City Council
Meeting Agenda

Tuesday, April 28, 2026

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

General order of Business

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

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

Staff
Afshin Oskoui, City Manager
Scott Rennie, City Attorney
Ken Stenquist, Police Chief
Grace Castaneda, Finance Director
Ann Ritzma, Interim Admin Services Director
Carlos deMelo, Community Development Director
Kevin Kobayashi, Parks and Recreation Director
Edric Kwan, 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
April 28, 2026
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

2. ROLL CALL

3. ITEMS BEFORE 7:00 PM - None

A. CLOSED SESSION

B. STUDY SESSION

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

C. SPECIAL SESSION/OTHER TOPICS

ITEMS STARTING AT 7:00 PM

4. PLEDGE OF ALLEGIANCE

5. REPORT FROM CLOSED SESSION - none

6. SPECIAL PRESENTATIONS

A. Destination Marketing Organization (DMO) for San Mateo County New 2025-2028 Strategic Plan

B. Proclamation Observing April as National Arab American Heritage Month

C. Proclamation Observing Asian American and Pacific Islander Month

D. Proclamation Observing National Jewish American Heritage Month

7. 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.

8. COUNCILMEMBER ANNOUNCEMENTS

9. 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. Monthly Financial Report - February 2026

Attachments:
Monthly Report

B. 3 Wakefield Court Easement Vacation & Dedication

Recommendation: Adopt a resolution vacating an existing Public Service Easement (PSE) designed as "PSE Varies" over Lot 1, as shown on the map of "Hallmark West Unit 4," recorded on June 29, 1976, in Book 91 of Maps, Pages 24 and 25, Official Records of San Mateo County; accepting a new non-exclusive PSE over a portion of APN 045-444-020 from Ahmad Dababo, as Trustee, or any successor trustee, under the Ahmad Dababo Trust dated April 14, 2009, as described in Exhibit A (Legal Description) and shown on Exhibit B (Plat); and authorizing the City Manager and City Clerk to execute, accept, and record all documents necessary to complete the easement vacation and acceptance, including recordation with the San Mateo County Recorder.

Attachments:
Staff Report
Resolution
Legal Description
Plat Map
Storm Drain Relocation Plan
No Objection Letters
Subdivision-1976

C. Senate Bill 1 (SB 1) Local Streets and Roads Project List Fiscal Year (FY) 2026-2027

Recommendation: Adopt a resolution approving a list of proposed projects for fiscal year (FY) 2026-2027 funded by the Road Repair and Accountability Act of 2017.

Attachments:
Staff Report
Resolution
2026 Pavement Project Street List

D. Salson Trail Culvert Replacement Project - Additional Budget Appropriation

Recommendation: Adopt a resolution approving an additional $250,000 in project budget funding and authorizing the City Manager to negotiate and execute construction change orders, design amendments, and additional construction management, inspection services, and related services for the Salson Trail Culvert Replacement Project, in a total amount not to exceed $250,000.

Attachments:
Staff Report
Resolution

E. Hill Street and El Camino Real HAWK Project

Recommendation: Adopt a resolution approving plans and specifications, authorizing advertisement for sealed bids, authorizing the City Manager to execute a construction contract with the lowest responsive and responsible bidder for the Hill Street and El Camino Real HAWK Project (City Contract Number 2026- 652) in an amount not to exceed $619,543, plus a ten percent construction contingency, and approving a task order with Tanner Pacific for construction management services an amount not to exceed $99,960.

Attachments:
Staff Report

Resolution
Project Plans
Project Specifications
Tanner Pacific Proposal.pdf

F. San Mateo County Animal Care and Control Services Agreement Extension
Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute a three-year extension of the g agreement with the County of San Mateo for animal care and control services beginning July 1, 2026.
Attachments:
Staff Report
Amendment to Agreement - SMC Animal Care and Control Services
Animal Control Agreement - San Mateo County and Cities 2021-2026

10. PUBLIC HEARINGS

A. TEFRA Financing for The Ridge at Ralston (678 Ralston Ave) Apartments Project
Recommendation: 1. Conduct a public hearing for the issuance of tax exempt revenue bonds under the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code for the benefit of The Ridge at Ralston LP (the "Borrower"), to provide for the financing of an affordable apartment project at 678 Ralston Avenue.

2. Adopt the resolution approving the issuance of the bonds by the California Municipal Finance Authority for the project.
Attachments:
Staff Report
Resolution
Presentation

11. 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. Climate Action and Adaptation Plan (CAAP) Draft Measures and Actions Review
Recommendation: Receive a presentation on the Climate Action and Adaptation Plan (CAAP) update process and provide any feedback on draft measures and actions for inclusion in the final CAAP.
Attachments:
Staff Report
Draft Measures and Actions
CAAP Workshop No.2 Summary
CAAP Survey No.2 Summary

B. 951 Old County Road Affordable Housing Loan
Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute a loan funding agreement with CRP Affordable Housing and Community Development, or its affiliated entities or partners, to provide up to $2 million in Belmont affordable housing funds for construction of a 63-unit affordable housing project located at 951 Old County Road.
Attachments:
Staff Report
Resolution

CRP Affordable Housing Funding Request
Presentation - 951 Old County Road
Presentation - Ridge on Masonic

C. Draft General Plan Safety Element Update
Recommendation: Receive a presentation on the City of Belmont's Draft Safety Element Update and provide feedback and direction.
Attachments:
Staff Report
Draft Safety Element
Draft Conservation Element

12. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

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

13. 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.

14. ADJOURNMENT

ADA Notice: If you require assistance to participate in this meeting, please contact the City Clerk at (650) 595-7413 in advance so reasonable accommodations can be arranged.
Agenda Materials: Meeting materials are available at www.belmont.gov. Documents distributed to a majority of the City Council, District Board, or Commission regarding agenda items will be available at the City Clerk's Office, One Twin Pines Lane, during normal business hours and at the meeting.

CITY OF BELMONT

FISCAL YEAR 2025-26

MONTHLY FINANCIAL REPORT - FEBRUARY 28, 2026

HIGHLIGHTS

PERFORMANCE AT A GLANCE REPORT

• General Fund balance increased compared to prior YTD

FUND RECAP AT A GLANCE REPORT

Notable Fund Balance Increase compared to prior YTD:

•General Fund
•Measure I
•Belmont Fire Protection District
• Sewer Collection System

Notable Fund Balance Decrease compared to prior YTD:

• Measure W
•Affordable Housing Successor
•Sewer Treatment

BUDGET VARIANCE REPORT

• Management Discussion & Analysis
• Tax Trends

CASH DISBURSEMENTS & PURCHASE ORDER ACTIVITY REPORT

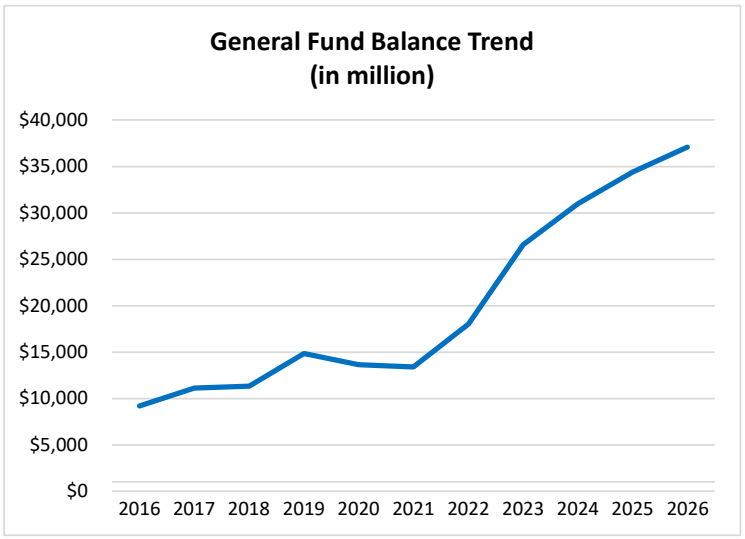
•Amounts equal to and above $50,000

This report contains financial information which has not been reviewed or audited by an independent auditor, does not reflect the application of generally accepted accounting principles in all instances and is subject to future revision. This report has not been prepared with a view to informing an investment decision in any of the City's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in this report are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the City's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the City on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures and website, maintained on the World Wide Web at https://emma.msrb.org/

These financial reports are designed to provide a general overview of the City of Belmont's interim finances. Questions concerning any information provided in these reports should be addressed to financedept@belmont.gov or for additional information regarding the City's financial activities, including past award winning audited financial statements, transparency efforts and best practices please visit the City at www.belmont.gov.

CALIFORNIA BELMONT

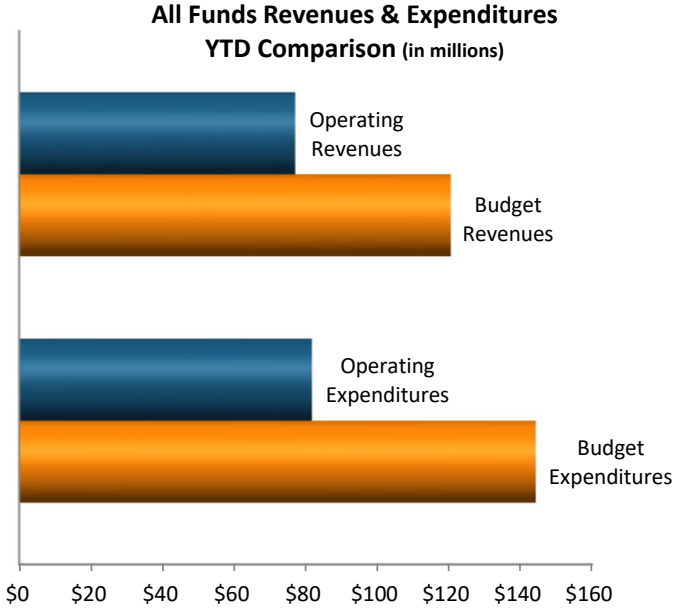
City of Belmont
Performance at a Glance
Results for the Period Ended February 28, 2026
(000's)

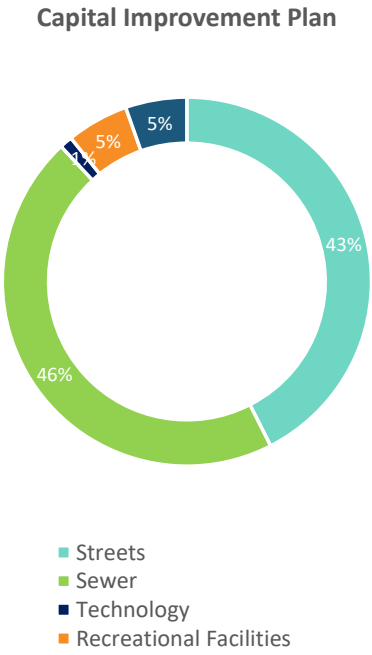


General Fund Balance Trend*

6/30/2016	2016	$9,177	Audited
6/30/2017	2017	$11,128	Audited
6/30/2018	2018	$11,325	Audited
6/30/2019	2019	$14,846	Audited
6/30/2020	2020	$13,637	Audited
6/30/2021	2021	$13,398	Audited
6/30/2022	2022	$18,013	Audited
6/30/2023	2023	$26,586	Audited
6/30/2024	2024	$31,003	Audited
6/30/2025	2025	$34,416	Audited
2/28/2026	2026	$37,079	Unaudited

* excludes Measure I





General Fund

The General Fund balance is $37.1 million, an increase of $2.6 million compared to the amount at the prior fiscal year end. This is primarily due to the timing of the Prop Tax In-lieu of VLF and ERAF Refund receipts.

Fund Balance - YTD Fund Deficits

As shown on the Fund Recap at a Glance (page 3), the Recreation Fund has a deficit that is expected to be eliminated in a future period.

City of Belmont
Fund Recap at a Glance
Results for the Period Ended February 28, 2026
(000's)

Fund	Fund Name	Audited Fund Balance 06/30/25 (1)	Revenues YTD Budget	YTD Actual (2)	Variance (Under) Over	%	PY YTD Actual	Expenditures YTD Budget	YTD Actual (3)	Variance Under (Over)	%	PY YTD Actual	Unaudited Fund Balance 02/28/26 (1)+(2)-(3)	PY YTD Fund Balance 2/28/2025
GENERAL FUND														
101	General	*34,416*	22,791	20,157	(2,633)	88%	19,593	23,059	17,495	5,565	76%	16,878	***37,079***	*33,718*
102	Measure I	*3,599*	1,669	1,285	(385)	77%	1,235	4,956	361	4,595	7%	3,213	***4,523***	*2,487*
SPECIAL REVENUE FUNDS														
205	Recreation	*609*	2,814	1,604	(1,210)	57%	1,602	2,856	2,570	286	90%	2,519	***(357)***	*(519)*
206	Library Maintenance & Operation	*211*	431	185	(246)	43%	194	407	347	60	85%	293	***49***	*678*
207	Athletic Field Maintenance	*446*	124	120	(4)	96%	129	230	75	155	33%	96	***491***	*424*
208	City Tree	*230*	10	8	(1)	85%	10	33	31	2	93%	28	***208***	*234*
209	Senior Services Donation	*105*	9	5	(4)	54%	10	11	0	10	3%	0	***109***	*106*
210	Development Services	*2,814*	4,490	4,170	(319)	93%	4,578	4,703	4,141	562	88%	4,328	***2,844***	*2,270*
212	General Plan Maintenance	*854*	838	336	(502)	40%	278	1,199	768	431	64%	708	***422***	*1,062*
223	Belmont Fire Protection District	*31,502*	13,349	11,566	(1,783)	87%	11,090	10,264	11,656	(1,392)	114%	12,674	***31,413***	*24,298*
225	Police Grants and Donations	*35*	1	1	(0)	69%	1	16	3	13	19%	0	***33***	*36*
227	Supplemental Law Enforcement	*166*	127	175	48	137%	166	144	132	12	92%	68	***210***	*169*
231	Street Maintenance	*1,988*	1,938	853	(1,084)	44%	1,040	2,033	1,765	268	87%	1,593	***1,076***	*812*
232	RMRA Street Project	*798*	504	470	(34)	93%	469	1,013	664	348	66%	330	***604***	*638*
233	Measure W	*2,618*	342	264	(78)	77%	260	2,067	2,548	(482)	123%	118	***333***	*2,436*
234	Street Improvements	*3,210*	746	671	(75)	90%	658	2,274	58	2,217	3%	428	***3,823***	*3,165*
237	Traffic Impact	*511*	109	17	(92)	16%	160	0	0	0	N/A	0	***528***	*260*
239	Public Art	*438*	31	120	88	383%	9	173	0	173	0%	0	***557***	*429*
275	Affordable Housing Successor	*4,034*	443	80	(362)	18%	129	1,307	214	1,094	16%	261	***3,900***	*5,924*
277	Inclusionary Housing	*3,541*	28	21	(7)	76%	202	0	0	0	N/A	0	***3,562***	*3,456*
	Total Special Revenue	*54,111*	26,334	20,667	(5,667)	78%	20,985	28,729	24,971	3,758	87%	23,443	***49,807***	*45,878*
CAPITAL PROJECT FUNDS														
308	General Facilities	*581*	16	11	(5)	68%	12	403	60	343	15%	38	***532***	*595*
310	Infrastructure	*2,383*	176	217	41	123%	46	1,650	697	953	42%	(172)	***1,903***	*2,509*
312	Comcast PEG Program	*364*	42	53	11	125%	9	31	0	31	0%	0	***417***	*430*
341	Planned Park	*482*	285	8	(277)	3%	17	464	334	130	72%	337	***156***	*764*
342	Park Impact	*1,083*	39	33	(6)	84%	38	727	1	727	0%	20	***1,115***	*698*
343	Open Space	*54*	2	1	(1)	43%	2	74	0	74	0%	53	***56***	*53*
399	Capital Improvement Projects	*2,705*	37,216	7,822	(29,393)	21%	7,248	39,708	8,085	31,623	20%	7,722	***2,443***	*2,818*
704	Special Assessment Districts	*341*	9	7	(2)	75%	7	0	0		N/A	0	***348***	*335*
	Total Capital Projects	*7,995*	37,785	8,152	(29,634)	22%	7,379	43,056	9,176	33,880	21%	7,998	***6,970***	*8,201*
DEBT SERVICE & OTHER FUNDS														
406	Library Bond Debt Service	*346*	476	408	(68)	86%	403	652	656	(4)	101%	659	***97***	*65*
501-505	Sewer Collection System	*48,625*	15,487	14,196	(1,291)	92%	16,184	25,994	11,614	14,379	45%	15,833	***51,207***	*40,658*
507	Sewer Treatment	*30,304*	4,365	1,959	(2,406)	45%	2,220	4,970	7,016	(2,046)	141%	3,764	***25,248***	*27,290*
525	Storm Drainage Enterprise	*879*	2,068	736	(1,332)	36%	779	2,214	1,334	880	60%	1,150	***281***	*1,034*
530	Solid Waste Management	*2,370*	517	435	(83)	84%	425	433	342	91	79%	356	***2,463***	*2,179*
570	Worker's Compensation	*1,940*	766	700	(66)	91%	660	623	821	(198)	132%	760	***1,819***	*1,737*
571	Liability Insurance	*3,233*	1,228	1,442	214	117%	619	960	1,027	(66)	107%	906	***3,648***	*3,037*
573	Fleet & Equipment Management	*9,239*	3,878	3,847	(31)	99%	3,520	4,794	3,754	1,040	78%	3,032	***9,332***	*8,730*
574	Facilities Management	*925*	2,151	2,180	29	101%	2,083	2,658	1,883	775	71%	1,714	***1,222***	*735*
575	Benefit Prefunding	*1,627*	1,068	974	(94)	91%	970	1,203	1,370	(167)	114%	807	***1,231***	*1,476*
	Total Debt & Other	99,489	32,004	26,876	(5,127)	84%	27,864	44,502	29,818	12,685	67%	28,980	96,547	86,942
	Total All Funds	**$199,609**	**$120,583**	**$77,136**	**($43,446)**	**64%**	**$77,057**	**$144,302**	**$81,820**	**$60,482**	**57%**	**$80,512**	**$194,926**	**$177,225**

Fund Types:

General Fund - Used to account for and report all financial resources not accounted for and reported in another fund.

Special Revenue Funds - Used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

Capital Projects Funds - Used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets.

Debt Service & Other Funds - Includes funds used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest; funds used to finance and account for special activities and services performed by a designated department for other departments in the City on a cost reimbursement basis; and funds to account for operations financed and operated in a manner similar to a private business enterprise with the intent that the cost of providing goods and services is primarily financed through user charges; and funds used to account for assets held by the City as an agent.

City of Belmont
Budget Variance Report
General Fund / All Other Funds
Results for the Period Ended February 28, 2026
(000's)

	General Fund						All Other Funds					
	Year to Date (YTD)				Annual	PY YTD	Year to Date (YTD)				Annual	PY YTD
	Budget	Actual	Variance	%	Budget	Actual	Budget	Actual	Variance	%	Budget	Actual
REVENUES												
Taxes	16,389	15,112	(1,277)	92% **a**	24,584	14,367	15,828	13,666	(2,162)	86% **a**	23,742	12,757
Licenses and permits	818	812	(6)	99%	1,227	716	1,893	2,024	131	107%	2,839	2,114
Intergovernmental	280	292	12	104%	420	270	8,612	1,883	(6,729)	22% **f**	12,917	1,803
Charge for services	3,142	2,864	(279)	91% **b**	4,714	2,737	27,573	25,537	(2,036)	93% **b**	41,360	24,518
Fines and forfeits	62	56	(6)	91%	93	61	-	-	-	N/A	-	-
Use of money and property	1,289	988	(301)	77% **c**	1,934	1,320	4,298	2,799	(1,499)	65% **c**	6,447	3,358
Miscellaneous	214	33	(180)	16% **d**	321	123	1,217	1,423	206	117%	1,825	481
Transfers in	596	-	(596)	0% **e**	894	-	38,371	9,648	(28,723)	25% **e**	57,557	12,424
Total Revenues	**22,791**	**20,157**	**(2,633)**	**88%**	**34,186**	**19,593**	**97,792**	**56,979**	**(40,813)**	**58%**	**146,688**	**57,463**
EXPENDITURES												
General Government	5,572	4,854	(718)	87%	8,359	4,904	6,125	6,247	121	102% **g**	9,188	5,425
Public Safety	11,617	10,796	(821)	93%	17,425	10,117	10,152	11,418	1,266	112% **h**	15,228	12,795
Streets and Utilities	-	-	-	N/A	0	0	50,752	21,607	(29,145)	43%	76,128	19,193
Culture and Recreation	2,070	1,845	(225)	89%	3,105	1,857	7,791	5,097	(2,694)	65%	11,686	4,877
Urban Redevelopment	-	-	-	N/A	0	0	5,760	3,928	(1,832)	68%	8,640	4,207
Non Departmental	-	-	-	N/A	0	0	1,518	751	(767)	49%	2,277	152
Debt Service	-	-	-	N/A	0	0	3,977	5,631	1,654	142% **i**	5,965	4,561
Transfers out	3,800	-	(3,800)	0%	5,700	0	35,168	9,648	(25,520)	27%	52,752	12,424
Total Expenditures	**23,059**	**17,495**	**(5,565)**	**76%**	**34,589**	**16,878**	**121,242**	**64,326**	**(56,917)**	**53%**	**181,864**	**63,634**
EXCESS OF REVENUES OVER/ (UNDER) EXPENDITURES	**($268)**	**$2,663**			**($403)**	**$2,715**	**($23,451)**	**($7,346)**			**($35,176)**	**($6,171)**

Management Discussion and Analysis

(Items with unfavorable budget variance more than $0.1 million)

Revenues

a) Taxes - The budget variance is primarily due to the timing of semi-annual property tax receipts received in December and April. Quarterly Sales Taxes and Transient Occupancy Taxes (TOT) will also be received and reported in March.

b) Charges for Services - The budget variance is primarily due to the quarterly fire prevention and protection fee, which will be received and reported in March.

c) Use of Money and Property - The budget variance is primarily due to quarterly interest revenues which will be posted in March.

d) Miscellaneous - The budget variance is primarily due to the timing of the annual Crystal Springs Uplands School (CSUS) Public Service Fee, which will be received in a future reporting period.

e) Transfers In - Transfer amount was budgeted based on full CIP commitments. Actual expenditures and CIP transfers are recorded as the project progresses, and any remaining budget will be carried forward to the next fiscal year or released back to the funding source upon project completion.

f) Intergovermental - Grant revenue will be received and reported in a future period.

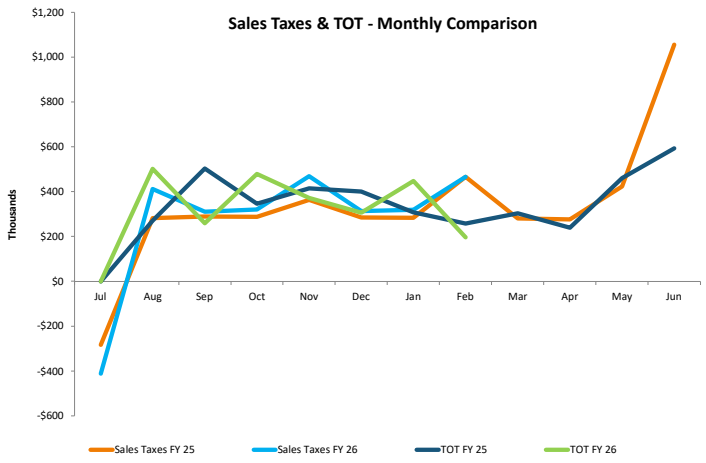
Expenditures

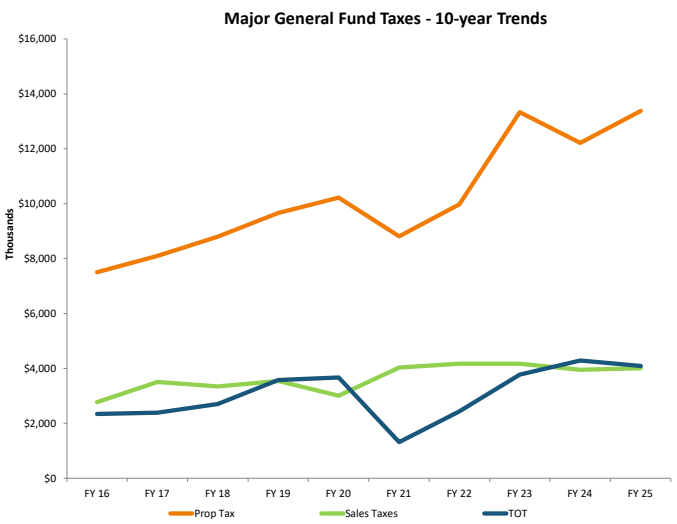
g) General Government - The variance is due to annual insurance premiums, pensions, and OPEB contributions paid in July.

h) Public Safety - The budget variance is primarily due to the annual BSCFD contribution of $2.1M made in July and three quarterly payments for San Mateo Fire Fees that were made as of January.

i) Debt Service - Annual debt service on library and sewer bonds were made in July and the semi-annual interest payments were made in January.

Trends





City of Belmont
Disbursements & Purchase Order Activity Report
Results for the Period Ended February 28, 2026

Disbursements Amounts Equal to $50,000 and Above

Vendor	Description	Date	No.	Amount
MISSION SQUARE	DEF COMP ACCT#302442	2/9/26	DAJ000010321	59,632.36
CALPERS	COB CONTRIBUTION PPE 02/06/26	2/9/26	DAJ000010322	149,366.71
CALPERS	HEALTH PREMIUMS FEBRUARY	2/10/26	DAJ000010323	255,985.68
CALPERS	COB CONTRIBUTION PPE 02/20/26	2/20/26	DAJ000010325	149,696.36
MISSIONSQUARE	DEF COMP ACCT#302442	2/23/26	DAJ000010328	59,637.49
ADP WAGE PPE 01/31/26	ADP WAGE PPE 01/31/26	2/6/26	DAJ000010331	503,930.19
ADP TAX PPE 01/31/26	ADP TAX PPE 01/31/26	2/6/26	DAJ000010334	115,872.61
ADP WAGE PPE 02/14/26	ADP WAGE PPE 02/14/26	2/20/26	DAJ000010335	521,610.17
ADP TAX PPE 02/14/26	ADP TAX PPE 02/14/26	2/20/26	DAJ000010338	123,269.42
REVERSE CARDKNOX DIT JAN 26	REVERSE CARDKNOX DIT JAN 26	2/1/26	IAJ000010342	73,466.77
			Total Disbursements in Excess of $50,000	**$ 2,012,467.76**
			Total Count	**10**

Purchase Order Amounts Equal to $50,000 and Above

Vendor	Description	Date	No.	Amount
RESTORATION DESIGN GROUP INC	TPP CREEEK RESTORATION	2/23/26	22 00078	232,493.40
HANFORD ARC	CREEK RESTORATION MAINTEN	2/17/26	26 00087	67,800.00
			Total Purchase Orders Issued in Excess of $50,000	**$ 300,293.40**
			Total Count	**2**

CITY OF BELMONT
TREASURER'S REPORT
February 28, 2026

Agency Receipts and Disbursements Summary

	Beginning Balance January 31, 2026	Receipts	Disbursements	Ending Balance February 28, 2026
City of Belmont	$ 139,870,118.32	$ 2,541,726.95	$ (4,269,543.60)	$ 138,142,301.67
Belmont Fire Protection District	31,460,173.71	12,212.19	(63,631.85)	$ 31,408,754.05
Total	**$ 171,330,292.03**	**$ 2,553,939.14**	**$ (4,333,175.45)**	**$ 169,551,055.72**

Balance Summary

	Deposit	Investments	Pool Total
City of Belmont & Belmont Fire Protection District	$ 27,642,597.40	$ 141,908,458.32	$ 169,551,055.72

I certify that this report accurately reflects all investments of City of Belmont and Belmont Fire Protection District, and is in conformance with the adopted Investment Policy mandated by Government Code 53646. Furthermore, I certify to the best of my knowledge, sufficient investment liquidity and anticipated revenues are available to meet the Agency's budgeted expenditure requirement for the next six months.

