shown on the project plans. "Remove Asphalt Concrete" includes the grind and removal of existing pavement and aggregate base for 2-inches identified in the plans.

7.02 MATERIALS

NOT APPLICABLE

7.03 EXECUTION

Sawcut and remove roadway base and surfacing as required for the roadway in accordance with Section 19, "Earthwork," of the State Standard Specifications and these Technical Specifications, as shown on the plans, and as directed by the Engineer. This bid item also includes removal of base rock as required for the improvements.

Temporary pavement markings shall be provided if section will be opened to traffic. Refer to Traffic Striping section of these Specifications for pavement striping and marking. Refer to Section 10-2.04, Traffic Control, of the Special Provisions for additional information.

Unless otherwise specified in the Special Provisions all material removed shall be considered the property of the Contractor and shall be disposed of by the Contractor.

7.04 MEASUREMENT AND PAYMENT

The contract per square foot price paid for **Bid Item 6** "**Remove Asphalt Concrete - Depth of 2"** shall be considered full compensation for sawcutting, asphalt concrete removal, and disposing of all material, temporary pavement markings, sweeping and for furnishing all labor, materials, equipment, and incidentals to accomplish the work as specified herein and no additional compensation will be allowed.

END OF SECTION

SECTION NO. 8 – HOT MIX ASPHALT (SPEED CUSHIONS)

8.01 SCOPE OF WORK

This work includes producing and placing hot mix asphalt (HMA) Type A

The contractor shall place hot mix asphalt (HMA) Type A with the thickness shown on the plans.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with Engineer.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

8.02 HOT MIX ASPHALT

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.

The aggregate for HMA Type A must comply with the 3/8” gradation for leveling course, 1/2” gradation for the final lift and 3/4” gradation for the lower lifts and base repair areas as shown on the plans.

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, ‘Asphaltic Emulsions’, of the Standard Specifications.

Crack Seal shall be per Section 10.16 of these specifications.

8.03 EXECUTION

SURFACE PREPARATION

This work consists of preparing the existing street surface prior to the commencement of paving. Such work shall include compacting and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

SAMPLING

The Owner’s Engineer will have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The Owner reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Owner shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. The contractor shall facilitate the sampling process.

VERTICAL JOINTS

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public traffic. Place W8-11 "UNEVEN LANES" signs adjacent to the traveled way's outside edge. Place the first W8-11 sign where the vertical joint begins in the direction of travel on that lane. Place the W8-11 signs at 1,000-foot maximum intervals and at ramps and public roads entering the traffic lane.

TRANSPORTATION AND PLACEMENT

The asphalt concrete shall be delivered in a thoroughly blended condition and shall be spread by an asphalt paving machine in such a manner as to avoid segregation during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Owner's Engineer. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees Fahrenheit.

8.04 EQUIPMENT

PAVING MACHINE

Asphalt pavers shall be mechanical spreading and finishing equipment, provided with a screed or strike off assembly capable of distributing the material to not less than eight (8) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operations.

COMPACTION ROLLERS

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum and have adjustable amplitude settings.

HAND EQUIPMENT

Sufficient vibraplates and hand tampers shall be provided to assure their immediate availability when placing asphalt concrete around planters, inside corners, or irregular areas. Torches for heating cold joints or making repairs shall be available during every paving operation. Lack of such hand equipment shall be cause to prevent paving from starting or continuing.

TACK COAT

The work to be performed shall comply with **Section No. 9 Asphalt Tack Coat** within these specifications.

8.05 WORKMANSHIP

FINISHED SURFACE

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks.

Any ridges, indentations, or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued.

The Contractor shall provide sufficient manpower and manual compacting equipment to perform all handwork compaction in unison with the initial compaction rolling. If the handwork compaction begins to lag for whatever reason, the Contractor shall cease paving operations until the handwork compaction is caught up with the rest of the paving operation.

Areas of hand work at joints and miscellaneous structures shall match the smooth surface texture of all other areas of the new pavement. Any areas which have a rough surface texture shall be reworked with heat and asphalt concrete fines shall be placed. Coarse aggregate removed during raking shall not be returned to the finished mat surface. Such coarse aggregate may be returned to the hopper of the paving machine or spread immediately in front of the paver. Cold coarse aggregate shall not be reused, but discarded.

Finished areas of asphalt concrete adjacent to concrete drainage facilities shall be placed in such a manner that the finished surface is no greater than 1/4 inch higher than the facility and no lower than flush with the facility.

COLD JOINTS

The contractor shall heat by torch or other acceptable methods paving joints which do not receive an adjacent pass within 3 hours of placement. If the cold joint goes unpaved against overnight, the contractor shall heat the joint and place tack coat prior to placing the adjacent pass. Longitudinal pavement joints shall be on, or as close as possible to, the lane lines.

UNSTABLE SUBGRADE

The excavation and removal of additional unsuitable materials beyond the depths of excavations as shown on the Plans and additional backfill, if required by the Engineer, shall be in accordance with the Provisions in Section 19-1.03B, “Unsuitable Material,” of the State Standard Specifications.

8.06 MEASUREMENT AND PAYMENT

The contract per ton price paid for **Bid Item 7 “Hot Mix Asphalt (Type A) – Speed Cushions”** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved for placing hot mix asphalt and asphalt tack coat, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

SECTION NO. 9 – ASPHALT TACK COAT

9.01 GENERAL

The work to be performed shall consist of furnishing and applying tack coat in conjunction with hot mix asphalt overlays and other hot mix asphalt paving work.

All such work shall conform to Section 94, "Asphaltic Emulsions", and Section 92, "Asphalts", of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

9.02 MATERIALS

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, "Asphaltic Emulsions", or PG 64-16 asphalt binder conforming to Section 92, "Asphalts", of the Standard Specifications.

9.03 APPLICATION

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the hot mix asphalt as permitted by the Engineer. Preparation of the surface shall be performed as described in these Special Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the hot mix asphalt, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces shall be protected against discoloration from the asphalt. Residue of the material shall be removed from curb faces by sandblasting to the extent required by the Engineer.

Tack coat shall be applied as specified in Subsections 39-1.09 of the Standard Specifications and these Special Provisions.

The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Further, tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade, unless approved otherwise by the Engineer.

Tack coat shall be applied to all vertical edges to be paved against including curb faces and gutter lips. In addition, all horizontal surfaces to be paved on shall be tack coated. These include, but are not limited to, existing and cold planed surfaces, and leveling, base, and intermediate courses. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

9.04 MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for work involved in **Bid Item 7 "Hot Mix Asphalt (Type A)**

– Speed Cushions" and no separate payment will be made therefor and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

END OF SECTION

SECTION NO. 10 – SLURRY SEAL TYPE II

10.01 GENERAL

The work shall comply with Section 37-3.01 GENERAL and 37-3.02 SLURRY SEALS of the Standard Specifications and these specifications.

10.02 GENERAL

The aggregate shall conform to the requirements of Type II in 37-3.01B(2) and be black rock pending submittal approval from the Engineer and a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used.

Asphaltic emulsion for slurry seal must be polymer modified asphaltic emulsion PMCQS1h and shall comply with the requirements of Section 37-3.02B(3).

Wet Track abrasion shall be 50 g/ft.^{2} (538 g/m^2) maximum when tested under ISSA Technical Bulletin No. 100.

10.03 CONSTRUCTION

Raised pavement markers, thermoplastic striping and thermoplastic legends shall be removed prior to application and replaced with new once the application is completed.

The Contractor shall maintain equipment to clean the pavement of debris immediately prior to application of slurry. Such equipment shall as a minimum consist of a backpack type blower, brooms and shovels. At any time up to immediately prior to placement of the slurry, the Contractor shall stop application of the slurry seal and remove any debris which has fallen on the roadway to be sealed. Such items may include, but not be limited to paper, plastic, leaves, twigs, branches, etc. Failure to properly clean the pavement of debris as required will immediately terminate further slurry seal placement that day. Continuing work the next day is dependent on the Contractor demonstrating the availability of the equipment and manpower to keep the pavement clean.

Only place slurry seal if both the pavement and air temperatures are at least 60°F and rising. Do not place slurry seal or micro-surfacing if either the pavement or air temperature is below 60°F and falling. The expected high temperature must be at least 65°F within 24 hours after placement.

No adhesive material shall be permitted to cover, seal, or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same workday.

The Contractor shall inspect the roadways to be sealed and determine if overhanging branches will be disturbed by the slurry seal trucks. Any such branches shall be pruned by the Contractor at his expense prior to initiation of slurry seal placement. Prior to pruning any

branches over 2 inches in diameter, the Contractor shall obtain approval from the Engineer. Forty-eight hours' notice shall be provided for Engineer review and comment.

When placing multiple layers of slurry seal (excluding wheel path depressions), the second layer shall not be placed until the following day or later.

The Contractor shall apply the slurry using a minimum of three continuous mixers of 12 cubic yard or greater capacity, one mixer to be applying slurry, while the other two machines are in transit to and from the batch site. The Contractor shall provide a coordinator, at least one competent quickset mixing man, one driver for the mixer applying the slurry, and two shuttle drivers for the machine en route to reload. The Contractor shall also provide sufficient laborers for any handwork and cleanup required to ensure proper progress of work.

The slurry seal retention time in the pug mill shall be less than three seconds. No retention of mixed slurry seal shall be allowed within the pug mill by gate shut-off or other mechanical means. Transit mix trucks shall not be used.

The applied slurry seal shall be rolled with a minimum of three passes with a pneumatic roller prior to opening to traffic. The Contractor shall provide a minimum of 2 pneumatic rollers with separate operators. Pneumatic rollers with shall be a minimum of 6 tons and a maximum of 12 tons. The roller must be onsite prior to beginning work. Pneumatic rolling shall occur within 1 hour after placement and prior to opening to traffic.

Protection and maintenance of the street surface to the condition required for proper slurry application shall be the sole responsibility of the Contractor and no additional expense will be allowed. The Contractor shall, at the direction of the City Inspector and Street Maintenance Superintendent, repair and reseal all areas of the streets which have not been sealed properly and completely or have been damaged by traffic.

A minimum of five post slurry seal street sweepings shall be made at 3 calendar days, 7 calendar days, 14 calendar days, 21 calendar days and 30 calendar days after placement of the slurry seal using power vacuum-type sweeping equipment. Areas where the slurry seal fails to adhere or experiences excessive aggregate loss shall be resealed at the Contractor's expense.

10.04 QUALITY CONTROL

The Engineer shall be notified 24 hours in advance of scheduled delivery of aggregate and emulsion. The Contractor shall provide delivery tickets to the Engineer on the same day as delivery. A certificate of compliance for the emulsion shall accompany each delivery of emulsion. Excess aggregate or emulsion returned to the source or to other projects shall be scaled at a commercial scale within 25 miles of the job site on the same day as the material is removed from the jobsite. The scale tickets shall be provided to the Engineer at the end of the day that the return material was removed from the site.

The Contractor shall facilitate sampling of aggregates and emulsion. The sampling shall occur as soon after delivery as practical. The Contractor shall sample the aggregate at the rate of one per 100 tons. The Engineer will provide random sampling milestones to the

Contractor. The Contractor shall sample and split the sample in the presence of the Engineer. The Engineer will provide a splitter, sample bags and sample identification tags.

Each truck of emulsion delivered to the project shall be sampled by the Contractor. The Contractor shall provide the Engineer with a 2-quart sample in a plastic container. The Contractor shall provide the containers. The samples shall be labeled with a label provided by the Engineer. All required information shall be provided. Samples shall be provided to the Engineer on a daily basis including a copy of the delivery ticket with weight and Certificates of Compliance for the load delivered.

The Contractor shall maintain all aggregate belt counters in operating order at all times. If the counter should become inoperable, it shall be taken immediately out of service.

10.05 GENERAL

The contract per square yard price paid for **Bid Item 8 "Install Slurry Seal Type II"** shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, and incidentals and for doing all the work involved in applying slurry seal complete in place, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer as may be required to complete the work.

END OF SECTION

SECTION NO. 11 – REMOVABLE BOLLARD

11.01 SCOPE OF WORK

The work consists of installing Removable Bollards at the locations specified in the plans.

Attention is directed to Section 81, "Miscellaneous Traffic Control Devices" of the Standard Plans.

11.02 MATERIALS

Submittals – Technical and product data, performance reports, certificates of compliance and installation instructions for proposed materials and products, requested by the Engineer.

11.03 GENERAL

The contract unit price paid per each of **Bid Item 9 "Removable Bollard"** shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals and for doing all the work involved in supplying and installing the removable bollards as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefore.

END OF SECTION

SECTION NO. 12 – PAVEMENT STRIPING AND PAVEMENT MARKINGS

12.01 GENERAL

Specifications for providing traffic striping, control markings and painting red curb on pavement as indicated. All work shall conform to the Section 84 "Markings" of the Standard Specifications.

12.02 SUBMITTALS

Contractor shall submit shop drawings and diagrams, indicating stripe width of roadway divider stripes, style, and size of letters for pavement marking designation, configuration and dimensions of arrows and any other traffic control markings on pavement.

Contractor shall submit evidence or affidavit which certifies that paint to be used complies with latest CARB/VOC regulations.

A certificate of compliance shall be provided by the Contractor to the City that all materials used for pavement marking and legends conform to the Standard Specifications.

12.03 MATERIALS

Traffic stripes and pavement markings shall be installed per Section 84 of the Standard Specifications and these Specifications.

All striping and pavement markings shall be Thermoplastic.

Thermoplastic must comply and conform to either State Specifications PTH-02HYDRO OR PTH-02ALKYD. Sprayable Thermoplastic must comply with State Specification PTH-02SPRAY.

Green Thermoplastic Markings may be, at the contractor's discretion, preformed panels manufactured by Ennis-Flint (PreMark Bike Lane Green) or approved equal.

Type 2 glass beads must comply with AASHTO M247.

Curb paint materials shall comply with Section 84-2.02G of the Standard Specifications.

12.04 EXECUTION

All traffic striping, pavement markings (legend), and pavement markers removed prior to excavation or grinding shall be replaced except as modified in the Plans or as directed by the City Engineer. Prior to replacement, the Contractor shall layout all striping patterns and marking locations by cat tracking or other suitable means for review and approval by the City Engineer. Any striping and/or markings installed by the Contractor that the City Engineer has not pre-approved, and that the City Engineer determines are installed improperly or in the wrong location, shall be removed and replaced to the satisfaction of the City Engineer at the Contractor's sole expense.

Surfaces which are to receive markings shall be thoroughly cleaned, free from loose materials and dry. Such areas shall be prepared by the Contractor to the satisfaction of the City Engineer.

Any damage to existing or newly placed traffic striping due to the failure of the Contractor to protect the work, and correction of errors, shall be repaired by the Contractor at no additional cost.

All new traffic stripes and pavement markings shall meet the following requirements for applications with enhanced wet night visibility:

The finished surface shall be cat-tracked within 24 hours of completion of paving work. Final striping shall be applied within one week of completion of paving work.

Nothing in these Specifications shall relieve the Contractor from their responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Paint for curbs shall comply with Section 84-2.04B(6) "Paint" of the Standard Specifications.

Construction

Construct recesses to 3/8-inch depth in a single pass. Allow wet ground recesses to dry a minimum of 24 hours and keep recesses free from debris.

Apply primer or surface preparation adhesive at a minimum rate of 1 gallon per 300 square feet.

Use a ribbon extrusion or screed type applicator to apply a thermoplastic traffic stripe.

Apply an extruded thermoplastic traffic stripe at a rate of at least 0.36 pounds per foot of 6-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.060 inch thick.

Apply an extruded thermoplastic pavement marking at between 0.100 to 0.150-inch thick.

Apply Type 2 glass beads to the surface of the molten thermoplastic at a rate of at least 8 pounds per 100 square feet of stripe or marking.

Application of curb paint shall consist of two separate coats of traffic paint of the appropriate color to the face and top of the curb. Use mechanical wire brushing to remove dirt, contaminants, and loose material from the surface that is to receive curb paint.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete that is to receive curb paint.

Quality Control and Assurance

Within 14 days of applying a thermoplastic traffic stripe or pavement marking, the retroreflectivity must conform to State Standard Specification Section 84-2.01D(2)

12.05 MEASUREMENT AND PAYMENT

The contract price paid per square foot for **Bid Item 10 "Install Pavement Marking - Thermoplastic White"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of pavement markings as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer. The payment quantity for a pavement marking is the area covering it.

The contract price paid per square foot for **Bid Item 11 "Install Pavement Marking - Thermoplastic Green"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of green thermoplastic bike markings as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer. The payment quantity for a pavement marking is the area covering it.

The contract price paid per lineal foot for **Bid Item 12 "Install Pavement Striping – Thermoplastic White"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of thermoplastic striping as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer. The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

The contract price paid per lineal foot for **Bid Item 13 "Install Pavement Striping – Thermoplastic Yellow"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of thermoplastic striping as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer. The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe. A double sprayable thermoplastic traffic stripe consisting of two 6-inch-wide or 8-inch-wide stripes are measured as a single traffic stripe.

The contract price paid per lineal foot for **Bid Item 14 "Install Red Curb Paint"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of thermoplastic striping as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

The contract price paid per lineal foot for **Bid Item 15 "Install Yellow Curb Paint"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing the surface and installation of thermoplastic striping as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

END OF SECTION

SIGNS AND DELINEATOR POSTS

12.06 GENERAL

Roadside signs shall be furnished and installed on new foundations at the locations shown on the plans or where designated by the City Engineer and in conformance with the provisions in the Standard Plans and Specifications and these special provisions.

12.07 SUBMITTAL

Contractor shall provide submittal for each Respective manufacturer's product data for manufactured products.

12.08 MATERIALS

Signs

All signs and plaques shall conform to CA-MUTCD standards. All signs and plaques shall be Federally specified .080 gauge, 5052 aluminum. Unless specified otherwise, sign shall be 3M™ DG3 diamond grade cubed or equivalent prismatic sheeting, with anti-graffiti overlay. All sign assemblies shall use provided anti-vandal fasteners and tools to mount components to sign and sign to fixture.

Sign Posts

Roadside sign posts shall be one of the following or approved equal:

Western Highway Products:

10680 Fern Ave.
Stanton, CA 90680
(800)479-3793
Model: Ulti-Mate Sign Support System

Zumar Industries, Inc.:

9719 Santa Fe Springs Road
Santa Fe Springs, CA 90670
(800)654-7446 www.zumar.com
Model: Perforated Square Steel Sign Posts

Tapco:

5100 W. Brown Deer Road
Brown Deer, WI 53223
(800)236-0112 www.tapco.com
Model: Galvanized Square Post

Posts for roadside signs shall conform to Standard Plan RS1. Posts shall have a bolt installed at the base of the post, as recommended by the manufacturer, and as directed by the City

Engineer. Posts shall be 12-gage galvanized steel 2.25-inch square tube with perforations, weighing 2.09 pounds per linear foot.

12.09 EXECUTION

Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the City Engineer.

Signs and mounting shall be installed at the locations shown on the plans, or where directed by the City Engineer and shall conform to the provisions in Section 56-4, "Roadside Signs," of the Standard Specifications and these Special Provisions. Existing and new signs to be mounted to existing or new posts shall be done in accordance with applicable Caltrans standards.

12.10 MEASUREMENT AND PAYMENT

The contract unit price paid to **Bid Item 16 "Install New Sign on Existing Post"** shall be paid per each and shall include full compensation for furnishing the sign on an existing post, all labor, materials, tools, equipment, incidentals, for installation of new signs as shown in the plans.

The contract unit price paid to **Bid Item 17 "Install New Sign"** shall be paid per each and shall include full compensation for furnishing the sign , all labor, materials, tools, equipment, incidentals for doing all the work involved in installing sign posts and foundation as shown in the plans.

The contract unit price paid to **Bid Item 18 "Install New Post and Foundation"** shall be paid per each and shall include full compensation for furnishing the sign and sign post, all labor, materials, tools, equipment, incidentals for doing all the work involved in installing sign posts and foundation as shown in the plans.