Respectfully Submitted,

Grace Castaneda

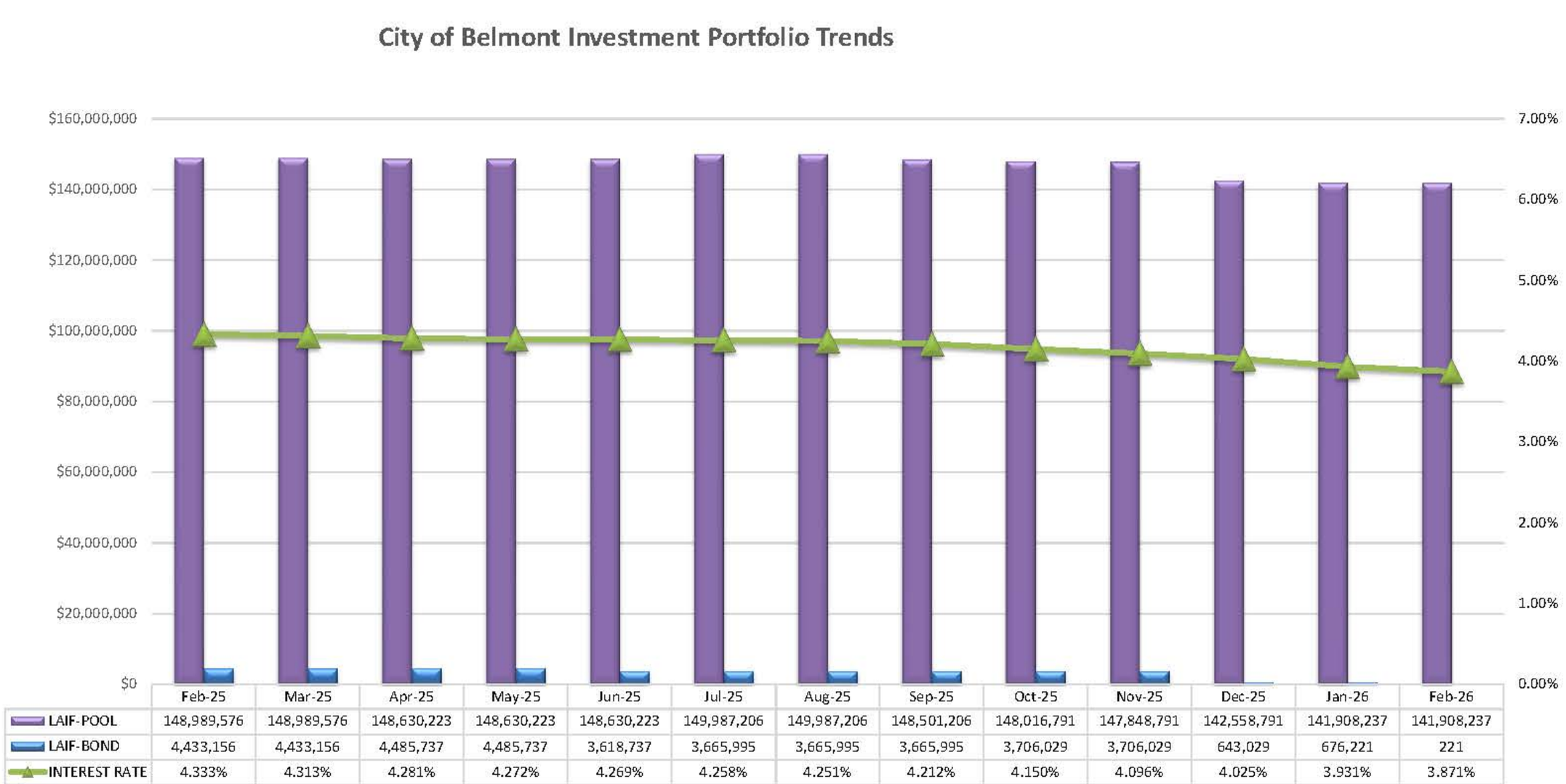
s/b Grace Castaneda

Grace Castaneda
City Treasurer

CITY OF BELMONT
TREASURER'S REPORT
February 28, 2026

Investment Detail

Investment Type	Issuer	Maturity Date	Par Amount	Current Market Value	Interest Total	Investment Period	Rate	Pricing Source	Manager
Deposit									
General Account	Wells Fargo		$ 27,642,597.40	$ 27,642,597.40				Bank	Bank
Investments:									
L.A.I.F.-POOL	State of California	Daily	141,908,237.31	142,217,807.72	457,772.32	90 days	3.871%	LAIF	LAIF
L.A.I.F.-BONDS	State of California	Daily	221.01	221.49	0.71	90 days	3.871%	LAIF	LAIF
Total			**$ 169,551,055.72**	**$ 169,860,626.61**	**$ 457,773.04**				



	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26
LAIF-POOL	148,989,576	148,989,576	148,630,223	148,630,223	148,630,223	149,987,206	149,987,206	148,501,206	148,016,791	147,848,791	142,558,791	141,908,237	141,908,237
LAIF-BOND	4,433,156	4,433,156	4,485,737	4,485,737	3,618,737	3,665,995	3,665,995	3,665,995	3,706,029	3,706,029	643,029	676,221	221
INTEREST RATE	4.333%	4.313%	4.281%	4.272%	4.269%	4.258%	4.251%	4.212%	4.150%	4.096%	4.025%	3.931%	3.871%

STAFF REPORT

Meeting Date:	April 28, 2026
Agency:	City of Belmont
Staff Contact:	Brian Nguyen, Public Works, (650) 637-2998
Agenda Title:	3 Wakefield Court Easement Vacation & Dedication
Agenda Action:	Resolution

Recommendation

Adopt a resolution vacating an existing Public Service Easement (PSE) designed as "PSE Varies" over Lot 1, as shown on the map of "Hallmark West Unit 4," recorded on June 29, 1976, in Book 91 of Maps, Pages 24 and 25, Official Records of San Mateo County; accepting a new non-exclusive PSE over a portion of APN 045-444-020 from Ahmad Dababo, as Trustee, or any successor trustee, under the Ahmad Dababo Trust dated April 14, 2009, as described in Exhibit A (Legal Description) and shown on Exhibit B (Plat); and authorizing the City Manager and City Clerk to execute, accept, and record all documents necessary to complete the easement vacation and acceptance, including recordation with the San Mateo County Recorder.

Strategic Focus Area

Infrastructure and Mobility

Background

The property owner at 3 Wakefield Court proposes to relocate an existing public storm drain line currently located within a variably sized Public Service Easement (PSE) on private property to accommodate future development at the site. The existing mapped PSE, established in 1976, will no longer be needed in its current location following relocation of the storm drain line. To maintain ongoing operations and maintenance, the City will concurrently accept a new non-exclusive 10-foot-wide PSE (Exhibit A) aligned with the relocated storm drain.

The City has received written notice of consent or no objection from all affected utility providers and interested parties, as known and on file with the City, including Pacific Gas and Electric Company (dated August 25, 2025), AT&T California (dated September 17, 2025), Mid-Peninsula Water District (dated August 21, 2025), and Comcast (dated November 6, 2024).

Analysis

The property owner submitted an application on October 9, 2025, requesting vacation of the existing Public Service Easement (PSE). Pursuant to California Streets and Highways Code Section 8333, the City Council may summarily vacate a PSE that has been superseded by relocation and contains no other public facilities.

The proposed new PSE will provide continued City access and maintenance rights over the relocated storm drain facility. Accordingly, the City Council may summarily vacate the existing PSE and accept the new PSE pursuant to the Subdivision Map Act and Government Code Section 27281.

Alternatives

1. Take no actions.
2. Refer to staff for additional information.

Attachments

A. Exhibit A: Legal Description — New Non-Exclusive Public Service Easement (1,461 SF ±)
B. Exhibit B: Plat Map
C. Storm Drain Relocation Plan
D. No Objection Letters
E. 1976 Parcel Map

Fiscal Impact

☒ No Fiscal Impact
☐ Funding Source Confirmed:

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

RESOLUTION NO. 2026 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT ORDERING THE SUMMARY VACATION OF A PUBLIC SERVICE EASEMENT AND ACCEPTING A NEW PUBLIC SERVICE EASEMENT DEDICATED TO THE CITY ACROSS THE PROPERTY AT 3 WAKEFIELD COURT (APN 045-444-020)

WHEREAS, the real property located at 3 Wakefield Court, Belmont, California 94002, identified as Assessor's Parcel Number (APN) 045-444-020 (the "Property"), is owned by Ahmad Dababo, as Trustee, or any successor trustee, under the terms of the Ahmad Dababo Trust dated April 14, 2009 ("Owner"); and

WHEREAS, a Public Service Easement (PSE) designed as "PSE Varies" over Lot 1 is shown on the map of "Hallmark West Unit 4," recorded on June 29, 1976, in Book 91 of Maps, Pages 24 and 25, Official Records of San Mateo County (the "1976 Map PSE") ; and

WHEREAS, the Owner proposed to relocate an existing public storm drain line currently located within the 1976 Map PSE to accommodate future development at the Property, and as a result, the 1976 Map PSE will no longer be needed in its current location; and

WHEREAS, the Owner has requested that the City summarily vacate the 1976 Map PSE and has offered to dedicate to the City a replacement non-exclusive PSE aligned with the relocated storm drain; and

WHEREAS, the City has received and reviewed: (i) a legal description of the proposed PSE attached as Exhibit A; (ii) a plat attached as Exhibit B; (iii) a preliminary title report (on file with the City); and (iv) written consents or no objection letters from affected utility providers and interested parties (on file with the City), including Pacific Gas and Electric Company (dated August 25, 2025), AT&T California (dated September 17, 2025), Mid-Peninsula Water District (dated August 21, 2025), and Comcast (dated November 6, 2024) indicating no objection/consent; and

WHEREAS, pursuant to California Streets and Highways Code Division 9, Part 3, Chapter 4, Section 8333, subdivision (c), the City Council may summarily vacate a PSE that has been superseded by relocation and contains no other public facilities; and,

WHEREAS, the City Council has the authority to accept a new PSE pursuant to the Subdivision Map Act and Government Code Section 27281.

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

SECTION 1. The Public Service Easement designated as "PSE Varies" over Lot 1 as shown on the map of "Hallmark West Unit 4," recorded on June 29, 1976, in Book 91 of Maps, Pages 24 and 25, Official Records of San Mateo County, has been superseded by relocation, and that there are no public utility facilities in use that would be affected by vacation of the easement.

SECTION 2. The Council hereby vacates the easement described in Section 1 under Streets and Highways Code Division 9, Part 3, Chapter 4, Section 8333, and from and after the date this resolution is recorded, the vacated easement will no longer constitute a PSE.

SECTION 3. The Council hereby accepts a new non-exclusive PSE over a portion of APN 045-444-020 from Ahmad Dababo, as Trustee, or any successor trustee, under the terms of the Ahmad Dababo Trust dated April 14, 2009, as described in Exhibit A (Legal Description) and depicted in Exhibit B (Plan), and authorizes the City Manager and City Clerk to execute, accept, and record all documents necessary to complete the easement dedication and acceptance, including recordation with the San Mateo County Recorder.

* * *

ADOPTED April 28, 2026 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

EXHIBIT A
LEGAL DESCRIPTION
PUBLIC SERVICE EASEMENT

An easement over real property situate in the City of Belmont, County of San Mateo, State of California, described as follows:

Being a portion of Lot 1, as delineated upon that certain map entitled "HALLMARK WEST UNIT 4", filed for record in the Office of the Recorder of the County of San Mateo, State of California, on June 29th, 1976 in Book 91 of Maps, at Pages 24 and 25, and being more particularly described as follows:

BEGINNING at the intersection of the northeasterly line of said LOT 1 with the southeasterly line of the existing 10 feet wide PUBLIC SERVICE EASEMENT as shown on said MAP, said point being SOUTH 59°05'52" EAST 10.40 feet from the northerly corner of said LOT 1; thence, from said point of beginning, along said northeasterly line, SOUTH 59°05'52" EAST 94.93 feet to the northeasterly corner of an existing PUBLIC SERVICE EASEMENT with variable width as shown within said LOT 1; thence, along the southerly line of said variable width PUBLIC SERVICE EASEMENT the following two (2) courses: 1) SOUTH 30°54'08" WEST 5.00 feet; and 2) SOUTH 82°00'43" WEST 7.96 feet; thence, leaving said SOUTHERLY line, NORTH 59°05'52" WEST 81.18 feet to a point on a line 20 feet southeasterly of and parallel with the northwesterly line of said LOT 1; thence, along said parallel line, SOUTH 46°46'00" WEST 52.74 feet; thence NORTH 43°14'00" WEST 10.00 feet to the southeasterly line of said existing 10 feet wide PUBLIC SERVICE EASEMENT; thence, along said southeasterly line of said 10 feet wide PUBLIC SERVICE EASEMENT, NORTH 46°46'00" EAST 60.29 feet to the **POINT OF BEGINNING.**

Containing 1,461 square feet of land, more or less.

The basis of bearings for this description is the Northeasterly line of Lot 1, shown as SOUTH 59°05'52" EAST 10.40 feet in Book 91 of Maps at Pages 24-25, said County Records.

Attached hereto is EXHIBIT B, a plat to accompany legal description, and by this reference made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the PROFESSIONAL LAND SURVEYOR'S ACT.

End of Description.

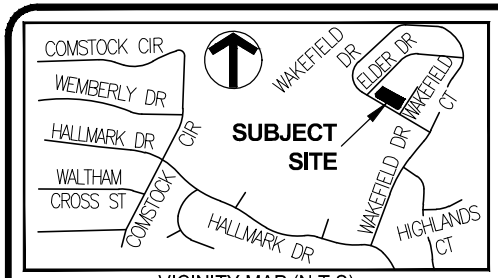
Peter Riechers

03/02/2026
Date

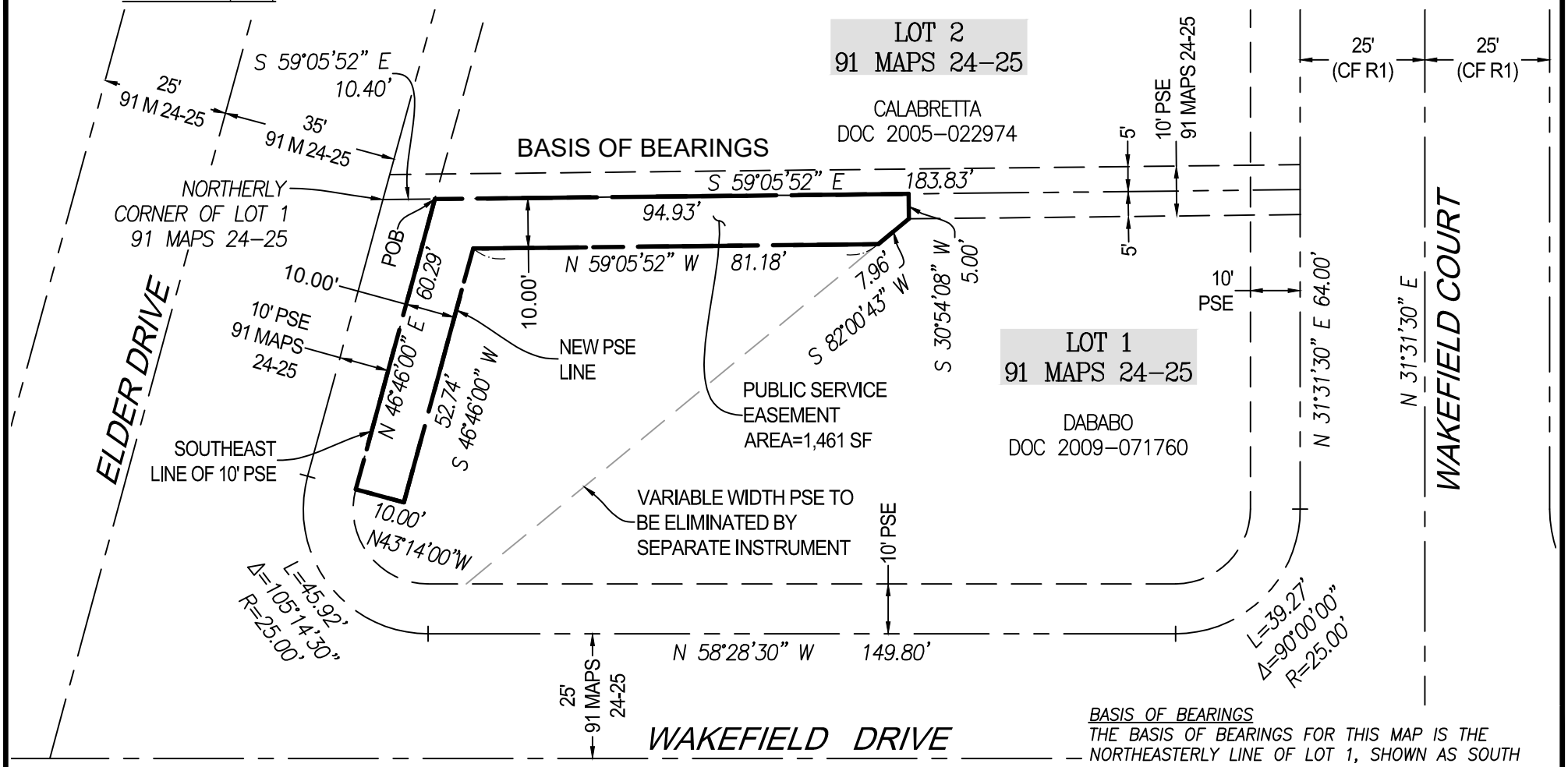
EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION
PUBLIC SERVICE EASEMENT

ATTACHMENT B



VICINITY MAP (N.T.S)



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTHEASTERLY LINE OF LOT 1, SHOWN AS SOUTH 59°05'52" EAST 10.40 FEET IN BOOK 91 OF MAPS AT PAGES 24-25, SAID COUNTY RECORDS.

LEGEND

CF	CALCULATED FROM
POB	POINT OF BEGINNING
PSE	PUBLIC SERVICE EASEMENT
SF	SQUARE FEET
R1	91 MAPS 24-25

ENGINEER:

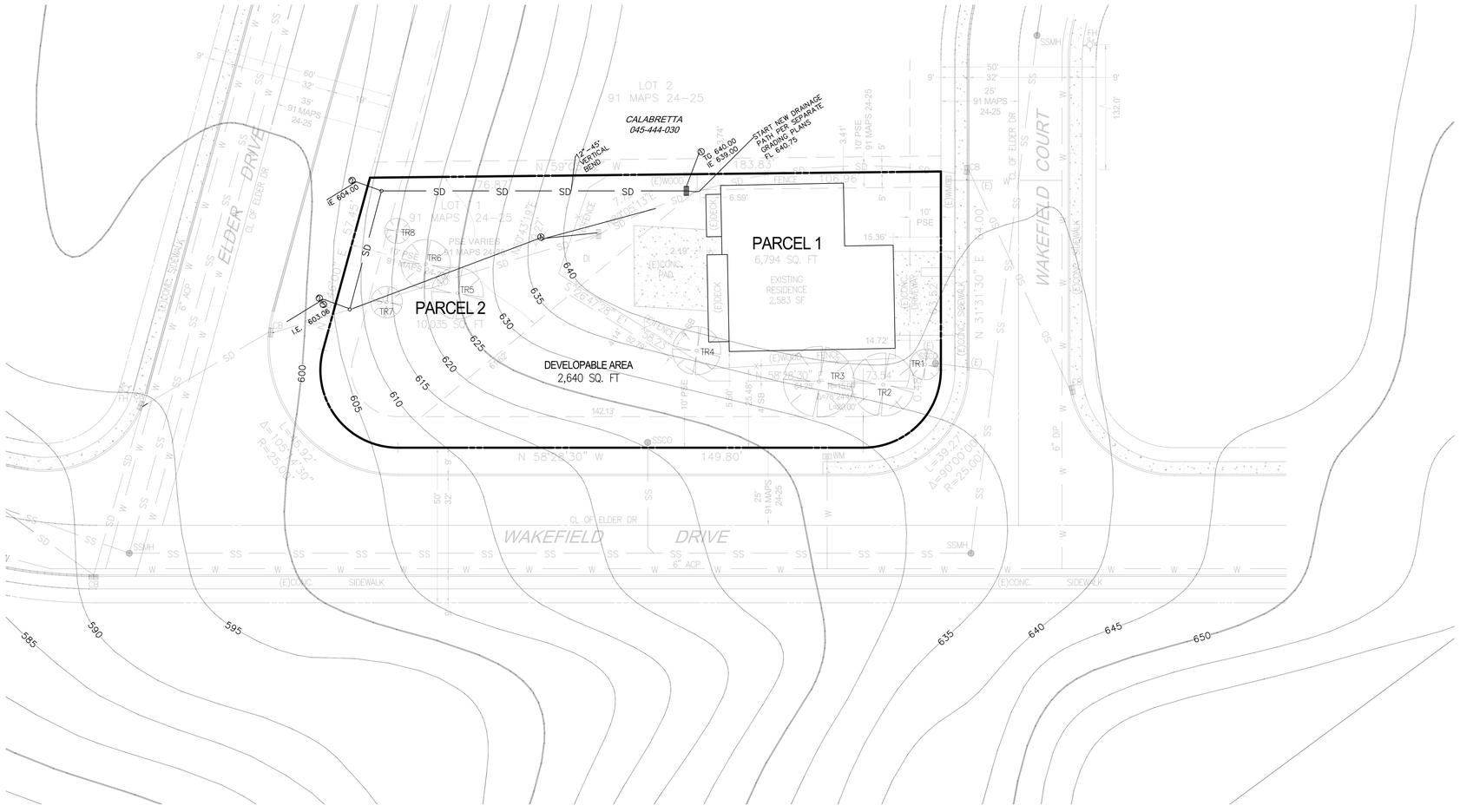
PETER RIECHERS
R.C.E. NO. 33483

03-02-2026
DATE

REGISTERED PROFESSIONAL ENGINEER
PETER RIECHERS
No. 33483
CIVIL
STATE OF CALIFORNIA

RIECHERS ENGINEERING
5 CANOPY LANE, NAPA, CA 94558
TEL: (707) 690-4425
WWW.RIECHERSENGINEERING.COM

PROJECT: 2025-EAS-BEL OCTOBER, 2025 SHEET 1 OF 1



ATTACHMENT C

NOTES:

1. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES:

1. INSTALL 12X12 NDS HINGED DURACAST™ GRATED INLET OR EQUIVALENT. SEE DETAILS ON SHEET C-3.0. CONNECT 12" PRECAST CONCRETE STORM DRAIN PIPE AND EXISTING STORM DRAIN PIPE TO PROPOSED INLET. ELEVATIONS PER PLANS
2. INSTALL PRE-CAST CONCRETE MANHOLE AND APPURTENANCES PER THE CITY OF BELMONT STANDARD DRAWING NOs SS-204, SD-305, SD-306, SD-309, SD-310
3. CONNECT TO EXISTING STORM DRAIN PIPE, INVERT ELEVATION PER PLAN
4. EXISTING STORM DRAIN SYSTEM TO BE ABANDONED IN PLACE

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE
- EASEMENT
- EASEMENT E.A.E.
- EASEMENT OPEN SPACE
- HARDSCAPE
- NEW CONSTRUCTION LINE
- VEGETATION
- EXISTING BUILDING LINE
- BENCHMARK
- CLEAN OUT
- GAS METER
- UTILITY POLE W/ GUY WIRE
- VALVE
- CATCH BASIN / DROP INLET
- WATER METER
- UTILITY BOX (SIZE VARIES)
- SIGN
- POST
- TREE W/ SIZE AND ELEVATION (10" / 100.0)
- EXISTING SPOT ELEVATION (100.00)
- PROPOSED SPOT ELEVATION (100.00)
- CONCRETE
- FENCE
- EDGE OF PAVEMENT
- EDGE DIRT ROAD
- SINGLE TREE
- TREES AND BRUSH
- SANITARY SEWER (SS)
- STORM DRAIN (SD)
- WATER (W)
- JOINT TRENCH (JT)

PREPARED BY: NAZARETH CIVIL
515 S FLOWER ST, STE 1919
LOS ANGELES, CA 90071
(818) 399-9135
YONAS MISGINA — REGISTERED ENGINEER
90746 — RCE NUMBER

STORM DRAIN PLAN

3 Wakefield Ct
Belmont, CA 94002

REV	DATE	DESCRIPTION
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-

LICENSED PROFESSIONAL ENGINEER
YONAS ABEBE MISGINA
C 90746
CIVIL
STATE OF CALIFORNIA

SIGN DATE:	03/30/2026
DATE:	30MAR2026
SCALE:	1" = 20'
DRAWN BY:	YM
CKD BY:	YM
PROJECT #:	

C-2.0

ATTACHMENT D

AT&T CALIFORNIA
Aria Pogni
359 WASHINGTON STREET
DALY CITY, CA 94015

T: 415-518-2172
AP126R@ATT.COM

September 17, 2025

City of Belmont
Department of Public Works/Engineering Division
1 Twin Pines, Ln Ste 385
Belmont, CA 94002

Re: Public Service Easement Realignment - 3 Wakefield Court Belmont.

Location: 3 Wakefield Court Belmont
APN: 045-444-020

Dear Brian Nguyen:

AT&T has reviewed the attached exhibit for easement vacation and has the following response:

_X_ No objection to the easement vacation.