END OF SECTION

SECTION NO. 13 – FINAL INSPECTION AND PUNCHLIST

13.01 SCOPE OF WORK

When the work has been completed, Engineer will make the final inspection and final project walk-through with Contractor. Engineer will create a punch list of deficient items that need to be corrected by Contractor. Engineer reserves the right to add items to the Project's punch list as deemed necessary. All punch list items shall be completed within five (5) working days of notice to Contractor. Punch list items shall be accounted for in the Project construction schedule within the Project working days. Contractor shall not be granted additional working days for the completion of the punch list items.

13.02 MATERIALS

NOT APPLICABLE

13.03 EXECUTION

NOT APPLICABLE

13.04 MEASUREMENT AND PAYMENT

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

END OF SECTION

STAFF REPORT

Meeting Date:	September 9, 2025
Agency:	City of Belmont
Staff Contact:	Nisha Patel, Public Works Dept., (650) 595-7459, npatel@belmont.gov Alberto Espinoza, Public Works Dept., (650) 595-7465, aespinoza@belmont.gov
Agenda Title:	Review Solid Waste Rate Application and Revise Maximum Rates for Collection Services for 2026
Agenda Action:	Resolution

Recommendation

Adopt a resolution stating the City of Belmont's intent to revise the maximum rates that may be charged for solid waste, recyclable materials, and organic materials collection services effective January 1, 2026, and set a Public Hearing date for November 25, 2025.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

On August 28, 2018, the Council authorized the City Manager to finalize and execute an Amended and Restated Franchise Agreement (Agreement) with Recology of San Mateo County (Recology) for recyclable materials, organic materials, and solid waste collection from January 1, 2021 to December 31, 2035. The Agreement provides for an annual review of the maximum rates that Recology may charge Belmont residential and commercial customers for regular and unscheduled services. Each year, Recology proposes, City staff analyzes, and the City Council adopts solid waste rates that do not exceed Recology's maximum rates.

On July 31, 2025, Recology provided the City their 2026 rate application and detailed worksheet outlining their calculation of the maximum rates. Also in July, as part of the City's review process, the City retained the services of HDR, Inc. (HDR) to confirm that the rates proposed by Recology were calculated in accordance with the Agreement and associated amendments. HDR and City staff have reviewed and confirmed that the rate adjustment application and the accompanying maximum rate schedules submitted by Recology seeking an 1.45% increase in 2026 over 2025 rates meets the terms of the Agreement.

This report is the first step in the City's process to approve the maximum rates that may be charged for solid waste, recyclable materials, and organic materials collection services. In November, the City will hold a public hearing following the procedures of Proposition 218 to adopt the calendar year 2026 solid waste rates.

Analysis

Recology is proposing total contractor compensation of $10,082,879 for 2026. The percentage change between the 2026 total target revenue of $10,082,879 and the 2025 target revenue of $9,938,659 results in the adjustment multiplier rate of 1.45%, which is consistent with methodology of the Agreement. The adjustment multiplier rate of 1.45% is the proposed 2026 rate increase to the residential and commercial carts and bins and it accounts for CPI cost increases such as labor costs, fuel, general expenses, SB 1383 program implementation, depreciation, interests, incentives and disincentives, direct costs components, and agency payments.

Table 1 is a summary of the changes in total target revenue from 2025 to 2026.

Table 1
Summary of Changes in Total Target Revenue from 2025 to 2026

Cost Component	2025 Target Revenue	2026 Target Revenue	$ Difference	% Difference
Base Contractor Compensation				
Direct Labor Related	$2,455,457	$2,510,958	$55,502	2.26%
Direct Fuel Costs	322,119	290,254	(31,865)	-9.89%
General Expense Direct & Indirect	1,446,287	1,464,651	18,364	1.27%
Depreciation	281,317	281,317	0	0.00%
Profit	472,919	477,328	4,409	0.93%
Interest	73,679	73,679	0	0.00%
Total Base Compensation	**$5,051,777**	**$5,098,188**	**$46,410**	**0.92%**
Performance (Inc.) / Dis.	**(4,487)**	**(5,776)**	**(1,289)**	**28.73%**
Total Pass-Through Costs				
Disposal Projected Cost (i)	$2,434,527	$2,455,449	$20,922	0.86%
Disposal Actual Prior Year Cost (ii)	2,114,505	2,347,997	233,492	11.04%
Disposal Prior Projected Cost (iii)	(2,241,715)	(2,434,527)	(192,812)	8.60%
Agency Payments	2,584,050	2,368,919	37,497	1.45%
Total Pass-Through Costs	**$4,891,367**	**$4,990,467**	**$99,099**	**2.03%**
Total Target Revenue	**$9,938,658**	**$10,082,878**	**$144,221**	**1.45%**

Table 2 shows the present monthly rates, the proposed monthly rates with the 1.45% rate increase, and the monthly change (for illustrative purposes) for residential customers.

Table 2 Summary of the Present, Proposed, and Monthly Change				
Schedule	Schedule Description	Present Monthly Rate	Proposed 2026 Rates	$/Month Change
R20G	Residential Waste - 20 Gallons	$41.03	$41.62	$0.59
R32G	Residential Waste - 32 Gallons	48.95	49.66	0.71
R64G	Residential Waste - 64 Gallons	96.36	97.76	1.40
R96G	Residential Waste - 96 Gallons	144.54	146.64	2.10

Commercial customers have similar service to residential customers, but they have the option to adjust the number of pickups per week. In 2026, it is estimated that the commercial rates (Schedule L) will increase by 1.45% for all cart sizes. Table 3 is a summary of the calculated maximum commercial solid waste rates by cart size. Some minor rounding of the rates may occur for purposes of ease of administration.

Table 3
Summary of Calculated Maximum Commercial Solid Waste

COMMERCIAL CARTS					
		Cart Size (in Gallons)			
		20	32	64	96
# of Pickups Per Week	1	$53.11	$58.96	$114.03	$164.82
	2	109.25	121.40	230.09	337.61
	3	162.66	180.70	349.12	512.34
	4	223.31	248.12	469.42	693.04
	5	282.54	313.91	596.69	876.18
	6	353.52	392.78	727.13	1,102.92
	7	430.65	478.48	851.22	1,286.73

COMMERCIAL CARTS ORGANICS				
		Cart Size (in Gallons)		
		32	64	96
# of Pickups Per Week	1	$41.30	$79.84	$115.37
	2	84.97	161.06	236.32
	3	126.49	244.37	358.64
	4	173.70	328.62	485.11
	5	219.74	417.69	613.33
	6	274.98	508.95	772.03
	7	334.96	595.85	900.71

Some commercial customers have larger bins which range in size from 1 yard to 6 yards. Commercial waste customers also have the option of different levels of service and can select the number of pick-ups per week. Table 4 is a summary of the calculated maximum commercial solid waste rates for 2026 for the larger bin sizes. It is estimated that the rates (Schedule L) will increase by 1.45% for all bin sizes.

Table 4
Summary of Calculated Maximum Commercial Solid Waste

COMMERCIAL BINS						
		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	$276.56	$556.31	$839.01	$1,145.33	$1,761.44
	2	563.07	1,121.76	1,688.15	2,310.45	3,572.46
	3	854.47	1,692.54	2,542.27	3,475.61	5,370.01
	4	1,149.29	2,267.48	3,398.93	4,654.01	7,152.28
	5	1,446.46	2,850.54	4,258.56	5,837.38	8,959.93
	6	1,805.26	3,365.24	5,169.70	7,069.85	10,831.77
	7	2,129.98	3,985.54	6,087.20	8,328.11	12,686.54

COMMERCIAL BINS ORGANICS						
		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	$193.61	$389.43	$587.29	$801.74	$1,233.01
	2	394.13	785.21	1,181.74	1,617.32	2,500.73
	3	598.12	1,184.79	1,779.60	2,432.91	3,759.00
	4	804.50	1,587.23	2,379.26	3,257.81	5,006.60
	5	1,012.53	1,995.35	2,980.98	4,086.15	6,271.96
	6	1,263.69	2,355.66	3,618.79	4,948.94	7,582.22
	7	1,491.00	2,789.89	4,261.04	5,829.68	8,880.57

COMPACTORS							
	# of Pickups Per Week						
	1	2	3	4	5	6	7
Commercial Waste 3 Yard Compactor	$2,014.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Commercial Waste 1.5 Yard Compactor	$1,007.50	$2,015.01	$3,022.51	$4,030.02	$5,037.52	$6,045.03	$7,052.53
Commercial Organics 1.5 Yard Compactor	$705.26	$1,410.51	$2,115.76	$2,821.01	$3,526.27	$4,231.52	$4,936.78
Solid Waste Compactor Rate Per Yard	$155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Additional Services

Recology also provides several services that are not considered regularly scheduled services. Those miscellaneous additional services charges are itemized in Exhibit A, Attachment Q of the attached Resolution. In summary, an overall rate increases of 1.27% is being proposed.

Proposition 218

The City is committed to promoting public participation in City activities. Towards this end, it has been the City's practice to notice and conduct protest hearing proceedings with respect to solid waste maximum rates in the manner set forth in Article XIII D, Section 6(a) of the California Constitution and Section 53755 of the Government Code. That process requires that a notice be mailed to solid waste customers not less than forty-five days prior to any public hearing affecting any rate.

Customers and property owners have the right to submit written protests against the proposed maximum rates and may do so by mail or in person to the City Clerk no later than the conclusion of the public hearing. If written protests against the charges are presented by owners of a majority of the affected parcels, the City Council may not impose the charges.

The attached resolution authorizes the initiation of the Proposition 218 process based on the maximum rates in accordance with the Guidelines for the Submission and Tabulation of Protests in Exhibit B, and sets a public hearing for November 25, 2025.

Alternatives

1. Take no action.
2. Adjust rates differently while meeting the requirements of the Agreement.

Attachments

A. Resolution
B. Recology 2026 Rate Application
C. HDR Inc. Report – Solid Waste Rate Analysis

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: The recommended rate increases will cover the solid waste program's revenue requirements.

Source:	Purpose:	Public Outreach:
Staff	Statutory/Contractual Requirement	Posting of Agenda

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT STATING ITS INTENT TO ADJUST THE MAXIMUM RATES THAT MAY BE CHARGED FOR SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC MATERIALS COLLECTION SERVICES EFFECTIVE JANUARY 1, 2026 AND SETTING A PUBLIC HEARING

WHEREAS, solid waste, recyclable materials, and organic materials collection services are provided in the City of Belmont by Recology San Mateo County (Recology) pursuant to a franchise agreement with the City; and,

WHEREAS, the franchise agreement with Recology provides for an annual review of the maximum rates that Recology may charge Belmont residential and commercial customers; and,

WHEREAS, Recology provided the City a letter and detailed worksheet outlining their calculation of the maximum rates for Rate Year 2026 which include a proposed 1.45% increase; and,

WHEREAS, the City is contractually obligated to set maximum rates and desires to conduct a proceeding to adjust the schedule of charges as itemized in Exhibit A.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. Proposes rate revisions and methodology generally described in Exhibits "A" and "B" to this Resolution, which are incorporated herein by reference.

SECTION 2. On November 25, 2025, at 7:00 PM or as soon thereafter as may be practicable in the City Council Chambers located at One Twin Pines Lane, Belmont, CA, or online via Zoom (https://belmont-gov.zoom.us), the City Council will hold a public hearing in accordance with the procedures in California Constitution Article XIIID with respect to the proposed rates. At this hearing, all interested persons will be permitted to present oral and written testimony with respect to the proposed rates and methodology.

SECTION 3. Direct staff to give notice of the hearing in the manner required by law.

SECTION 4. The City will accept and tabulate protests against the proposed rate revision following the procedures set forth in Exhibit "B" to this Resolution, which is incorporated herein by reference.

* * *

ADOPTED September 9, 2025 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

Exhibit A to Resolution

Attachment L
Maximum Rate Schedule
Effective January 1, 2026 to December 31, 2026
Monthly Rate

RESIDENTIAL CARTS

	Cart Size (in Gallons)			
	20	**32**	**64**	**96**
1 Pickup Per Week	$41.62	$49.66	$97.76	$146.64

Residential customers are billed based on their Garbage Cart size.
The monthly rate above includes the following:

- One (1) Garbage Cart provided to customer
- Curbside Household Hazardous Waste Collection
- One (1) 64-Gallon Recycling Cart and (1) 96-Gallon Yard Waste Cart

Attachment L
Maximum Rate Schedule
Effective January 1, 2026 to December 31, 2026
Monthly Rate

COMMERCIAL CARTS

# of Pickups Per Week	Cart Size (in Gallons) 20	32	64	96
1	$53.11	$58.96	$114.03	$164.82
2	109.25	121.40	230.09	337.61
3	162.66	180.70	349.12	512.34
4	223.31	248.12	469.42	693.04
5	282.54	313.91	596.69	876.18
6	353.52	392.78	727.13	1,102.92
7	430.65	478.48	851.22	1,286.73

The monthly rate above includes the following:
One (1) Garbage Cart
Recycling Cart

COMMERCIAL CARTS ORGANICS

# of Pickups Per Week	Cart Size (in Gallons) 32	64	96
1	$41.30	$79.84	$115.37
2	84.97	161.06	236.32
3	126.49	244.37	358.64
4	173.70	328.62	485.11
5	219.74	417.69	613.33
6	274.98	508.95	772.03
7	334.96	595.85	900.71

Note: Organics containers are charged at seventy percent (70%) of the similar Garbage commercial cart rate above container size and service levels for Garbage, representing a thirty percent (30%) discount

Attachment L
Maximum Rate Schedule
Effective January 1, 2026 to December 31, 2026
Monthly Rate

COMMERCIAL BINS

# of Pickups Per Week	Bin Size (in Cubic Yards) 1	2	3	4	6
1	$276.56	$556.31	$839.01	$1,145.33	$1,761.44
2	563.07	1,121.76	1,688.15	2,310.45	3,572.46
3	854.47	1,692.54	2,542.27	3,475.61	5,370.01
4	1,149.29	2,267.48	3,398.93	4,654.01	7,152.28
5	1,446.46	2,850.54	4,258.56	5,837.38	8,959.93
6	1,805.26	3,365.24	5,169.70	7,069.85	10,831.77
7	2,129.98	3,985.54	6,087.20	8,328.11	12,686.54

The monthly rate above includes the following:

One (1) Garbage Bin

Recycling container at customer's requested size

COMMERCIAL BINS ORGANICS

# of Pickups Per Week	Bin Size (in Cubic Yards) 1	2	3	4	6
1	$193.61	$389.43	$587.29	$801.74	$1,233.01
2	394.13	785.21	1,181.74	1,617.32	2,500.73
3	598.12	1,184.79	1,779.60	2,432.91	3,759.00
4	804.50	1,587.23	2,379.26	3,257.81	5,006.60
5	1,012.53	1,995.35	2,980.98	4,086.15	6,271.96
6	1,263.69	2,355.66	3,618.79	4,948.94	7,582.22
7	1,491.00	2,789.89	4,261.04	5,829.68	8,880.57

Note: Organics containers are charged at seventy percent (70%) of the similar garbage container size above and service level for garbage, representing a thirty percent (30%) discount

Attachment L
Maximum Rate Schedule
Effective January 1, 2026 to December 31, 2026
Monthly Rate

COMPACTORS							
	# of Pickups Per Week						
	1	2	3	4	5	6	7
Commercial Waste 3 Yard Compactor	$2,014.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Commercial Waste 1.5 Yard Compactor	$1,007.50	$2,015.01	$3,022.51	$4,030.02	$5,037.52	$6,045.03	$7,052.53
Commercial Organics 1.5 Yard Compactor	$705.26	$1,410.51	$2,115.76	$2,821.01	$3,526.27	$4,231.52	$4,936.78
Solid Waste Compactor Rate Per Yard	$155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

The monthly fee above includes the following:
Recycling container at customer's requested size

Schedule Q
Additional Services (Continued)

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Maximum Rate in the table at the end of this Attachment	See Maximum Rate in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Section 5.02.B, 5.02.C; 8.02 B	A - No more than 10% of base monthly Maximum Rate of the Collection Rate for each Container requiring Long Distance Service B - 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service	A - Distance greater than 50 feet and less than or equal to 100 feet B - Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
3	Container Relocation Service	Section 5.02.B and 8.02.B	A - 12% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service B - 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service	A - Distance greater than 50 feet and less than or equal to 100 feet B - Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
4	On-Call, Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Section 5.02.A, 5.02.B, and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week.	Per Collection event per Container for Collection requested by Customer

Schedule Q
Additional Services (Continued)

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 5.02.A, B, C; 5.03.A, B, C; 5.04.A, B, C	$21.19 for SFD $21.19 for Commercial, Mixed Use, and MFD	Per Collection event (i.e. request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A and 5.04.A	$1.39 per Recycling Cart $4.21 per Organic Materials Cart	Per Cart month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	$115.18	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.12)
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A and 8.02.F	25% of base monthly Solid Waste Rate for the size of Container Collected once per week plus Return Trip Fee if applicable	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B
9	Lock Service (Key Service)	Section 8.02.B	A - $12.00 per usage B - $13.41 per usage	Monthly cost: A-Residential Customers B-Commercial Customers
10	Lock Purchase	Section 8.02.B	$24.01 per lock	Per lock

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate or $11.28 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A - $70.62 B - $120.05	A - per Cart B - per Bin or Drop-Box Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D.
14	Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A - $91.80 B - $105.93 C - $120.05	A - per 32 gallon Cart B - per 64 gallon Cart C - per 96 gallon Cart Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D.
15	Additional Confidential Document Destruction Service Event	Section 5.07	$1,694.72	Per event

Schedule Q
Additional Services (Continued)

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
16	Additional Compost Material Delivery	Section 5.11	A - $176.52 per delivery B - $353.08 per delivery	A - "One-way" only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B - "Round-trip" delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	$28,810.47 per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
18	Collection for Agency-Sponsored and Non-Agency Sponsored Community Events	Section 5.08	A - $4,236.82 B - $7,061.38 C - $10,592.08	A - One day event with a projected 2,500 or fewer attendees B - One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C - One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day

Schedule Q
Additional Services (Continued)

Backyard Collection Service Charge for Single Family Dwellings (Section 5.02.A)				
Distance from Curb**	**One (1) Solid Waste Cart**	**Two (2) Solid Waste Carts**	**Three (3) Solid Waste Carts**	**Four (4) Solid Waste Carts**
Distance <= 50 feet	$25.40	$40.54	$81.14	$121.68
50 < Distance <= 100 feet	29.66	44.81	85.36	125.93
100 < Distance <= 150 feet	33.87	49.03	89.57	130.16
150 < Distance <= 200 feet	38.14	53.28	93.82	134.42
200 < Distance <= 250 feet	42.36	57.50	98.08	138.65
250 < Distance <= 300 feet	46.60	61.73	102.31	142.86
300 < Distance <= 350 feet	50.85	65.97	106.56	147.09
Each additional 50 foot increment over 350 feet	Amount equal the difference between the Charge for 250 to 300 feet and 300 to 350 feet			

* Backyard Collection Service Charges are charges added to the base monthly rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.

** Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.

Exhibit B to Resolution

GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS SOLID WASTE FEES

Submission of Protests

1. Any property owner or solid waste customer may submit a written protest to the City Clerk, either by delivery to the office of the City Clerk or by submitting the protest at the public hearing. Protests must be received by the end of the public hearing. No postmarks will be accepted.

2. Each protest must identify the affected property (by assessor's parcel number or street address) and include the signature of the record property owner or solid waste customer. Email protests cannot be accepted. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a writing, the City Council welcomes input from the community during the public hearing on the proposed fees.

3. If a parcel served by the City is owned by more than a single record owner or customer, each owner or customer may submit a protest, but only one protest will be counted per parcel and any one protest submitted in accordance with these rules will be sufficient to count as a protest for that property.

4. In order to be valid a protest must bear the original signature of the record owner or customer with respect to the property identified on the protest. Protests not bearing the original signature of a record owner or customer shall not be counted.

5. Any person who submits a protest may withdraw it by submitting to the City Clerk a writing request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or record customer who submitted both the protest and the request that it be withdrawn.

6. A fee protest proceeding is not an election.

7. To ensure transparency and accountability in the fee protest tabulation, protests shall constitute disclosable public records from and after the time they are received.

Tabulation of Protests.

1. The City Clerk shall determine the validity of all protests. The City Clerk shall not accept as valid any protest if the City Clerk determines that any of the following conditions exist:

a. The protest does not identify a property served by the City.
b. The protest does not bear an original signature of a record owner of the parcel identified on the protest or of the customer on the parcel.
c. The protest does not state its opposition to the proposed fees.
d. The protest was not received by the City Clerk before the close of the public hearing on the proposed fees.
e. A request to withdraw the protest is received prior to the close of the public hearing on the proposed fees.

3. The City Clerk's decision that a protest is not valid or does not apply to a specific fee shall constitute a final action of the City and shall not be subject to any internal appeal.

4. A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of a majority of the properties subject to the proposed fee.

5. At the conclusion of the public hearing, the City Clerk shall complete the tabulation of all protests received, including those received during the public hearing and shall report the results of the tabulation to the City Council upon completion. If review of the protests received demonstrates that the number received is manifestly less than one- half of the parcels served by the City with respect to the fee which is the subject of the protest, then the Clerk may advise the City Council of the absence of a majority protest without determining the validity of all protests.

Fiscal & Organizational Sustainability

CITY OF BELMONT

Draft Report

Recology WASTE ZERO





Review of the 2026 Solid Waste Rates

City of Belmont

August 2025

HDR

August 19, 2025

Ms. Nisha Patel, P.E.
Public Works Director
City of Belmont
One Twin Pines Lane, Suite 385
Belmont, California 94002

Subject: Review of the 2026 Solid Waste Rates Draft Report

Dear Ms. Patel:

HDR Engineering, Inc. (HDR) was retained by the City of Belmont (City) to provide professional and technical rate services as they relate to the City's solid waste utility. The City is a member of the South Bayside Waste Management Authority (SBWMA) and has a franchise agreement with Recology of San Mateo County (Recology) for solid waste collection services, including the collection of recycling and organic materials. Through the franchise agreement, the annual compensation for Recology's services is contractually determined. Recology has provided to the City their calculation of the maximum rates for both regularly scheduled services and additional services for Rate Year 2026, based on the July 31st rate year 2026 application letter. The franchise agreement calls for the City to adopt solid waste retail rates, but not at a level which exceeds the Contractor's "Maximum Rates for Regularly Scheduled Services".

HDR and the City have reviewed Recology's calculations, and this report summarizes our findings, conclusions, and recommendations. This report and HDR's technical review were developed utilizing the City's and Recology's accounting, operating, and management records. HDR has relied upon this information to conduct our review as outlined in the agreed-upon scope of services with the City, which provides the basis for our findings, conclusions, and recommendations contained in this report.

We appreciate the assistance provided by City staff, management, and City Council. More importantly, we appreciate the opportunity to work with the City on this project.

Sincerely yours,
HDR Engineering, Inc.

Shawn Koorn
Associate Vice President

555 110th Ave NE, Suite 1200
Bellevue, WA 98004

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Executive Summary

Introduction

The City of Belmont is a member of the South Bayside Waste Management Authority. On August 28, 2018, the City finalized an Amended and Restated Franchise Agreement (Agreement) with Recology of San Mateo County for solid waste collection services, including the collection of recycling and organic materials. The Agreement is for the 15-year period of 2021 to 2035. As outlined in the Agreement (i.e., Sections 7.01.A.5, 11.01.A, 11.06), the annual compensation for Recology's collection and recycling services is contractually determined. At the same time, the Agreement calls for the City to adopt solid waste rates, but not at a level which exceeds the Contractor's "Maximum Rates for Regularly Scheduled and Additional Services". Ultimately, Recology bills the City's customers for the solid waste services at the rates established and formally adopted by the Belmont City Council.

As a part of the overall rate setting process, Recology's data and information is reviewed by an outside party prior to its use within the calculation of the City's maximum rates. Once that data and information is confirmed, Recology calculates the "maximum rates for regularly scheduled and additional services" and provides a copy of those calculations to the City for their review and acceptance. This review and rate setting process is similar to the reviews that HDR has provided to the City annually since 2013, which the City has requested HDR conduct for rate year 2026.

As noted, the Agreement contains specific language and exhibits related to the development of the maximum rates for a given year for both regularly scheduled services (Schedule L) and additional services (Schedule Q). Rate year 2021, the first year of the current Agreement, serves as the base year for adjusting rates in future years. HDR has reviewed the applicable portions of the Agreement as they pertain to the 2026 rate year[1]. From our understanding of the Agreement and the rate setting requirements, HDR reviewed Recology's submittal for the 2026 rate year. This report discusses the review undertaken by HDR for the 2026 rate year.

Limitations of HDR's Review

HDR has provided a limited review of Recology's maximum rate calculations for the 2026 rate year. As noted above, the data and information used by Recology to calculate the City's maximum rates were independently reviewed by a separate outside firm. Given the outside review of Recology's data and information, HDR and the City have assumed that the data and information input into Recology's rate calculations are reasonable and appropriate. As part of the review, HDR did cross-check and verify the inputs into Recology's model from the database of previously reviewed basic input data and information.

[1] HDR assisted the City in negotiating the current franchise agreement with Recology and is familiar with the requirements of the current agreement as it relates to rate setting (Article 11).

Within HDR's review, four key items have been reviewed and verified. These included:

- A review of Recology's methodology for compliance with our understanding of the required methodology specific for the 2026 rate year based on the current Agreement
- A review of the data inputs and information used within the methodology to confirm that the costs and any other adjustments comply with the methodology for regularly scheduled services (Schedule L) for rate year 2026 as required in the current Agreement
- A review of the data inputs and methodology used to adjust additional services (Schedule Q) for the 2026 rate year to confirm the use of the appropriate cost index, as specified in the current Agreement
- Confirmation/verification of the calculations (formulas) within the methodology as they apply to the 2026 rate year based on the current Agreement

Overview of the Agreement

The Agreement with Recology is intended to continue to provide the City of Belmont community with high-quality waste collection, waste reduction, recycling, and composting programs. In order to maximize the quality of services and waste-diversion potential, the City granted to Recology an exclusive right to provide these services within the City. In order to balance that exclusive right to provide these solid waste services against the costs/rates associated with that program, the parties needed to develop an approach or methodology that both established the rates charged to the City's customers and fairly compensated Recology. To address this requirement, Article 11 of the Agreement contains specific language, and a methodology, for annually establishing the maximum rates for the upcoming calendar year for both regularly scheduled (Schedule L) and additional services (Schedule Q).

The Agreement provides for an orderly process and approach to establish rates for the City and compensation for Recology. The review being undertaken by the City and HDR is a part of that orderly process, and the City is performing its due diligence to verify and confirm that the maximum rates calculated by Recology are in accordance with the Agreement. The agreement stipulates this as follows:

The review being undertaken by the City and HDR is a part of that orderly process, and the City is performing its due diligence to verify and confirm that the maximum rates calculated by Recology are in accordance with the Agreement.

Article 11, "The Contractor's Compensation, Pass-Through Costs and Rates" determines the annual compensation for Recology's collection and recycling services. This calculation of annual compensation sets the Contractor's "Maximum Rates for Regularly Scheduled Services" (Attachment L) and "Additional Services" (Attachment Q). Within the franchise agreement, Attachment L is established in 11.04 of Article 11, Annual Adjustment of Maximum Rates for Scheduled Services. Attachment Q is established in 11.05 of Article 11, Annual Adjustment of Maximum Rates for Additional Services.

Regularly Scheduled Service (Attachment L) – Review of Recology's Calculated Maximum

On July 31, 2025, Recology provided to the City a letter outlining their calculation of the rates for rate year 2026. The City retained HDR Engineering, Inc. to provide a review of the proposed 2026 rates as has been performed annually since 2013, which is to confirm that the overall methodology is in conformance with the current Agreement. In addition, HDR also verified or confirmed that the proper cost data appeared to be used within the analysis, and that the mathematical calculations are correct. In providing this review, HDR also attempted to independently calculate the rate index used for Schedule Q rates (e.g., consumer price index (CPI-U General)). This report details the City's process to revise the maximum rates that may be charged for solid waste, recyclable materials, and organic materials collection services for rate year 2026.

The rates that Recology charges its customers include Recology (contractor) compensation, SBWMA costs to operate the Shoreway Environmental Center transfer facility, waste disposal costs, franchise fees, and other related charges. Article 11 of the Agreement provides the framework or methodology for the determination of the maximum rate for the upcoming year. In very simple terms, the Agreement calls for Recology to annually take the existing maximum rate that is in effect and multiply each rate by an "adjustment multiplier". The adjustment multiplier is essentially a cost index to develop Total Target Revenue for the rate year.

The rate adjustment multiplier is composed of three elements: the 2026 Base Contractor's Compensation based on CPI cost adjustments, the 2024 Performance Incentive/Disincentive adjustment, and the 2026 pass through costs, which are comprised of both disposal and agency payments. For 2026, these elements are a total rate index adjustment of 1.45% as shown in Table ES – 1.

Table ES – 1
Summary of 2026 Rate Adjustment to 2025 Rates

Cost Component	2025 Target Revenue	2026 Target Revenue	$ Difference	% Adjustment to 2025 Rates
Total Base Compensation	$5,051,777	$5,098,188	$46,410	0.92%
Performance (Inc.) / Dis.	(4,487)	(5,776)	(1,289)	28.73%
Pass Thru Costs	4,891,367	4,990,467	99,099	2.03%
Plus Disincentive Payable 2022	0	0	0	0.00%
Total Target Revenue	**$9,938,658**	**$10,082,878**	**$144,221**	**1.45%**

In the review of Recology's Total Target Revenue for the 2026 rate year, HDR concluded that the total target revenue used the appropriate data and information for the time period and the calculations within the methodology were correct. As a result of our review, HDR concluded that based on the current Agreement, the City's adopted solid waste rates for 2025 should be increased by 1.45% for rate year 2026 proposed rates. Provided in this report is a more detailed

discussion of each of the elements of the calculation of the 2026 maximum rates and the basis for HDR's summary conclusion.

Presented below in Table ES – 2 are the present monthly residential rates and the proposed monthly residential rates for 2026.

Table ES – 2
Summary of the Present and Proposed Residential Solid Waste Rates
(Regularly Scheduled - $/Month)

Schedule	Schedule Description	Present Monthly Rate	Proposed 2026 Rates	$/Month Change
R20G	Residential Waste - 20 Gallons	$41.03	$41.62	$0.59
R32G	Residential Waste - 32 Gallons	48.95	49.66	0.71
R64G	Residential Waste - 64 Gallons	96.36	97.76	1.40
R96G	Residential Waste - 96 Gallons	144.54	146.64	2.10

In addition to the above residential rates for regularly scheduled service, the City and Recology have a number of other rate schedules for regularly scheduled solid waste services. These include the following:

- Commercial Waste Carts (20 gallons to 96 gallons)
- Commercial Waste Bins (1 yard to 6 yards; 1 day to 7 days per week pickup)
- Commercial Organics Bins (1 yard to 6 yards; 1 day to 7 days per week pickup)
- Commercial Organics Carts (32 gallons to 96 gallons; 1 day to 7 days per week pickup)
- Commercial Waste 1.5 Yard Compactor (1 day to 7 days per week pickup)
- Commercial Organics 1.5 Yard Compactor (1 day to 7 days per week pickup)
- Commercial Waste 3 Yard Compactor
- Solid Waste Compactor (per yard)

Each of these commercial rate schedules were increased by the overall 1.45% rate increase. A more detailed discussion of these other regularly scheduled services can be found in Section 4 of the report and also within the Technical Appendices in Attachment L.

Additional Services (Attachment Q) – Review of Recology's Calculated Maximum

In addition to the regularly scheduled rates, there are also rates for "additional services". The rates for additional services are contained in Attachment Q of the Agreement and are annually updated in accordance with the Agreement. Attachment Q is established in 11.05 of Article 11, Annual Adjustment of Maximum Rates for Additional Services.

The Maximum Rate set forth in Attachment Q is adjusted annually by multiplying the then effective April CPI-U General for the year in which rates are set and divided by the April CPI-U General from the year prior to the year in which rates are set. For example, the April CPI-U-

General is 355.707 for 2025 and the April CPI-U-General for 2024 is 351.247. Therefore, each Maximum Rate is multiplied by the April CPI-U-General for 2025 and divided by the April CPI-U-General for 2024. This resulted in an overall rate increase of 1.27% (355.707 / 351.247) for Attachment Q rates effective in 2026 for additional services.

A more detailed discussion of these additional services can be found in Section 4 of the report and also within the Technical Appendices in Attachment Q.

Summary Conclusions and Recommendations

Based on the review undertaken, it was the conclusion of HDR that the maximum rates, as calculated by Recology, were in conformance with the City's current Agreement. In reaching this conclusion, HDR has relied on the data and information as supplied by the City and Recology. Given that conclusion, HDR would recommend that the City revise the residential and commercial rates based on the proposed rates as provided in this report, which reflects a 1.45% increase for the maximum rate calculation. Finally, the additional services (Attachment Q), as calculated by Recology and as reviewed within this report, should also be adopted for 2026 based on the CPI increase of 1.27%.

Summary of the Review of the Solid Waste Rates

This completes the summary review and analysis for the City's solid waste rates. A full and complete discussion of the review of the solid waste rates as calculated by Recology can be found in the following sections of this report.

1 Introduction and Overview of the Report

1.1 Introduction

The City of Belmont is a member of the South Bayside Waste Management Authority. In 2018, the City signed an Agreement with Recology of San Mateo County for solid waste collection services, including the collection of recycling and organic materials. As part of the Agreement (i.e., Sections 7.01.A.5, 11.01.A, 11.06), the annual compensation for Recology's collection and recycling services is contractually determined. At the same time, the Agreement calls for the City to adopt solid waste rates at a level that does not exceed the Contractor's "Maximum Rates for Regularly Scheduled or Unscheduled Services". Ultimately, Recology bills the City's customers for the solid waste services at the rates established by the City of Belmont City Council.

The 2018 Agreement is for a 15-year term, for rate years 2021 through 2035. While the current Agreement is similar to the 2010 agreement, there are certain differences. Both franchise agreements contain specific language and exhibits related to the development of the maximum rates for a given year.

The general approach for rate adjustments (2022 – 2035) is based on changes in specific cost indices for the primary cost categories outlined by Recology for the base contractor's compensation. For example, in 2026, the costs will be adjusted by the change in the specific cost indices from 2021 to 2025. These cost indices include CPI-U, CPI-U-Motor Fuel, CPI-W, etc. The Agreement has outlined each of the specific cost indices that will be used in escalating the base costs for future year rate adjustments. The Total Target Revenues for rate year 2026 will be compared to the Total Target Revenues for the prior year, which in this case is the 2025 rate year. This comparison will result in the rate multiplier being applied to the adopted 2025 rates to establish the proposed 2026 rates.

1.2 Limitations of HDR's Review

It is important to understand that HDR has provided a limited review of Recology's maximum rate calculations for the 2026 rate year. The data and information used by Recology to calculate the City's maximum rates were reviewed by another outside firm. HDR does not provide a review of this basic input data as a part of this review. Therefore, HDR and the City have assumed that the data and information input into Recology's rate calculations are reasonable and appropriate. Having said that, HDR did a limited cross-check to verify the inputs in Recology's model from the previously reviewed basic input data and information.

Within HDR's review, the three key items reviewed were the overall methodology, compliance to the agreed upon methodology, and verification of the data inputs. First, the overall methodology is generally well-laid out within Article 11 of the current Agreement. Given that, HDR reviewed Recology's methodology for compliance with our understanding of the required methodology for the 2026 rate year. At the same time, HDR also reviewed the data inputs and information used within the methodology as applied to the 2026 rate year. While the data and information were previously reviewed, the selection and use of the appropriate costs and adjustment factors must comply with the methodology. Finally, HDR confirmed/verified the

calculations (formulas) used within the methodology as applied to the 2026 rate year were accurate. As a part of HDR's review, these three aspects of Recology's rate filing were reviewed and verified.

1.3 Organization of the Report

This report is organized in a manner that reflects the general approach used by HDR to review Recology's maximum rates for "Regularly Scheduled" and "Additional Services". The next section of this report provides a brief overview of the relevant portions of the Agreement. Section 3 then provides a discussion and overview of the technical review undertaken by HDR of the Recology rate calculations. From that review, HDR was then able to review and verify the proposed maximum rates for Regularly Scheduled and Additional Services. The proposed maximum rates are discussed and shown in Section 4. Finally, Section 5 provides a summary of HDR's findings, conclusions, and recommendations from this review.

2 Overview of the Agreement

2.1 Introduction

An important starting point in reviewing the City's solid waste rates is to gain an understanding of the current Agreement, which is an extension of the original 2010 franchise agreement through 2035. This section of the report is intended to provide a brief overview of the relevant portions of the City's current Agreement with Recology to help the reader better understand the basis for this review of the rates.

The review and discussion contained herein is not intended to be comprehensive in nature, nor provide any legal interpretation or opinion regarding the relevant portions of the Agreement as it relates to this study.

2.2 Overview of the Agreement

As noted, the agreement was extended in 2018 for an additional 15-year term for rate years 2021 through 2035. The Agreement is very similar to the 2010 franchise agreement, but does contain some relevant changes to Article 11, which determines Recology's compensation and the City's solid waste rates. Similar to the 2010 agreement, for 2021 and beyond, Recology's annual compensation for collection and recycling services is outlined in the Agreement and is contractually determined. The Agreement calls for the City to establish and adopt solid waste rates, but not at a level which exceeds the Contractor's "Maximum Rates for Regularly Scheduled Services", referred to as Attachment L, and "Maximum Rates for Additional Services", referred to as Attachment Q[2]. The Agreement between the parties contains specific language and exhibits related to the development of the maximum rates for a given year for both Attachments L and Q.

...and the City is performing its due diligence to verify and confirm that the maximum rates calculated by Recology are in accordance with the Agreement for the 2026 rate year.

The Agreement provides for an orderly process and approach to establish rates for the City and compensation for Recology. The review being undertaken by the City and HDR is a part of that orderly process, and the City is performing its due diligence to verify and confirm that the maximum rates calculated by Recology are in accordance with the Agreement for the 2026 rate year.

More specific to the Agreement, Article 11 – "The Contractor's Compensation, Pass-Through Costs and Rates" provides the analytical framework for determining the annual compensation for Recology's collection and recycling services. This calculation of annual compensation sets the Contractor's "Maximum Rates for Regularly Scheduled Services", known as Attachment L, and "Additional Services", known as Attachment Q. Attachment L is established in 11.04 of Article 11, Annual Adjustment of Maximum Rates for Scheduled Services. Attachment Q is established in 11.05 of Article 11, Annual Adjustment of Maximum Rates for Additional Services.

[2] Under the 2010 franchise agreement, Regularly Scheduled services were referred to as Attachment R and Additional Services were referred to as Schedule Q.