___ No objection to the easement vacation but with the following reservations:

Sincerely,

Aria Pogni
Mary Anne Baron
Right of Way Manager
AT&T of California
359 Washington St.
Daly City, CA 94015

RIECHERS ENGINEERING
40 YEARS OF EXCELLENCE

Imran Rao <imran@riechersengineering.com>

3 Wakefield Court, Belmont - Easement Abandonment

Lakeman, Rebecca <Rebecca_Lakeman@comcast.com> Wed, Nov 6, 2024 at 12:19 AM
To: "Hill, Jason B" <Jason_Hill@comcast.com>, WSTCAR - COMCAST CALIFORNIA INTENTS <COMCAST_CALIFORNIAINTENTS@comcast.com>, Imran Rao <imran@riechersengineering.com>, "Pworks@belmont.gov" <Pworks@belmont.gov>, "mpwd@midpeninsulawater.org" <mpwd@midpeninsulawater.org>, WSTCAL - CONSTRUCTION - WESTBAY BURLINGAME <WSTCAL_Construction_WestBayBurlingame@comcast.com>

Good morning, Imran,

I just wanted to confirm with you this will not affect our existing facilities.

Thank you,

Rebecca Lakeman

Network Project Manager

California Construction and Engineering

Comcast Cable Corporation

1485 Bayshore Boulevard | San Francisco, CA | 94124

Email: Rebecca_lakeman@comcast.com

Mobile: 916.515.6017

COMCAST

*Comcast Confidential - Any unauthorized disclosure or use is strictly prohibited

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From: Hill, Jason B <Jason_Hill@cable.comcast.com>
Sent: Friday, October 25, 2024 10:42 AM
To: WSTCAR - COMCAST CALIFORNIA INTENTS <COMCAST_CALIFORNIAINTENTS@comcast.com>; Imran Rao <imran@riechersengineering.com>; Pworks@belmont.gov; mpwd@midpeninsulawater.org; WSTCAL - CONSTRUCTION - WESTBAY BURLINGAME <WSTCAL_Construction_WestBayBurlingame@comcast.com>; Lakeman, Rebecca <Rebecca_Lakeman@comcast.com>

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[Quoted text hidden]

RIECHERS ENGINEERING
40 YEARS OF EXCELLENCE

Imran Rao <imran@riechersengineering.com>

3 Wakefield Court, Belmont - Easement Abandonment

Rene Ramirez <rramirez@midpeninsulawater.org> Thu, Aug 21, 2025 at 10:16 PM
To: Imran Rao <imran@riechersengineering.com>
Cc: Kat Wuelfing <kwuelfing@midpeninsulawater.org>, Mike Anderson <mikea@midpeninsulawater.org>, Sarah Scheidt <SScheidt@midpeninsulawater.org>

Imran,

The District maintains an interest in those portions of the 10-foot PSE that parallel Elder Drive, Wakefield Drive and Court. That much larger PSE running through lot 1 contains no District facilities. I would suggest you contact the city of Belmont Public Works office to see what they know about that PSE running diagonally through lot 1.

Let me know if you have further questions.

[Quoted text hidden]
[Quoted text hidden]

August 25, 2025

Imran Rao imran@riechersengineering.com
5 Canopy Lane
Napa, CA 94558

Re: 3 Wakefield Couty, Belmont Public Service Easement Vacation

Dear Imran:

Thank you for giving us the opportunity to review the proposed Public Service Easement (PSE) vacation. This is in response to your request dated August 19, 2025, informing PG&E of the proposed PSE vacation, located at 3 Wakefield, in Belmont.

An investigation indicates that PG&E currently has no utility facilities within the proposed vacation area. Therefore, PG&E has no request or objections to the proposed street vacation.

If you have any questions regarding our response, please contact me at 559-220-2730 or Kaitlyn.casner@pge.com

Sincerely,

Katy Casner
Land Management

RIECHERS ENGINEERING
40 YEARS OF EXCELLENCE

Imran Rao <imran@riechersengineering.com>

3 Wakefield Court, Belmont - Easement Abandonment

Brian Nguyen <bnguyen@belmont.gov> Mon, Aug 25, 2025 at 10:01 PM
To: Imran Rao <imran@riechersengineering.com>

Hi Imran,

We CCTV'd the storm drain line that runs through the subject PSE and have found it to be in good working condition. That said, if the applicant would like to realign the PSE, they will have to also relocate the line that runs through it at their cost. You will also need to send notices to the neighbors and utility companies who may hold interest in the PSE. The easement realignment will need to go through a public hearing at City Council for project approval. There will be a fee involved for the easement vacation/dedication of $7,021.00 each, in this case, $14,042.00 total, see Fee Matrix below for reference. Let me know if there are any further questions, thank you.

Engineering Fees (Cont.)

Fee Group	Fee Description	Unit	Notes	FY 2025-26
	Stop Work Notice			**Permit fee + staff time**
	Surety Deposit (refundable)		$600 minimum cash deposit	**100% of construction value**
Miscellaneous	Engineering and inspection services not covered by any of the above	per hour		**$390.00**
Miscellaneous	Services provided by private consultant are charged at actual cost plus 30%			**Actual Cost + 30%**
Miscellaneous	Work performed by Public Works maintenance: Labor	per hour		**$390.00**
Miscellaneous	Work performed by Public Works maintenance: Material			**Actual cost & 30% markup**
Miscellaneous	Work performed by Public Works maintenance: Equipment		Based on current Caltrans rates	**Equip. Rental Rates**
Miscellaneous	Easement Vacation or Dedication			**$7,021.00**
Miscellaneous	Easement Vacation or Dedication		in excess of 18 hours	**$390.00**
Miscellaneous	Street Vacation			**$8,971.00**
Miscellaneous	Street Vacation	per hour	in excess of 23 hours	**$390.00**
Miscellaneous	Street Closure Request	per request		**$414.00**
Miscellaneous	Deferred Improvement Agreement			**$1,037.00**
Miscellaneous	Banner Permit			**$456.00**
Miscellaneous	Temporary Street Light Pole Banner Permit	Group of 5 banners	restrictions apply	**$100.00**
Miscellaneous	Temporary Street Light Pole Banner Permit	each additional group of 5 (or less)	restrictions apply	**$50.00**
Miscellaneous	Transportation Permit		single trip; per DOT	**$16.00**

The Finance Director has the authority to charge actual cost incurred including time, material, and overhead if a fee does not approximate actual cost incurred.

The Finance Director may establish procedures for evaluation of hardship requests for certain fees, where identified.

[Quoted text hidden]

ATTACHMENT E

VOL. 91 PG. 24

Hallmark® WEST UNIT 4

CONSISTING OF TWO SHEETS

A Portion of Rancho de las Pulgas

and lying entirely within the

City of Belmont, Calif.

SAN MATEO COUNTY

Jennings · McDermott · Heiss, Inc.

CIVIL ENGINEERS San Jose' LAND PLANNERS California

SHEET NUMBER ONE

February, 1975

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned are the only parties having any record title interest in the land subdivided & shown enclosed within the coloured boundary line upon this map & do hereby consent to the preparation & recordation of this map entitled "Hallmark West Unit 4", comprising 2 sheets and do hereby offer for dedication for public use as street or highway the parcel of land designated and delineated hereon as Wakefield Court and do also offer for dedication for use as Public Service Easements over, under and/or upon those parcels designated as Public Service Easement, (PSE)., and do also offer for dedication for public use as open space and parks the parcel of land designated and delineated hereon as PARCEL 'A'.

OWNER: Transamerica Title Insurance Company

Patrick M. Stanley

Corp. Asst. Sec.

ACKNOWLEDGEMENTS

State of California)
County of San Mateo) ss.

On this 13th day of May 1976 before me, the undersigned, a Notary Public in & for said County & State, residing therein, duly sworn & commissioned, personally appeared Patrick M. Stanley known to me to be Corporate Assistant Secretary of Transamerica Title Insurance Company, the Corporation that executed the within instrument as Owner & known to me to be the person who executed the same on behalf of the Corporation named herein & acknowledged to me that said Corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors as Owner. In witness whereof I have hereunto set my hand & affixed my Official Seal the day & year first above written.

My commission expires 6-9-78.

Kenneth A. Legg

NOTARY PUBLIC IN & FOR SAID COUNTY & STATE

~~State of California~~
~~County of~~
~~On this day of 197 before me, the undersigned, a Notary Public in & for said County & State, residing therein, duly sworn & commissioned, personally appeared~~
~~known to me to be the Corporation that executed the within instrument as Trustee & known to me to be the person who executed the same on behalf of the Corporation named herein & acknowledged to me that said Corporation executed the within instrument pursuant to its By-Laws or a resolution of its Board of Directors as Trustee. In witness whereof I have hereunto set my hand & affixed my Official Seal the day & year first above written.~~
~~My commission expires .~~

~~NOTARY PUBLIC IN & FOR SAID COUNTY & STATE~~

SURVEYORS CERTIFICATE

I hereby certify that during the month of MARCH 1976 a survey authorized by Blackwell Homes was made under my direction & that the survey is true & complete as shown on the within map of "Hallmark West Unit 4" comprising 2 sheets.

I do hereby certify that the monuments are of the character shown & occupy the positions indicated on within map (or that they will be set in such positions & as at such time as agreed upon) & that they are sufficient to enable this survey to be retraced. Witness my hand & seal this 3rd day of MAY 1976.

Robert G. McDermott L.S. 2734

Robert G. McDermott

CITY ENGINEERS CERTIFICATE

I do hereby certify that I have examined this final map of "Hallmark West Unit 4" comprising 2 sheets & that the subdivision as is shown thereon is substantially the same as it appeared on the tentative map & any approved alterations thereof; that all provisions of the Subdivision Map Act & any local ordinance applicable at the time of approval of the tentative map have been complied with & I am satisfied that the said map is technically correct. Dated this 16 day of June 1976.

James Dourhman

CITY ENGINEER, CITY OF BELMONT

SOILS REPORT

A Soils Report was prepared April 26, 76 by Applied Soil Mechanics (A6-0713-31).

CITY CLERKS CERTIFICATE

I, James W. McLaughlin, City Clerk of the City of Belmont, County of San Mateo, California, do hereby certify that the City Council of said City of Belmont, by a resolution adopted at a regular meeting of said Council held the 24th day of May 1976 has approved this final map entitled "Hallmark West Unit 4" comprising 2 sheets & has accepted on behalf of the public Parcel 'A' and Wakefield Court & has declared same to be open streets or highways, & has also accepted for use as Public Service Easements those parcels designated hereon as "P.S.E" (Public Service Easement). Dated this 22nd day of JUNE 1976

James W. McLaughlin, C.M.C.

CITY CLERK, CITY OF BELMONT

COUNTY RECORDERS CERTIFICATE

Recorded at the request of Blackwell Homes at 56 minutes past 3:00 P.M. on the 29th day of JUNE 1976 in Book 91 of Maps, pages 24 & 25 in the Office of the Recorder of the County of San Mateo, California.

File Number 91694 AJ.

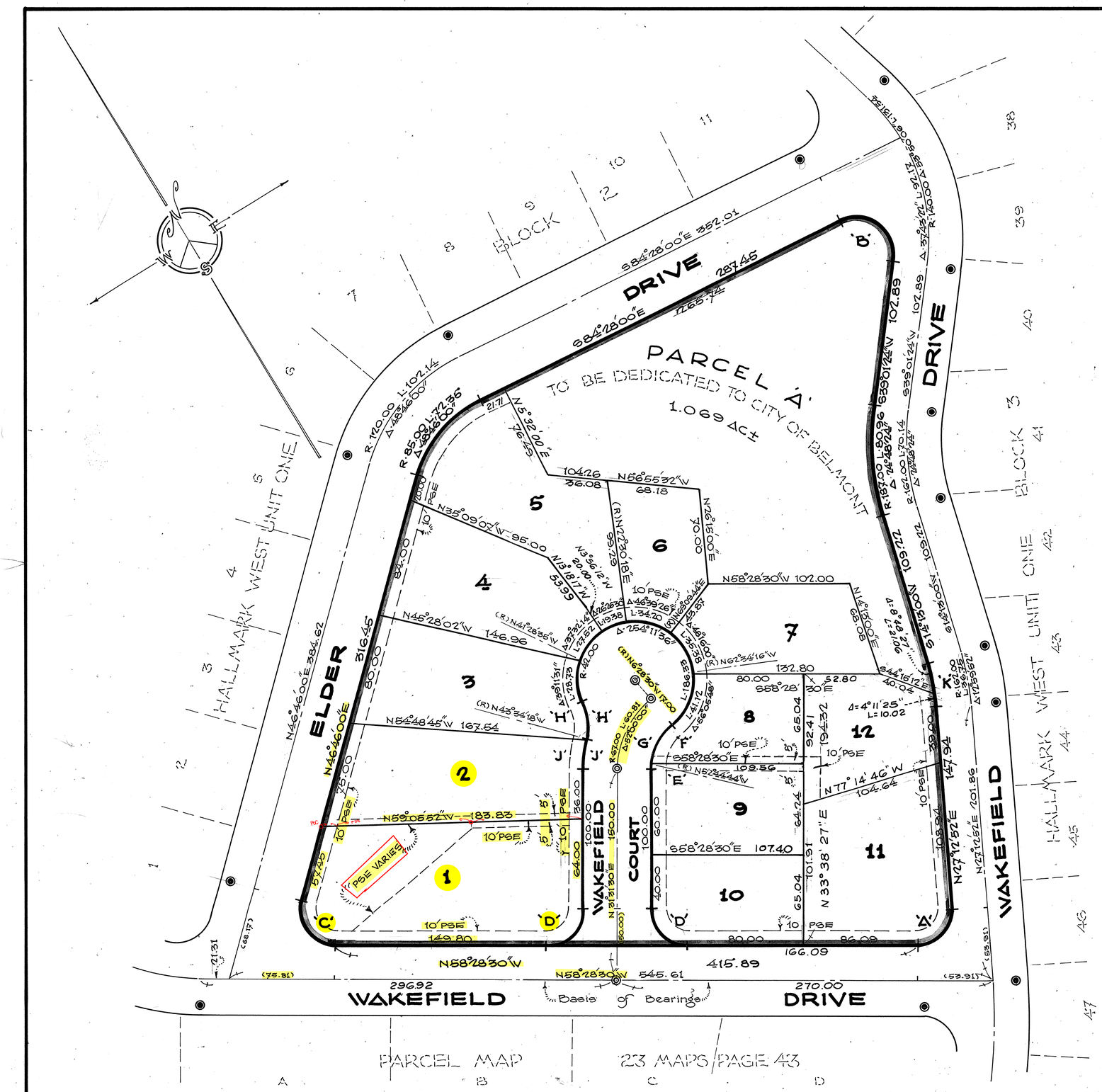
Marvin Church

COUNTY RECORDER, SAN MATEO COUNTY

by E. M. Hardy, Deputy

Job N° 2039

VOL. 91 PG. 25



Hallmark WEST UNIT 4

A Portion of the Rancho de las Pulgas
CITY of Belmont, SAN MATEO, COUNTY
CONSISTING OF 2 SHEETS

Jennings·McDermott·Heiss, Inc.
CIVIL ENGINEERS & PLANNERS
San Jose

SCALE: 1"=50' FEBRUARY, '75

NOTES, BASIS OF BEARINGS, LEGEND

A Soils Report was prepared April 6, '72 by Gribaldo-Jones, Associates. All of the dimensions shown upon this here map are in feet and decimals thereof. The blue border indicates the boundary of land subdivided by this map (approximately 4.001 acres of land). All lot corners and points of curvature that adjoin public improvements (i.e. sidewalks), to be permanently monumented by either ¾ inch iron pipe or chiseled crosses on top of curbs on an offset. All rear corners, however, to be set with ¾ inch iron pipe. The bearing of N58°28'30"W for the centerline of Wakefield Drive, as shown on "Hallmark West Unit 1" was taken as basis of bearings hereon. (filed in Book 79, page 18) Standard City Monuments found per "Hallmark West Unit 1" which are set 7.00 feet off property line at right angles thereto.

⊙ Standard City Monument found.
◎ Standard City Monument set.
PSE Public Service Easement.

CURVE	RADIUS	DELTA	LENGTH
A	25.00	94°18'38"	41.15
B	25.00	128°29'24"	83.88
C	25.00	105°14'30"	45.92
D	25.00	90°00'00"	39.27
E	42.00	5°49'46"	4.20
F	42.00	46°16'14"	33.92
G	42.00	52°00'00"	38.12
H	42.00	37°05'48"	27.19
J	92.00	14°54'12"	23.88
K	137.00	12°59'52"	31.08

SHEET N° 2

File Number 91694 AJ. Filed for record this 29th day of JUNE 1976 at 3:56 o'clock P. M. in Book 91 of Maps, pages 24 & 25.

Job N° 2039

STAFF REPORT

Meeting Date:	April 28, 2026
Agency:	City of Belmont
Staff Contact:	Daniel Matthews, Assistant Civil Engineer, (650) 637-2985, dmatthews@belmont.gov
Agenda Title:	Senate Bill 1 (SB 1) Local Streets and Roads Project List Fiscal Year (FY) 2026-2027
Agenda Action:	Resolution

Recommendation

Adopt a resolution approving a list of proposed projects for fiscal year (FY) 2026-2027 funded by the Road Repair and Accountability Act of 2017.

Strategic Focus Area

Infrastructure and Mobility

Background

On April 28, 2017, after years of advocacy to address the state's transportation funding shortfall, the Legislature passed and the Governor signed Senate Bill 1 (SB 1), also known as the Road Repair and Accountability Act of 2017. SB 1 provides a significant, stable, and on-going increase in state transportation funding to support basic road maintenance, rehabilitation, and critical safety needs on state highways and local streets and roads.

SB 1 established the Road Maintenance and Rehabilitation Account (RMRA) to fund eligible local street and road projects. The legislation emphasizes accountability and transparency in the delivery of California's transportation programs. To remain eligible for RMRA funding, the City must annually adopt, by resolution each year, a list of projects proposed to receive this funding. The list must include a description, location of each proposed project, a schedule for the project's completion, and the estimated useful life of the improvement.

Analysis

Staff has prepared a resolution that satisfies the requirements of the Road Repair and Accountability Act of 2017. For FY 2026–2027, SB 1 funding will support construction costs, including construction support, for the 2026 Pavement Rehabilitation Project; major pavement repairs under the Belmont Hotspot Repair Program (formerly known as the Belmont Hotspot Repair Project); and design of the 2027 Pavement Rehabilitation Project.

The street segments for the 2026 Pavement Rehabilitation Project were identified through the City's adopted 2024-2029 Five-Year Pavement Plan. The project scope has been expanded to include additional

streets from the planned 2027 Pavement Rehabilitation Project as bid alternates. The current list of street segments is provided in Attachment B.

The Belmont Hotspot Repair Program addresses deficient pavement sections across the City through localized pavement and sub-base repairs. These locations are identified by community reports via phone, email, and the MyBelmont app, as well as through staff-led walking audits of streets with low Pavement Condition Index (PCI) scores.

Due to the advancement of the street segments previously identified for 2027 in the Five-Year Pavement Plan, and because the remaining streets scheduled for 2028 and 2029 require coordination with other public improvement projects. Staff is using the City's Pavement Management System to evaluate candidate streets based on consistent, data-driven criteria, similar to those used in developing the current Five-Year Plan. This approach helps ensure that available funding is allocated equitably across the City and directed toward streets with the greatest need. The evaluation is currently underway, and we anticipate bringing recommendations to the City Council in the coming mont

Alternatives

1. Take No Action
2. Provide direction to staff on street selection for future years' projects

Attachments

A. Resolution
B. 2026 Pavement Rehabilitation Project Street List

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: SB 1 funding through RMRA is allocated as part of the annual budget development process and five-year capital improvement program.

Source:	**Purpose:**	**Public Outreach:**
Staff	Statutory/Contractual Requirement	Posting of Agenda

RESOLUTION NO. 2026 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT ADOPTING A LIST OF PROPOSED PAVEMENT PROJECTS FOR FISCAL YEAR 2026-2027 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Belmont are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, , the City, will receive an estimated $791,419 in RMRA funding in Fiscal Year 2026-2027 from SB 1; and

WHEREAS, this is the tenth year in which the City is receiving SB 1 funding, which enables the City to continue essential road maintenance and rehabilitation projects, safety improvements, and mobility enhancements that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation project priorities list including providing information on City's website and conducting presentations at the City Council meetings on existing and proposed street capital improvement project; and

WHEREAS, the City uses the StreetSaver program, a pavement management system, to develop the Five-Year Pavement Plan, which informs the SB 1 project list and helps ensure revenues are used on high-priority and cost-effective projects that meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate eight street segments throughout the City this year and support similar projects in future years; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in a fair condition, and this revenue will help improve overall pavement condition over time; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure, including basic maintenance, safety improvements, complete streets infrastructure, and using cutting-edge technology, materials and practices, will provide positive benefits to the community.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The following previously proposed and adopted projects may utilize Fiscal Year 2026-2027 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in this resolution, the City of Belmont reaffirms its intent to fund these projects with RMRA revenues:

Project Title: 2026 Pavement Rehabilitation Project
Project Description: Heavy and light rehabilitation of eight street segments with associated curb ramps and drainage improvements
Project Location: City of Belmont (El Verano Way, Fernwood Way, College View Way, Phyllis Court, Paloma Avenue, Broadway, Sunnyslope Avenue, and Prospect Street)
Estimated Project Schedule: Start (06/25) – Completion (12/26) based on the component being funded with RMRA funds
Estimated Project Useful Life: 15 years

Project Title: Pavement Hotspot Repair Program (formerly known as the Pavement Hotspot Repair Project)
Project Description: Address deficient pavement sections across the City through digouts and localized repairs
Project Location: City of Belmont (The neighborhoods of Belmont Heights, Plateau-Skymont, Cipriani, Western Hills, McDougal, Central, Downtown, Homeview, Sterling Downs, and East of Highway 101)
Estimated Project Schedule: Start (07/25) - Completion (6/27) based on the component being funded with RMRA funds
Estimated Project Useful Life: 10 years

SECTION 3. The following list of newly proposed projects will be funded in part or solely with Fiscal Year 2026-2027 RMRA revenues:

Project Title: 2027 Pavement Rehabilitation Project
Project Description: Heavy and light rehabilitation of street segments, with associated curb ramps and drainage improvements
Project Location: City of Belmont (Belmont Heights, Plateau-Skymont, Cipriani, Western Hills, McDougal, Central, and Downtown neighborhoods)
Estimated Project Schedule: Start (06/26) – Completion (12/27) based on the component being funded with RMRA funds
Estimated Project Useful Life: 15 years

* * *

ADOPTED April 28, 2026 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 B
STREET LIST
2026 PAVEMENT REHABILITATION PROJECT

Street Name	Beginning Location	End Location	Length (LF)	Width (LF)	Section Area (SF)	Base Bid or Bid-Alt	Anticipated Treatment	Current PCI
BROADWAY	SIXTH AVENUE	SUNNYSLOPE AVENUE	300	30	9,000	Base Bid	Heavy Rehabilitation	5
BROADWAY	SUNNYSLOPE AVENUE	PALOMA AVENUE	300	23	6.900	Base Bid	Heavy Rehabilitation	6
COLLEGE VIEW WAY	SOUTH ROAD	END OF TURN-A-ROUND	1050	24	25,200	Base Bid	Heavy Rehabilitation	19
EL VERANO WAY	CHULA VISTA DRIVE	MAYWOOD DRIVE	1,650	27	44,550	Base Bid	Heavy Rehabilitation	24
FERNWOOD WAY	CHULA VISTA DRIVE	EL VERANO WAY	780	27	21,060	Base Bid	Heavy Rehabilitation	25
KORBEL WAY	SOUTH ROAD	END OF CUL DE SAC	220	22	4,840	Base Bid	Heavy Rehabilitation	18
PALOMA AVE	DEAD END	VINE ST	850	24	20,400	Base Bid	Heavy Rehabilitation	24
PHYLLIS COURT	COLLEGE VIEW WA	END OF CUL DE SAC	200	27	5400	Base Bid	Heavy Rehabilitation	8
SUNNYSLOPE AVENUE	O'NEILL AVE	BELMONT-SAN CARLOS BORDER	2230	20-[illegible]	57,020	Bid-Alt	Heavy Rehabilitation	10
PROSPECT STREET	LANE STREET	BELMONT-SAN CARLOS BORDER	500	22	11,000	Bid-Alt	Heavy Rehabilitation	18

STAFF REPORT

Meeting Date:	April 28, 2026
Agency:	City of Belmont
Staff Contact:	Bozhena Palatnik, Public Works, (650) 595-7463, bpalatnik@belmont.gov
Agenda Title:	Salson Trail Culvert Replacement Project - Additional Budget Appropriation
Agenda Action:	Resolution

Recommendation

Adopt a resolution approving an additional $250,000 in project budget funding and authorizing the City Manager to negotiate and execute construction change orders, design amendments, and additional construction management, inspection services, and related services for the Salson Trail Culvert Replacement Project, in a total amount not to exceed $250,000.

Strategic Focus Area

Infrastructure and Mobility

Background

The Salson Trail is an unpaved fire road located south of the Sugar Loaf Open Space area near East Laurel Creek Road. The trail provides recreational access and serves as a critical emergency route for firefighting operations across approximately 100 acres of open space along the tributary of Laurel Creek. This area is surrounded by residential neighborhoods in both Belmont and San Mateo.

During the large significant winter storm events of 2022-23, high creek flows exceeded the capacity of an existing 48-inch storm culvert at a tributary crossing along the trail. The crossing overtopped, resulting in substantial erosion of the creek banks, undermining the emergency access road, and exposing an existing 10-inch sanitary sewer main that also crosses at this location.

The project was subsequently designed, and approved by the California Department of Fish and Wildlife (CDFW), advertised for bid in May 2025, and construction commenced began in August 2025. Due to unforeseen site conditions and additional CDFW permit requirements encountered during construction, the project could not be completed as originally scheduled in Summer 2025 and requires additional work and funding to reach completion.

Analysis

During construction, several unforeseen site and regulatory conditions were encountered that required work beyond the original scope. These included bank instability, necessary modifications to the drainage channel, sediment accumulation, and additional environmental protection measures required by CDFW. To address these conditions and maintain regulatory compliance, additional measures were implemented to stabilize slopes, protect wildlife, and ensure the long-term performance of the culvert crossing. These actions were necessary to safely complete construction and while protecting the surrounding creek

environment.

As a result, construction change orders were issued for the following items:

1. Tree removal
2. Woodrat monitoring
3. Installation of Ertec E-Fence and tunnels to prevent woodrats from entering the work site
4. Additional survey work for the headwall design and installtion
5. Installation of additional trench plates to protect existing culvert
6. Weekend construction work
7. Installation of additional HDPE sanitary sewer pipe
8. Winterization of the site to comply with CDFW requirements
9. Installation of the water-filled barriers and subsequent removal of the barriers following issuance of the amended CDFW permit
10. Additional topographic survey
11. Oak tree restoration
12. Implementation of the remediation and restoration plan

While the original Council-approved construction contract included sufficient contingency to address contract work and change orders to date, the contractor was unable to complete all required work, including the upland restoration required by the California Department of Fish and Wildlife (CDFW). Throughout construction, staff coordinated closely with CDFW and kept the agency informed of field challenges to secure approval for a winterization plan. Although the site was stabilized and made safe for the winter season, the resulting conditions differ from those previously approved by CDFW, necessitating an amendment to the Lakebed and Streambed Alteration Agreement (LSAA). This amendment is anticipated to include additional restoration requirements.