2.3 Regularly Scheduled Services (Attachment L)

As noted above, Article 11 of the Agreement provides the analytical framework or methodology for the determination of the maximum rates for the upcoming year. In very simple terms, the Agreement calls for Recology to annually take the existing maximum rate that is in effect and multiply each rate by the "adjustment multiplier". The adjustment multiplier is essentially a "cost index" based on CPI value adjustments to arrive at the Total Target Revenue for the rate year. The Total Target Revenue for the current year is divided by the prior year Total Target Revenue per 11.04.A. as follows:

> *"...Beginning with the adjustment for Rate Year 2022, each Maximum Rate set forth in Attachment L shall be adjusted annually by multiplying the then-effective Maximum Rate by the Adjustment Multiplier. The Adjustment Multiplier used to calculate the Maximum Rates that will be effective in a given Rate Year (the "Adjustment Year") shall be calculated by dividing Total Target Revenue for the Adjustment Year (calculated pursuant to Table 2 below) by Total Target Revenue for the Rate Year prior to the Adjustment Year (the "Current Year")."*[3]

However, for only Rate Year 2022, the "prior" year will be the 2021 adjusted Total Target Revenue of $7,888,920 as follows in 11.04A.

> *"...For purposes of determining Maximum Rates for Rate Year 2022, Total Target Revenue for Rate Year 2021 shall be the same as Total Contractor's Compensation for that year (i.e. $7,888,920)."*[4]

Going forward in rate years 2023 to 2035, the adjustment multiplier will be the current year Total Target Revenue divided by the prior year Total Target Revenue. For example, for rate year 2026, the Total Target Revenue for the 2026 rate year will be divided by the rate year 2025 Total Target Revenue.

The franchise agreement provides the cost index for the various components to calculate the Total Target Revenue. The Total Target Revenue is stated in total dollars. For example, the Total Target Revenue for 2025 is $9,938,658. Going forward each year, the cost index is calculated by adding together the various cost components, which are composed of the following:

- Direct Labor (Wages for CBA's, Benefits for CBA's, Payroll Taxes, Worker's Compensation)
- Direct Fuel Costs
- General Expenses Direct and Indirect
- General Expenses Depreciation
- Profit Calculation
- Interest
- Performance Incentives/Performance Disincentives
- Pass Through Costs
  - Disposal Costs (i) Projected Next Year, (ii) Actual Prior Year, (iii) less Projected Prior Year)

[3] Franchise Agreement, Section 11.04(A), Adjustment Multiplier for Regularly Scheduled Services, p. 99.

[4] Franchise Agreement, Section 11.04(A), Adjustment Multiplier for Regularly Scheduled Services, p. 99.

- Agency Payments

The general approach for future year rate adjustments is based on changes in specific cost indices for the primary cost categories outlined by Recology for the base contractor's compensation. For example, in 2026, the costs will be adjusted by the change in the specific cost indices from 2020 to 2025. These cost indices include CPI-U, CPI-U-Motor Fuel, CPI-W, etc. The current Agreement outlines each of the specific cost indices that will be used in escalating the base costs (adjusted 2021 Total Target Revenue) for future year rate adjustments. For rate year 2026, the 2026 Total Target Revenue of $10,082,878 is compared to the 2025 Total Target Revenue of $9,938,658.

Finally, the disposal costs are calculated separately from the base contractor's compensation. The current franchise agreement uses a similar approach to establishing the annual adjustments to the disposal costs. Essentially, all increases or changes in disposal costs are passed through as direct rate adjustments to the customer.

2.4 Additional Services (Attachment Q)

The rates for additional services are addressed in the current franchise agreement and are annually updated in accordance with the Agreement. Rates for Additional Services are discussed and established in 11.05 of Article 11, Annual Adjustment of Maximum Rates for Additional Services.

> **11.05 – Annual Adjustment of Maximum Rates for Additional Services**
> *A. The Maximum Rates for Rate Year 2021 for the additional services described in Attachment Q shall be the charges for those services determined under the SBWMA-wide methodology, adjusted as necessary to pass through the Franchise Fee and any other Agency fees under this Agreement. Beginning with the adjustment for Rate Year 2022, each Maximum Rate set forth in Attachment Q shall be adjusted annually by multiplying the then-effective Maximum Rate by April CPI-U-General for the year in which the calculation is made and dividing the result by April CPI-U-General for the year prior to the year in which the calculation is made. For example, to calculate the Maximum Rates set forth in Attachment Q effective in 2026, each Maximum Rate effective in 2025 shall be multiplied by CPI-U-General for April 2025 and divided by CPI-U-General for April 2024.*

The adjustment to Schedule Q is based upon a cost-indexing approach and a CPI for general inflation is used. As an example, assume the April 2025 CPI-U-General is 300.000 and the April 2024 CPI-U-General is 295.000. This would result in an adjustment to the Additional Services rates of 1.7%. (300.000 / 295.000 = 1.017 or 1.7%).

2.5 Summary

This section of the report has provided a brief overview of the relevant portions of the current Agreement with Recology. While this overview of the Agreement has been necessarily abbreviated, it is intended to provide an understanding of the basic framework or methodology used to calculate the maximum rates for Regularly Scheduled Services and Additional Services.

3 Review of Recology's Calculated Maximum Rates for Regularly Scheduled Services

3.1 Introduction

As stated in the Agreement, Recology calculates the maximum rates for the upcoming calendar year. The calculated maximum rates are formula driven, and as noted in the prior section of the report, there is relatively clear language and numeric examples of the rate setting process. The purpose of this section of the report is to provide an overview of Recology's rate filing to the City for the 2026 rate year, along with HDR's technical review of that filing. Article 11.04 specifically outlines the establishment of maximum rates for 2026 and after for regularly scheduled services.

3.2 Overview of Recology's 2026 Rate Application

On July 31, 2025, Recology provided to the City a letter and detailed worksheets outlining their calculation of the maximum rates for rate year 2026. The rate application letter indicated a maximum increase adjustment of 1.45%. HDR reviewed that calculation and determined based on the information provided, it appears to agree with the current Agreement.

For 2026, the adjustment multiplier is based on CPI cost adjustment by component. HDR conducted a review of Recology's calculations and determined, based on the information provided, that it appears to be in compliance with the Agreement. Provided below in Table 3 – 1 is an overview of Recology's Total Target Revenue calculation for rate year 2026.

Table 3 – 1
Overview of Recology's Total Target Revenue Calculation Rate Year 2026

Cost Component	Adj. 2021 Target Revenue	April 2020 CPI Index	April 2025 CPI Index	Change 2020 to 2025	2026 Target Revenue
Direct Labor Related					
Wages for CBA's	$1,310,584	290.304	352.077	1.213	$1,589,460
Benefits for CBA's	608,287	517.053	576.988	1.116	678,798
Payroll Taxes	109,005	N/A	N/A		128,746
Workers Compensation	93,961	290.304	352.077	1.213	113,955
Direct Fuel Costs	169,992	209.994	358.556	1.707	290,254
General Expense Direct & Indirect	1,211,383	298.074	355.707	1.193	1,445,605
SB 1383 (2024)					19,046
Depreciation	281,317	N/A	N/A		281,317
Profit	397,271	N/A	N/A		477,328
Interest	73,679	N/A	N/A		73,679
Performance Inc./Disincentives	0	N/A	N/A		(5,776)
Base Contractor's Compensation	**$4,255,479**				**$5,092,412**
Agency Components					$2,621,548
Disposal Projected Cost (i)					2,455,449
Disposal Actual Prior Year Cost (ii)					2,347,997
Disposal Prior Projected Cost (iii)					(2,434,527)
Disposal Cost Component					**$4,990,467**
Total Target Revenue					**$10,082,878**

(i) The Contractor's projected costs for April 1 of that calendar year through March 31 of the following year plus
(ii) The Contractor's actual costs April 1 of the year prior through March 31 of the calendar year minus
(iii) The Contractor's previous projection.

As noted above, the City retained HDR to review the Recology calculations (Table 3 – 1) to confirm that the proper data appeared to be used within the analysis, and that the mathematical calculations were correct for the 2026 rate year. While Table 3 – 1 appears rather simple and straight-forward, the calculations are, in some cases, much more complex with other detailed worksheets behind them.

Provided below is a more detailed discussion of the analytical steps taken to review the Recology calculations and the results of our review.

3.3 Overview of the General Approach Used to Review Costs

As noted in Section 2, an important starting point for reviewing Recology's compensation is understanding the Agreement. HDR reviewed the documents, then independently reviewed the rate year 2026 maximum rate calculations. HDR developed a spreadsheet to review and attempt to duplicate the Recology calculations for 2026. In this way, HDR could review the data sources used and verify their appropriateness, while at the same time, verifying the formulas used within the calculations.

3.4 Summary Conclusions of HDR's Review of the Maximum Rate Calculations

Based on HDR's review of Recology's 2026 rate application, HDR concluded that the costs contained in Table 3 – 1 used appropriate cost data and information for the time period and the calculations within the methodology were correct. As a result of our independent review, HDR concluded that based upon the existing Agreement, the maximum rates should be calculated based on the increase in rates of 1.45%.

3.5 HDR's Detailed Review of the Total Target Revenue Calculations

As previously discussed, the focus of HDR's review was on the calculations used to establish the Total Target Revenue for rate year 2026 or the "Maximum Rates for Regularly Scheduled Services". Article 11 of the Agreement forms the basis for the calculations. As shown in Table 3 – 1, there is one primary calculation component to the maximum rate calculation, the CPI value adjustment.

The general approach for future year rate adjustments (2022 – 2035) is based on changes in specific cost indices for the primary cost categories outlined by Recology for the base contractor's compensation. For example, in 2026, the 2021 adjusted base target revenue will be adjusted by the change in the specific cost indices from 2020 to 2025. These cost indices include CPI-U, CPI-U-Motor Fuel, CPI-W, etc. The current Agreement outlines each of the specific cost indices that will be used in escalating the base adjusted target revenue for future year rate adjustments. For Rate Year 2026 and thereafter, the specific cost indices will compare the current year index to the 2020 index and the 2021 adjusted Total Target Revenue. In simplified terms, general operating costs are adjusted annually by the use of a CPI value. The CPI value index is segregated into nine main components. They are as follows:

- **Direct Labor -** The direct labor includes wages for CBA's, benefits for CBA's, payroll taxes, and worker's compensation. Wages for CBA's, benefits for CBA's, and worker's compensation for base year 2021 is multiplied by the difference between the 2020 base year CPI for that component and the current year (2025) CPI for that component. In very simplified terms, the agreement uses the wages for CBA's at the start of the agreement in 2021 and then simply adjusts wages for CBA's by a CPI amount based on 2020 CPI and the current year CPI. Payroll tax is a formula based on the wages times the effective rate of 8.1%.
- **Direct Fuel –** The fuel for base year 2021 is multiplied by the difference between the 2020 average price per gallon and the average price per gallon of fuel for the twelve-month period ending March 31 of the Calendar Year.

- **General Expense Direct and Indirect** – The base general expense for 2021 is multiplied by the difference between the 2020 base year Consumer Price Index and the current year Consumer Price Index.
- **Depreciation Vehicles, Containers, Indirect** – The vehicle depreciation remains fixed at $196,818 for rate years 2022-2026. Values for rate years 2027-2035 shall be determined as part of the SBWMA-wide rate application for rate year 2027. The container depreciation remains fixed at $77,090 for rate years 2022-2035 unless additional containers are purchased. The indirect remains fixed at $7,409 for rate years 2022-2035.
- **Profit Calculation** – The profit is calculated by taking the sum of direct labor, direct fuel, general expenses direct and indirect, as well as the depreciation on vehicles, containers and indirect for the current rate year, divide by 0.905, and subtract the result from the sum of direct labor, direct fuel, general expenses direct and indirect, the depreciation of the vehicles, containers and indirect for the current rate year profit calculation. This calculation represents the application of the 90.5% operating ratio to the Contractor's calculated total annual cost of operations.
- **Disposal Costs** – (i) The Contractor's projected costs for April 1 of that calendar year through March 31 of the following year plus (ii) the Contractor's actual costs April 1 of the year prior through March 31 of the calendar year minus (iii) the Contractor's previous projection.
- **Interest** – The value remains fixed at $73,679 for rate years 2022-2035 unless additional vehicles or containers are purchased.
- **Performance-Based** – Is the sum of incentives and disincentives the year immediately preceding the Calendar Year of the Cost Index. The determination of incentives and disincentives is independently determined by another outside party.
- **Agency Payment** – The anticipated amount of total Agency payments as detailed in Article 11 (sum of direct labor, direct fuel, general expenses direct and indirect, depreciation, profit, interest, performance incentives & disincentives, and disposal costs, divided by (1 – 0.26) then multiplying the result by 0.26).

For each of the above components, HDR reviewed the source data and information used within Recology's calculations. As a part of Recology's packet of information, the source data used by Recology was attached to the application letter. While much of the cost data and information had previously been audited by another outside independent consultant, in those cases where other key assumptions to the analysis were needed (e.g., CPI index), HDR attempted to independently review them.

Based on the changes from the 2025 Total Target Revenue to the 2026 Total Target Revenue, the costs increased by $144,221 or 1.45% overall ($10,082,878 - $9,938,658 = $144,221 or $144,221 / $9,938,658 = 1.45%). As noted, the majority of the components are based on specific cost indexes and/or formulas as explained previously. Disposal costs are based on projections and actuals and are made up of three components: the (i) Contractor's projected costs, (ii) the Contractor's actual costs of the year prior, and the (iii) Contractor's previous projection. Provided

below in Table 3 – 2 is a summary of the changes in Total Target Revenue compared from 2025 to 2026.

Table 3 – 2
Summary of Changes in Total Target Revenue from 2025 to 2026

Cost Component	2025 Target Revenue	2026 Target Revenue	$ Difference	% Difference
Base Contractor Compensation				
Direct Labor Related	$2,455,457	$2,510,958	$55,502	2.26%
Direct Fuel Costs	322,119	290,254	(31,865)	-9.89%
General Expense Direct & Indirect	1,446,287	1,464,651	18,364	1.27%
Depreciation	281,317	281,317	0	0.00%
Profit	472,919	477,328	4,409	0.93%
Interest	73,679	73,679	0	0.00%
Total Base Compensation	**$5,051,777**	**$5,098,188**	**$46,410**	**0.92%**
Performance (Inc.) / Dis.	**(4,487)**	**(5,776)**	**(1,289)**	**28.73%**
Total Pass-Through Costs				
Disposal Projected Cost (i)	$2,434,527	$2,455,449	$20,922	0.86%
Disposal Actual Prior Year Cost (ii)	2,114,505	2,347,997	233,492	11.04%
Disposal Prior Projected Cost (iii)	(2,241,715)	(2,434,527)	(192,812)	8.60%
Agency Payments	2,584,050	2,368,919	37,497	1.45%
Total Pass-Through Costs	**$4,891,367**	**$4,990,467**	**$99,099**	**2.03%**
Total Target Revenue	**$9,938,658**	**$10,082,878**	**$144,221**	**1.45%**

In a more simplified or summarized manner, the rate adjustment multiplier is composed of three elements: the 2026 CPI cost adjustments, the 2024 Incentive/Disincentive adjustment, and the 2026 pass through costs, which are comprised of disposal and agency payments. Table 3 – 3 summarizes the adjustment by component.

Table 3 – 3 Summary of 2026 Rate Adjustment to 2025 Rates				
Cost Component	**2025 Target Revenue**	**2026 Target Revenue**	**$ Difference**	**% Adjustment to 2025 Rates**
Total Base Compensation	$5,051,777	$5,098,188	$46,410	0.92%
Performance (Inc.) / Dis.	(4,487)	(5,776)	(1,289)	28.73%
Pass Through Costs	4,891,367	4,990,467	99,099	2.03%
Plus Disincentive Payable 2022	0	0	0	0.00%
Total Target Revenue	**$9,938,658**	**$10,082,878**	**$144,221**	**1.45%**

3.6 Conclusions Regarding the Calculation of the Maximum Rate

Based on the review of the Recology rate calculation, HDR concluded that the calculation as provided by Recology appears appropriate and in keeping with the current Agreement. In reaching this conclusion, HDR reviewed and verified the data inputs in the calculation, while also confirming the overall methodology and calculations. Based on our review, the calculated Maximum Rate Index for 2026 is an increase of 1.45% in overall rates for regularly scheduled services.

4 Review of the Proposed 2026 Solid Waste Rates

4.1 Introduction

In the previous section of this report, the cost basis for the City's 2026 solid waste rates was reviewed and provides the basis for determining the City's maximum rates for rate year 2026. This section of the report will review the maximum solid waste rates for Regularly Scheduled Services (Attachment L) and Additional Services (Attachment Q).

4.2 Residential Regularly Scheduled Service (Attachment L)

From the review of the rate index multiplier, it was concluded that the analysis developed by Recology appears to comply with the City's Agreement. The overall adjustment to revenues derived from rates for 2026 is a 1.45% increase in the existing rates. In developing the calculated maximum rates, Recology provided a schedule of the rates. HDR reviewed the calculated maximum rates to confirm that they use the appropriate multiplier. Presented below is a discussion of the present solid waste rates and the proposed 2026 rates for residential customers. Provided below in Table 4 – 1 are the proposed 2026 Residential rates for Schedule L (regularly scheduled services). Some minor rounding of the rates may occur for purposes of ease of administration.

Table 4 – 1
Summary of the Present and Proposed Residential Solid Waste Rates
(Regularly Scheduled - $/Month)

Schedule	Schedule Description	Present Monthly Rate	Proposed 2026 Rates	$/Month Change
R20G	Residential Waste - 20 Gallons	$41.03	$41.62	$0.59
R32G	Residential Waste - 32 Gallons	48.95	49.66	0.71
R64G	Residential Waste - 64 Gallons	96.36	97.76	1.40
R96G	Residential Waste - 96 Gallons	144.54	146.64	2.10

4.3 Commercial Carts Regularly Scheduled Service (Attachment L)

Some commercial waste customers have similar service to residential customers in that they have cart sizes that range from 20 gallons to 96 gallons. However, a difference between the residential and commercial service is the number of pickups per week where a commercial customer may choose their level of service (number of pickups per week). Presented in Table 4 – 2 is a summary of the current commercial rates and the calculated maximum rates for 2026. The maximum calculated rates assume a 1.45% increase from the present rates. Some minor rounding of the rates may occur for purposes of ease of administration.

Table 4 – 2
Summary of the Present and Calculated Max. Commercial Solid Waste Rates
(By Gallon Cart Size; Regularly Scheduled – $/Month)

Schedule		Collection – Times Per Week 1	2	3	4	5	6	7
C20G	**Commercial Waste – 20 Gallon**							
	Present 2025 Monthly Rate	$52.35	$107.69	$160.34	$220.12	$278.50	$348.47	$424.49
	Calculated Maximum 2026 Rate	53.11	109.25	162.66	223.31	282.54	353.52	430.65
	$/Month Change	0.76	1.56	2.32	3.19	4.04	5.05	6.16
C32G	**Commercial Waste – 32 Gallon**							
	Present 2025 Monthly Rate	$58.12	$119.66	$178.12	$244.57	$309.42	$387.17	$471.64
	Calculated Maximum 2026 Rate	58.96	121.40	180.70	248.12	313.91	392.78	478.48
	$/Month Change	0.84	1.74	2.58	3.55	4.49	5.61	6.84
C64G	**Commercial Waste – 64 Gallon**							
	Present 2025 Monthly Rate	$112.40	$226.80	$344.13	$462.71	$588.16	$716.74	$839.05
	Calculated Maximum 2026 Rate	114.03	230.09	349.12	469.42	596.69	727.13	851.22
	$/Month Change	1.63	3.29	4.99	6.71	8.53	10.39	12.17
C96G	**Commercial Waste – 96 Gallon**							
	Present 2025 Monthly Rate	$162.46	$332.78	$505.02	$683.13	$863.66	$1,087.16	$1,268.34
	Calculated Maximum 2026 Rate	164.82	337.61	512.34	693.04	876.18	1,102.92	1,286.73
	$/Month Change	2.36	4.83	7.32	9.91	12.52	15.76	18.39

As can be seen, the existing structure for commercial waste customers with carts has been maintained.

4.4 Commercial Waste Bins Regularly Scheduled Service

Other commercial customers have larger bins which range in size from 1 yard to 6 yards. These commercial waste customers also have the option of different levels of service and can select the number of pickups per week. Presented in Table 4 – 3 is a summary of the current commercial waste bin rates and the calculated maximum rates for 2026. The maximum calculated rates reflect a 1.45% increase from the present rates. Some minor rounding of the rates may occur for purposes of ease of administration.

Table 4 – 3
Summary of the Present and Calculated Max. Commercial Solid Waste Rates
(By Yard Cart Size; Regularly Scheduled – $/Month)

Schedule		Collection – Times Per Week 1	2	3	4	5	6	7
C1YG	**Commercial Waste - 1 Yard**							
	Present 2025 Monthly Rate	$272.61	$555.02	$842.26	$1,132.86	$1,425.79	$1,779.46	$2,099.54
	Calculated Maximum 2026 Rate	276.56	563.07	854.47	1,149.29	1,446.46	1,805.26	2,129.98
	$/Month Change	3.95	8.05	12.21	16.43	20.67	25.80	30.44
C2YG	**Commercial Waste - 2 Yard**							
	Present 2025 Monthly Rate	$548.36	$1,105.73	$1,668.35	$2,235.07	$2,809.80	$3,317.14	$3,928.58
	Calculated Maximum 2026 Rate	556.31	1,121.76	1,692.54	2,267.48	2,850.54	3,365.24	3,985.54
	$/Month Change	7.95	16.03	24.19	32.41	40.74	48.10	56.96
C2YG1	**Commercial Waste - 2 Yard**							
	Present 2025 Monthly Rate	$548.36	$1,105.73	$1,668.35	$2,235.07	$2,809.80	$3,317.14	$3,928.58
	Calculated Maximum 2026 Rate	556.31	1,121.76	1,692.54	2,267.48	2,850.54	3,365.24	3,985.54
	$/Month Change	7.95	16.03	24.19	32.41	40.74	48.10	56.96
C3YG	**Commercial Waste - 3 Yard**							
	Present 2025 Monthly Rate	$827.02	$1,664.02	$2,505.93	$3,350.35	$4,197.69	$5,095.81	$6,000.20
	Calculated Maximum 2026 Rate	839.01	1,688.15	2,542.27	3,398.93	4,258.56	5,169.70	6,087.20
	$/Month Change	11.99	24.13	36.34	48.58	60.87	73.89	87.00
C4YG	**Commercial Waste - 4 Yard**							
	Present 2025 Monthly Rate	$1,128.96	$2,277.43	$3,425.93	$4,587.49	$5,753.95	$6,968.80	$8,209.08
	Calculated Maximum 2026 Rate	1,145.33	2,310.45	3,475.61	4,654.01	5,837.38	7,069.85	8,328.11
	$/Month Change	16.37	33.02	49.68	66.52	83.43	101.05	119.03
C6YG	**Commercial Waste - 6 Yard**							
	Present 2025 Monthly Rate	$1,736.26	$3,521.40	$5,293.26	$7,050.05	$8,831.87	$10,676.95	$12,505.21
	Calculated Maximum 2026 Rate	1,761.44	3,572.46	5,370.01	7,152.28	8,959.93	10,831.77	12,686.54
	$/Month Change	25.18	51.06	76.75	102.23	128.06	154.82	181.33

As shown above, the existing structure for commercial waste customers with bins has also been maintained.

4.5 Commercial Organics Bins Regularly Scheduled Service

The rate charged for commercial organics is tied to the commercial waste rate. Commercial organics rates are charged at 70% of the commercial waste rate, for a comparable size bin. Similar to the commercial waste bin customers, commercial organics customers have bins which range in size from 1 yard to 6 yards. Additionally, the commercial organics customers also have the option of different levels of service and can select the number of pickups per week. Presented in Table 4 – 4 is a summary of the current commercial organics bin rates and the calculated maximum rates for 2026. The maximum calculated rates assume a 1.45% increase from the present rates. Some rounding of the rates may occur for purposes of ease of administration.

Table 4 – 4
Summary of the Present and Calculated Maximum Commercial Organics
(By Bin Size in Yards; Regularly Scheduled – $/Month)

Schedule		Collection – Times Per Week 1	2	3	4	5	6	7
C1YO	**Commercial Organics- 1 Yard**							
	Present 2025 Monthly Rate	$190.84	$388.50	$589.57	$793.00	$998.06	$1,245.63	$1,469.69
	Calculated Maximum 2026 Rate	193.61	394.13	598.12	804.50	1,012.53	1,263.69	1,491.00
	$/Month Change	2.77	5.63	8.55	11.50	14.47	18.06	21.31
C2YO	**Commercial Organics - 2 Yard**							
	Present 2025 Monthly Rate	$383.86	$773.99	$1,167.86	$1,564.54	$1,966.83	$2,321.99	$2,750.01
	Calculated Maximum 2026 Rate	389.43	785.21	1,184.79	1,587.23	1,995.35	2,355.66	2,789.89
	$/Month Change	5.57	11.22	16.93	22.69	28.52	33.67	39.88
C3YO	**Commercial Organics - 3 Yard**							
	Present 2025 Monthly Rate	$578.90	$1,164.85	$1,754.16	$2,345.25	$2,938.37	$3,567.07	$4,200.14
	Calculated Maximum 2026 Rate	587.29	1,181.74	1,779.60	2,379.26	2,980.98	3,618.79	4,261.04
	$/Month Change	8.39	16.89	25.44	34.01	42.61	51.72	60.90
C4YO	**Commercial Organics - 4 Yard**							
	Present 2025 Monthly Rate	$790.28	$1,594.20	$2,398.14	$3,211.25	$4,027.75	$4,878.21	$5,746.36
	Calculated Maximum 2026 Rate	801.74	1,617.32	2,432.91	3,257.81	4,086.15	4,948.94	5,829.68
	$/Month Change	11.46	23.12	34.77	46.56	58.40	70.73	83.32
C6YO	**Commercial Organics - 6 Yard**							
	Present 2025 Monthly Rate	$1,215.39	$2,464.99	$3,705.27	$4,935.04	$6,182.32	$7,473.85	$8,753.64
	Calculated Maximum 2026 Rate	1,233.01	2,500.73	3,759.00	5,006.60	6,271.96	7,582.22	8,880.57
	$/Month Change	17.62	35.74	53.73	71.56	89.64	108.37	126.93

The commercial organics bin rates have maintained the existing rate structure.

4.6 Commercial Organics Carts Regularly Scheduled Service

Commercial customers can also have the smaller gallon-sized carts for organic waste. Presented in Table 4 – 5 is a summary of the current commercial organics cart rates and the calculated maximum rates for 2026. The maximum calculated rates assume a 1.45% increase from the present rates. Some minor rounding of the rates may occur for purposes of ease of administration.

Table 4 – 5
Summary of the Present and Calculated Maximum Commercial Organics
(By Gallon Cart Size; Regularly Scheduled - $/Month)

Schedule		Collection – Times Per Week 1	2	3	4	5	6	7
C32O	**Commercial Organics – 32 Gallon**							
	Present 2025 Monthly Rate	$40.71	$83.76	$124.68	$171.22	$216.60	$271.05	$330.17
	Calculated Maximum 2026 Rate	41.30	84.97	126.49	173.70	219.74	274.98	334.96
	$/Month Change	0.59	1.21	1.81	2.48	3.14	3.93	4.79
C64O	**Commercial Organics – 64 Gallon**							
	Present 2025 Monthly Rate	$78.70	$158.76	$240.88	$323.92	$411.72	$501.68	$587.33
	Calculated Maximum 2026 Rate	79.84	161.06	244.37	328.62	417.69	508.95	595.85
	$/Month Change	1.14	2.30	3.49	4.70	5.97	7.27	8.52
C96O	**Commercial Organics – 96 Gallon**							
	Present 2025 Monthly Rate	$113.72	$232.94	$353.51	$478.18	$604.56	$761.00	$887.84
	Calculated Maximum 2026 Rate	115.37	236.32	358.64	485.11	613.33	772.03	900.71
	$/Month Change	1.65	3.38	5.13	6.93	8.77	11.03	12.87

The commercial organics cart rates have maintained the existing rate structure.

4.7 Other Miscellaneous Solid Waste Rates

The solid waste rates also include other solid waste rates for multi-family customers. The maximum calculated rates assume a 1.45% increase from the present rates. Some minor rounding of the rates may occur for purposes of ease of administration. These rates are shown below in Table 4 – 6.

Table 4 – 6
Summary of the Present and Calculated Maximum Compactor Rates
(Regularly Scheduled - $/Month)

Schedule		Collection – Times Per Week 1	2	3	4	5	6	7
C3CG	**Commercial Waste 3 Yard Compactor**							
	Present 2025 Monthly Rate	$1,985.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Calculated Maximum 2026 Rate	2,014.69	0.00	0.00	0.00	0.00	0.00	0.00
	$/Month Change	28.80	0.00	0.00	0.00	0.00	0.00	0.00
C15CG	**Commercial Waste 1.5 Yard Compactor**							
	Present 2025 Monthly Rate	$993.10	$1,986.21	$2,979.31	$3,972.42	$4,965.52	$5,958.63	$6,951.73
	Calculated Maximum 2026 Rate	1,007.50	2,015.01	3,022.51	4,030.02	5,037.52	6,045.03	7,052.53
	$/Month Change	14.40	28.80	43.20	57.60	72.00	86.40	100.80
C15CO	**Commercial Organics 1.5 Yard Compactor**							
	Present 2025 Monthly Rate	$695.18	$1,390.35	$2,085.52	$2,780.69	$3,475.87	$4,171.04	$4,866.22
	Calculated Maximum 2026 Rate	705.26	1,410.51	2,115.76	2,821.01	3,526.27	4,231.52	4,936.78
	$/Month Change	10.08	20.16	30.24	40.32	50.40	60.48	70.56
	Solid Waste Compactor Rate Per Yard							
	Present 2025 Monthly Rate	$152.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Calculated Maximum 2026 Rate	155.00	0.00	0.00	0.00	0.00	0.00	0.00
	$/Month Change	2.22	0.00	0.00	0.00	0.00	0.00	0.00

4.8 Rates for Additional Services (Attachment Q)

Recology also provides a number of services that are not considered "Regularly Scheduled" services and are not included as a part of the Attachment L rates discussed above. These services are considered "Additional Services" (i.e., Schedule Q) and as discussed in Section 2, they are adjusted using a cost index for general inflation.

The Maximum Rate set forth in Attachment Q is adjusted annually by multiplying the then effective April CPI-U General for the year in which rates are set and divided by the April CPI-U General from the year prior to the year in which rates are set. For rate year 2026, the April CPI-U-General is 355.707 for 2025 and the April CPI-U-General for 2024 is 351.247. Therefore, each Maximum Rate is multiplied by the April CPI-U-General for 2025 and divided by the April CPI-U-General for 2024. This resulted in an overall rate increase of 1.27% (355.707 / 351.247) for Attachment Q rates effective in 2026 for additional services. Details of the Additional Service rates (Schedule Q) can be found in Technical Appendix B.

4.9 Summary

HDR reviewed the Recology rate calculation and concluded that the resulting maximum solid waste rates for both regularly scheduled services (Attachment L) and additional services (Attachment Q) for rate year 2026 were calculated in a manner which reflects the intent of the Agreement.

5 Summary of the Solid Waste Rate Findings, Conclusions and Recommendations

5.1 Introduction

This report has reviewed the calculated Maximum Rates as developed by Recology. HDR used a systematic process to review the base-year costs, along with the resulting maximum rates for regularly scheduled services.

5.2 Summary Findings, Conclusions and Recommendations

HDR has confirmed that the rate adjustment application and the accompanying maximum rate schedules submitted by Recology meet the requirements of the Agreement. On September 9, 2025, HDR will present the proposed 2026 rate adjustments of 1.45% for regularly scheduled services, Schedule L, and 1.27% for unscheduled services, Schedule Q, to the City Council. If accepted by the City Council, a public hearing will be set and a customer notification mailed to the City's customers.

5.3 Looking Ahead – Future Rate Adjustment to 2027

The 2027 rate adjustment will include CPI value adjustment components for the current year (2026 for rate year 2027) compared to the 2020 CPI value components and the adjusted 2021 Total Target Revenue. As noted in Section 3, annual depreciation expense will be updated in 2027. This will result in a change to the City's rates based on the overall level of change. The multiplier will be based on the 2027 Total Target Revenue compared to the 2026 Total Target Revenue of $10,082,878.

5.4 Summary

This completes the review conducted by HDR for the City of Belmont on the proposed 2026 Solid Waste rates. This report has met the City's requirement to conduct a due diligence review on the proposed compensation to Recology and the resulting regularly scheduled and additional services solid waste rates.

Technical Appendix A – Attachment L Rates
Regularly Scheduled Services

The following tables specify Maximum Allowable Rates for Regularly Scheduled Services. These Maximum Rates shall be adjusted annually in accordance with Article 11. The following Attachment L rates are the proposed 2026 rates.

Attachment L
Maximum Rate Schedule
Effective January 1, 2026 to December 31, 2026
Monthly Rate

RESIDENTIAL CARTS

	Cart Size (in Gallons)			
	20	**32**	**64**	**96**
1 Pickup Per Week	$41.62	$49.66	$97.76	$146.64

Residential customers are billed based on their Garbage Cart size.
The monthly rate above includes the following:

- One (1) Garbage Cart provided to customer
- Curbside Household Hazardous Waste Collection
- One (1) 64-Gallon Recycling Cart and (1) 96-Gallon Yard Waste Cart

Attachment L
Maximum Rate Schedule
Effective January 1, 2026 to December 31, 2026
Monthly Rate

COMMERCIAL CARTS

		Cart Size (in Gallons)			
		20	32	64	96
# of Pickups Per Week	1	$53.11	$58.96	$114.03	$164.82
	2	109.25	121.40	230.09	337.61
	3	162.66	180.70	349.12	512.34
	4	223.31	248.12	469.42	693.04
	5	282.54	313.91	596.69	876.18
	6	353.52	392.78	727.13	1,102.92
	7	430.65	478.48	851.22	1,286.73

The monthly rate above includes the following:
One (1) Garbage Cart
Recycling Cart

COMMERCIAL CARTS ORGANICS

		Cart Size (in Gallons)		
		32	64	96
# of Pickups Per Week	1	$41.30	$79.84	$115.37
	2	84.97	161.06	236.32
	3	126.49	244.37	358.64
	4	173.70	328.62	485.11
	5	219.74	417.69	613.33
	6	274.98	508.95	772.03
	7	334.96	595.85	900.71

Note: Organics containers are charged at seventy percent (70%) of the similar Garbage commercial cart rate above container size and service levels for Garbage, representing a thirty percent (30%) discount

Attachment L
Maximum Rate Schedule
Effective January 1, 2026 to December 31, 2026
Monthly Rate

COMMERCIAL BINS

		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	$276.56	$556.31	$839.01	$1,145.33	$1,761.44
	2	563.07	1,121.76	1,688.15	2,310.45	3,572.46
	3	854.47	1,692.54	2,542.27	3,475.61	5,370.01
	4	1,149.29	2,267.48	3,398.93	4,654.01	7,152.28
	5	1,446.46	2,850.54	4,258.56	5,837.38	8,959.93
	6	1,805.26	3,365.24	5,169.70	7,069.85	10,831.77
	7	2,129.98	3,985.54	6,087.20	8,328.11	12,686.54

The monthly rate above includes the following:

One (1) Garbage Bin

Recycling container at customer's requested size

COMMERCIAL BINS ORGANICS

		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	$193.61	$389.43	$587.29	$801.74	$1,233.01
	2	394.13	785.21	1,181.74	1,617.32	2,500.73
	3	598.12	1,184.79	1,779.60	2,432.91	3,759.00
	4	804.50	1,587.23	2,379.26	3,257.81	5,006.60
	5	1,012.53	1,995.35	2,980.98	4,086.15	6,271.96
	6	1,263.69	2,355.66	3,618.79	4,948.94	7,582.22
	7	1,491.00	2,789.89	4,261.04	5,829.68	8,880.57

Note: Organics containers are charged at seventy percent (70%) of the similar garbage container size above and service level for garbage, representing a thirty percent (30%) discount

Attachment L
Maximum Rate Schedule
Effective January 1, 2026 to December 31, 2026
Monthly Rate

COMPACTORS							
	# of Pickups Per Week						
	1	2	3	4	5	6	7
Commercial Waste 3 Yard Compactor	$2,014.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Commercial Waste 1.5 Yard Compactor	$1,007.50	$2,015.01	$3,022.51	$4,030.02	$5,037.52	$6,045.03	$7,052.53
Commercial Organics 1.5 Yard Compactor	$705.26	$1,410.51	$2,115.76	$2,821.01	$3,526.27	$4,231.52	$4,936.78
Solid Waste Compactor Rate Per Yard	$155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

The monthly fee above includes the following:
Recycling container at customer's requested size

Technical Appendix B – Attachment Q Rates Additional Services

The following table specifies the Maximum Allowable Rates for Additional Services. These Maximum Rates shall be adjusted annually in accordance with Article 11. The following Attachment Q rates are the proposed 2026 rates.

Schedule Q
Additional Services (Continued)

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Maximum Rate in the table at the end of this Attachment	See Maximum Rate in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Section 5.02.B, 5.02.C; 8.02 B	A - No more than 10% of base monthly Maximum Rate of the Collection Rate for each Container requiring Long Distance Service B - 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service	A - Distance greater than 50 feet and less than or equal to 100 feet B - Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
3	Container Relocation Service	Section 5.02.B and 8.02.B	A - 12% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service B - 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service	A - Distance greater than 50 feet and less than or equal to 100 feet B - Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
4	On-Call, Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Section 5.02.A, 5.02.B, and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week.	Per Collection event per Container for Collection requested by Customer

Schedule Q
Additional Services (Continued)

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 5.02.A, B, C; 5.03.A, B, C; 5.04.A, B, C	$21.19 for SFD $21.19 for Commercial, Mixed Use, and MFD	Per Collection event (i.e. request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A and 5.04.A	$1.39 per Recycling Cart $4.21 per Organic Materials Cart	Per Cart month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	$115.18	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.12)
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A and 8.02.F	25% of base monthly Solid Waste Rate for the size of Container Collected once per week plus Return Trip Fee if applicable	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B
9	Lock Service (Key Service)	Section 8.02.B	A - $12.00 per usage B - $13.41 per usage	Monthly cost: A-Residential Customers B-Commercial Customers
10	Lock Purchase	Section 8.02.B	$24.01 per lock	Per lock

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate or $11.28 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A - $70.62 B - $120.05	A - per Cart B - per Bin or Drop-Box Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D.
14	Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A - $91.80 B - $105.93 C - $120.05	A - per 32 gallon Cart B - per 64 gallon Cart C - per 96 gallon Cart Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D.
15	Additional Confidential Document Destruction Service Event	Section 5.07	$1,694.72	Per event

Schedule Q
Additional Services (Continued)

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
16	Additional Compost Material Delivery	Section 5.11	A - $176.52 per delivery B - $353.08 per delivery	A - "One-way" only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B - "Round-trip" delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	$28,810.47 per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
18	Collection for Agency-Sponsored and Non-Agency Sponsored Community Events	Section 5.08	A - $4,236.82 B - $7,061.38 C - $10,592.08	A - One day event with a projected 2,500 or fewer attendees B - One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C - One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day

Schedule Q
Additional Services (Continued)

Backyard Collection Service Charge for Single Family Dwellings (Section 5.02.A)				
Distance from Curb**	**One (1) Solid Waste Cart**	**Two (2) Solid Waste Carts**	**Three (3) Solid Waste Carts**	**Four (4) Solid Waste Carts**
Distance <= 50 feet	$25.40	$40.54	$81.14	$121.68
50 < Distance <= 100 feet	29.66	44.81	85.36	125.93
100 < Distance <= 150 feet	33.87	49.03	89.57	130.16
150 < Distance <= 200 feet	38.14	53.28	93.82	134.42
200 < Distance <= 250 feet	42.36	57.50	98.08	138.65
250 < Distance <= 300 feet	46.60	61.73	102.31	142.86
300 < Distance <= 350 feet	50.85	65.97	106.56	147.09
Each additional 50 foot increment over 350 feet	Amount equal the difference between the Charge for 250 to 300 feet and 300 to 350 feet			

* Backyard Collection Service Charges are charges added to the base monthly rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.

** Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.

Technical Appendix C – Proposition 218 Notice

Recology
San Mateo County
WASTE ZERO

July 31, 2025

Ms. Nisha Patel
Director of Public Works
City of Belmont
One Twin Pines Lane, Suite 320
Belmont, CA 94002

Re: Rate Year 2026 Rate Application

Dear Ms. Patel:

Enclosed is our Rate Year 2026 Rate Application, Calculation of Actual Disposal Expense (April 2024 through March 2025), Calculation of Projected Disposal Costs (April 2025 – March 2026), Performance Incentive/Disincentive schedule, Attachment L for 2026, CPI index data from the Bureau of Labor Statistics and Attachment Q schedules for 2026.

In accordance with Article 11 of the Franchise Agreement for Recyclable Materials, Organic Materials and Solid Waste Collection Services, we applied the following methodology to our calculations:

- **Wages for CBAs Component** – Multiplied the Wage Component of $1,310,584 by the CPI-W-Wages Index for April 2025 (352.077) and divided that by the CPI-W-Wages Index for April 2020 (290.304). The calculated Wages for CBAs Component for Rate Year 2026 is $1,589,460.

- **Benefits for CBAs Component** – Multiplied the Benefits Component of $608,287 by the CPI-W-Medical Index for April 2025 (576.988) and divided that by the CPI-W-Medical Index for April 2020 (517.053). The calculated Benefits for CBAs Component for Rate Year 2026 is $678,798.

- **Payroll Taxes Component** – Multiplied the Wages for CBAs Component of $1,589,460 by the effective payroll tax rate of 8.1%. The calculated Payroll Taxes Component for Rate Year 2026 is $128,746.

- **Workers Compensation Insurance Component** – Multiplied the Workers Compensation Insurance Component of $93,961 by the CPI-W-Wages Index for April 2025 (352.077) and divided that by the CPI-W-Wages Index for April 2020 (290.304). The calculated Workers Compensation Insurance Component for Rate Year 2026 is $113,955.

- **Direct Fuel Component** - Multiplied the Direct Fuel Component of $169,992 by CPI-U-Motor Fuel Index for April 2025 (358.556) and divided that by the CPI-U-Motor Fuel

Index for April 2020 (209.994). The calculated Direct Fuel Component for Rate Year 2026 is $290,254.

- **General Expenses Direct Component** – Multiplied the General Expenses Direct Component of $191,163 by the CPI-U-General Index for April 2025 (355.707) and divided that by the CPI-U-General Index for April 2020 (298.074). The calculated General Expenses Direct Component for Rate Year 2026 is $228,125.

- **General Expenses Indirect Component** – Multiplied the General Expenses Indirect Component of $1,020,220 by the CPI-U-General Index for April 2025 (355.707) and divided that by the CPI-U-General Index for April 2020 (298.074). The calculated General Expenses Indirect Component for Rate Year 2026 is $1,217,481.

- **RethinkWaste Approved SB 1383 Costs Component** – Multiplied the RethinkWaste Approved SB 1383 Costs Component of $18,124 by the CPI-U-General Index for April 2025 (355.707) and divided that by the CPI-U-General Index for April 2023 (338.496). The calculated RethinkWaste Approved SB 1383 Costs Component for Rate Year 2026 is $19,046.

- **Disposal Costs Component** – The Disposal Costs Component equals (i) Contractor's reasonable good faith projection of Disposal Costs for the period from April 1 of the Current Year through March 31 of the Adjustment Year ($2,455,449), *plus* (ii) Contractor's actual Disposal Costs for the period from April 1 of the Prior Year through March 31 of the Current Year ($2,347,997), *minus* (iii) Contractor's previous projection of Disposal Costs for the period described in clause (ii) ($2,434,527). The calculation of projected disposal costs used in (i) assumed volumes delievered to the Designated Disposal Site using actual volumes delivered during the quarter July 1, 2024 through June 30, 2025. The disposal rates are the anticipated rates for 2025 and 2026 at the Designated Disposal Site. The total Disposal Component equals $2,368,919 ($2,455,449 + $2,347,997 - $2,434,527).

- **Performance-Based Component** – Incentives and disincentives were reviewed by RRS consultants and are included in the rate year 2026 compensation application. Incentives total $0 and disincentives total $ 5,776 for a combined disincentive amount of $5,776.

Based on the calculations described above, the Total Target Revenue increase for Rate Year 2026 is 1.45%. The Rate Year 2026 Rate Application includes a calculation of the Potential Cap Carry Forward of $ zero. The Attachment L for 2026 is calculated at 1.45%.

If you have any questions, or need any additional information, please call me at (650) 595-3900.

Sincerely,

Marcus Mirt
General Manager
Recology San Mateo County

Recology San Mateo County
City of Belmont
Refuse Rate Index Calculation

Cost Description	Basis for Adjustment	RethinkWaste Adjusted 2021 Values	RethinkWaste Approved SB 1383 Costs	RethinkWaste Adjusted 2021 Plus SB 1383	April 2020 CPI Index	April 2025 CPI Index	Adjusted 2026 Rate Year Compensation	
Direct Labor Related								
Wages for CBA's	CPI-W: CWURS49BSA0	1,310,584		1,310,584	290.304	352.077	1,589,460	
Benefits for CBA's	CPI-W-Medical: CUUR0000SAM	608,287		608,287	517.053	576.988	678,798	
Payroll Taxes	Effective Rate: 8.1%	109,005		109,005	na	na	128,746	
Workers Compensation	CPI-W: CWURS49BSA0	93,961		93,961	290.304	352.077	113,955	
Direct Fuel Costs	CPI-U-Motor Fuel: CUURS49BSET	169,992		169,992	209.994	358.556	290,254	
General Expenses Direct	CPI-U: CUURS49BSA0	191,163		191,163	298.074	355.707	228,125	
General Expenses Indirect	CPI-U: CUURS49BSA0	1,020,220		1,020,220	298.074	355.707	1,217,481	
RethinkWaste Approved SB 1383 C	CPI-U: CUURS49BSA0	-	18,124	18,124	338.496	355.707	19,046	(1)
General Expenses Depreciation	Fixed	281,317		281,317	na	na	281,317	
Profit Calculation	Operating Ratio of 90.5%	397,271		397,271	na	na	477,328	
Interest	Fixed	73,679		73,679	na	na	73,679	
Performance Incentives	Based on Annual Report	-		-	na	na	-	
Performance Disincentives	Based on Annual Report	-		-	na	na	(5,776)	
Base Contractor's Compensation		**4,255,478**	**18,124**	**4,273,602**			**5,092,412**	
Disposal Cost Component (i)	Projected Next Rate Year	1,732,663					2,455,449	
Disposal Cost Component (ii)	Actual Prior Year						2,347,997	
Disposal Cost Component (iii)	Less Projected Prior Year						(2,434,527)	
Agency Payments		2,051,120					2,621,549	
Total Contractor Compensation		**8,039,261**		**8,057,385**			**10,082,879**	

(1) Note: The SB 1383 cost of $18,124 is added to base costs starting in rate year 2024 and is subject to CPI-U adjustment beginning in rate year 2025 using the beginning CPI Index from April 2023 rather than April 2020.

	2026
Total Contractor Compensation	10,082,879
Cap Carry Forward 11.11	-
Total Target Revenue	**10,082,879**
2025 Target Revenue	9,938,659
Adjustment Multiplier	1.45%

5% Cap Calculation 11.11	
Adjusted Contractor's Compensation 2026	5,098,188
Adjusted Contractor's Compensation 2025	5,051,777
difference	46,410
5 % of Adjusted Contractor's Compensation 2025	252,589
Potential Cap Carry Forward	0

Recology San Mateo County

City of Belmont

Actual Disposal Calculation (Apr 2024 - Mar 2025)

Rate Year 2026

BELMONT CITY VEHICLES

	Solid Waste	Green/Org	Bulky Items	Solid Waste	Green/Org	Dirt	C&D	Asphalt	Each Refrigerators
APR	650.48	488.62	3.53	42.97	4.64	95.75			
MAY	636.66	490.32	1.62	37.48	9.70	24.47			
JUN	558.93	385.35	2.40	35.75	11.96	43.85			1
JUL	643.61	424.09	1.25	42.05	17.20	82.61		38.37	
AUG	600.12	403.97	1.70	37.57	0.60	38.20	0.41	3.50	
SEP	590.02	369.76	1.67	37.95	7.87	36.04		5.99	
OCT	616.62	417.05	0.55	48.75	7.20	32.58			
NOV	581.85	421.91	3.64	50.12	8.47	57.11			
DEC	718.98	443.02	2.74	40.83	8.72	1.74			
subtotal Apr - Dec 2024	5597.27	3844.09	19.10	373.47	76.36	412.35	0.41	47.86	1
JAN	656.33	419.39	0.20	34.80	2.20	16.01	0.93	18.62	
FEB	607.78	344.45	1.95	28.16		14.77	0.14	33.25	1
MAR	617.99	380.11	7.83	40.06	0.24	57.78			
subtotal Jan - Mar 2025	1882.10	1143.95	9.98	103.02	2.44	88.56	1.07	51.87	1
RethinWaste Total	7479.37	4988.04	29.08	476.49	78.80	500.91	1.48	99.73	2
Rate Apr 2024 - Dec 2024	$165.00	$178.00	$165.00	$165.00	$178.00	$146.00	$165.00	$170.00	$58.00
Rate Jan 2025 - Mar 2025	$176.55	$190.46	$176.55	$176.55	$190.46	$150.00	$176.55	$178.50	$60.00
Per Item Cost	$1,255,834.44	$902,124.70	$4,913.47	$79,810.73	$14,056.80	$73,487.10	$256.56	$17,395.00	$118.00
Total Disposal	$2,347,996.80								

Recology San Mateo County

City of Belmont
Projected Disposal Calculation (Apr 2025 - Mar 2026)
Rate Year 2026

				BELMONT CITY VEHICLES					
	Solid Waste	Green/Org	Bulky Items	Solid Waste	Green/Org	Dirt	C&D	Asphalt	Each Refrigerator
APR (Actual)	556.11	431.57	0.50	37.22	7.18	63.75	20.78	9.98	
MAY (Actual)	587.15	431.05	2.66	39.07	2.41	21.41	0.31	19.25	
JUN (Actual)	591.75	398.43	1.17	21.13	1.73	44.34			
JUL	643.61	424.09	1.25	42.05	17.20	82.61	0.00	38.37	0.00
AUG	600.12	403.97	1.70	37.57	0.60	38.20	0.41	3.50	0.00
SEP	590.02	369.76	1.67	37.95	7.87	36.04	0.00	5.99	0.00
OCT	616.62	417.05	0.55	48.75	7.20	32.58	0.00	0.00	0.00
NOV	581.85	421.91	3.64	50.12	8.47	57.11	0.00	0.00	0.00
DEC	718.98	443.02	2.74	40.83	8.72	1.74	0.00	0.00	0.00
subtotal Apr - Dec	5,486.21	3,740.85	15.88	354.69	61.38	377.78	21.50	77.09	0.00
JAN	656.33	419.39	0.20	34.80	2.20	16.01	0.93	18.62	0.00
FEB	607.78	344.45	1.95	28.16	0.00	14.77	0.14	33.25	1.00
MAR	617.99	380.11	7.83	40.06	0.24	57.78	0.00	0.00	0.00
subtotal Jan - Mar	1,882.10	1,143.95	9.98	103.02	2.44	88.56	1.07	51.87	1.00
RethinWaste Total	7,368.31	4,884.80	25.86	457.71	63.82	466.34	22.57	128.96	1.00
Rates Apr 2025 - Dec 2025	$176.55	$190.46	$176.55	$176.55	$190.46	$150.00	$176.55	$178.50	$60.00
Rates Jan 2026 - Mar 2026	$185.38	$199.98	$185.38	$185.38	$199.98	$157.50	$185.38	$187.43	$63.00
Per Item Cost	$ 1,317,494.22	$ 941,249.37	$ 4,653.71	$ 81,718.37	$ 12,178.39	$ 70,615.20	$ 3,994.18	$ 23,482.56	$ 63.00
Total Disposal	$ 2,455,449.00								

Recology San Mateo County
Incentives and Disincentives
Year 2024

Performance Incentive/Disincentive Payments 2024

	Performance Incentives and Disincentives				
Member Agency	SFD and Commercial Missed P/U Events	Average Speed of Answer	90 Second Max Hold Time	Diversion	Maximum Incentives and Disincentives[1]
Belmont	$1,232	$9,291	$4,380	($3,538)	$5,776
Burlingame	$1,736	$21,059	$9,927	($8,020)	$12,034
East Palo Alto	$1,064	$14,961	$7,053	($5,697)	$8,380
Foster City	$784	$13,018	$6,137	($4,958)	$7,150
Hillsborough	$112	$3,390	$1,598	($1,291)	$1,770
Menlo Park	$1,344	$19,209	$9,055	($7,315)	$10,737
North Fair Oaks	$1,736	$7,324	$3,453	($2,789)	$5,318
Redwood City	$2,128	$44,032	$20,756	($16,768)	$23,660
San Carlos	$1,848	$15,815	$7,455	($6,023)	$9,581
San Mateo	$2,856	$49,489	$23,329	($18,847)	$27,057
County Franchised Area	$168	$4,875	$2,298	($1,856)	$2,552
WBSD	$112	$2,034	$959	($775)	$1,107
Total	$15,121	$204,497	$96,399	($77,877)	$115,121

Negative number in parenthesis denotes Incentive payment due to Recology.

[1]In accordance with Attachment I, the maximum annual incentive or disincentive, except for Single-Family and Commercial Missed Pick-up Events is $100,000 or ($100,000).

Recology San Mateo County
City of Belmont
Attachment L
Rate Year 2026

Adjustment Multiplier 1.45%

RESIDENTIAL RATES

R20G	RES WASTE 20G	41.62
R32G	RES WASTE 32 GAL	49.66
R64G	RES WASTE 64 GAL	97.76
R96G	RES WASTE 96 GAL	146.64

COMMERCIAL/MULTI FAMILY RATES

		Times Per Week						
		1	2	3	4	5	6	7
C1YG	COMML WASTE 1 YD	276.56	563.07	854.47	1,149.29	1,446.46	1,805.26	2,129.98
C1YO	COMML ORGANICS 1 YD	193.61	394.13	598.12	804.50	1,012.53	1,263.69	1,491.00
C15CG	COMML WASTE 1.5 YD COMPACTOR	1,007.50	2,015.01	3,022.51	4,030.02	5,037.52	6,045.03	7,052.53
C15CO	COMML ORGANICS 1.5 YD COMPACTOR	705.26	1,410.51	2,115.76	2,821.01	3,526.27	4,231.52	4,936.78
C20G	COMML WASTE 20 GALLON	53.11	109.25	162.66	223.31	282.54	353.52	430.65
C2YG1	COMML WASTE 2 YD	556.31	1,121.76	1,692.54	2,267.48	2,850.54	3,365.24	3,985.54
C2YO	COMML ORGANICS 2 YD	389.43	785.21	1,184.79	1,587.23	1,995.35	2,355.66	2,789.89
C32G	COMML WASTE 32 GALLON	58.96	121.40	180.70	248.12	313.91	392.78	478.48
C32O	COMML ORGANICS 32 GAL	41.30	84.97	126.49	173.70	219.74	274.98	334.96
C3CG	COMML WASTE 3 YD COMPACTOR	2,014.69	0.00	0.00	0.00	0.00	0.00	0.00
C3YG	COMML WASTE 3 YD	839.01	1,688.15	2,542.27	3,398.93	4,258.56	5,169.70	6,087.20
C3YO	COMML ORGANICS 3 YD	587.29	1,181.74	1,779.60	2,379.26	2,980.98	3,618.79	4,261.04
C4YG1	COMML WASTE 4 YD	1,145.33	2,310.45	3,475.61	4,654.01	5,837.38	7,069.85	8,328.11
C4YO	COMML ORGANICS 4 YD	801.74	1,617.32	2,432.91	3,257.81	4,086.15	4,948.94	5,829.68
C64G	COMML WASTE 64 GALLON	114.03	230.09	349.12	469.42	596.69	727.13	851.22
C64O	COMML ORGANICS 64 GAL	79.84	161.06	244.37	328.62	417.69	508.95	595.85
C6YG1	COMML WASTE 6 YD	1,761.44	3,572.46	5,370.01	7,152.28	8,959.93	10,831.77	12,686.54
C6YO	COMML ORGANICS 6 YD	1,233.01	2,500.73	3,759.00	5,006.60	6,271.96	7,582.22	8,880.57
C96G	COMML WASTE 96 GALLON	164.82	337.61	512.34	693.04	876.18	1,102.92	1,286.73
C96O	COMML ORGANICS 96 GAL	115.37	236.32	358.64	485.11	613.33	772.03	900.71

SOLID WASTE COMPACTOR RATE PER YARD	155.00

CPI for Urban Wage Earners and Clerical Workers (CPI-W)
Original Data Value

Series Id: CWURS49BSA0
Not Seasonally Adjusted
Series Title: All items in San Francisco-Oakland-Hayward, CA, urban wage earners and clerical workers, not seasonally adjusted
Area: San Francisco-Oakland-Hayward, CA
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015		249.809		252.875		254.736		256.060		256.107		255.492	253.910	252.041	255.780
2016		257.141		259.386		261.017		262.326		264.026		263.222	260.830	258.715	262.946
2017		265.569		268.896		269.508		269.827		271.272		271.342	268.990	267.426	270.555
2018		275.699		278.039		280.219		281.536		283.183		283.278	279.572	277.035	282.110
2019		284.758		288.266		288.581		288.514		291.707		289.456	288.192	286.615	289.770
2020		292.010		290.304		292.420		293.062		294.442		295.687	292.601	291.297	293.906
2021		297.170		302.294		304.971		307.423		309.656		312.019	304.602	300.275	308.928
2022		316.463		322.021		328.137		325.932		329.331		326.465	323.900	320.408	327.391
2023		331.875		333.478		335.725		336.663		337.698		335.597	334.662	332.718	336.605
2024		341.595		346.671		345.789		344.633		345.472		342.582	343.886	343.520	344.253
2025		350.836		352.077		352.456								350.453	

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SAM
Not Seasonally Adjusted
Series Title: Medical care in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Medical care
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	440.969	442.783	444.020	446.663	447.213	446.271	446.773	446.536	447.289	450.065	451.371	451.072	444.653	448.851
2016	454.175	458.295	458.620	459.994	461.230	462.075	464.164	468.379	469.154	469.230	469.333	469.447	459.065	468.285
2017	471.700	474.546	474.561	473.582	473.512	474.360	476.126	476.869	476.485	477.121	477.198	477.802	473.710	476.934
2018	481.060	482.897	483.984	484.034	484.853	486.019	485.193	484.172	484.708	485.269	486.886	487.409	483.808	485.606
2019	490.204	491.227	492.306	493.331	494.928	495.563	497.687	500.916	501.468	506.100	507.541	509.689	492.927	503.900
2020	512.149	513.923	515.605	517.053	519.194	520.734	522.686	523.295	522.528	520.725	519.848	518.766	516.443	521.308
2021	522.133	524.207	524.734	524.585	523.918	522.989	524.219	525.247	524.818	527.564	528.877	530.026	523.761	526.792
2022	535.048	536.932	539.739	541.515	543.488	546.717	549.562	553.429	556.323	554.043	550.844	551.002	540.573	552.534
2023	551.422	549.487	547.805	547.219	547.420	547.432	546.698	548.082	548.431	549.762	551.769	553.485	548.464	549.705
2024	557.215	557.236	559.935	561.612	564.249	565.301	564.039	564.407	566.266	567.870	568.773	569.189	560.925	566.757
2025	571.899	573.320	574.739	576.988	578.250	580.978							576.029	