Combined with the remaining contract work, these additional requirements are expected to exceed the current available budget and contract not-to-exceed amount. In addition, staff estimates approximately $25,000 in additional costs for inspection and construction management services to support completion of construction and project closeout.

To complete design for the LSAA amendment and revised restoration scope, staff negotiated Amendment No. 2 to Task Order No. 1 with Mott MacDonald Group, Inc. On March 10, 2026, City Council authorized the City Manager to execute this amendment in an amount not to exceed $165,341 for a total revised contract amount not to exceed $426,428. The scope of the amendment includes preparation of LSAA amendment materials, anticipated additional environmental monitoring, and installation of the anticipated upland restoration. At the March 10 meeting, staff indicated that sufficient funding was available in the Capital Improvement Program (CIP) Salson Trail Culvert Replacement Project #3233; however, this inadvertently did not take into account for pending invoices from the contractor, Westrock Engineering Inc.

Additionally, staff time was not originally budgeted for this project, and additional funding is needed to cover both current and remaining staff effort through project completion.

Budget Augmentation

Based on the above analysis, the project is anticipated to exceed its approved budget. A summary of current expenditures and anticipated costs is provided below:

Cost Category	Original Approved Budget	Current Expenditure	Anticipated Additional Costs	Anticipated Totals
Design and Environmental Costs	$100,000.00	$172,913.46	$165,341.00	$338,254.46
Construction Costs	$780,000.00	$614,081.87	$125,000.00	$739,081.87
City Costs	$0.00	$41,089.50	$10,000.00	$51,089.50
Total:	**$880,000.00**	**$828,084.83** ($51,915.17 remaining)	**$275,341.00**	**$1,128,425.83** ($248,425.83 shortfall)

Accordingly, staff is requesting that Council approve:

- Additional appropriations of $125,000 from Measure I and $125,000 from Belmont Fire Protection District for a total amount of $250,000 for the Salson Trail Culvert Replacement Project (CIP Project #3233) to fund the remaining work.
- Authorization for the City Manager to negotiate and execute a contract change order with Westrock Engineering, Inc for an amount not to exceed $100,000 for remobilization, completion of remaining work per amended CDFW permit requirements and related services, and demobilization.
- Authorization for the City Manager to negotiate and execute Amendment No. #1 to Task Order #1 with MNS Engineers, Inc. for additional inspection and construction management services for the remaining construction for an amount not to exceed $25,000.

Pending Council approval, design for the remaining work will commence and submitted to CDFW for approval. Remaining construction is anticipated to be completed during the summer, with upland restoration occurring prior to the wet-weather season to help ensure vegetation establishment in compliance with regulatory requirements.

Alternatives

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

Attachments

A. Resolution

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: Funding for the additional $250,000 to be appropriated in Capital Improvement Program (CIP) Salson Trail Culvert Replacement Project #3233, funded $125,000 from Measure I and $125,000 from Belmont Fire Protection District Fund.

Source:	**Purpose:**	**Public Outreach:**
Staff	Statutory/Contractual Requirement	Posting of Agenda

RESOLUTION NO. 2026 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING $250,000 IN ADDITIONAL PROJECT BUDGET FUNDING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE CONSTRUCTION CHANGE ORDERS, DESIGN AMENDMENTS, ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, AND RELATED SERVICES FOR THE SALSON TRAIL CULVERT REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $250,000.

WHEREAS, the Salson Trail Culvert Replacement Project was designed, approved by the California Department of Fish and Wildlife (CDFW), advertised to bid, and underwent construction in 2025; and,

WHEREAS, due to unforeseen site conditions and additional CDFW permit requirements encountered during construction, the project could not be completed as originally scheduled in 2025 and requires additional work and funding to complete construction; and,

WHEREAS, the unforeseen condition resulted in multiple construction change orders, additional design to amend the CDFW permit, additional site restoration requirements, and additional costs for inspection and construction management services; and,

WHEREAS, the additional expenditures needed to complete the project for the total amount of $250,000 will be budgeted from Measure I and Belmont Fire Protection District accounts.

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

SECTION 1. The City Manager is authorized to approve additional appropriations of $125,000 from Measure I and $125,000 from Belmont Fire Protection District for a total amount of $250,000 to the Salson Trail Culvert Replacement Project (CIP Project #3233) to fund remaining construction, construction management/inspection services, design required for the environmental compliance, and staff costs.

SECTION 2. The City Manager is authorized to negotiate and execute a contract change order with Westrock Engineering, Inc for an amount not to exceed $100,000 for remobilization, completion of remaining work per amended CDFW permit requirements and related services, and demobilization.

SECTION 3. The City Manager is authorized to negotiate and execute Amendment No. #1 to Task Order #1 with MNS Engineers, Inc. for additional inspection and construction management services for the remaining construction for in amount not to exceed $25,000.

* * *

ADOPTED April 28, 2026 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

STAFF REPORT

Meeting Date:	April 28, 2026
Agency:	City of Belmont
Staff Contact:	Brian Nguyen, Public Works, (650) 637-2998, bnguyen@belmont.gov
Agenda Title:	Hill Street and El Camino Real HAWK Project
Agenda Action:	Resolution

Recommendation

Adopt a resolution approving plans and specifications, authorizing advertisement for sealed bids, authorizing the City Manager to execute a construction contract with the lowest responsive and responsible bidder for the Hill Street and El Camino Real HAWK Project (City Contract Number 2026-652) in an amount not to exceed $619,543, plus a ten percent construction contingency, and approving a task order with Tanner Pacific for construction management services an amount not to exceed $99,960.

Strategic Focus Area

Infrastructure and Mobility

Background

In 2016, the City Council adopted the City of Belmont Comprehensive Pedestrian/Bicycle Plan, which established guiding principles and strategies to enhance walking and bicycling as viable transportation options for both commuting and recreation. The High-Intensity Activated Crosswalk (HAWK) Project was identified in the plan and proposes installation of a HAWK signal at the intersection of El Camino Real and Hill Street. The project is intended to improve pedestrian and bicycle connectivity and accessibility between surrounding residential neighborhoods, nearby housing developments, and the Belmont Caltrain station.

In 2017, the City Council approved the Belmont Village Specific Plan (BVSP) which updated land use regulations in the downtown and transit-oriented core to support planned housing and mixed-use development. Since its adoption, several new multi-family projects have been constructed or are currently underway, contributing to increased pedestrian and bicyclist activity, particularly within the Belmont Village core area, and helping to advance the vision of the plan.

Analysis

A portion of the HAWK Project will be constructed as part of frontage improvements associated with the adjacent Linc Housing Development Project (Linc Project) and will be reimbursed to the developer in accordance to City Council Resolution 2026-02. The remaining work will be completed by the city. Based on the completed design, the engineer's estimate for the project is $619,543. Bids are anticipated to open in May 2026 with construction expected to begin by this summer. The project includes an estimated 80 working days of material procurement and 60 working days for construction, for a total contract duration of 140 working days.

Given the project's complexity, anticipated construction traffic impacts along El Camino Real, and the need for ongoing coordination with the public and adjacent affordable housing development, dedicated construction management and inspection support is essential to maintain schedule, manage risks, and ensure successful project delivery. Staff solicited fee proposals from two on-call consultant firms and Tanner Pacific was selected based on their qualifications and demonstrated experience delivering similar construction projects. The proposed cost for construction management, engineering support, inspection, and quality assurance services is $99,960.

The project is categorically exempt from the California Environmental Quality Act (CEQA) under the CEQA Section 15301(c), as it involves minor alterations to existing facilities.

Alternatives

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

Attachments

A. Resolution
B. Project Plans
C. Project Specifications
D. Construction Management and Inspection Proposal from Tanner Pacific

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:	The total estimated construction cost is $619,543 plus a ten percent construction contingency and $99,960 for construction management service. Funding is budgeted in Capital Improvement Program (CIP) Belmont Village Pedestrian and Bicycle Improvement Project# 3232 (Account No. 399-3-730-3232-9030) and is supported by Measure A Street Improvement Fund, Measure I Fund, and $300,000 contribution from the County of San Mateo. The full construction amount is incorporated in the proposed FY 2026-27 CIP project budget with the construction contract execution following shortly after.

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

RESOLUTION NO. 2026 –

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 IN AN AMOUNT NOT TO EXCEED $619,543 PLUS A TEN PERCENT CONSTRUCTION CONTINGENCY, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A TASK ORDER FOR CONSTRUCTION MANAGEMENT SERVICES WITH TANNER PACIFIC IN AN AMOUNT NOT TO EXCEED $99,960 FOR THE HILL STREET AND EL CAMINO HAWK CROSSING PROJECT, CITY CONTRACT NUMBER 2026-652.

WHEREAS, the Department of Public Works has prepared plans and specifications for the Hill Street and El Camino Real HAWK Project, Construction Contract Number 2026-652; and

WHEREAS, the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15301(c) as it involves minor alterations of existing facilities; and

WHEREAS, the project is budgeted from the Account Number 399-3-730-3232-9030 (Hill Street and El Camino Real HAWK Project).

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 in an amount not to exceed $619,543 plus a ten percent construction contingency for the Hill Street and El Camino Real HAWK Project, City Contract Number 2025-638.

SECTION 2. The City Manager is authorized to negotiate and execute a Task Order with Tanner Pacific to provide construction management services in an amount not to exceed $99,960 for the Hill Street and El Camino Real HAWK Project, City Contract Number 2026-652.

* * *

ADOPTED April 28, 2026 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

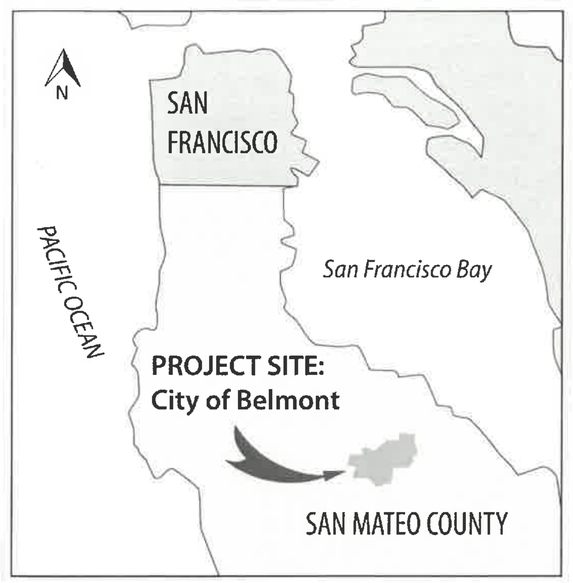
CITY OF BELMONT

HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT

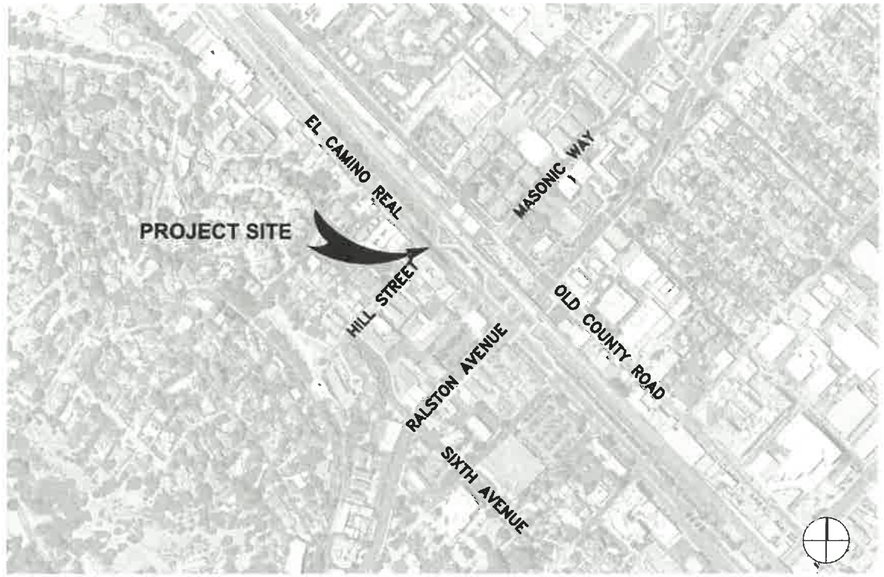
APRIL 2026

CITY CONTRACT NUMBER: 2026-652

LOCATION MAP
NOT TO SCALE



PROJECT SITE
NOT TO SCALE



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PREPARED UNDER THE DIRECTION OF:

ANDREW LEE, PE, TE
SENIOR CONSULTANT, PARAMETRIX

CITY OF BELMONT:

DENNY PHAN, PE
CITY ENGINEER

100% BID DOCUMENTS

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ATTACHMENT B

Parametrix

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

REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
TITLE SHEET

REVISIONS		
5		
4		
3		
2		
1		
NO.	DESCRIPTION	

DATE	SCALE
04/02/2026	NTS

PMX PROJECT NO. 474-8940-001

DRAWING T-1

SHEET NO. 1 OF 17

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 STANDARD PLANS, SAN MATEO COUNTY, STANDARD PLANS CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS), AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), ISSUED BY CALTRANS.
2. HORIZONTAL AND VERTICAL DIMENSIONS PROVIDED ON THE DRAWINGS ARE BASED ON DESIGN SURVEY METHODS. FIELD MEASUREMENTS MAY VARY FROM THOSE ON THE DRAWINGS. ADJUSTMENTS TO LINE AND GRADE MAY BE MADE BY THE ENGINEER DURING CONSTRUCTION. 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 (2025)

A24F–A24G	PAVEMENT MARKINGS
A88A	CURB RAMP DETAILS
ES1A–ES8B	ELECTRICAL SYSTEMS

CITY OF BELMONT STANDARD DETAILS

SI 100	PAVEMENT MARKINGS
SD 300	CURB RAMP DETAILS
SD 302	ELECTRICAL SYSTEMS

SYMBOLS LEGEND

EXISTING

- ANCHOR POLE
- 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

PROPOSED

- PEDESTRIAN PUSH BUTTON ASSEMBLY
- PULL BOX
- PEDESTRIAN HYBRID BEACON SIGNAL HEAD
- SIGN
- DRAINAGE INLET

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

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DRAWN: ML | CHECKED: AG | DESIGNED: ML | APPROVED: AL

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REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT

HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT

GENERAL NOTES

REVISIONS		
5		
4		
3		
2		
1		
NO.	DESCRIPTION	

DATE 04/02/2026 | SCALE NTS

PMX PROJECT NO. 474-8940-001

DRAWING T-2

SHEET NO. 2 OF 17

EROSION PREVENTION AND SEDIMENT CONTROL

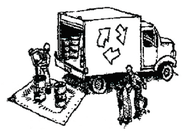
1. PERFORM EROSION PREVENTION AND SEDIMENT CONTROL IN ACCORDANCE WITH THE LATEST APPENDIX CHAPTER 33 OF THE CALIFORNIA BUILDING CODE, APPLICABLE SAN MATEO COUNTY REGULATIONS, AND SECTION 20 OF THE CALTRANS STANDARD SPECIFICATIONS.
2. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE USED TO ENSURE THAT WATER ENTERING THE STORM DRAIN BELOW THE CONSTRUCTION SITE IS EQUIVALENT QUALITY AND CHARACTER AS THE WATER ABOVE THE SITE.
3. CONTRACTOR IS RESPONSIBLE FOR PREVENTING STORM WATER POLLUTION GENERATED FROM THE CONSTRUCTION SITE YEAR ROUND. WORK SITES WITH INADEQUATE EROSION PREVENTION AND/OR SEDIMENT CONTROL MAY BE SUBJECT TO STOP WORK AND/OR ADDITIONAL INSPECTION FEES TO VERIFY COMPLIANCE WITH THE SAN MATEO COUNTY'S C.3 REGULATED PROJECTS GUIDE CRITERIA.
4. IF DISCREPANCIES BETWEEN THESE NOTES, MATERIAL REFERENCED ON THE PLANS OR MANUFACTURER'S RECOMMENDATIONS, THEN THE MOST PROTECTIVE SHALL APPLY.
5. AT ALL TIMES THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND COMPLYING WITH THE STATE OF CALIFORNIA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBING ACTIVITIES SUCH AS CLEARING, GRADING, EXCAVATION, STOCKPILING, AND RECONSTRUCTION OF EXISTING FACILITIES INVOLVING REMOVAL AND REPLACEMENT.
6. CONTRACTOR MUST IMPLEMENT AN EFFECTIVE COMBINATION OF EROSION PREVENTION AND SEDIMENT CONTROL ON ALL DISTURBED AREAS DURING THE RAINY SEASON (OCTOBER 1 – APRIL 30). GRADING AND DRAINAGE INVOLVEMENT SHALL BE PERMITTED DURING THE RAINY SEASON ONLY WHEN ON-SITE SOIL CONDITIONS PERMIT THE WORK TO BE PERFORMED IN COMPLIANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS.
7. DURING THE RAINY SEASON, STORM WATER BMP'S REFERENCED OR DETAILED IN SAN MATEO COUNTY'S C.3 REGULATED PROJECTS GUIDE SHALL BE IMPLEMENTED AND FUNCTIONAL ON THE SITE AT ALL TIMES AND HE AREA OF ERODIBLE LAND EXPOSE ANT ANY ONE TIME DURING THE WORK SHALL NOT EXCEED ONE ACRE OR 20 PERCENT OF THE PERMITTED WORK AREA, WHICHEVER IS GREATER, AND THE TIME OF EXPOSURE SHALL BE MINIMIZED TO THE MAXIMUM EXTENT PRACTICABLE.
8. DURING THE NON-RAINY SEASON, ON ANY DAY WHEN THE NATIONAL WEATHER SERVICE FORECAST IS A CHANCE OF RAIN OF 30 PERCENT OR GREATER WITHIN THE NEXT 24 HOURS, STORM WATER BMP'S REFERENCED OR DETAILED IN THE SAN MATEO COUNTY'S C.3 REGULATED PROJECTS GUIDE SHALL BE IMPLEMENTED AND FUNCTIONAL ON THE SITE TO PREVENT SOIL AND OTHER POLLUTANT DISCHARGES. AT ALL OTHER TIMES, BMP'S SHOULD BE STORED ON SITE IN PREPARATION FOR INSTALLATION PRIOR TO RAIN EVENTS.
9. EROSION PREVENTION AND SEDIMENT CONTROL BMP'S SHALL BE INSPECTED BY CONTRACTOR BEFORE FORECASTED STORM EVENTS AND AFTER STORM EVENTS TO ENSURE BMP'S ARE FUNCTIONING PROPERLY. EROSION PREVENTION AND SEDIMENT CONTROL BMP'S THAT HAVE FAILED OR RE NO LONGER EFFECTIVE SHALL BE PROMPTLY REPLACED. EROSION PREVENTION AND SEDIMENT CONTROL BMP'S SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED.
10. THE LIMITS OF GRADING SHALL BE DEFINED AND MARKED ON SITE TO PREVENT DAMAGE TO SURROUNDING TREES AND OTHER VEGETATION. PRESERVATION OF EXISTING VEGETATION SHALL OCCUR TO THE MAXIMUM EXTENT PRACTICABLE. ANY EXISTING VEGETATION WITHIN THE LIMITS OF WORK THAT IS TO REMAIN UNDISTURBED BY THE WORK SHALL BE IDENTIFIED AND PROTECTED FROM DAMAGE BY MARKING, FENCING, OR OTHER MEASURES.
11. DISCHARGES OF POTENTIAL POLLUTANTS FROM CONSTRUCTION SITES SHALL BE PREVENTED USING SOURCE CONTROLS TO THE MAXIMUM EXTENT PRACTICABLE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SEDIMENT, TRASH, NUTRIENTS, PATHOGENS, PETROLEUM HYDROCARBONS, METALS, CONCRETE, CEMENT, ASPHALT, LIME, PAINT, STAINS, GLUES, WOOD PRODUCTS, PESTICIDES, HERBICIDES, CHEMICALS, HAZARDOUS WASTE, SANITARY WASTE, VEHICLE OR EQUIPMENT WASH WATER, AND CHLORINATED WATER.
12. ENTRANCE(S) TO THE CONSTRUCTION SITE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF POTENTIAL POLLUTANTS OFFSITE. POTENTIAL POLLUTANTS DEPOSITED ON PAVED ARES WITHIN THE CITY RIGHT-OF-WAY, SUCH AS ROADWAYS AND SIDEWALKS, SHALL BE REMOVED IMMEDIATELY USING BEST MANAGEMENT PRACTICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT, AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE REMOVED IMMEDIATELY USING BEST MANAGEMENT PRACTICES.
13. ALL DISTURBED AREAS SHALL BE PROTECTED BY USING EROSION PREVENTION BMP'S TO THE MAXIMUM EXTENT PRACTICABLE, SUCH AS ESTABLISHING VEGETATION COVERAGE, HYDROSEEDING, STRAW MULCH, GEOTEXTILES, PLASTIC COVERS, BLANKETS, OR MATS. TEMPORARY REVEGETATION SHALL BE INSTALLED AS SOON AS PRACTICAL AFTER VEGETATION REMOVAL, BUT IN ALL CASES PRIOR TO OCTOBER 1. PERMANENT REVEGETATION OR LANDSCAPING SHALL BE INSTALLED PRIOR TO FINAL INSPECTION.
14. WHENEVER IT IS NOT POSSIBLE TO USE EROSION PREVENTION BMP'S ON EXPOSED SLOPES, SEDIMENT CONTROL BMP'S SUCH AS FIBER ROLLS AND SILT FENCES SHALL BE TRENCHED AND KEYED INTO THE SOIL AND INSTALLED ON CONTOUR. SILT FENCES SHALL BE INSTALLED APPROXIMATELY 2 TO 5 FEET FROM TOE TO SLOPE.
15. DUST CONTROL SHALL BE PROVIDED BY THE CONTRACTOR DURING ALL PHASES OF CONSTRUCTION.
16. STORM DRAIN INLETS SHALL BE PROTECTED FROM POTENTIAL POLLUTANTS UNTIL DRAINAGE CONVEYANCE SYSTEMS ARE FUNCTIONAL AND CONSTRUCTION IS COMPLETE.
17. ENERGY DISSIPATERS SHALL BE INSTALLED AT STORM DRAIN OUTLETS WHICH MAY CONVEY EROSIVE STORM WATER FLOW.
18. SOIL, MATERIAL STOCKPILES, AND FERTILIZING MATERIAL SHALL BE PROPERLY PROTECTED WITH PLASTIC COVERS OR EQUIVALENT BMP'S TO MINIMIZE SEDIMENT AND POLLUTANT TRANSPORT FROM THE CONSTRUCTION SITE.
19. SOLID WASTE, SUCH AS TRASH, DISCARDED BUILDING MATERIALS AND DEBRIS, SHALL BE PLACED IN A DESIGNATED COLLECTION AREAS OR CONTAINERS. THE CONSTRUCTION SITE SHALL BE CLEARED OF SOLID WASTE DAILY OR AS NECESSARY. REGULAR REMOVAL AND PROPER DISPOSAL SHALL BE COORDINATED BY THE CONTRACTOR.
20. PROPER APPLICATION, CLEANING, AND STORAGE OF POTENTIALLY HAZARDOUS MATERIALS, SUCH AS PAINTS AND CHEMICALS, SHALL BE CONDUCTED TO PREVENT THE DISCHARGE OF POLLUTANTS.
21. TEMPORARY RESTROOMS AND SANITARY FACILITIES SHALL BE LOCATED AND MAINTAINED DURING CONSTRUCTION ACTIVITIES TO PREVENT THE DISCHARGE OF POLLUTANTS.
22. APPROPRIATE VEHICLE STORAGE, FUELING, MAINTENANCE, AND CLEANING AREAS SHALL BE DESIGNATED AND MAINTAINED TO PREVENT THE DISCHARGE OF POLLUTANTS.
23. THE CONTRACTOR WILL BE RESPONSIBLE FOR CLEANING WATER THAT HAS BECOME POLLUTED DUE TO NOT TAKING NECESSARY EROSION AND SEDIMENT CONTROL ACTIONS.
24. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR PURPOSE SO AS NOT TO IMPEDE STORM FLOW OR DRAINAGE.

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

Construction Best Management Practices (BMPs)

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

Materials & Waste Management



Non-Hazardous Materials

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

Hazardous Materials

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

Waste Management

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

Construction Entrances and Perimeter

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

Equipment Management & Spill Control

Maintenance and Parking

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

Spill Prevention and Control

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

Earthmoving

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

Contaminated Soils

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

Paving/Asphalt Work

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

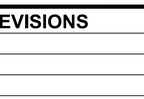
Sawcutting & Asphalt/Concrete Removal

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

Concrete, Grout & Mortar Application

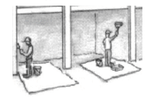
- ☐ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ☐ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will fl ow into a temporary waste pit, and in a manner that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

Landscaping



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

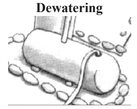
Painting & Paint Removal



Painting Cleanup and Removal

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

Dewatering



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

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

100% BID DOCUMENTS

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

Parametrix

DRAWN: ML	CHECKED: AG
DESIGNED: ML	APPROVED: AL

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

REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
EROSION CONTROL PLAN AND STORMWATER BEST MANAGEMENT PRACTICES

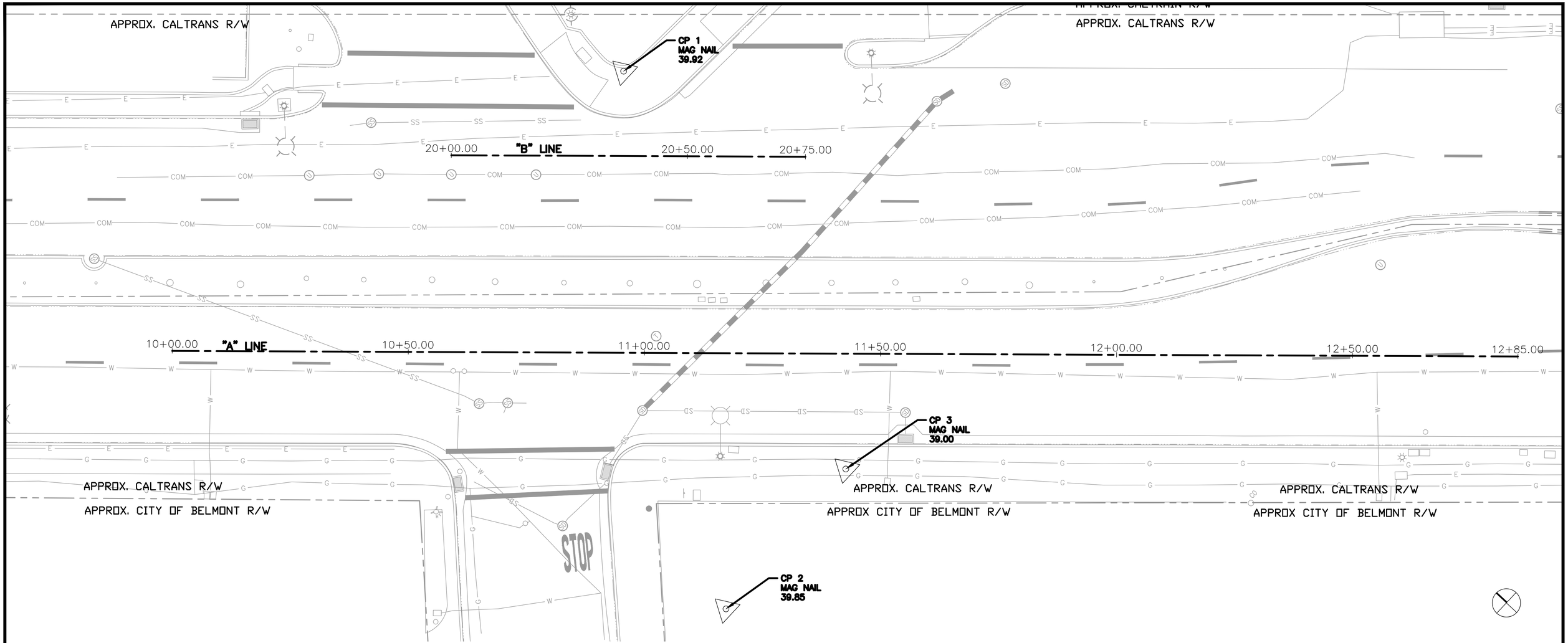
REVISIONS		
5		
4		
3		
2		
1		
NO.	DESCRIPTION	

DATE	SCALE
04/02/2026	NTS

PMX PROJECT NO. 474-8940-001

DRAWING T-3

SHEET NO. 3 OF 17



SURVEY CONTROL POINTS

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP 1	2138702.52	6047968.62	39.92	MAG NAIL
CP 2	2138339.68	6048020.76	39.85	MAG NAIL
CP 3	2139081.19	6047906.98	39.00	MAG NAIL

NOTES:

1. DISTANCES SHOWN IN FEET AND DECIMALS THEREOF.
2. HORIZONTAL DATUM IS NORTH AMERICAN DATUM OF 1983 (NAD 83) PER CALIFORNIA REAL TIME NETWORK (CRTN), EPOCH 2017.5. MOUNT POINT P176 (MILLSCREEKCN2007).
3. VERTICAL DATUM IS NORTH AMERICAN DATUM OF 1988 (NAVD88) PER CALIFORNIA REAL TIME NETWORK (CRTN), EPOCH 2015.5. MOUNT POINT P176 (MILLSCREEKCN2007).
4. APPROXIMATE UNDERGROUND UTILITIES SHOWN PER LOCATED PAINT MARKING BY UTILITY COMPANIES PER UNDERGROUND SERVICE ALERT. CSW/ST2 LOCATED APPROXIMATE PAINT MARKINGS. EXACT ROUTE, LOCATION, AND TYPE MAY VARY SIGNIFICANTLY. POTHOLING IS RECOMMENDED FOR FUTURE TIE INS.
5. TOPOGRAPHY SHOWN WAS PERFORMED BY FIELD SURVEY ON MAY 17, 2023.

A					
TAG	BEGIN NORTHING	BEGIN EASTING	DELTA/BEARING	DISTANCE	RADIUS
L1	2017255.68	6046249.43	S42° 40' 09.83"E	285.00	

B					
TAG	BEGIN NORTHING	BEGIN EASTING	DELTA/BEARING	DISTANCE	RADIUS
L2	2017240.60	6046320.02	S42° 40' 09.83"E	75.00	

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REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
BASIS OF SURVEY

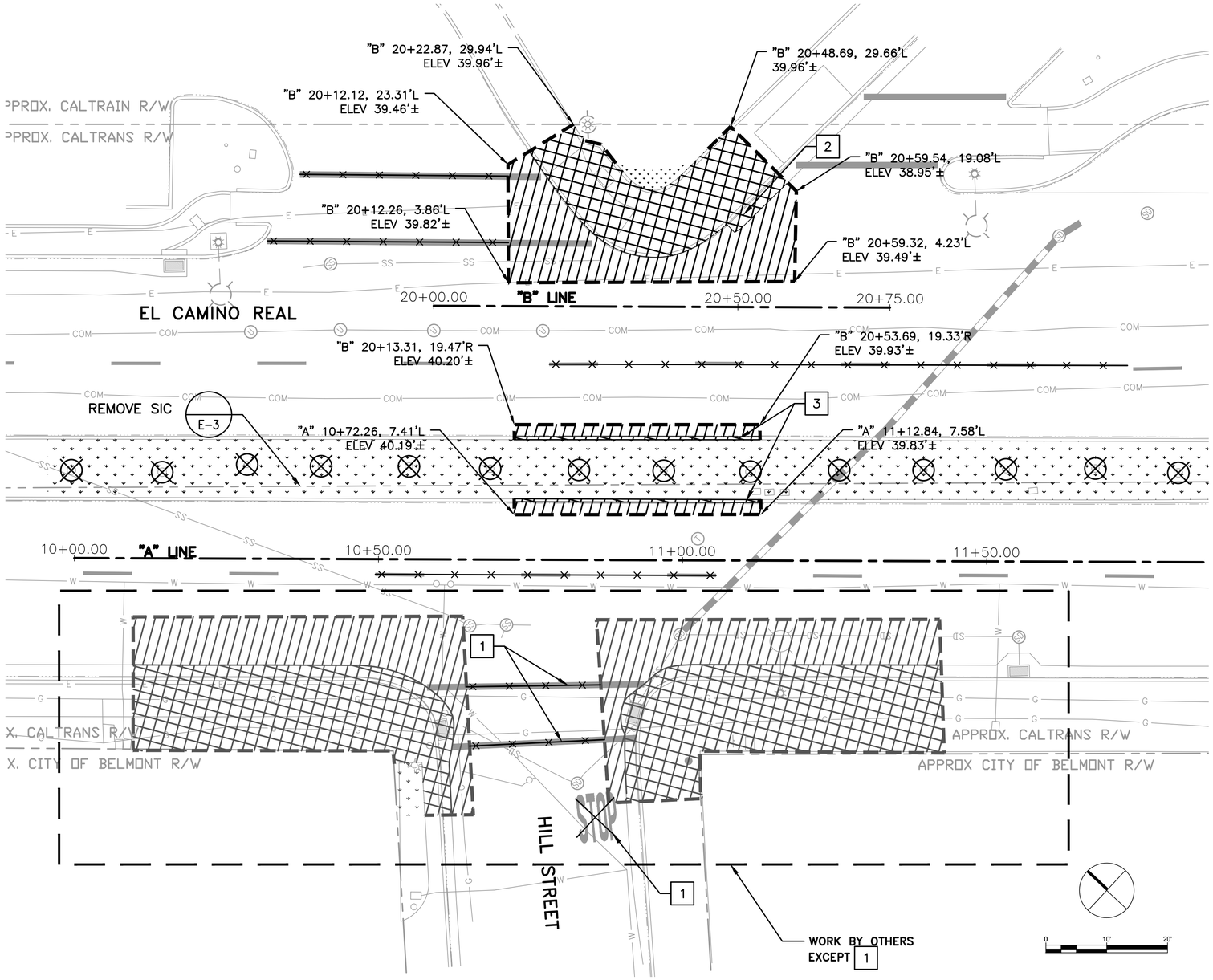
REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

DATE: 04/02/2026 | SCALE: NTS

PMX PROJECT NO.: 474-8940-001

DRAWING: T-4

SHEET NO.: 4 OF 17



GENERAL NOTES (THIS SHEET ONLY)

1. DEMOLITION LIMITS SHALL BE WITHIN THE LIMITS OF WORK SHOWN, AS APPROVED BY THE CITY ENGINEER.
2. ALL UTILITIES TO REMAIN SHALL BE PROTECTED IN PLACE.
3. EXISTING SIGNAL INTERCONNECT CABLES SHALL BE REMOVED PRIOR TO DEMOLITION IN THE MEDIAN.
4. YELLOW THERMOPLASTIC TO BE REMOVED BEFORE ASPHALT CONCRETE REMOVAL.
5. SEE SHEET LS–1 FOR TREE REMOVAL.

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. REMOVE PAVEMENT MARKING.
2. REMOVE CONCRETE SIDEWALK, CURB AND GUTTER.
3. REMOVE EXISTING CONCRETE CURB.

LEGEND

- SAWCUT LINE
- REMOVE STRIPING
- LIMITS OF CONCRETE REMOVAL
- LIMITS OF AC REMOVAL. 6" DEPTH
- CLEAR AND GRUB
- REMOVE REDWOOD TREE. GRIND ROOTBALL, 24" MIN DEPTH.

100% BID DOCUMENTS

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Parametrix

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

REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
DEMOLITION PLAN

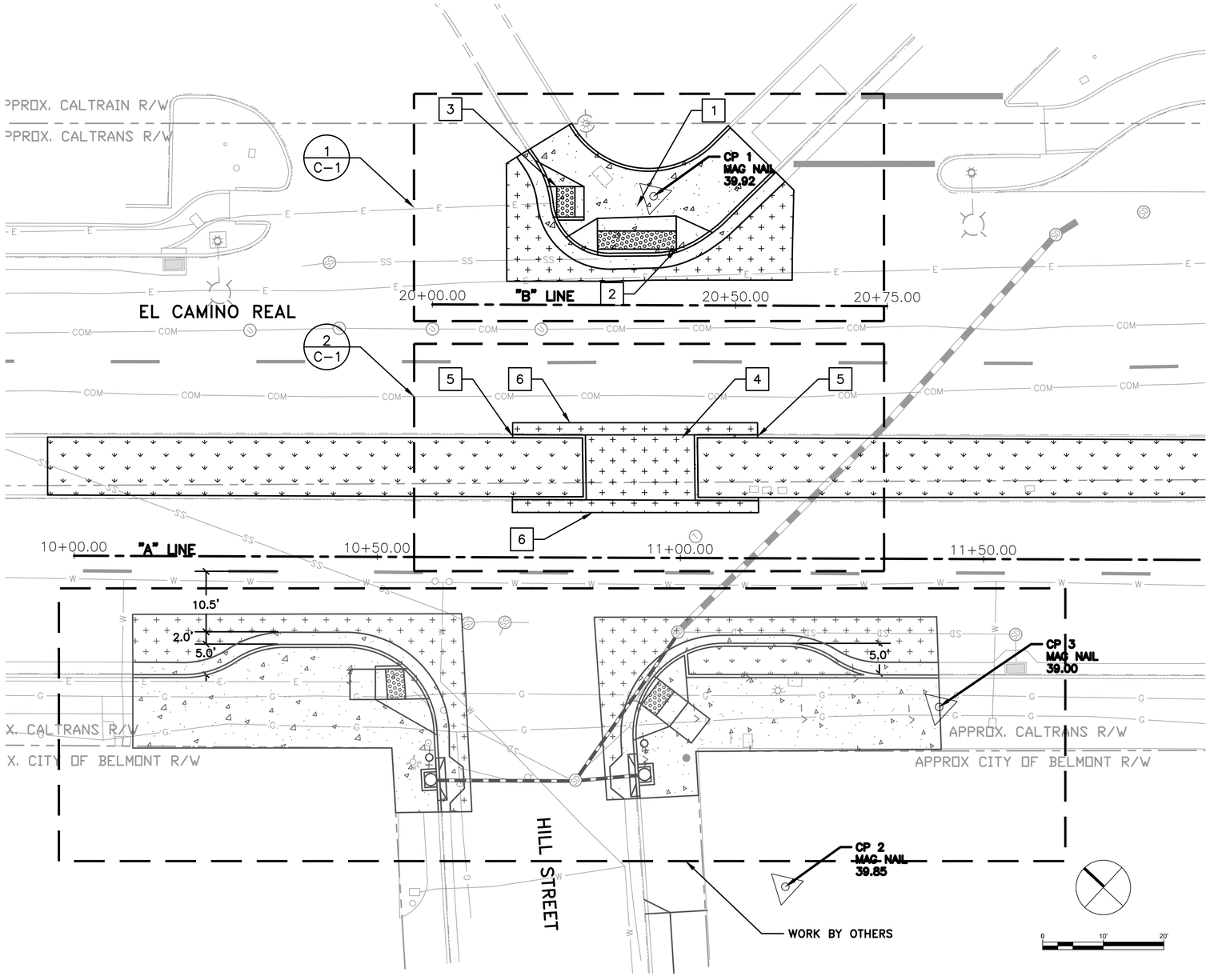
REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

DATE	SCALE
04/02/2026	1" =10'

PMX PROJECT NO. 474-8940-001

DRAWING D-1

SHEET NO. 5 OF 17



GENERAL NOTES (THIS SHEET ONLY)

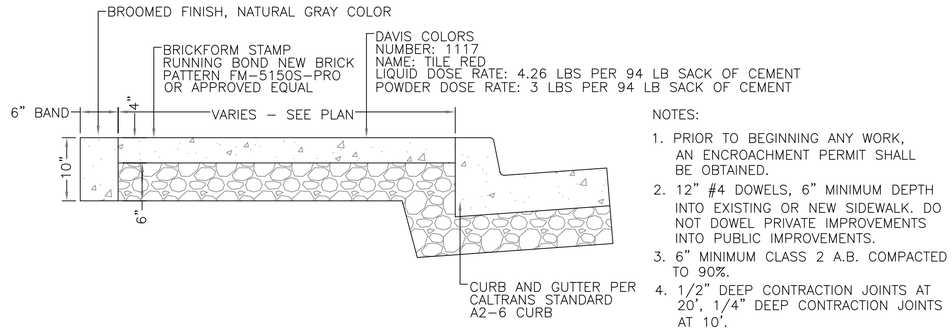
1. THE CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO EXISTING ROADWAYS, LANDSCAPE, AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, GRADING, ETC, AND TO AVOID ANY ABRUPT OR APPARENT CHANGES IN GRADES OR CROSS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.
2. CURB RAMPS PER 2025 CALTRANS STANDARD PLAN A88A.
3. CURB AND GUTTER ON EL CAMINO REAL PER 2025 CALTRANS STANDARD PLAN A87A.
4. CONTROL POINTS THAT HAVE BEEN DAMAGED OR REMOVED SHALL BE REESTABLISHED AT FINISHED GRADE.

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. INSTALL BULB-OUT WITH TYPE A2-6 CURB AND GUTTER. MATCH TO EXISTING SIDEWALK AT NEAREST JOINT. SEE DET 1 THIS SHEET.
2. INSTALL CASE A CURB RAMP.
3. INSTALL CASE G CURB RAMP.
4. INSTALL PEDESTRIAN PASSAGEWAY.
5. INSTALL TYPE A1-6 VERTICAL CURB.
6. INSTALL AC CONFORM.

LEGEND

- CONCRETE
- ASPHALT CONCRETE CONFORM. MIN 2'
- ASPHALT CONCRETE AND BASE.
- LANDSCAPE (LS-1)



NOTES:

1. PRIOR TO BEGINNING ANY WORK, AN ENCROACHMENT PERMIT SHALL BE OBTAINED.
2. 12" #4 DOWELS, 6" MINIMUM DEPTH INTO EXISTING OR NEW SIDEWALK. DO NOT DOWEL PRIVATE IMPROVEMENTS INTO PUBLIC IMPROVEMENTS.
3. 6" MINIMUM CLASS 2 A.B. COMPACTED TO 90%.
4. 1/2" DEEP CONTRACTION JOINTS AT 20', 1/4" DEEP CONTRACTION JOINTS AT 10'.
5. ALL CONCRETE SHALL BE 6 SACK 3/4".

1 / L-1 BELMONT VILLAGE SIDEWALK DETAIL
SCALE: NOT TO SCALE

100% BID DOCUMENTS

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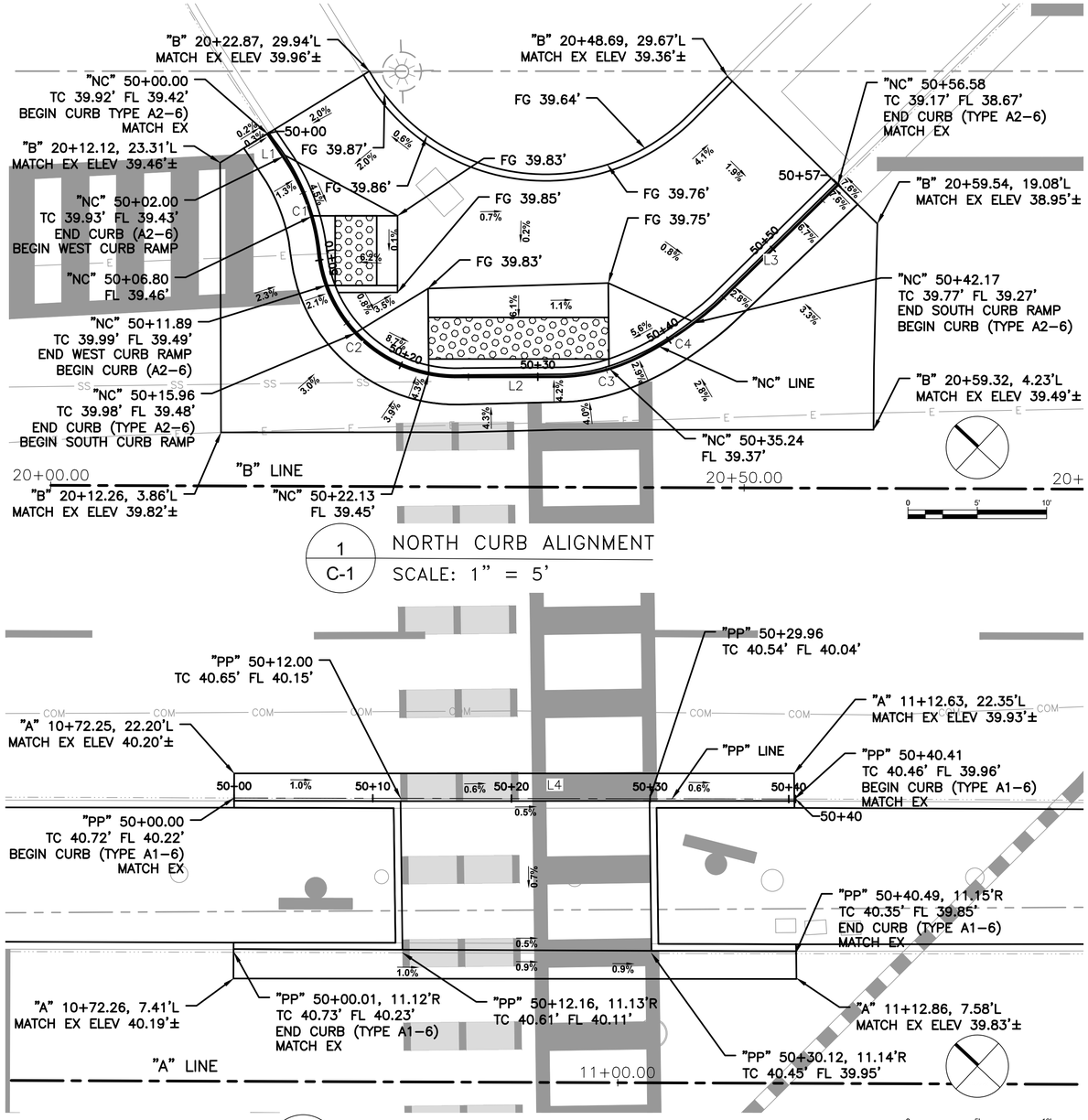
DESIGNED: ML | APPROVED: AL

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

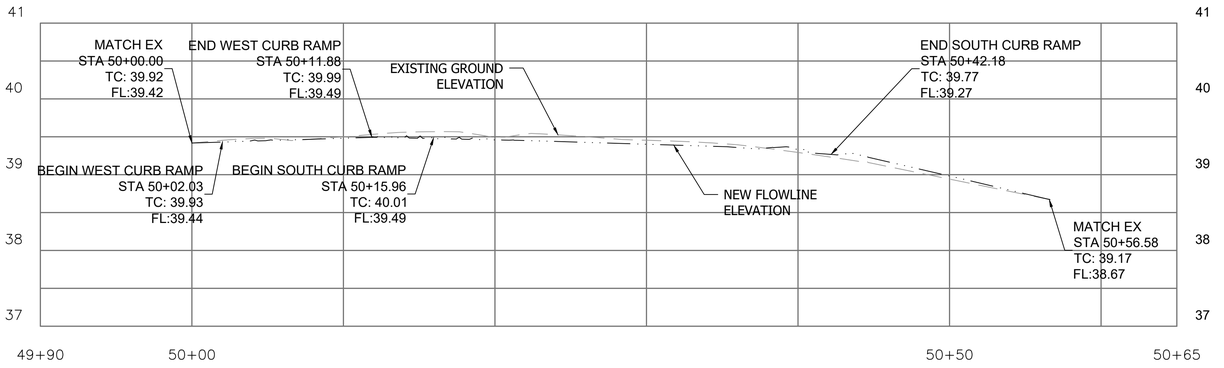
REGISTERED PROFESSIONAL ENGINEER
ANDREW K. LEE
No. 86247
CIVIL
STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
LAYOUT PLAN

REVISIONS			
NO.	DESCRIPTION	DATE	SCALE
5		04/02/2026	1" =10'
4		PMX PROJECT NO.	
3		474-8940-001	
2		DRAWING	
1		L-1	
		SHEET NO.	
		6 OF 17	



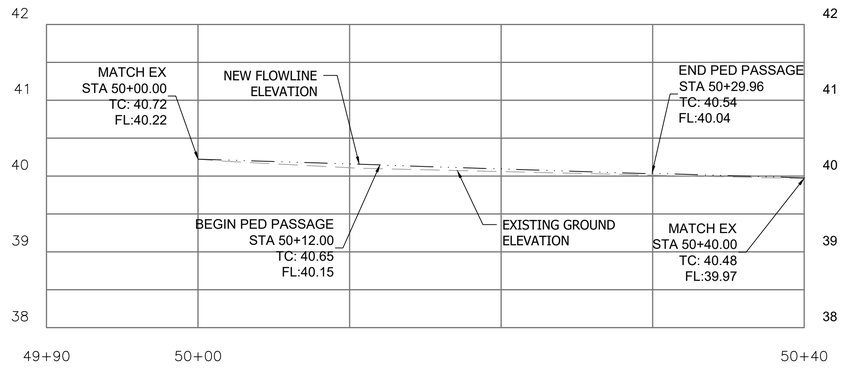
1 / C-1 NORTH CURB ALIGNMENT
SCALE: 1" = 5'



NORTH CURB ("NC" LINE) FLOWLINE PROFILE

SCALE 1H:5V

2 / C-1 PEDESTRIAN PASSAGE ALIGNMENT
SCALE: 1" = 5'



PEDESTRIAN PASSAGE ("PP" LINE) FLOWLINE PROFILE

SCALE 1H:5V

NORTH CURB - "NC" LINE					
TAG	BEGIN NORTHING	BEGIN EASTING	DELTA/BEARING	DISTANCE	RADIUS
L1	2017246.40	6046349.24	S13° 05' 44.32"W	2.00	
C1	2017244.45	6046348.78	S26° 58' 50.67"W	7.50	14.75
C2	2017237.84	6046345.42	S00° 39' 51.83"E	14.50	10.00
L2	2017224.58	6046345.57	S42° 54' 58.40"E	7.62	
C3	2017218.99	6046350.76	S56° 11' 51.03"E	5.50	13.00
C4	2017215.96	6046355.30	S77° 00' 41.62"E	7.50	25.00
L3	2017214.28	6046362.58	S87° 25' 12.94"E	12.00	

PED PASSAGE - "PP" LINE					
TAG	BEGIN NORTHING	BEGIN EASTING	DELTA/BEARING	DISTANCE	RADIUS
L4	2017216.40	6046313.42	S42° 46' 34.32"E	40.50	

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DESIGNED: ML | APPROVED: AL

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Emeryville, CA 94608
(510) 343-6400

REGISTERED PROFESSIONAL ENGINEER
ANDREW K. LEE
No. 86247
CIVIL
STATE OF CALIFORNIA

CITY OF BELMONT

HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT

CIVIL PLAN

REVISIONS		
NO.	DESCRIPTION	
5		
4		
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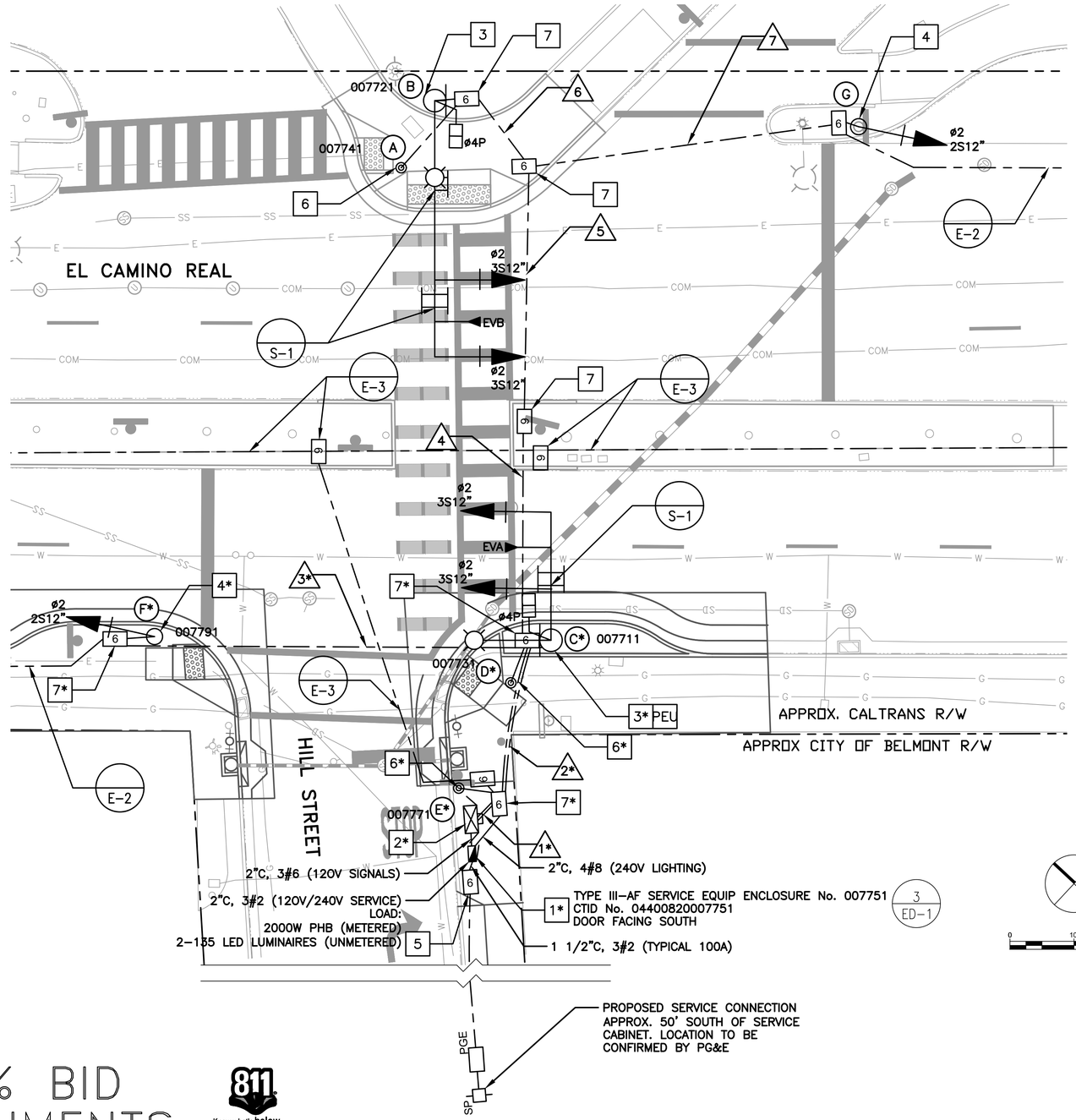
2		
1		

DATE 04/02/2026 | SCALE 1" =5'
PMX PROJECT NO. 474-8940-001
DRAWING C-1
SHEET NO. 7 OF 17



GENERAL NOTES (THIS SHEET ONLY)

1. CONTRACTOR SHALL POTHOLE ALL NEW POLE FOUNDATIONS. ENGINEER SHALL CONFIRM FINAL POLE LOCATIONS.
2. INSTALL REFLECTIVE TAPE ON BEACON BACKPLATES.