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49BSETB
Not Seasonally Adjusted
Series Title: Motor fuel in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
Area: San Francisco-Oakland-Hayward, CA
Item: Motor fuel
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015	193.209	209.050	250.324	240.323	269.479	253.019	257.434	247.551	223.945	208.973	202.552	196.642	229.375	235.901	222.850
2016	195.010	178.296	191.074	202.420	208.843	213.139	209.663	197.818	204.532	207.138	200.994	200.151	200.757	198.130	203.383
2017	208.379	212.552	223.591	224.219	229.642	227.099	218.805	221.035	233.253	227.464	236.297	232.445	224.565	220.914	228.217
2018	239.938	248.958	254.538	264.816	276.100	277.231	275.852	273.651	274.578	284.833	278.051	264.929	267.790	260.264	275.316
2019	255.355	251.375	259.552	290.028	297.662	280.364	272.104	263.865	268.181	300.258	286.954	261.728	273.952	272.389	275.515
2020	254.945	251.171	235.263	209.994	208.040	220.382	229.239	236.785	239.082	236.633	236.201	237.489	232.935	229.966	235.905
2021	246.145	253.600	277.844	289.079	301.702	310.278	315.657	322.785	321.903	330.112	343.726	342.260	304.591	279.775	329.407
2022	340.187	343.538	408.338	414.030	435.497	464.377	428.878	391.441	401.663	435.974	383.334	325.704	397.747	400.995	394.499
2023	323.764	340.659	354.292	354.844	349.579	350.034	351.675	370.944	398.486	401.688	366.097	340.105	358.514	345.529	371.499
2024	335.924	331.815	359.973	397.919	386.142	359.602	345.396	339.116	357.154	348.189	329.737	315.722	350.557	361.896	339.219
2025	321.299	349.590	346.761	358.556	362.740	346.571								347.586	

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49BSA0
Not Seasonally Adjusted
Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
Area: San Francisco-Oakland-Hayward, CA
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626		274.589		275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018		281.308		283.422		286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019		291.227		294.801		295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020		299.690		298.074		300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021		304.387		309.419		309.497		311.167		313.265		315.805	309.721	306.724	312.718
2022		320.195		324.878		330.539		328.871		332.062		331.222	327.060	323.408	330.711
2023		337.173		338.496		340.056		340.094		341.219		339.915	339.050	337.689	340.411
2024		345.151		351.247		351.064		349.290		349.370		348.001	348.417	347.857	348.977
2025		354.432		355.707		356.460								354.522	

ATTACHMENT Q
SCHEDULE OF CONTRACTOR'S MAXIMUM RATES FOR ADDITIONAL SERVICES

For Rate Years Eleven (2021) through the remaining Rate Years in the Term, the Maximum Rate for additional services specified in Attachment Q shall be adjusted annually in accordance with Section 11.05. For Rate Year 2026, the current effective Maximum Rates are multiplied by the April 2025 CPI-U-General value of 355.707 and divided by the April 2024 CPI-U-General value of 351.247.

The Maximum Rate for additional services for Rate Year Ten (2020) shall be the Maximum Rates for Rate Year Ten (2020) as determined under the 2009 Franchise Agreement. These amounts will be adjusted as provided in Section 11.05 of this Agreement to determine the Maximum Rates for Rate Year Eleven (2021).

Two additional services are included in this Attachment Q there were not in Attachment Q of the 2009 Franchise Agreement. The two new services are Container Relocation Service and Agency-Specific Reporting for Abandoned Waste Collections. Maximum Rates for these services are presented in the table below.

Charges for Additional Services may not exceed the Maximum Rates approved by the City for the respective Rate Year.

	Service	Reference	Agency-Approved Maximum Rate	Description
	Additional Services for Customers			
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Maximum Rate in the table at the end of this Attachment	See Maximum Rate in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Sections 5.02.B, 5.02.C; and 8.02.B	A – No more than 10% of base monthly Maximum Rate of the Collection Rate for each Container requiring Long Distance Service B – 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service	A – Distance greater than 50 feet and less than or equal to 100 feet B – Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.

ATTACHMENT Q
SCHEDULE OF CONTRACTOR'S MAXIMUM RATES FOR ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Maximum Rate	Description
3	Container Relocation Service	Sections 5.02B and 8.02B	A – 12% of base monthly rate of the Collection Rate for each Container requiring Container Relocation Service B – 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service	A – Distance greater than 50 feet and less than or equal to 100 feet B – Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
4	On-Call Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Sections 5.02.A, 5.02.B, and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event per Container for Collection requested by Customer
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 5.02.A, B, C; 5.03.A, B, C; 5.04.A, B, C	$21.19 for SFD $21.19 for Commercial, Mixed Use, and MFD	Per Collection event (i.e., request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A and 5.04.A	$1.39 per Recycling Cart $4.21 per Organic Materials Cart	Per Cart per month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	$115.18	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.12)

ATTACHMENT Q
SCHEDULE OF CONTRACTOR'S MAXIMUM RATES FOR ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Maximum Rate	Description
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A and 8.02.F	25% of the base monthly Solid Waste Rate for the size of Container Collected once per week plus Return Trip Fee if applicable	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B
9	Lock Service (Key Service)	Section 8.02.B	A – $12 per usage B – $13.41 per usage	Monthly cost: A – Residential Customers B – Commercial Customers
10	Lock Purchase	Section 8.02.B	$24.01 per lock	Per lock
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate or $11.28 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A – $70.62 B – $120.05	A – per Cart B – per Bin or Drop-Box Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D

ATTACHMENT Q
SCHEDULE OF CONTRACTOR'S MAXIMUM RATES FOR ADDITIONAL SERVICES

	Service	Reference	Agency-Approved Maximum Rate	Description
14	Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A – $91.80 B – $105.93 C – $120.05	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D
	Additional Services for Agency			
15	Additional Confidential Document Destruction Service Event	Section 5.07	$1,694.72	Per event
16	Additional Compost Material Delivery	Section 5.11	A – $176.52 per delivery B – $353.08 per delivery	A – "one-way" only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B – "Round-trip" delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	$28,810.47 per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.
18	Collection for Agency-Sponsored and Non-Agency sponsored Community Events	Section 5.08	A – $4,236.82 B – $7,061.38 C – $10,592.08	A – One day event with a projected 2,500 or fewer attendees B – One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C – One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day

ATTACHMENT Q
SCHEDULE OF CONTRACTOR'S MAXIMUM RATES FOR ADDITIONAL SERVICES

Backyard Collection Service Charge for Single-Family Dwellings* (Section 5.02.A)				
Distance from Curb**	**Backyard Charge for Customers with One (1) Solid Waste Cart**	**Backyard Charge for Customers with Two (2) Solid Waste Carts**	**Backyard Charge for Customers with Three (3) Solid Waste Carts**	**Backyard Charge for Customers with Four (4) Solid Waste Carts**
Distance <= 50 feet	$25.40	$40.54	$81.14	$121.68
50 < Distance <= 100 feet	$29.66	$44.81	$85.36	$125.93
100 < Distance <= 150 feet	$33.87	$49.03	$89.57	$130.16
150 < Distance <= 200 feet	$38.14	$53.28	$93.82	$134.42
200 < Distance <= 250 feet	$42.36	$57.50	$98.08	$138.65
250 < Distance <= 300 feet	$46.60	$61.73	$102.31	$142.86
300 < Distance <= 350 feet	$50.85	$65.97	$106.56	$147.09
Each additional 50 foot increment over 350 feet	Amount equals the difference between the Charge for 250 to 300 feet and 300 to 350 feet			

* Backyard Collection Service Charges are charges added to the base monthly Rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all of Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.

** Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.

STAFF REPORT

Meeting Date:	September 9, 2025
Agency:	City of Belmont
Staff Contact:	Carlos de Melo, Community Development Director, (650) 595-7440, cdemelo@belmont.gov
Agenda Title:	Grand Boulevard Initiative (GBI) Update/Presentation
Agenda Action:	For Information Only

Recommendation
Receive a presentation regarding the Grand Boulevard Initiative. No action is required.

Strategic Focus Area
Infrastructure and Mobility

Background
SamTrans is leading the Grand Boulevard Initiative (GBI), which is a collaboration in San Mateo County between 15 local jurisdictions, three countywide agencies, and Caltrans. The project aims to make El Camino Real (State Route 82) a safer and more comfortable place to walk, bike, drive, and take transit by installing streetscape improvements along the corridor.

Over the past year, GBI convened a Task Force and a Working Group comprised of staff representing all cities and various agencies and organizations along the corridor through a series of workshops. These groups have provided initial direction on corridor-wide challenges and needs, potential solutions, public and stakeholder engagement, and preliminary vision for the corridor. These groups meet bi-monthly and SamTrans is using this feedback to develop a GBI Action Plan.

The GBI Action Plan is a planning document that evaluates corridor-wide needs, establishes a cohesive vision, and builds momentum toward implementation. Once the Action Plan is complete, SamTrans will lead the first phase of a coordinated Caltrans project development process, called a Project Initiation Document (PID), for all of El Camino Real in San Mateo County. The PID will define the purpose and need for transportation improvements within the corridor as well as establish potential design alternatives.

Historically, implementing changes on this Caltrans facility has been difficult. There are a variety of improvement projects at different stages along the corridor, and utilizing a GBI structure can streamline the Caltrans approval process for cities. Belmont has been actively engaged in the GBI.

Analysis
In February 2025, SamTrans launched the Central El Camino Real Multimodal Plan, which is a corridor study for the 8.5-mile segment of El Camino Real in partnership with the cities of San Mateo, Belmont, San Carlos, and Redwood City. This study, which will conclude in Fall 2026, is part of the larger GBI

effort. The Central El Camino Real Multimodal Plan is conducting community engagement and developing design draft alternatives for El Camino Real that build off prior city plans and studies. The alternatives will be used as inputs for the coordinated Caltrans process being led by GBI.

As noted earlier, tonight's presentation serves as a progress report on the project. No action is required by the City Council, although initial feedback is requested.

Alternatives

1. Not applicable

Attachments

1. Grand Boulevard Initiative (GBI) Presentation
2. Grand Boulevard Initiative (GBI) Fact Sheet

Fiscal Impact

☒ No Fiscal Impact	At this time, there is no fiscal impact relating to this informational report. Fiscal impacts will be identified with requests for Council approval as necessary for any recommendations moving forward.
☐ Funding Source Confirmed:	

Source:	**Purpose:**	**Public Outreach:**
Staff	Plan Implementation*	Posting of Agenda



Fall 2025 Progress Update

Belmont City Council

SEPTEMBER 9, 2025

samTrans

Background and Overview



What is the Grand Boulevard Initiative?



Corridor-wide effort to **modernize transportation infrastructure on El Camino Real** in San Mateo County.



Convene a Task Force of staff from cities, countywide agencies, Caltrans, advocates, and business groups to **establish a cohesive vision for the corridor.**



Builds **momentum toward implementation** by advancing a coordinated project through the Caltrans approval process.

samTrans

GBI is coordinating across nine different projects and studies underway



El Camino Real GBI Action Plan & Project Initiation Document

Caltrans SR-82 North Comprehensive Multimodal Corridor Plan

(including San Francisco and San Mateo Counties)

GBI Action Plan



GBI Action Plan

GBI Outcomes

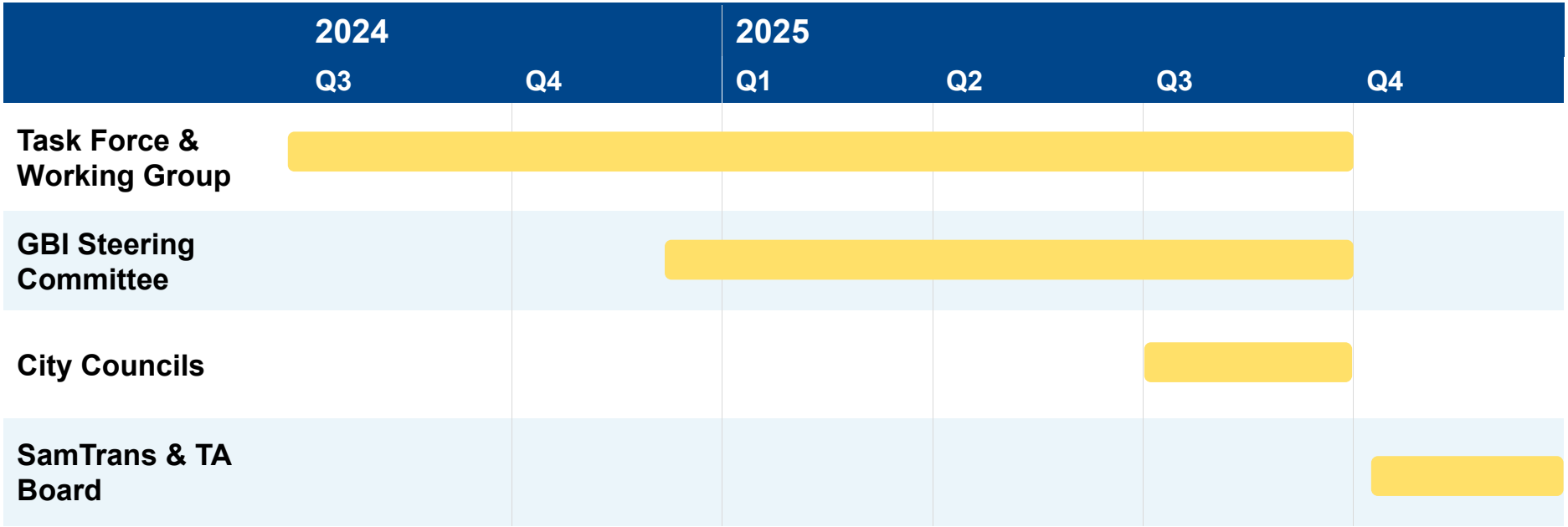


The Action Plan is the precursor to beginning a countywide Caltrans project development process:

- Evaluate **corridor-wide needs**
- Establish a **cohesive vision**
- **Build momentum** toward implementation

samTrans

GBI Action Plan Engagement



Draft Corridor-Wide Vision

El Camino Real is a safe and vibrant street where people of all ages and abilities travel comfortably



Problem Statements and Goals

PROBLEM STATEMENTS		GOALS
SAFETY El Camino Real has an unusually high rate of **fatal or serious injury crashes**, particularly for people walking and biking.	→	**SAFETY** Adopt a **safety-first** mindset to eliminate fatal and serious injury crashes.
MOBILITY El Camino Real's **highway-like design** discourages walking, biking, and transit use.	→	**MOBILITY** Transform El Camino Real into a **complete street** that works for all users.
PROCESS It's **too challenging** to develop, implement, and fund transportation projects on El Camino Real.	→	**PROCESS** Create a new **framework for change** aligning vision, process, and funding.

Streetscape Changes Under Study



Safety

- Traffic calming
- Traffic signal gap closures
- Medians
- Lighting



Active Transportation

- Wider sidewalks
- Crosswalk improvements
- Separated bikeways
- Street trees



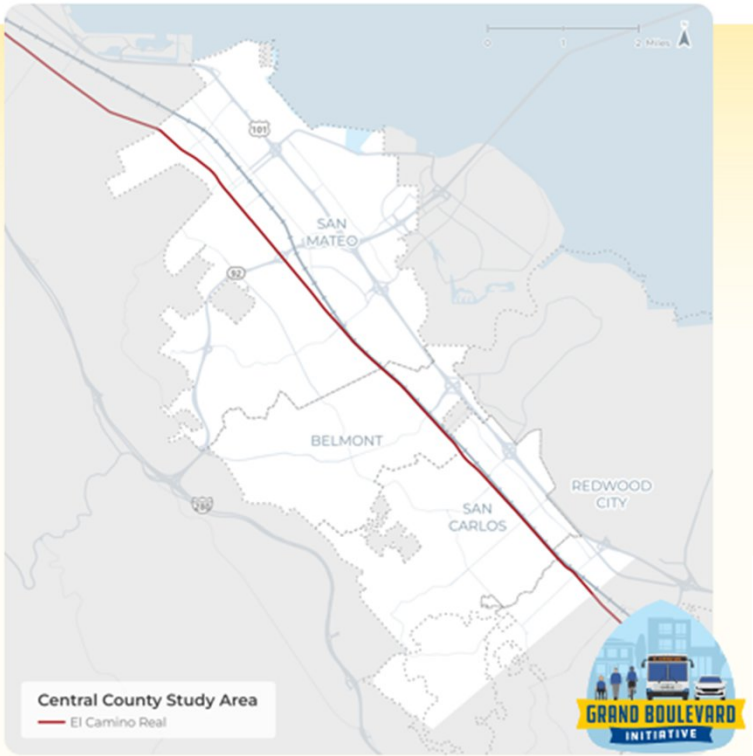
Transit

- Bus stop enhancements
- Bus lanes
- Transit signal priority
- Access improvements

GBI Aligns with the Central ECR Study underway in Belmont

Central El Camino Multimodal Plan – Needs Assessment

Prepared by Fehr & Peers



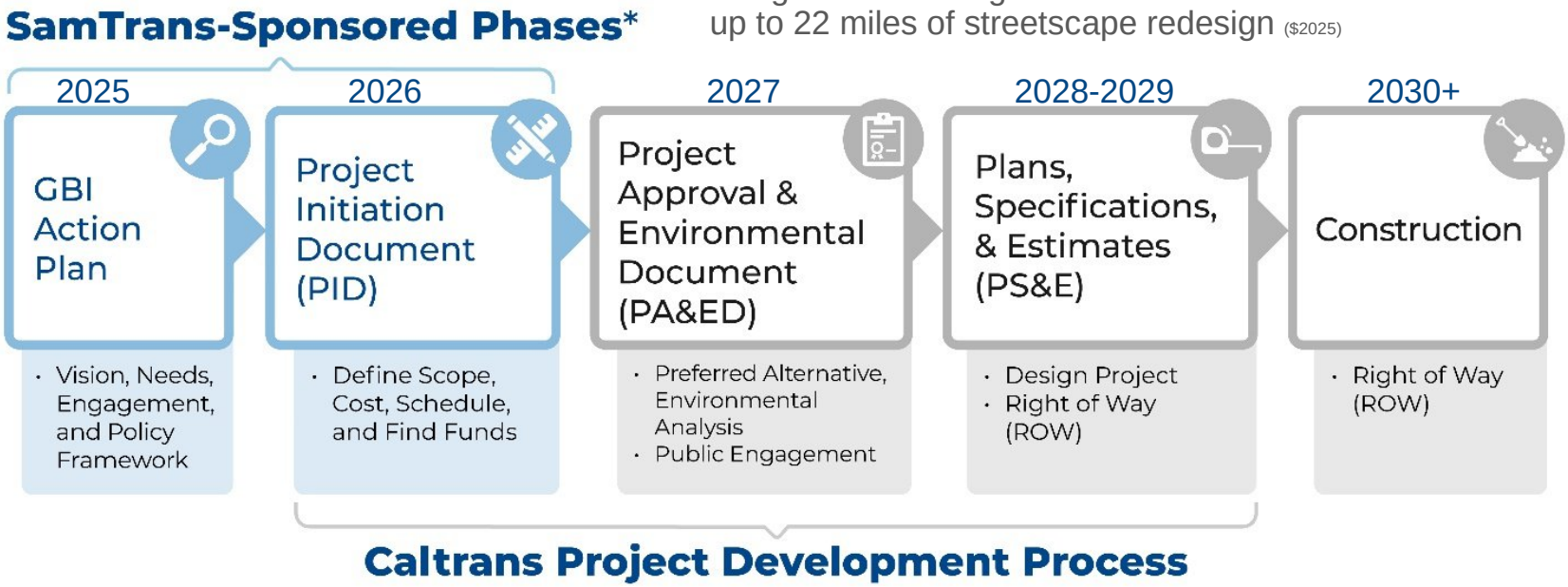
Next Steps & Discussion



GBI Timeline and Cost

~$750M

Rough order of magnitude cost for up to 22 miles of streetscape redesign ($2025)



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Discussion
GBI Action Plan Framework

Problem Statements and Goals: What goals do you have for the corridor?