CONSTRUCTION NOTES (THIS SHEET ONLY)

PEU	PHOTOELECTRIC UNIT.
SC	SPLICE NEW TO EXISTING CONDUCTORS.
1	FURNISH AND INSTALL NEW TYPE III-AF SERVICE CABINET AND FOUNDATION. SERVICE CONNECTION POINT TO BE CONFIRMED BY PG&E.
2	INSTALL MODEL 2070 CONTROLLER ASSEMBLY, BATTERY BACKUP SYSTEM, CALTRANS TYPE 332L CABINET AND FOUNDATION. CONTROLLER ASSEMBLY AND BBS CONNECTION MUST BE DEPARTMENT FURNISHED. INSTALL ACTELIS ITS ML684D-M EOC SWITCH AND SIERRA WIRELESS MP70 WIRELESS ROUTER.
3	INSTALL MAST ARM POLE AND FOUNDATION WITH PEDESTRIAN HYBRID BEACON ASSEMBLY. SEE SHEET ED-1 DETAIL 1.
4	INSTALL 1-B POLE AND FOUNDATION WITH 2S12" BEACON SIGNAL HEAD. SEE SHEET ED-1 DETAIL 2.
5	SPLICE NEW TO EXISTING CONDUCTORS BY PG&E. COVER SHALL BE MARKED AS "CALTRANS/PG&E".
6	INSTALL TYPE 2 POST WITH APS.
7	INSTALL NEW No. 6 PULL BOX "CALTRANS FLASHING BEACON".

LEGEND (THIS SHEET ONLY)

#	FOUNDATIONS AND PULL BOXES BY THIS PROJECT
#△	CONDUIT INSTALLED BY THIS PROJECT
#*	FOUNDATIONS AND PULL BOXES BY OTHERS (PRECEDING PROJECT)
#*△	CONDUIT INSTALLED BY OTHERS (PRECEDING PROJECT)
→	BEACON HEAD. NUMBER OF SECTIONS AS NOTED
PGE	PG&E PULL BOX PER SERVICE UTILITY REQUIREMENTS

PROPOSED PHASE DIAGRAM

ø2 ← / ø2 →	ø2 ← / ø2 →	ø2 ← / ø2 →	ø2 ← / ø2 →	ø2 ← / ø2 →
DARK UNTIL ACTIVATED	FLASHING YELLOW	STEADY YELLOW	STEADY RED	ALTERNATING FLASHING RED
ø4P DO NOT WALK			ø4P WALK	ø4P PED/BIKE CLEARANCE (FDW)

STEADY DEMAND SEQUENCE

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 ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
ELECTRICAL PLAN

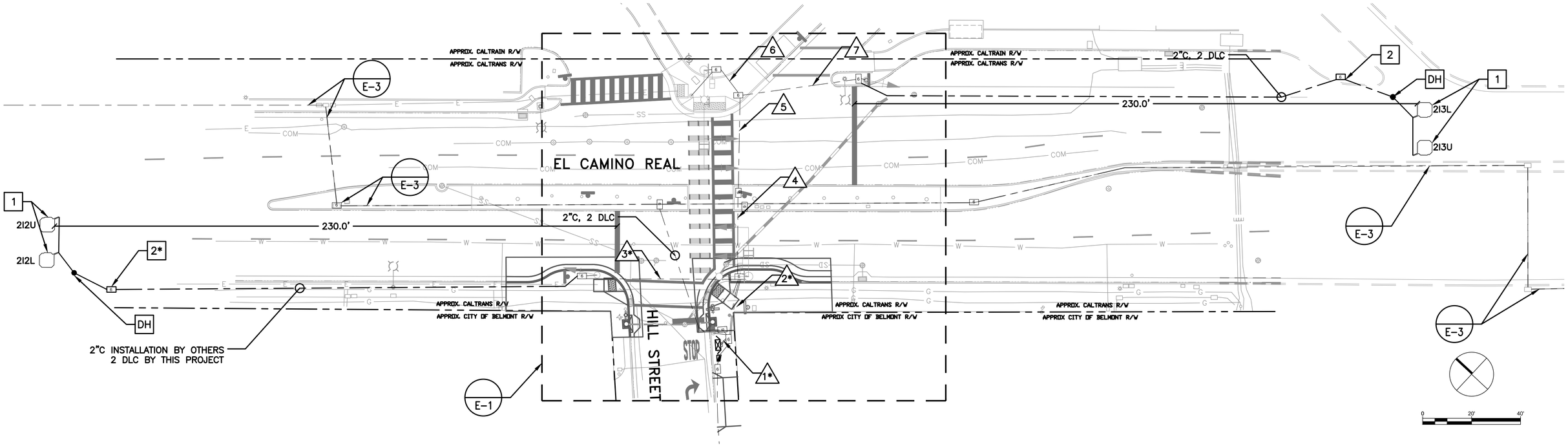
REVISIONS		
5		
4		
3		
2		
1		
NO.	DESCRIPTION	

DATE 04/02/2026 | SCALE 1" =10'

PMX PROJECT NO. 474-8940-001

DRAWING E-1

SHEET NO. 8 OF 17



GENERAL NOTES (THIS SHEET ONLY)

1. CONDUIT SHOWN ON THE PLANS IN SCHEMATIC FORM ONLY. DISTANCES SHOWN ON THE PLANS ARE APPROXIMATE. CONTRACTOR SHALL MEASURE ACTUAL DISTANCES AND MAKE ALLOWANCE FOR SLACK BEFORE CUTTING FIBER OPTIC CABLE.
2. ALL CONDUIT BENDS ARE TO BE FACTORY MADE.

LEGEND (THIS SHEET ONLY)

[#]	FOUNDATIONS AND PULL BOXES BY THIS PROJECT
[#*]	FOUNDATIONS AND PULL BOXES BY OTHERS (PRECEDING PROJECT)
#△	CONDUIT INSTALLED BY THIS PROJECT
#*△	CONDUIT INSTALLED BY OTHERS (PRECEDING PROJECT)

CONSTRUCTION NOTES (THIS SHEET ONLY)

DH	DETECTOR HANDHOLE
1	INSTALL NEW ADVANCED LOOP DETECTORS.
2	INSTALL NEW No. 6 PULL BOX "CALTRANS – FLASHING BEACON".

100% BID DOCUMENTS

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REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
ELECTRICAL PLAN - DETECTOR LEAD-IN CABLE

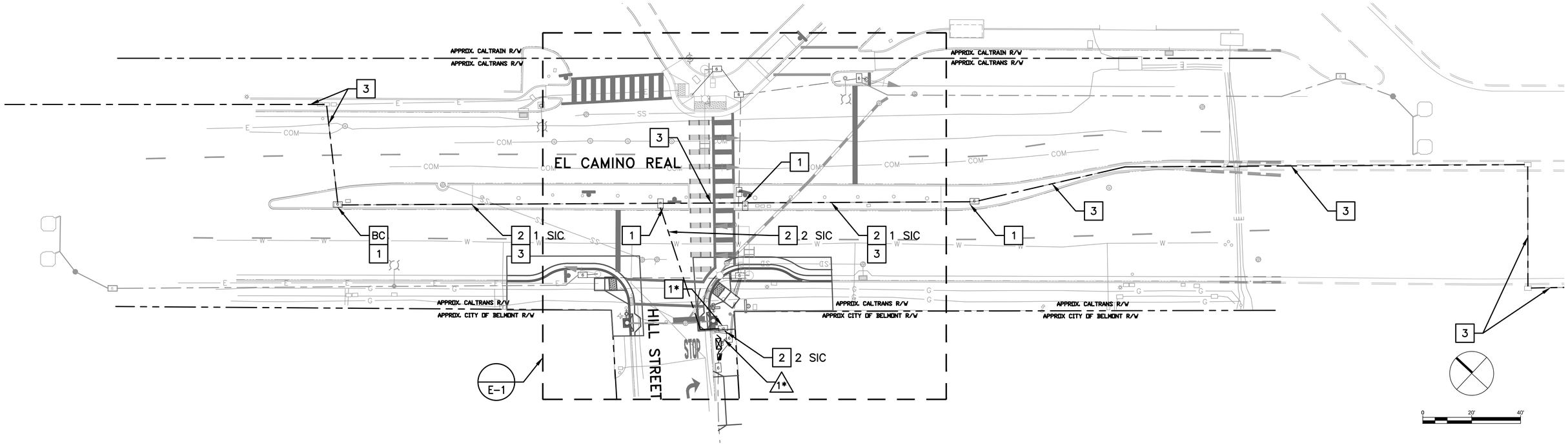
REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

DATE: 04/02/2026 | SCALE: 1" =20'

PMX PROJECT NO.: 474-8940-001

DRAWING: E-2

SHEET NO.: 9 OF 17



GENERAL NOTES (THIS SHEET ONLY)

1. CONDUIT SHOWN ON THE PLANS IN SCHEMATIC FORM ONLY. DISTANCES SHOWN ON THE PLANS ARE APPROXIMATE. CONTRACTOR SHALL MEASURE ACTUAL DISTANCES AND MAKE ALLOWANCE FOR SLACK BEFORE CUTTING FIBER OPTIC CABLE.
2. ALL CONDUIT BENDS ARE TO BE FACTORY MADE.
3. PROVIDE MINIMUM 20' SIC SLACK INSIDE EACH PULL BOX AND 50' SIC SLACK INSIDE EACH CONTROLLER CABINET.
4. AN AS–BUILT DRAWING SHOWING THE ACTUAL LOCATIONS OF THE SIC COMPONENTS SHALL BE SUBMITTED TO CALTRANS PRIOR TO ACCEPTANCE OF IMPROVEMENTS.

LEGEND (THIS SHEET ONLY)

[#]	FOUNDATIONS AND PULL BOXES BY THIS PROJECT	[#*]	FOUNDATIONS AND PULL BOXES BY OTHERS (PRECEDING PROJECT)
⚠#	CONDUIT INSTALLED BY THIS PROJECT	⚠#*	CONDUIT INSTALLED BY OTHERS (PRECEDING PROJECT)

CONSTRUCTION NOTES (THIS SHEET ONLY)

BC	INSTALL PULL BOX IN EXISTING CONDUIT RUN (INTERCONNECT).
1	INSTALL NEW No. 6 PULL BOX "CALTRANS INTERCONNECT".
2	INSTALL NEW 2" CONDUIT AND SIC CONDUCTORS.
3	DISCONNECT AND REMOVE SIC BETWEEN CONTROLLERS AT EL CAMINO REAL AND RALSTON AVENUE (PM SM 7.71) AND EL CAMINO REAL AND MIDDLE ROAD (PM SM 7.853). PULL NEW CONTINUOUS INTERCONNECT CABLE BETWEEN THE NEW PHB CONTROLLER CABINET AT EL CAMINO REAL AND HILL STREET (PM SM 7.781) AND ADJACENT TRAFFIC SIGNALS AT RALSTON AVE APPROXIMATELY 390 FEET TO THE SOUTH AND MIDDLE ROAD APPROXIMATELY 380 FEET TO THE NORTH.

100% BID DOCUMENTS

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Parametrix
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DESIGNED: ML | APPROVED: AL
ADDRESS: 6001 Shellmound St, Ste 500, Emeryville, CA 94608, (510) 343-6400

REGISTERED PROFESSIONAL ENGINEER — ANDREW K. LEE — No. 86247 — CIVIL — STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
ELECTRICAL PLAN - SIGNAL INTERCONNECT CABLE

REVISIONS		DATE	SCALE
5		04/02/2026	1" =20'
4		PMX PROJECT NO.	474-8940-001
3		DRAWING	E-3
2		SHEET NO.	10 OF 17
1			
NO.	DESCRIPTION		

CONDUCTOR SCHEDULE								
AWG OR CABLE	COND. DESGN.	NUMBER OF CONDUCTORS						
		RUN NUMBER						
		NEW 1*	NEW 2*	NEW 3*	NEW 4	NEW 5	NEW 6	NEW 7
#14	ø2	12	12	3	6	6	3	3
	ø4P	4	4		2	2	2	
	ø4APS	6	4		2	2	2	
	PEU	3	3					
	SPARES	6	6	3	3	3	3	3
	TOTAL #14	31	29	6	13	13	10	6
#10	SIGNAL COMMON	1	1	1	1	1	1	1
	LUMINAIRE	2	2		1	1		
	TOTAL	3	3	1	2	2	1	1
EVP	EVA	1	1					
	EVB	1	1		1	1		
	TOTAL EVP	2	2		1	1		
DLC	ø 2 DETECTORS	4	4	2	2	2		2
SIC		2						
CONDUIT SIZE		2–3"	2–3"	3"	3"	3"	3"	3"
PERCENT FILL		12%	10%	4%	7%	7%	3%	4%

NOTE: CONDUCTORS SHALL RUN UNSPLICED FROM CONTROLLER TO THE SIGNAL TERMINAL BLOCK.
*CONDUIT TO BE INSTALLED BY OTHERS (PRECEDING PROJECT)

EQUIPMENT AND POLE SCHEDULE										
LOCATION	STANDARD			LED LUMINAIRE WATTAGE	VEHICLE SIGNAL MOUNTING		PED SIGNAL MOUNT.	ACCESSIBLE PEDESTRIAN SIGNAL (APS)		SPECIAL REQUIREMENTS
	TYPE	SIGNAL MAST ARM	LUMINAIRE MAST ARM		MAST ARM	POLE		PHASE (ø)	ARROW	
Ⓐ	2							ø4P	◄	INSTALL R10–25 ON APS. SEE SH S–1 FOR SIGNS.
Ⓑ	26–4–100	40'	12'	183	MAS–3A MAS–3A		SP–1–T			INSTALL EVP DETECTOR. SEE SH S–1 FOR SIGNS.
Ⓒ*	17–3–100	20'	12'**	183	MAS–3A MAS–3A		SP–1–T			INSTALL EVP DETECTOR. INSTALL TYPE II PEU. SEE SH S–1 FOR SIGNS
Ⓓ*	2							ø4P	◄	INSTALL R10–25 ON APS. SEE SH S–1 FOR SIGNS.
Ⓔ*	2							ø4P	◄	SUPPLEMENTAL APS FOR BIKES ON HILL STREET. INSTALL R10–25 ON APS. SEE SH S–1 FOR SIGN
Ⓕ*	1–B					TV–1–T (2S12")				
Ⓖ	1–B					TV–1–T (2S12")				

– ALL POLES, LUMINAIRES, SIGNAL HEADS AND MOUNTING HARDWARE SHALL BE NEW
– ALL APS SHALL BE A 2–WIRE SYSTEM WITH CONTROL UNIT IN THE CONTROLLER CABINET
– PEDESTRIAN SIGNAL HEAD SHALL BE OF THE NON–COUNTDOWN TYPE
– PEU SHALL BE CONTROL TYPE 2 PER CALTRANS STANDARD SPECS 86–1.02M. POLE–MOUNTED PHOTOELECTRONIC UNIT. CONTRACTOR, A 15–A CIRCUIT BREAKER PER UNGROUNDED CONDUCTOR, AND TEST SWITCH LOCATED IN A SERVICE EQUIPMENT ENCLOSURE.
* POLE FOUNDATION TO BE INSTALLED BY OTHERS (PRECEDING PROJECT)
** LUMINAIRE MAST ARM POLE SHALL BE ROTATED 90 DEGREES COUNTER–CLOCKWISE RELATIVE TO THE SIGNAL MAST ARM AXIS.

100% BID DOCUMENTS

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

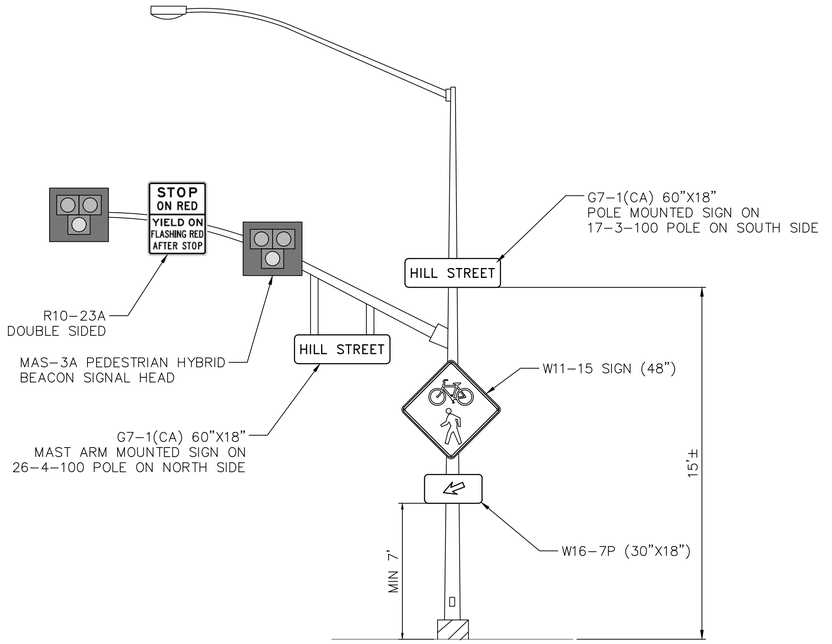
Parametrix
DRAWN: ML | CHECKED: AG
DESIGNED: ML | APPROVED: AL
ADDRESS: 6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400

REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

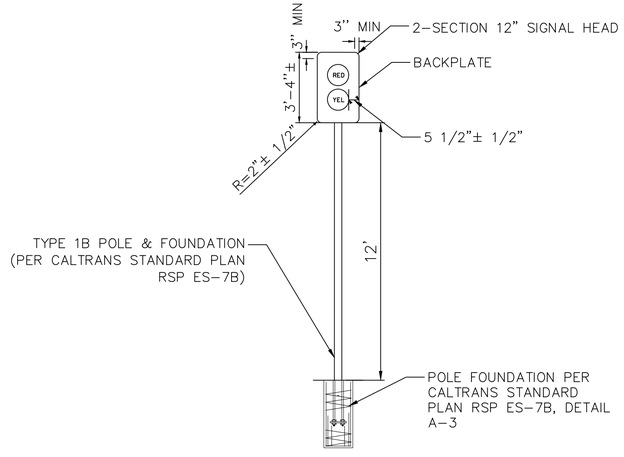
CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
ELECTRICAL SCHEDULE

REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

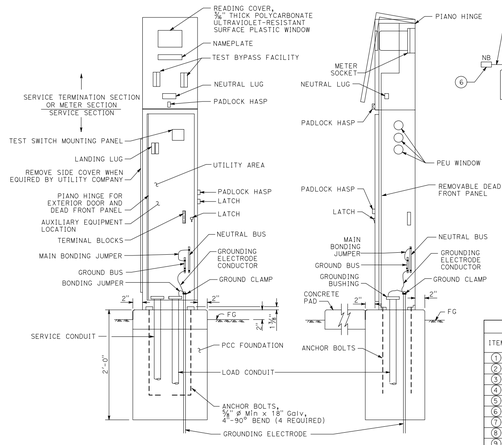
DATE 04/02/2026 | SCALE NTS
PMX PROJECT NO. 474-8940-001
DRAWING E-4
SHEET NO. 11 OF 17



1 / ED-1 PEDESTRIAN HYBRID BEACON ASSEMBLY
(ON MAST ARM POLE)
NTS



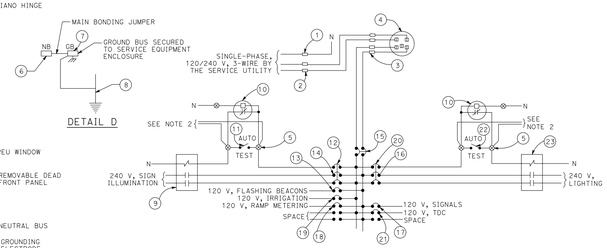
2 / ED-1 2-SECTION 12" SIGNAL HEAD ON TYPE 1-B POLE
NTS



FRONT VIEW SIDE VIEW

TYPE III-AF SERVICE
EQUIPMENT ENCLOSURE (TYPICAL)
DETAIL A

BASE FOR TYPE III-A
SERVICE EQUIPMENT ENCLOSURE
DETAIL B



120/240 V SERVICE WIRING DIAGRAM (TYPICAL)
DETAIL C

TYPE III-A SERVICE EQUIPMENT ENCLOSURE LEGEND (120/240 V)

ITEM	COMPONENT	NAMEPLATE DESCRIPTION	ITEM	COMPONENT	NAMEPLATE DESCRIPTION
(1)	NEUTRAL LUG		(13)	15 A, 120 V, 1P, CB	FLASHING BEACON
(2)	LANDING LUG		(14)	~~15 A, 240 V, 2P, CB~~	~~SIGN ILLUMINATION~~
(3)	TEST BYPASS FACILITY		(15)	100 A, 240 V, 2P, CB	MAIN BREAKER
(4)	METER SOCKET AND SUPPORT		(16)	30 A, 240 V, 2P, CB	LIGHTING
(5)	TERMINAL BLOCKS		(17)	50 A, 120 V, 1P, CB	SIGNALS
(6)	NEUTRAL BUS		(18)	~~20 A, 120 V, 1P, CB~~	~~RAMP METERING~~
(7)	GROUND BUS		(19)	~~20 A, 120 V, 1P, CB~~	~~IRRIGATION~~
(8)	GROUNDING ELECTRODE		(20)	~~15 A, 120 V, 1P, CB~~	~~LIGHTING CONTROL~~
(9)	~~30 A, 2P, NO CONTACTOR~~	~~SIGN ILLUMINATION~~	(21)	~~20 A, 120 V, 1P, CB~~	~~TELEPHONE DEMARCATION CABINET~~
(10)	PHOTOELECTRIC UNIT (NOTE 4)	PEU	(22)	~~15 A, 1P, TEST SWITCH~~	~~LIGHTING TEST SWITCH~~
(11)	~~15 A, 1P, TEST SWITCH~~	~~SIGN ILLUMINATION TEST SWITCH~~	(23)	~~120 A, 2P, NO CONTACTOR~~	~~LIGHTING~~
(12)	~~15 A, 120 V, 1P, CB~~	~~SIGN ILLUMINATION CONTROL~~			

NOTES:

1. Unless otherwise indicated on the plans, service equipment items shall be provided for each service equipment enclosure as shown.
2. Connect to remote test switch mounted on lighting standards, sign post or structure when required.
3. Items (1) and (6) shall be isolated from the service equipment enclosure.
4. Type X photoelectric control shall be used unless otherwise indicated on the plans.
5. Item (12) and (23) shall be ganged operated CB.
6. The plan shows the approximate location of devices within the enclosure. Components may be rearranged, however the "working" clearance within the service equipment enclosure shall be maintained.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS (SERVICE EQUIPMENT ENCLOSURE AND TYPICAL WIRING DIAGRAM, TYPE III-A SERIES)

NO SCALE

3 / ED-1 SERVICE CABINET
2025 CALTRANS STANDARD PLAN ES-2D
NTS

100% BID DOCUMENTS

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Parametrix

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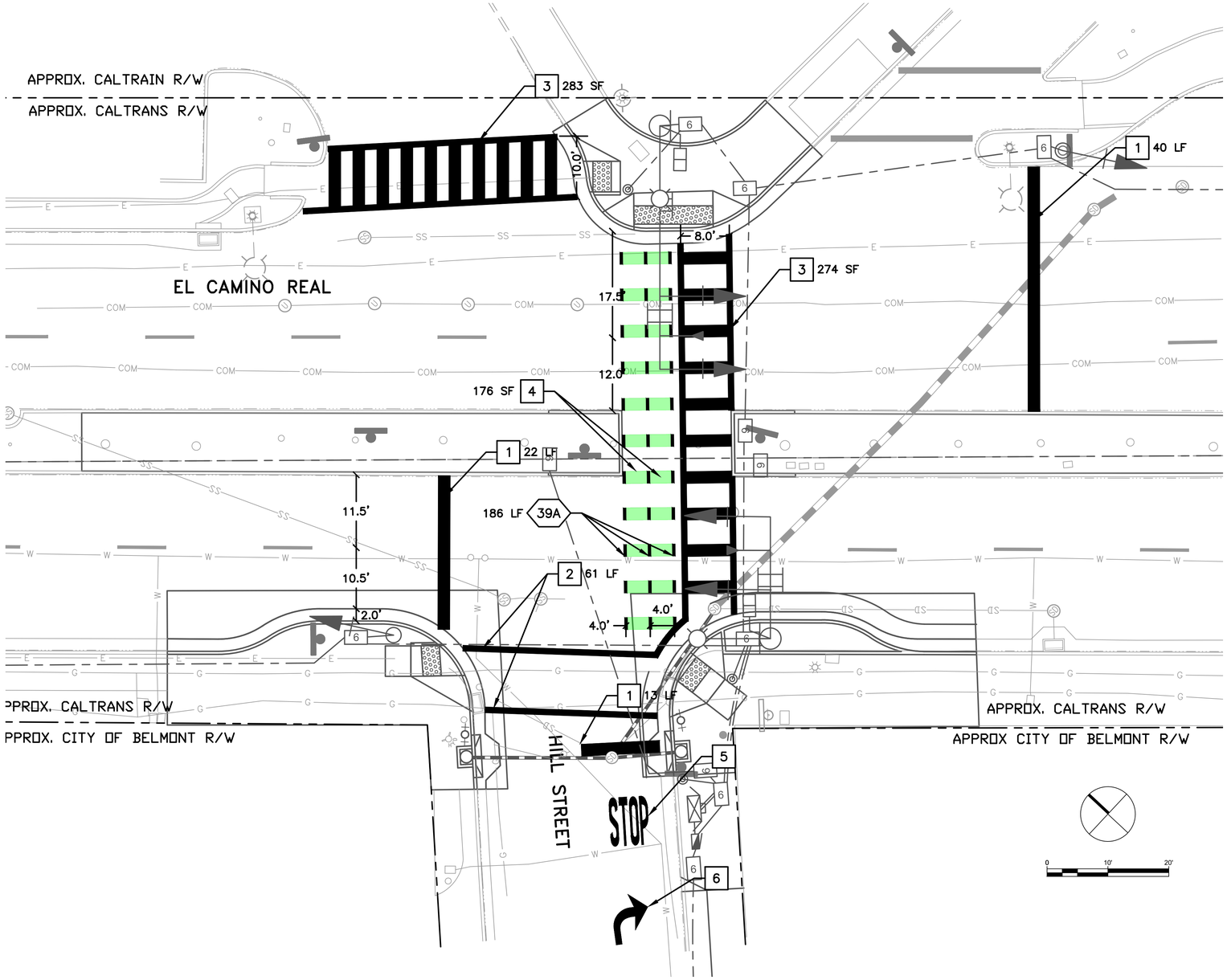
DESIGNED: ML	APPROVED: AL

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

REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
ELECTRICAL DETAILS

REVISIONS		DATE	SCALE
5		04/02/2026	
4		PMX PROJECT NO.	
3		474-8940-001	
2		DRAWING	
1		ED-1	
NO.	DESCRIPTION	SHEET NO.	
		12 OF 17	



GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2025CALTRANS STANDARD PLANS A24F & A24G.

CONSTRUCTION NOTES (THIS SHEET ONLY)

1	INSTALL 2' WHITE LIMIT LINE
2	INSTALL NEW BASIC CROSSWALK.
3	INSTALL NEW HIGH VISIBILITY LADDER CROSSWALK.
4	INSTALL NEW GREEN THERMOPLASTIC BIKE CROSSING.
5	INSTALL NEW STOP PAVEMENT MARKING.
6	INSTALL TYPE IV TURN ARROW

STRIPING QUANTITIES

DESCRIPTION	QUANTITY	UNIT
CALTRANS DETAIL 39A	186	LF
2' LIMIT LINE	75	LF
BASIC CROSSWALK	61	LF
HIGH-VISIBILITY LADDER CROSSWALK	557	SF
GREEN THERMOPLASTIC BIKE CROSSING	176	SF
STOP STENCIL	1	EA
TYPE IV ARROW	1	EA

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DESIGNED: ML	APPROVED: AL	

REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
STRIPING PLAN

REVISIONS		
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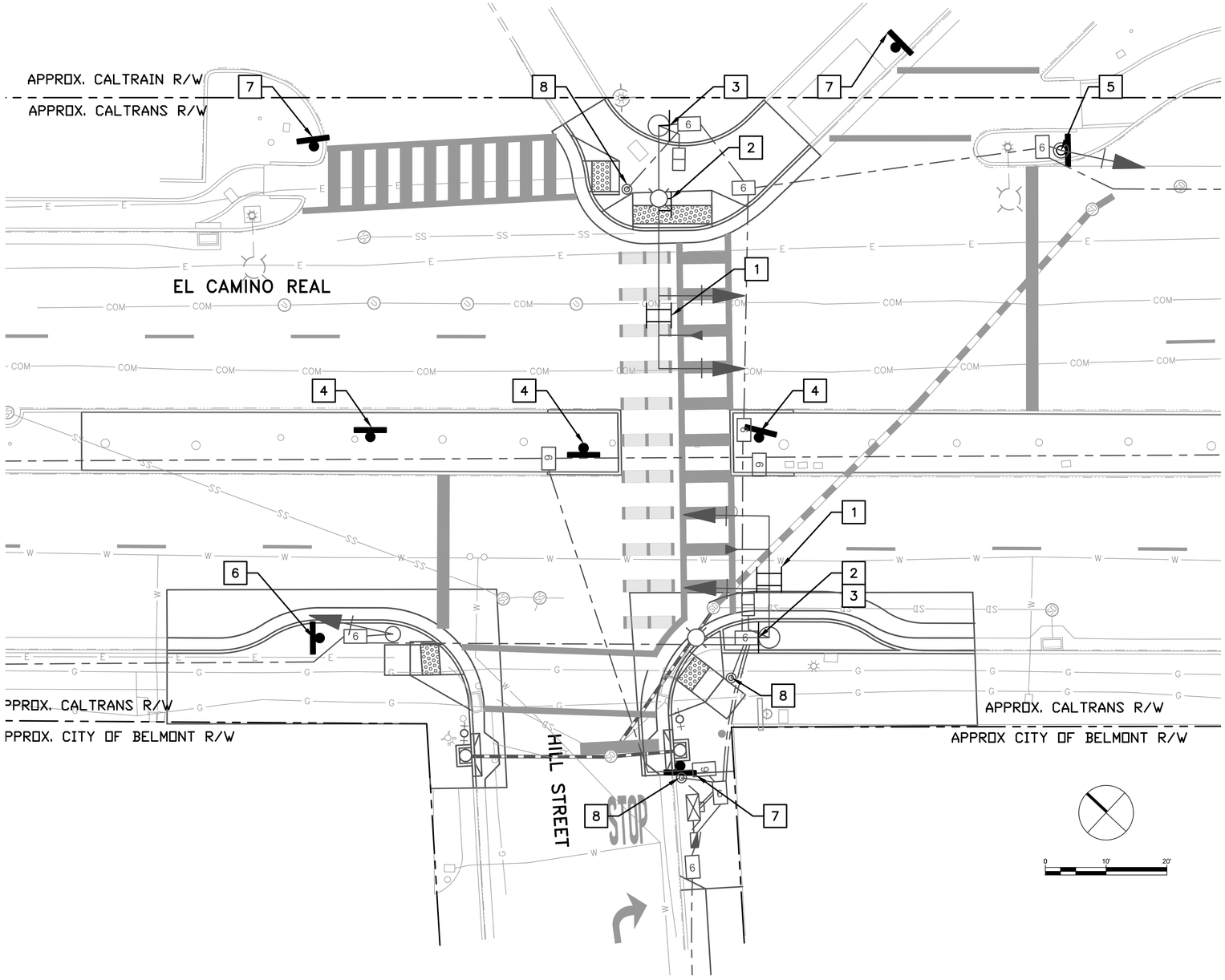
NO.	DESCRIPTION	

DATE 04/02/2026 | SCALE 1" =10'

PMX PROJECT NO. 474-8940-001

DRAWING PD-1

SHEET NO. 13 OF 17



GENERAL NOTES (THIS SHEET ONLY)

1. SIGN CODES PER CA MUTCD 2014 REV 3 SIGN CHART.
2. SEE SHEET E–1 FOR PEDESTRIAN HYBRID BEACON PLANS.
3. SIGN R10–23A PER NMUTCD 2023.

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. INSTALL R10–23A (STOP ON RED YIELD ON FLASHING RED AFTER STOP) DOUBLE–SIDED.
2. INSTALL G7–1(CA) "HILL STREET".
3. INSTALL W11–15 (BIKE–PED CROSSING) AND 16–7P (DOWNWARD LEFT ARROW).
4. INSTALL R6–1R (ONE WAY) AND R3–2 (NO LEFT TURN) SIGN ON NEW POST AND FOUNDATION.
5. INSTALL R10–6 (STOP HERE ON RED) SIGN ON TYPE 1–B POLE.
6. INSTALL R10–6 (STOP HERE ON RED) SIGN ON NEW POST AND FOUNDATION.
7. INSTALL R1–1 (STOP) SIGN ON NEW POST AND FOUNDATION.
8. INSTALL R10–25 SIGN ON APS.

SIGNAGE QUANTITIES

DESCRIPTION	QUANTITY	UNIT
G7–1 (CA) "HILL STREET" (60"X18")	2	EA
R1–1 (36"X36")	3	EA
R3–2 SIGN (24"X24")	3	EA
R6–1R SIGN (36"X12")	3	EA
R10–6 SIGN (24"X36")	2	EA
R10–23A (24"X30")	4	EA
R10–25 (9"X12")	3	EA
W11–15 (48")	2	EA
W16–7P(L) (30"X18")	2	EA
SIGN POST AND FOUNDATION	7	EA

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

REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

CITY OF BELMONT

HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT

SIGNAGE PLAN

REVISIONS		
5		
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NO.	DESCRIPTION	

DATE 04/02/2026 | SCALE 1" =10'

PMX PROJECT NO. 474-8940-001

DRAWING S-1

SHEET NO. 14 OF 17

WELO NOTES PER 492.7: IRRIGATION DESIGN PLAN

1. THE DESIGN OF THE IRRIGATION SYSTEM CONFORMS TO THE HYDROZONES OF THE LANDSCAPE PLAN.
2. THE SYSTEM IS DESIGNED TO REDUCE WATER USE TO THE MINIM AMOUNT TO SUSTAIN HEALTHY PLANT GROWTH AND TO PREVENT RUNOFF, LOW HEAD DRAINAGE AND OVERSPRAY.
3. BACKFLOW PROTECTION IS INSTALLED AT THE POINT OF CONNECTION.
4. A SEPARATE DEDICATED WATER METER IS PROVIDED.
5. A SMART CONTROLLER WITH NON-VOLATILE MEMORY AND UTILIZING EVAPOTRANSPIRATION DATA FOR SCHEDULING IS INSTALLED, WEATHER SENSORS ARE PROVIDED.
6. STATIC WATER PRESSURE AT THE POINT OF CONNECTION IS PROVIDED.
7. PRESSURE REGULATION IS PROVIDED.
8. A MASTER SHUT-OFF VALVE IS INSTALLED.
9. A FLOW SENSOR IS INSTALLED.
10. MANUAL SHUT-OFF VALVES ARE PROVIDED AT THE POINT OF CONNECTION, BEFORE EACH VALVE ASSEMBLY.
11. SEPARATE VALVES ARE USED TO IRRIGATION EACH HYDROZONE.

WELO 492.3: PROJECT INFORMATION

DATE: 7/18/2025

PROJECT APPLICANT: City of Belmont

PROJECT ADDRESS: 800-900 El Camino Real, Belmont, CA 94002

TOTAL LANDSCAPE AREA (S.F.): 950 S.F.

PROJECT TYPE: Rehabilitated

WATER SUPPLY TYPE: Potable

LOCAL WATER PURVEYOR: Mid-Peninsula Water District

CSW ST2 has complied with the criteria of the Model Water Efficient Landscape ordinance and have applied them for the efficient use of water in the landscape design plan.

Marcia D. Vallier RLA #3293 7-18-2025

'A Landscape Irrigation Audit is required. This Audit must be completed by a Certified Landscape Irrigation Auditor, not the designer or installer. The Audit must be submitted to the Building Department, with Certificate of Completion (Appendix C) as required by the Department of Water Resources, prior to scheduling a Final Inspection of the Water Efficient Landscape Permit.

PIPE SIZING SCHEDULE 40 PVC:

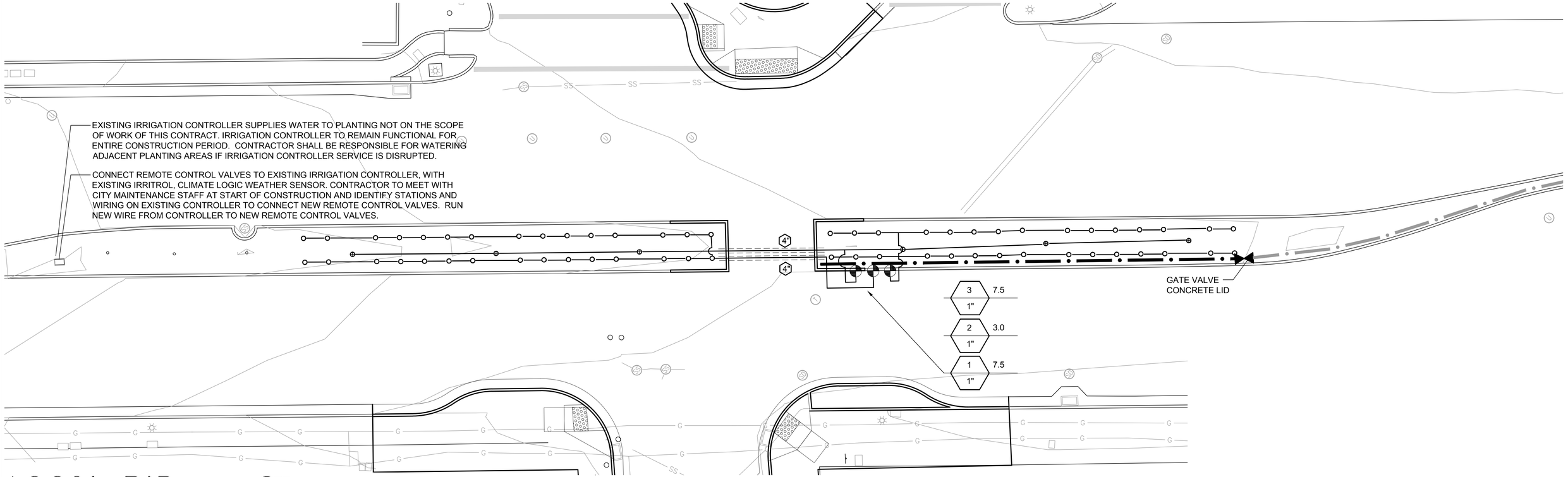
1"	0-13 GPM
1½"	13-32 GPM
2"	32-51 GPM

IRRIGATION NOTES:

1. CONTACT LANDSCAPE ARCHITECT AND COORDINATE ALL REVIEWS PRIOR TO COMMENCEMENT OF WORK.
2. EXERCISE EXTREME CARE IN EXCAVATION AND WORKING NEAR EXISTING UTILITIES. VERIFY THE LOCATION AND CONDITION OF ALL UTILITIES. REPAIR ANY DAMAGE TO EXISTING UTILITIES OR ADJACENT PROPERTIES CAUSED BY OR DURING THE PERFORMANCE OF WORK AT NO ADDITIONAL COST TO THE CITY. FIELD ADJUST SPRINKLER LOCATIONS SO AS TO AVOID CONFLICTS WITH UTILITIES.
3. THE FINAL LOCATION AND EXACT POSITIONING OF THE VALVE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. PLACE VALVE BOX 12" FROM AND PARALLEL TO STRUCTURES OR HARDSCAPE. SPACE GROUPED VALVES EQUALLY. ONE VALVE PER BOX. INSTALL IN SHRUB AREAS EXCLUSIVELY. IF NOT POSSIBLE INSTALL IN HARDSCAPE SQUARE WITH SURROUNDING IMPROVEMENTS. USE EQUAL SIZE CHRISTY CONCRETE BOX IF INSTALLED IN HARDSCAPE. SEE SPECS.
5. CONTRACTOR IS RESPONSIBLE FOR COMPLETE COVERAGE. MOVE OR ADD BUBBLERS TO INSURE COVERAGE.
6. WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, CONTACT THE OWNER FOR APPROVAL TO BEGINNING WORK. DO NOT TRENCH WITHIN THE DRIP LINE OF TREES UNLESS APPROVED BY LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE. USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES, AND TREE ROOTS. HAND DIG TRENCHES WHERE TWO INCH AND LARGER ROOTS OCCUR. CLOSE TRENCHES ADJACENT TO TREE WITHIN TWENTY-FOUR HOURS: AND WHEN THIS IS NOT POSSIBLE, KEEP THE SIDE OF THE TRENCH SHADED WITH BURLAP OR CANVASS.

IRRIGATION LEGEND:

- GATE VALVE, SIZE SAME AS LINE SIZE, NIBCO, CLASS 125,T-113. SEE SPEC.S
- RAINBIRD PEB SERIES PRESSURE REGULATING REMOTE CONTROL VALVE (SIZE PER PLAN)
- RAINBIRD 44LCR QUICK COUPLING VALVE
- MAIN LINE: 1120-SCHEDULE 40 PVC WITH SCHEDULE 80 SOLVENT-WELD FITTINGS: ALL MAIN LINE 2" UNLESS NOTED ON PLAN. INSTALL TRACER WIRE ON MAIN LINE
- EXISTING MAIN LINE
- LATERAL LINE: 1120 SCHEDULE 40 PVC WITH SCHEDULE 80 SOLVENT-WELD FITTINGS: ALL LATERAL LINE 1" UNLESS NOTED ON PLAN.
- EXISTING MAIN LINE
- STATION NUMBER / GPM / VALVE SIZE
- IRRIGATION SLEEVE: SCHEDULE 40 PVC SLEEVE SIZE (6")
- RAINBIRD 1401 BUBBLER ONE PER SHRUB
- RAINBIRD 1401 BUBBLER THREE PER TREE



100% BID DOCUMENTS

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

SCALE: 1"=10'-0"
0 10 20 40

NORTH

CSW | ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Engineering
Planning
Landscape Architecture
Land Surveying
Mapping
DRAWN: PS
CHECKED: MV
DESIGNED: MV
APPROVED: MV
ADDRESS: 121 Park Place Richmond, CA 94801 tel: 510-367-6166

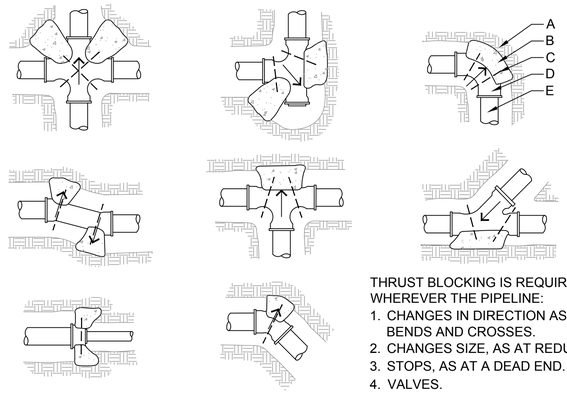
LICENSED LANDSCAPE ARCHITECT — Marcia D. Vallier — No. 3293 — STATE OF CALIFORNIA
Signature
03/31/2027
Renewal Date
7/18/2025
Date

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
IRRIGATION PLAN

REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

DATE: 04/02/2026
SCALE: as shown
PROJECT NO.: 474-8940-001
DRAWING: LS-1
SHEET NO.: 15 OF 17

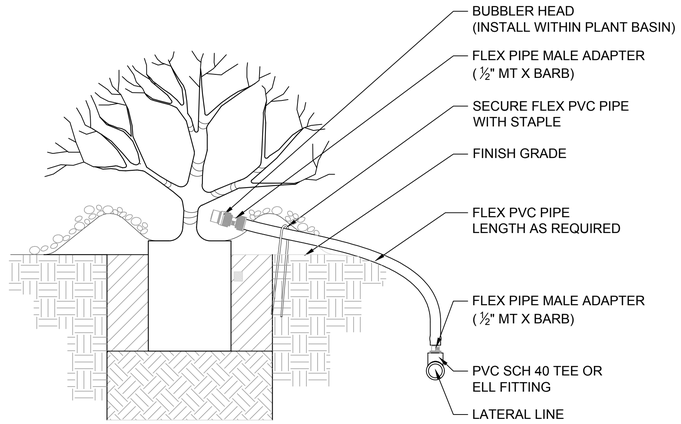
TYPICAL PARTS
A - UNDISTURBED SOIL
B - CONCRETE THRUST BLOCK
C - REBAR TO SECURE CONCRETE AND FITTING (TYP.)
D - FITTING (TYP.)
E - PIPE (TYP.)



NOTE: THRUST BLOCKS TO MEET NFPA24 SECTION 10.8.2 OF THE 2010 EDITION.

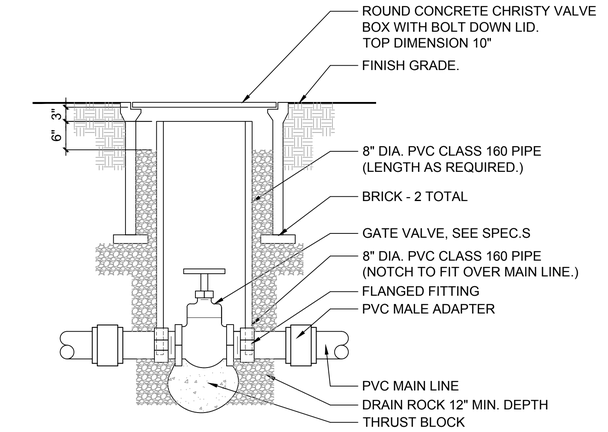
THRUST BLOCKING IS REQUIRED WHEREVER THE PIPELINE:
1. CHANGES IN DIRECTION AS AT TEES, BENDS AND CROSSES.
2. CHANGES SIZE, AS AT REDUCERS.
3. STOPS, AS AT A DEAD END.
4. VALVES.
5. SIZE THRUST BLOCK PER CHART. USE REBAR TO TIE TOGETHER.
6. ALSO SEE DIABLO WATER DISTRICT STANDARD DRAWINGS FOR THRUST BLOCKS DWG 2 AND 3

6 THRUST BLOCKING
NOT TO SCALE

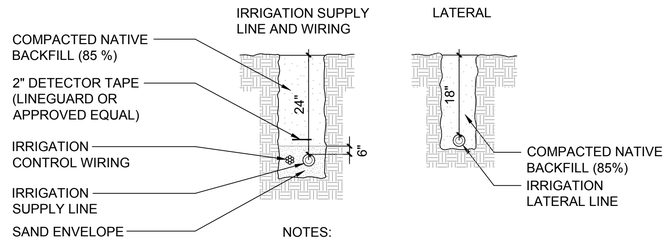


NOTES:
1. CONSTRUCT WATERING BASIN PER PLANTING PLAN.

4 SHRUB BUBBLER
NOT TO SCALE

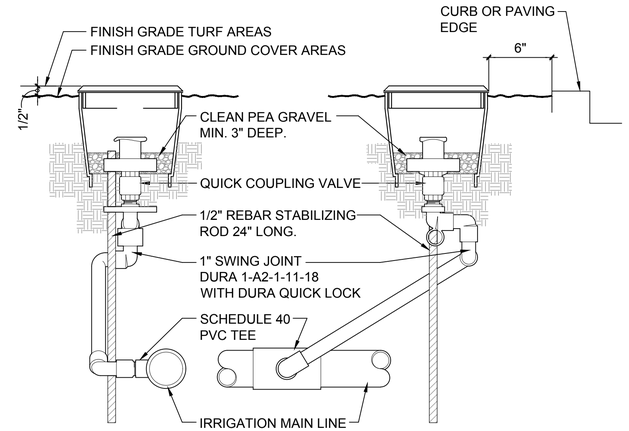


1 GATE VALVE
NOT TO SCALE

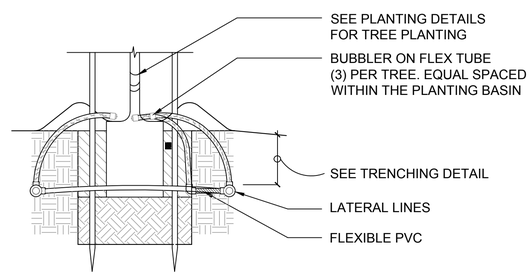


NOTES:
1. BUNDLE AND TAPE WIRE EVERY TEN FEET. LEAVE SLACK AT ALL CHANGES OF DIRECTION.
2. LATERAL LINES IN SEPARATE TRENCH FROM MAIN LINE AND WIRES.
3. PARALLEL LINES MINIMUM 6" APART.
4. TRENCH WIDTH TO ALLOW PROPER SNAKING OF PIPES.
5. INSTALL MIN. 2" SAND BEDDING BENEATH AND MIN. 6" SAND BACKFILL OVER IRRIGATION MAIN LINES.
6. SLEEVE DEPTH - 24" TO TOP OF SLEEVE.