Process: How can we best work together to advance the GBI Vision?



Thank you!

Cassie Halls & Nicholas Yee
grandboulevard@samtrans.com

For more information please visit

samTrans

SUMMER 2025 PROGRESS UPDATE

Grand Boulevard Initiative
Action Plan Factsheet

About the Grand Boulevard Initiative

SamTrans is leading the Grand Boulevard Initiative (GBI), a corridor-wide effort to modernize El Camino Real. GBI coordinates local transportation planning efforts along El Camino Real, bringing together cities, countywide agencies, Caltrans, advocates, and business groups.

Over the past year, GBI convened a Task Force and a Working Group comprised of staff representing all cities and various agencies and organizations along the corridor in a series of workshops. These groups provide direction on corridor-wide challenges and needs, potential solutions, public and stakeholder engagement, and the vision for the corridor. They meet bi-monthly and SamTrans is using this feedback to develop the GBI Action Plan.



What is the GBI Action Plan?

The GBI Action Plan is a planning document that evaluates corridor-wide needs, establishes a cohesive vision, and builds momentum toward implementation. It serves as a precursor to beginning a countywide Caltrans project development process.

What will the Action Plan address?

The Action Plan is organized around a corridor-wide vision statement and three key goals that will lay the foundation for a grand boulevard connecting communities in San Mateo County.

ACTION PLAN DRAFT VISION STATEMENT

El Camino Real is a safe and vibrant street where people of all ages and abilities travel comfortably.

	PROBLEM STATEMENTS	GOALS
SAFETY	El Camino Real has an unusually high rate of **fatal or serious injury crashes**, particularly for people walking and biking.	Adopt a **safety-first** mindset to eliminate fatal and serious injury crashes.
MOBILITY	El Camino Real's **highway-like design** discourages walking, biking, and transit use.	Transform El Camino Real into a **complete street** that works for all users.
PROCESS	It's **too challenging** to develop, implement, and fund transportation projects on El Camino Real.	Create a new **framework for change,** aligning vision, process, and funding.

How are we collecting feedback on the Action Plan?

We are sharing key pieces of the draft Action Plan and engaging stakeholders through:

- Workshops with the GBI Task Force
- Presentations to city councils
- Presentations to key stakeholder groups, including business groups, advocacy groups, and SamTrans advisory committees.

The Action Plan will be brought to the SamTrans and San Mateo County Transportation Authority Boards for adoption at the end of 2025.

Visit **samtrans.com/gbi** for more information

What comes after the Action Plan?

Once the Action Plan is complete, SamTrans will lead the first phase of a coordinated Caltrans project development process, called a Project Initiation Document (PID), for all of El Camino Real in San Mateo County. The PID will define the purpose and need for transportation improvements to the corridor as well as establish potential design alternatives.

Project Schedule

FALL 2024 - ONGOING
Convene GBI Task Force and Working Group

SUMMER/FALL 2025
Develop and seek input on the Action Plan

2026
Develop the Project Initiation Document and Define the Scope of Improvements

2027
Initiate Project Approval and Environmental Document, Identify a Preferred Alternative, and Develop a Prioritization and Phasing Strategy

2028 TO 2029
Develop Plans, Specifications, and Estimates

2030 ONWARDS
Construct Streetscape Improvements



Caltrans
San Mateo County Transportation Authority
C/CAG City/County Association of Governments of San Mateo County
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GRANDBOULEVARD@SAMTRANS.COM

STAFF REPORT

Meeting Date:	September 9, 2025
Agency:	City of Belmont
Staff Contact:	Karen Clark, Management Analyst, kclark@belmont.gov
Agenda Title:	Climate Action and Adaptation Plan Update
Agenda Action:	For Information Only

Recommendation
Receive presentation; no action required.

Strategic Focus Area
Quality of Life

Background
State law requires local jurisdictions to incorporate climate adaptation policies into their General Plan Safety Elements. In addition, many jurisdictions develop Climate Action and Adaptation Plans identifying specific measures to help achieve local, regional, and state greenhouse gas emissions reduction targets, as well as measures for climate adaptation and resiliency.

In 2017, the City of Belmont adopted its first Climate Action Plan. The City is now updating the plan with new data and current best practices as well as incorporating adaptation measures. The resulting Climate Action and Adaptation Plan (the "Plan") will establish key strategies for increasing resilience to climate change and reducing greenhouse gas (GHG) emissions, while aligning with State targets. The Plan is expected to take 18 months to complete, with an estimated City Council adoption in fall of 2026. The Planning Commission will be tasked with reviewing and making a recommendation on the Plan to the City Council prior to its adoption.

Rincon Consultants, Inc. have been engaged by the City to help refresh the now-eight-year-old plan. The plan update will include:

- An inventory, analysis, and forecast of local GHG emissions
- Setting emissions reductions targets in alignment with the State
- Engaging stakeholders in critical discussions about the mitigation measures necessary to meet these targets
- Integrating the General Plan Safety Element update project that is underway and building on its recommendations regarding adaptation to the impacts of climate change

Analysis

GHG Emissions Inventory, Forecasts, and Targets

Rincon has completed an inventory and forecast of local GHG emissions, which will help identify the level of effort needed by the City to meet State targets. Key findings are as follows.

In 2023, Belmont emitted 102,656 metric tons of carbon dioxide equivalent (MT CO_2e). Figure 1 below illustrates each sector's share of the total emissions. Together, on-road transportation and building natural gas accounted for over 90% of Belmont's emissions.

Figure 1 Key Sources of GHG Emissions in Belmont (2023)

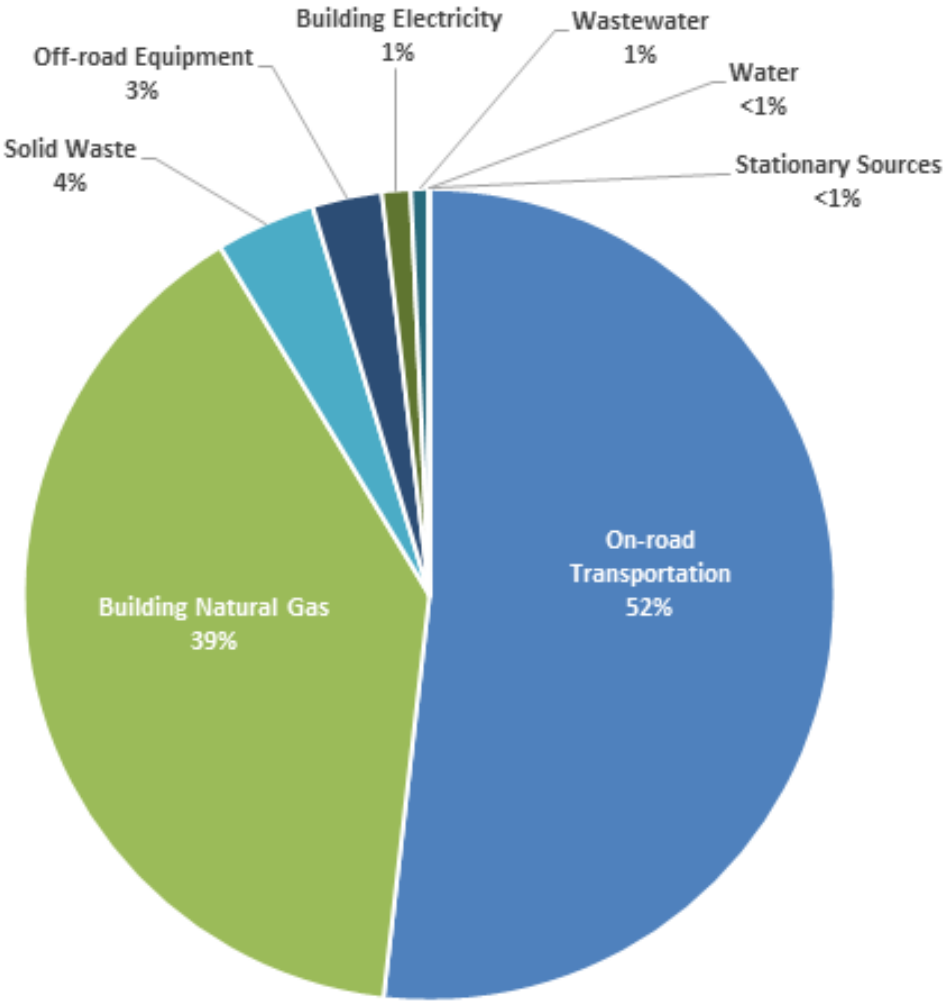
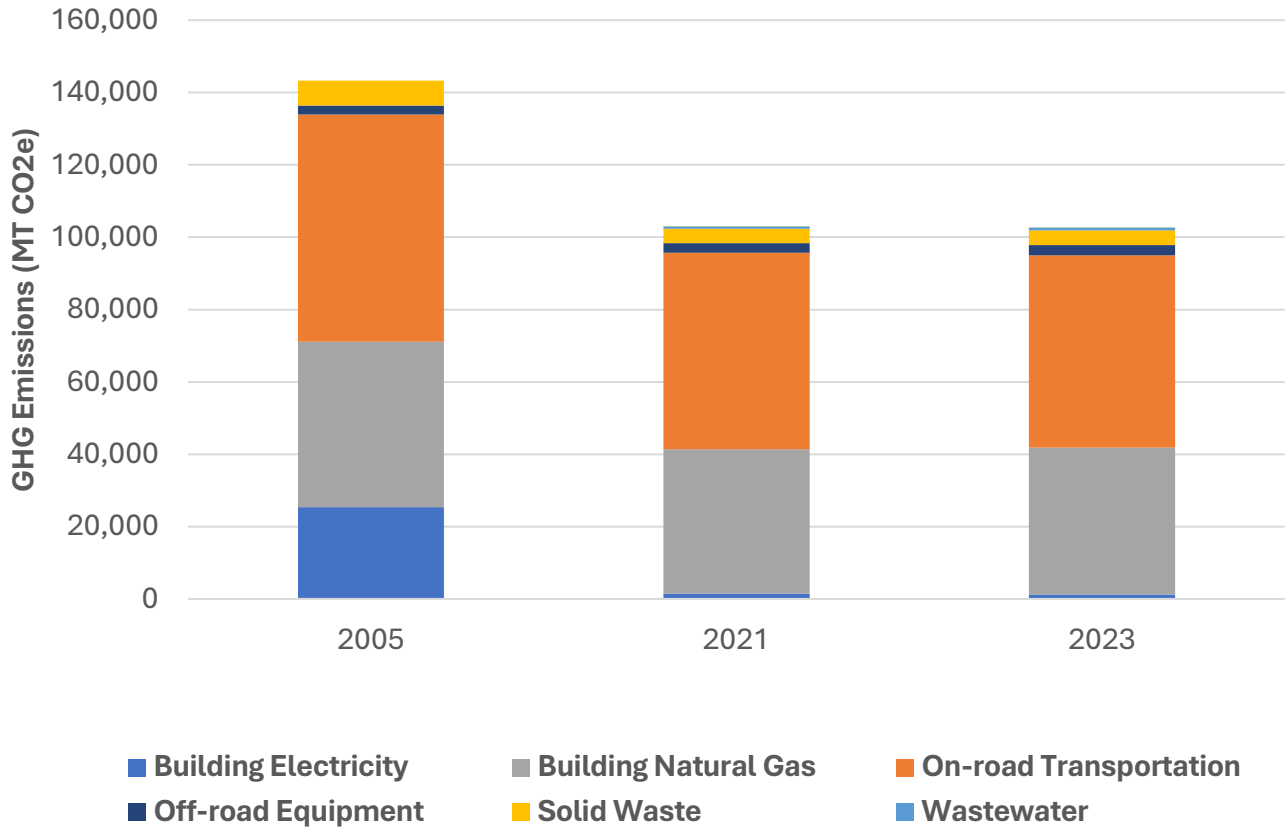


Figure 2 bellow shows trends in GHG emissions in Belmont by sector. From 2005 to 2023, emissions declined across most sectors, most notably in building electricity (95%) and solid waste (41%). The only sector to experience a net increase during this period was off-road equipment, with emissions rising by 18%, though it is important to note that this sector comprises only 3% of the City's total emissions.

Figure 2 GHG Emissions Trends in Belmont (2005-2023)



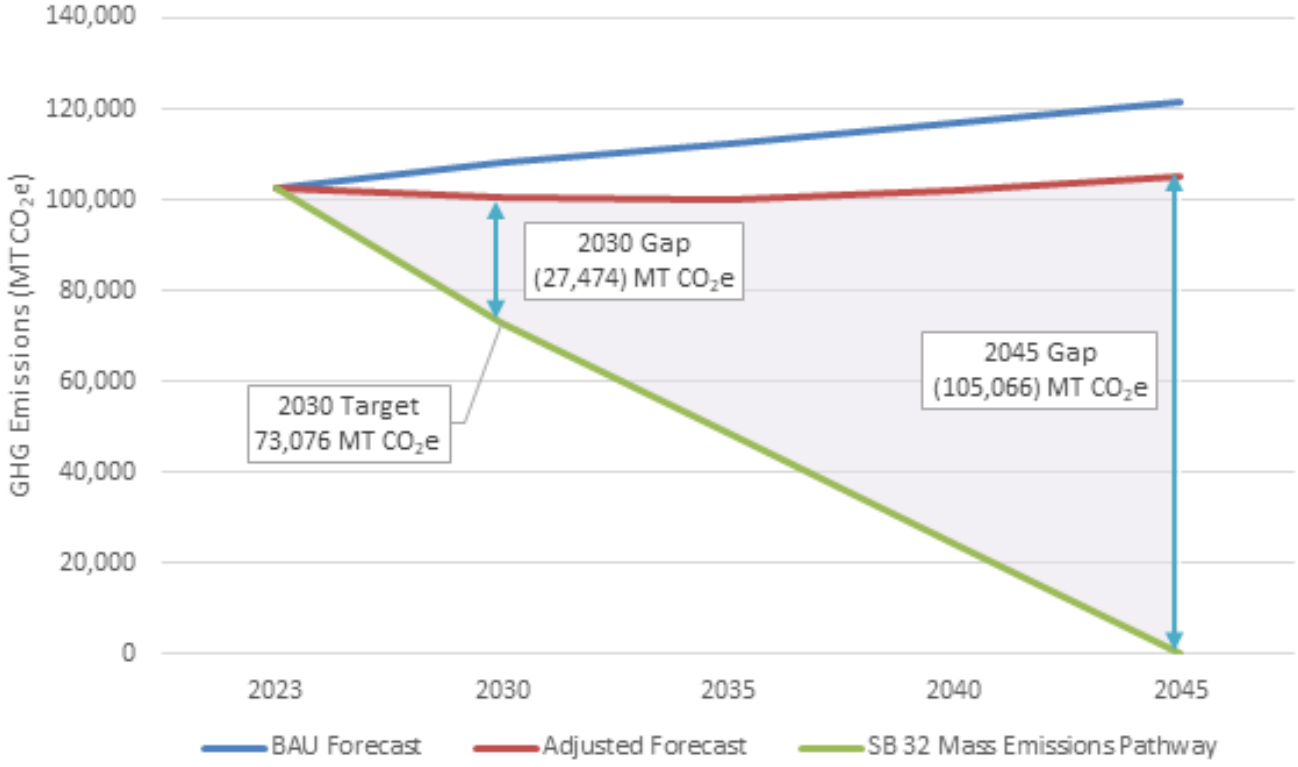
Overall, Belmont's emissions declined by approximately 28% between 2005 and 2023, though minimal emissions reductions occurred between 2021 and 2023, indicating a need for new strategies to continue seeing progress.

To maintain consistency with State targets, Rincon calculated the following provisional GHG emissions reduction targets for Belmont.

- Reduce GHG emissions to 40% below 1990 levels by 2030 (SB 32 target year)
- Make substantial progress towards carbon neutrality by 2045 (AB 1279 target year)

Figure 3 below illustrates the level of effort required by the City to meet the State's 2030 and 2045 targets. This is visually highlighted through the gap between the Adjusted Forecast (red line) and State Targets (green line). While the business-as-usual (BAU) forecast (blue line) reflects emissions if 2023 activities were to continue, the Adjusted Forecast shows how adopted State legislation is currently projected to reduce emissions. Both the BAU and Adjusted Forecasts factor in projected growth trends for population, housing, employment, and transportation activity.

Figure 3 GHG Emissions Forecast vs. Targets (2023-2045)



Local Mitigation Measure Development

With GHG emissions inventories, forecasts, and reduction targets defined, the next major stage of this project will be to develop actions the City can realistically take to address the gaps illustrated in Figure 3. As a Climate Action *and Adaptation* Plan, the Plan will also integrate the City's Safety Element update, building on its recommendations regarding adaption to the impacts of climate change.

To understand the City's progress to-date and which goals have been most successful historically, Rincon reviewed various City planning documents, soliciting staff input on the status and success of associated goals and actions. The review focused on goals and actions relating to energy, transportation, sea level rise, water, waste, and adaptation to climate hazards (e.g., wildfire). Rincon found that actions that were specific, with clearly assigned staff and funding sources, were most likely to succeed, while vague or underfunded ones stalled. Key barriers included grant funding limitations, staff capacity, legal barriers, and a lack of capacity and/or framework to monitor ongoing programs.

Under the 2017 Climate Action Plan, the City did exceed its 2020 target of returning to 1990 GHG emission levels or below. These emission reductions primarily resulted from the transition to Peninsula Clean Energy, which was established in 2016 to provide carbon free electricity to San Mateo County. The City has opted into their ECO100 plan to ensure all municipal facilities are powered by 100% renewable electricity. Other actions the City has taken include energy efficiency retrofits to municipal facilities, installing bike lanes, and adopting building reach codes for new development requiring electrification (which is now paused) and increased electric vehicle (EV) infrastructure. Regionally, a rise in EV ownership and Caltrain's electrification of their transportation system have also lowered emissions.

Despite these strides, Belmont is now among many jurisdictions *not* tracking to meet the State's ambitious target of 40% below 1990 levels by 2030 (SB 32). Achieving the State's targets will require major shifts in how communities within California live and build, obtain and use energy, and transport themselves and goods. The California Air Resources Board (CARB) recommends that jurisdictions first strive to exceed the SB 32 target, while establishing a policy framework to achieve the longer-term target of carbon neutrality by 2045 (AB 1279).

Key climate strategies this Plan will explore include:

- Implement Healthy and Resilient Buildings — Leveraging PCE's carbon free electricity and switching from gas to electric appliances
- Improve Mobility — Reducing single occupancy vehicle miles traveled
- Electrify Transportation — Switching internal combustion engine cars to EVs
- Enhance Urban Ecosystems — Reducing organic waste sent to landfill and increasing carbon sequestration

Community Outreach

Initial community engagement has launched, including flyer distribution, digital outreach, and pop-ups at community events. These efforts serve to drive participation in the first community workshop, to be held virtually on Thursday, September 11, 7-8:30 p.m., as well as an initial survey that will gauge the community's interests in various climate strategies. Information on the workshop and survey, along with a sign up for an email interest list, are available at www.belmont.gov/climateaction. Additionally, staff provided this informational update to the Planning Commission at their September 2, 2025, meeting.

Alternatives

1. None.

Attachments

A. None.

Fiscal Impact

☒ No Fiscal Impact	There is no direct fiscal impact relating to this information report. Any resulting recommendations with operational or capital impacts will get identified with requests for Council approval as necessary.
☐ Funding Source Confirmed:	

Source:	**Purpose:**	**Public Outreach:**
Staff	Council Vision/Priority	Other*

*In addition to posting the meeting agenda, public outreach has included creation of a project website, social media, and notifications to an email interest list.