5 TRENCHING
NOT TO SCALE



2 QUICK COUPLING VALVE
NOT TO SCALE



3 BUBBLER ON TREE
NOT TO SCALE

100% BID DOCUMENTS

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CSW | ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Engineering
Planning
Landscape Architecture
Land Surveying
Mapping
DRAWN: PS | CHECKED: MV
DESIGNED: MV | APPROVED: MV
ADDRESS: 121 Park Place, Richmond, CA 94801 tel: 510-367-6166

LICENSED LANDSCAPE ARCHITECT — Marina D. Vallier — No. 3247 — Signature — 03/31/2027 Renewal Date — 7/18/2025 Date — STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
IRRIGATION DETAILS

REVISIONS	
5	
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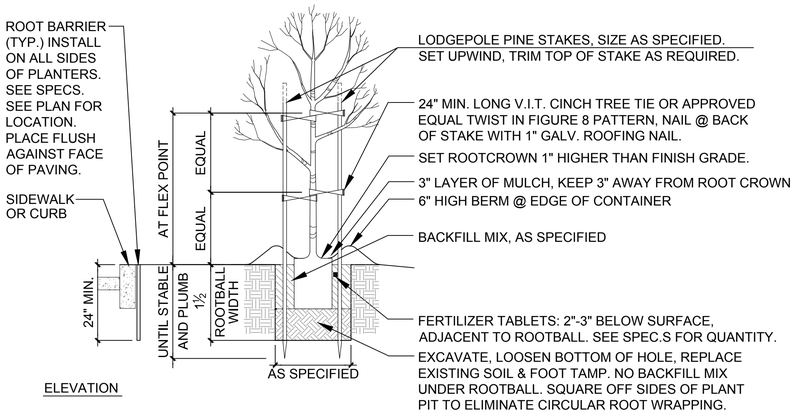
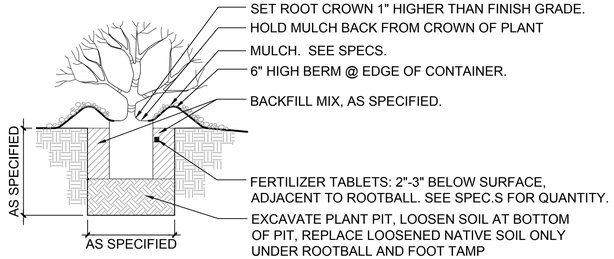
NO.	DESCRIPTION

DATE 04/02/2026 | SCALE as shown
PROJECT NO. 474-8940-001
DRAWING LS-2
SHEET NO. 16 OF 17



2 TREE PLANTING AND STAKING
NOT TO SCALE



1 SHRUB AND GROUND COVER PLANTING
NOT TO SCALE

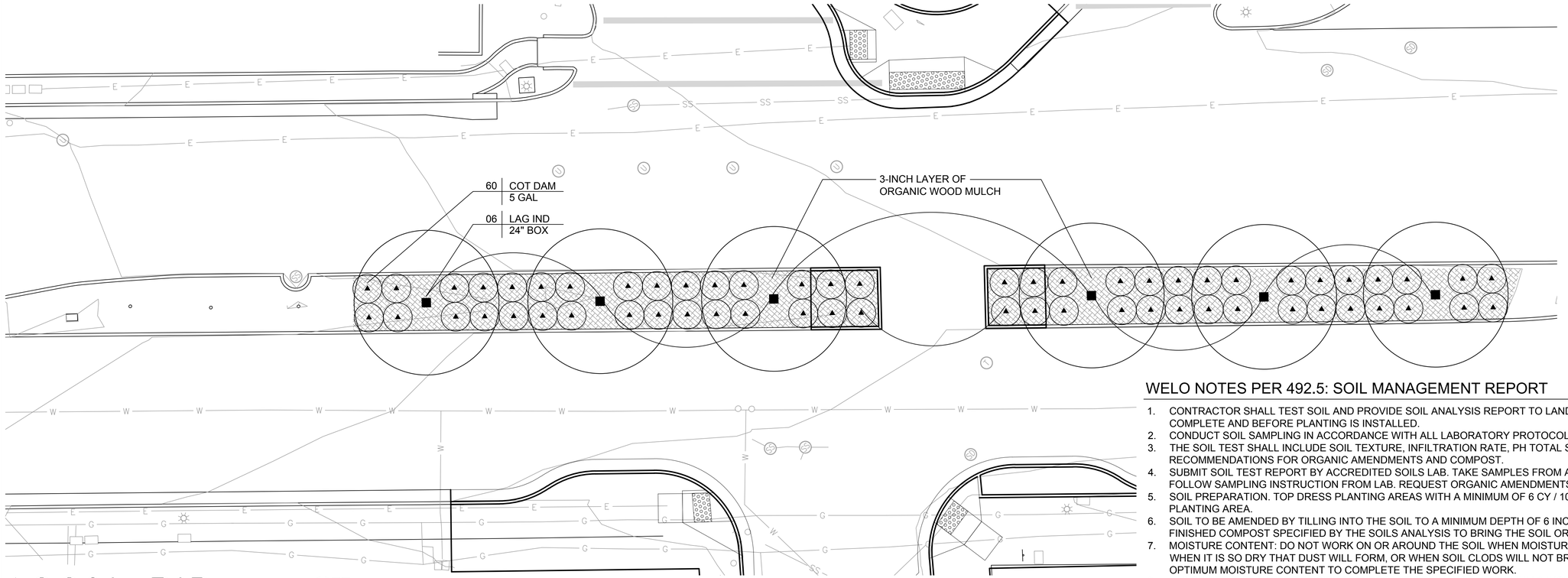
PLANT LIST

ABBREV.	QTY.	SCIENTIFIC NAME / COMMON NAME	SIZE	CALIBER	REMARKS	WATER USE
TREES:						
LAG IND	06	Lagerstroemia indica x 'Muskogee' / Muskogee Crape Myrtle	24" box	2" MIN.	Standard	Moderate
PLA ACE	-	Platanus acerifolia 'Columbia' / Columbia London Plane Tree	24" box	2" MIN.	Standard	Moderate
SHRUBS, GROUND COVERS AND ACCENT PLANTS:						
COT DAM	60	Cotoneaster dammeri 'lowfast' / Bearberry cotoneaster	5 gal		30" o.c.	Low

3-INCH LAYER OF ORGANIC WOOD MULCH

PLANTING NOTES:

1. ALL WORK SHALL BE PERFORMED BY PERSONS FAMILIAR WITH PLANTING WORK AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN.
2. PLANT MATERIAL LOCATIONS SHOWN ARE DIAGRAMMATIC AND MAY BE SUBJECT TO CHANGE IN THE FIELD BY THE LANDSCAPE ARCHITECT BEFORE THE MAINTENANCE PERIOD BEGINS DUE TO UNFORESEEN CONFLICTS.
3. PLANT COUNT AND LEGEND IS FOR THE CONVENIENCE OF THE CONTRACTOR. IN THE CASE OF DISCREPANCIES, THE PLAN SHALL GOVERN.
4. PLANT MATERIAL LOCATIONS ARE TO BE ADJUSTED IN THE FIELD AS NECESSARY AROUND BOXES AND UTILITIES BUT NOT TO BLOCK WINDOWS, PEDESTRIAN SIGHT LINES, NOR IMPEDE ACCESS.
5. CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND BRING CONFLICTS WITH PLANT MATERIAL LOCATIONS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR A DECISION BEFORE PROCEEDING WITH THE WORK.
6. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE SUBSTITUTIONS, ADDITIONS AND DELETIONS IN THE PLANTING SCHEME AS NECESSARY WHILE WORK IS IN PROGRESS. SUCH CHANGES ARE TO BE ACCOMPANIED BY EQUITABLE ADJUSTMENTS IN THE CONTRACT PRICE IF/WHEN NECESSARY.
7. ALL TREES SHALL BE STAKED AS SHOWN IN THE PLANTING AND STAKING DETAIL.



WELO NOTES PER 492.5: SOIL MANAGEMENT REPORT

1. CONTRACTOR SHALL TEST SOIL AND PROVIDE SOIL ANALYSIS REPORT TO LANDSCAPE ARCHITECT AND OWNER AFTER CONSTRUCTION IS COMPLETE AND BEFORE PLANTING IS INSTALLED.
2. CONDUCT SOIL SAMPLING IN ACCORDANCE WITH ALL LABORATORY PROTOCOLS, SEE SPECIFICATIONS.
3. THE SOIL TEST SHALL INCLUDE SOIL TEXTURE, INFILTRATION RATE, PH TOTAL SOLUBLE SALTS, SODIUM, PERCENT ORGANIC MATTER AND RECOMMENDATIONS FOR ORGANIC AMENDMENTS AND COMPOST.
4. SUBMIT SOIL TEST REPORT BY ACCREDITED SOILS LAB. TAKE SAMPLES FROM A MINIMUM OF 3 LOCATIONS (FRONT, MIDDLE AND BACK) OF SITE. FOLLOW SAMPLING INSTRUCTION FROM LAB. REQUEST ORGANIC AMENDMENTS, SEE SPECIFICATIONS.
5. SOIL PREPARATION. TOP DRESS PLANTING AREAS WITH A MINIMUM OF 6 CY / 1000 SQUARE FEET OF ORGANIC COMPOST TO THE ENTIRE PLANTING AREA.
6. SOIL TO BE AMENDED BY TILLING INTO THE SOIL TO A MINIMUM DEPTH OF 6 INCHES EITHER 1 INCH OF FINISHED COMPOSED OR AN AMOUNT OF FINISHED COMPOST SPECIFIED BY THE SOILS ANALYSIS TO BRING THE SOIL ORGANIC MATTER CONTENT TO A MINIMUM OF 3.5% BY DRY WEIGHT.
7. MOISTURE CONTENT: DO NOT WORK ON OR AROUND THE SOIL WHEN MOISTURE CONTENT IS SO GREAT THAT COMPACTION WILL OCCUR, NOR WHEN IT IS SO DRY THAT DUST WILL FORM, OR WHEN SOIL CLODS WILL NOT BREAK READILY. APPLY WATER IF NECESSARY TO BRING SOIL TO OPTIMUM MOISTURE CONTENT TO COMPLETE THE SPECIFIED WORK.
8. MULCH PER THE WATER EFFICIENT LANDSCAPE ORDINANCE. A MINIMUM 3-INCH LAYER OF ORGANIC MULCH (1" MINUS) SHALL BE APPLIED ON ALL EXPOSED SOIL SURFACES FOR THE PURPOSE OF REDUCING EVAPORATION, SUPPRESSING WEEDS, MODERATING SOIL TEMPERATURE AND PREVENTING SOIL EROSION.
9. CONTRACTOR SHALL SUBMIT DOCUMENTATION VERIFYING IMPLEMENTATION OF SOIL ANALYSIS REPORT RECOMMENDATIONS TO THE LOCAL AGENCY WITH CERTIFICATION OF COMPLETION.

SCALE: 1"=10'-0"
0 10 20 40
NORTH

100% BID DOCUMENTS

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

CSW | ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Engineering
Planning
Landscape Architecture
Land Surveying
Mapping
DRAWN: PS
CHECKED: MV
DESIGNED: MV
APPROVED: MV
ADDRESS: 121 Park Place, Richmond, CA 94801 tel: 510-367-6166

LICENSED LANDSCAPE ARCHITECT — David Vallier — No. 3257 — Signature — 03/31/2027 Renewal Date — 7/18/2025 Date — STATE OF CALIFORNIA

CITY OF BELMONT
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT
PLANTING PLAN

REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

DATE: 04/02/2026
SCALE: as shown
PROJECT NO.: 474-8940-001
DRAWING: LS-3
SHEET NO.: 17 OF 17

ATTACHMENT C

CITY OF BELMONT
PUBLIC WORKS

CITY OF BELMONT
CONTRACT DOCUMENTS

HILL STREET AND EL CAMINO REAL
HAWK CROSSING

City Contract Number 2026-652

Approved by _____

Denny Phan, PE – City Engineer

INVITATION FOR SEALED BIDS

The City of Belmont invites sealed bids for public project construction described as: **Belmont Village Pedestrian and Bicycle Improvements Project (Hill St. and El Camino HAWK Crossing, CITY CONTRACT NUMBER 2026-652**. 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 May 26, 2026 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 May 26, 2026 ("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 $619,543.00. 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 total contract period for this project is one hundred forty (140) working days from the effective date of the Notice-to-Proceed to be issued by the City. The working days will be split into two phases. Phase I, Procurement Phase, Notice-to-Proceed will be issued for awarded recipient to purchase equipment approximately 12-16 weeks. Phase II, Construction Phase, Notice-to-Proceed will be issued thirty (30) working days prior to scheduled delivery date of poles/equipment, then sixty (60) working days to complete construction including five (5) working days as move-in period. The City will assess liquidated damages in the amount of $4,500 for each and every calendar 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. 2026-652
Belmont Village Pedestrian and Bicycle Improvements (Hill and ECR HAWK Crossing)
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.

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.	Description	QTY	UNIT	UNIT COST	TOTAL
1	Construction Phasing and Traffic Control	1	LS		
2	Construction Area Signs	1	LS		
3	Sediment and Water Pollution Control	1	LS		
4	Construction Staking	1	LS		
5	Mobilization, Demobilization, and Caltrans Permitting and Coordination	1	LS		
DEMOLITION					
6.1	Remove Asphalt Concrete and Base	700	SF		
6.2	Remove Concrete	600	SF		
6.3	Remove Existing Striping	1	LS		
6.4	Remove Tree and Grind Stump	14	EA		
7	Clearing and Grubbing	1	LS		
CIVIL					
8	Hot Mix Asphalt	31	TON		
9	Concrete Sidewalk	500	SF		
10.1	Type A1-6 Vertical Curb	100	LF		
10.2	Type A2 Concrete Curb and Gutter	60	LF		
11.1	Case G Curb Ramp	1	EA		
11.2	Case A Bike/Pedestrian Curb Ramp	1	EA		
11.3	Detectable Warning Surface	4	EA		
12	Adjust Pull Box to Finished Grade	1	EA		
SIGNAGE AND STRIPING					
13.1	Thermoplastic Striping (Caltrans Detail 39A)	190	LF		
13.2	Thermoplastic Pavement Marking (Crosswalks, Limit Lines, Type IV Arrows, & STOP Stencil)	160	SF		
13.3	Green Thermoplastic	180	SF		
14.1	New Sign	24	EA		
14.2	New Sign Post and Foundation	7	EA		
ELECTRICAL					
15	Pedestrian Hybrid Beacon	1	LS		
	2070E Controller (Department Furnished)	1	EA		
	LX Battery backup (BBS Assembly Department Furnished)	1	EA		
	Type 17-3-100 Mast Arm Pole on Foundation by Others	1	EA		
	Type 26-4-100 Mast Arm Pole with Foundation	1	EA		
	Type 1-B Pole (10') on Foundation by Others	1	EA		
	Type 1-B Pole (10') with Foundation	1	EA		
	Type 2 Post with Foundation	1	EA		
	Type 2 Post on Foundation by Others	2	EA		
	3-Section 12" PHB Heads with Reflective Tape	4	EA		
	2-Section 12" PHB Heads with Reflective Tape	2	EA		
	Pedestrian Signal Heads (non-countdown type)	2	EA		
	MAS Mounting Hardware	4	EA		
	TV-1-T Mounting Hardware	2	EA		
	SP-1-T Mounting Hardware	2	EA		
	Luminaire Heads, Intersection Large B	2	EA		
	Emergency Vehicle Preemption System, Multimode (2 IR Detectors + GPS Radio)	1	EA		
	Inductive Loops	4	EA		
	Detector Handhole	2	EA		
	Photoelectric Unit	1	EA		

	ITS Switch	1	EA		
	Wireless Router	1	EA		
	Accessible Pedestrian Signal	3	EA		
	No. 6 Pull Box, "Caltrans Flashing Beacon"	4	EA		
	No. 6 Pull Box, "Caltrans Interconnect"	4	EA		
	Conduit and Conductors	1	LS		
	SIC Conduit and Conductors	1	LS		
16	Irrigation Systems	1	LS		
	Shrub Drip Irrigation	1500	SF		
	Tree Bubbler Irrigation (all trees)	4	EA		
17	Planting	1	LS		
	Fine Grading Landscape Areas	1500	SF		
	Soil and Soil Preparation Shrub, Lawn, Tree Areas	1500	SF		
	Shrub Areas	1500	SF		
	Large Trees	4	EA		
	Root Barrier	160	KS		
	Topsoil	30	CY		
	Mulch	15	CY		
	Cobbles Set in Grout	300	CY		

*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	**CONTRACTOR**
By: _____ Afshin Oskoui, City Manager	By: _____ _____ (print name) (print title)
Date: _____	Date: _____
APPROVED AS TO FORM	By: _____ _____ (print name) (print title)
_____ Scott M. Rennie, City Attorney	Date: _____
FUNDING VERIFIED	
_____ Grace Castaneda, Finance Director	

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)

****

[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 2026-652
Belmont Village Pedestrian and Bicycle Improvements (Hill and ECR HAWK Crossing)

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 2026-652
Belmont Village Pedestrian and Bicycle Improvements (Hill and ECR HAWK Crossing)

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 140 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.

PART C - TECHNICAL PROVISIONS
HILL STREET AND EL CAMINO REAL HAWK CROSSING PROJECT

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TECHNICAL PROVISIONS

DESCRIPTION OF BID ITEMS

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 2025 issued by the State of California, Department of Transportation (Caltrans), 2026 California Manual on Uniform Traffic Control Devices (California MUTCD), (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.

All paving work shall conform to the Standard Specifications. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions as approved by the City Engineer.

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.

TECHNICAL PROVISIONS

BID ITEM NO. 1 – CONSTRUCTION PHASING AND TRAFFIC CONTROL

1.01 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 2026 California Manual on Uniform Traffic Control Devices (California MUTCD), (herein after referred to as CA MUTCD). The CA MUTCD may be obtained online at https://dot.ca.gov/programs/safety-programs/camutcd.

Contractor shall consider additional labor time for planning and coordination with the adjacent development. The project 884 and 900 El Camino Real is currently under construction to develop two new mid-rise affordable housing buildings and related frontage improvements. They will be under contract with the City of Belmont to complete a portion of HAWK Crossing Project that overlaps with their frontage improvements. The scope includes underground conduit, equipment and pole foundations, curb extensions/bulb outs, and flat work.

1.02 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's TCPs shall take into consideration the roadway restrictions described below. The Contractor shall submit in writing a complete traffic control plan (1"=100' scale min. drawing) to the City Engineer within fifteen (15) working days after the effective date of the Notice to Proceed. 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. The City of Belmont and Caltrans reserves the right to modify any portion of the plan.

TECHNICAL PROVISIONS

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.

1.03 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

TECHNICAL PROVISIONS

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.

TECHNICAL PROVISIONS

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.

1.04 MEASUREMENT AND PAYMENT

TECHNICAL PROVISIONS

The contract lump sum price paid for **"Construction Phasing and Traffic Control" (Bid Item 1)** 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.

TECHNICAL PROVISIONS

BID ITEM NO. 2 – CONSTRUCTION AREA SIGNS

2.01 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.

2.02 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.

2.03 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.

2.04 MEASUREMENT AND PAYMENT

The contract lump sum price paid for "Construction Area Signs" (Bid Item 2) 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.

TECHNICAL PROVISIONS

BID ITEM NO. 3 –SEDIMENT AND WATER POLLUTION CONTROL

3.01 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.

3.02 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/

3.03 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.

3.04 MEASUREMENT AND PAYMENT

The contract lump sum price paid to prepare "Sediment and Water Pollution Control" (Bid Item 3) 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.

TECHNICAL PROVISIONS

BID ITEM NO. 4 – CONSTRUCTION STAKING

4.01 GENERAL

This section specifies the work for construction staking which consists of providing all labor, tools, equipment, materials, and incidentals necessary to locate by staking all improvements, to the line and grade shown on the plans.

4.02 EXECUTION

Contractor shall furnish all land surveys, establish all base lines and benchmarks, and make sufficient detailed surveys needed for working points, lines, and elevations. The Contractor shall develop all slope stakes and batter boards. Contractor shall also develop all additional working points, lines, and elevations as he or she may desire to facilitate their methods and sequence of construction.

All work shall be staked in order to meet the lines and grades shown on the plans. Copies of all survey cut sheets shall be provided to the City Engineer two (2) working days before the planned work begins.

Finished grade elevations, pipe flowlines, and walls shall be within minus five hundredths (-0.05) foot of elevation and plan location.

Prior to concrete pouring, formwork and survey staking shall be reviewed and approved by the City Engineer.

4.03 MEASUREMENT AND PAYMENT

The contract lump sum price paid for “Construction Staking” (Bid Item 4) shall include full compensation for furnishing all labor, materials, tools, equipment, supervision, 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 as may be required to complete the work.

TECHNICAL PROVISIONS

BID ITEM NO. 5 – MOBILIZATION, DEMOBILIZATION, AND CALTRANS PERMITTING AND COORDINATION

5.01 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.

The work of this bid item includes Caltrans Permitting and Coordination. The City at the time of advertisement for bid will have a preliminary approved Caltrans encroachment permit. The Contractor shall be responsible for applying for the final Caltrans encroachment permit inclusive of Contractor-prepared traffic control plans (see Bid Item 1). The Contractor is responsible for the permit fees paid to Caltrans as part of this bid item, coordination with the Caltrans inspector, and procurement of Department-furnished material (see Bid Item 15).

5.02 MEASUREMENT AND PAYMENT

Full compensation for completing the requirements of this section shall be considered as included in the lump sum price paid for "Mobilization, Demobilization, and Caltrans Permitting and Coordination" (Bid Item 5).

Partial payments for Mobilization shall not exceed the following:

TECHNICAL PROVISIONS

(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.

TECHNICAL PROVISIONS

BID ITEM NO. 6 – DEMOLITION

6.01 GENERAL

Demolition work shall consist of and include all demolition, sawcutting, removals, salvaging, and stockpiling, including concrete pavement, asphalt pavement, traffic stripes, pavement markings, pavement markers, signs, trees, signal posts, tree wells and other miscellaneous demolition as shown on the Plans or specified herein. The Contractor shall obtain all special permits and licenses and give all notices required for performance and completion of the demolition and removal work, hauling, and disposal of debris.

Contractor shall review with City's Representative the exact limits of work and extent of materials to be removed.

A. Examine site and structures and determine exact nature and status of structural elements and above ground and below ground utilities prior to commencing demolition.
B. City assumes no responsibility for actual condition of items or structures to be demolished.
C. Prior to commencing the work, perform a site survey to identify existing areas of damage to adjacent building areas and other buildings.

6.02 SUBMITTALS

Contractor shall submit a schedule indicating proposed methods and sequence of operations for selective demolition work for review prior to commencement of work. Include coordination for shut-off, capping, and continuation of utility services as required.

A. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of adjacent building uses.
B. Coordinate continued occupancy with adjacent building tenants.

6.03 EXECUTION

Standards
All work shall conform to ANSI A10.6, Safety Requirements for Demolition Operations and to the codes and regulations of the City.

Attention is also directed to Section 15, "Existing Facilities," of the Standard Specifications.

Concrete removal work shall be done in accordance with Section 15-1.03B, "Removing Concrete", of the Standard Specifications, these Specifications, the Contract Plans and as directed by the City Engineer.

TECHNICAL PROVISIONS

Residue from cutting operations shall not be permitted to flow into storm drains or across lanes occupied by traffic and shall be removed from the pavement surface, concurrent with the cutting operation. All excavated material shall be removed and disposed of outside the street right of way in accordance with relevant sections of the Standard Specifications.

Dust Control shall conform to the provisions of Section 10-5, "Dust Control" of the Standard Specifications.

Schedule
The Contractor shall receive no additional compensation for delays or inconvenience caused by utility relocations and/or adjustments. The delay caused by these relocations and/or adjustments shall not count towards the Contractors' "working days."

Provide a minimum of 72 hours advance notice of demolition activities to the City Engineer.

Protection
Provide temporary barricades and other forms of protection as required to protect the general public from injury due to selective demolition work.

Environmental Controls
Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

Utilities
The Contractor shall call USA at (800) 642-2444 to mark the locations of all underground utilities at least 48 hours before the intended start of excavation. Any damage to any utility due to the Contractor's operations shall be repaired or replaced by the Contractor to the satisfaction of the City Engineer.

Affected utility companies include but may not be limited to:

A. Pacific Gas & Electric Company
B. AT&T
C. Comcast
D. Mid-Pen Water District

The Contractor is responsible for coordinating with the various utility agencies for lateral adjustment and/or relocation.

TECHNICAL PROVISIONS

Selective Demolition
Perform selective demolition work in a systematic manner. Use methods required to complete work indicated on the plans in accordance with demolition schedule and governing regulations. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

Traffic
Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from the City Engineer. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

Extent
Demolish footings to a depth of not less than 18 inches below finish grade. Demolish and remove below-grade wood or metal construction. Break up below grade concrete slabs. Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel, or sand, free of trash and debris, stones over 6-inch diameter, roots, or other organic matter.

Clean up
The Contractor shall perform daily cleanup operations to keep the job site 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 their responsibility for final cleanup of the site as provided in Section 4-1.13, "Cleanup", of the Standard Specifications.

Damages
Promptly repair damages caused to adjacent facilities by demolition work at no cost to the City.

Contractor Salvage
Items indicated on the plans as to be removed but of salvageable value to the Contractor may be removed from site as work progresses. Contractor shall transport such items from site as they are removed. Storage or sale of removed items on site will not be permitted.

City Salvage
Those items designated on the plans as to be salvaged shall be carefully removed and transported to the City's Corporation Yard at the Contractors expense and as directed by the City Engineer. Designated salvage items shall be transported to the City of Belmont Corporation Yard at the following address:

110 Sem Lane
Belmont, CA 94002

TECHNICAL PROVISIONS

(650) 595-7425

Provide notice to the Corporation Yard and the City of Belmont a minimum of 48 hours in advance of dropping off the metal castings.

Demolition

Contractor shall strip the site of all remaining materials not to remain as part of the finished work. All such materials shall be legally disposed of off-site at Contractor's expense except as otherwise noted on plans. Items to be disposed of off-site include but are not limited to the following:

A. Demolition and removal of concrete sidewalk, curb, gutter, apron, catch basin, metal grate, asphalt concrete and base rock.
B. Removal of pavement markings.
C. Salvaging and reinstallation of street signs, light fixtures, and other items.

If the Contractor damages an existing improvement, which is to remain, they shall restore such improvement to as good a condition as existed before the damage or shall replace the improvement, when restoration is not acceptable, with an improvement of at least equal quality. Cost of such restorations or replacements shall be the Contractor's expense.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a straight neat line with a power-driven saw to a minimum depth of 0.17 foot before removing the surfacing.

The Contractor shall be responsible for the removal, hauling away and the disposal of the dirt, broken asphalt, and debris materials. The City of Belmont's landfill is closed and will not accept any materials disposed under this contract.

The Contractor is responsible for having all underground utilities and covers identified by calling Underground Service Alert (USA) at 1-800-227-2600 prior to commencement of excavation. It shall be the Contractor's responsibility to ascertain the location of all utilities, including maintenance holes and monuments.

Where any marked or unmarked utility lines or other underground obstruction or piping may be encountered within the work area, notify the City's Representative or the agencies or service utility companies having jurisdiction thereof, and take necessary measures to prevent interruption of service (if live). Should such lines or service be damaged, broken, or interrupted, those services shall be repaired immediately and restored by Contractor at their own expense.

Abandoned lines, meters and boxes, obstructions or piping shall be removed, plugged, or capped in accordance with the requirements and approval of the agencies affected. It shall be the responsibility of the Contractor to ascertain whether any public facilities exist along the line of work, whether or not shown on the plans; and Contractor shall, at the Contractor’s expense, do

TECHNICAL PROVISIONS

any necessary work to save from damage all such property in or adjacent to the work, and shall repair all damage thereto caused by the Contractor's operations.

Service connections to adjacent properties requiring removal or adjustment, due to new construction, shall be removed or adjusted during the course of construction operations. The Contractor shall cooperate with the utility companies and/or agencies in such work.

Prior to commencement of site grading work the Contractor shall notify the City Engineer that the site has been cleared. Site grading shall not commence until the City Engineer has completed review of the site and has given approval to proceed.

Contractor shall remove and dispose of plant material where shown on Contract Plans and as directed by the City Engineer. All resulting tree, shrub, and other excavation material shall be removed and legally disposed of outside of the Right-of-Way by the contractor.

The Contractor shall restore all sewer, gas, and waterline system markings on the top of curbs. All markings shall be referenced prior to curb removal.

Remove Asphalt Concrete
Roadway surfacing shall be removed as required for the roadway in accordance with Section 19, "Earthwork," of the Standard Specifications and these Specifications, as shown on the plans, and as directed by the City Engineer.

Where no joints exist between roadway surfacing to be removed and roadway surfacing to remain in place, the roadway surfacing shall be cut in a neat line to the full depth of the existing pavement with a power driven saw before the roadway surfacing is removed.

The Contractor, at their expense, shall repair materials to be salvaged that are damaged as a result of the Contractor's operations to the satisfaction of the City Engineer.

Nothing in these Specifications shall relieve the Contractor from their responsibilities as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

Remove Concrete & Base
Existing concrete sidewalk, curb and gutter to be removed shall be completely removed and disposed of in conformance with the provisions in Section 15-1.03B, "Removing Concrete " and Section 14-10, "Solid Waste Disposal and Recycling", of the Standard Specifications and these Specifications, as shown on the plans, and as directed by the City Engineer. This bid item also includes removal of base rock as required for the improvements.

Grind Out Existing Striping
Work performed on existing markings must comply with Section 15 "Existing Facilities" of the Standard Specifications.

TECHNICAL PROVISIONS

The Contractor shall remove traffic stripes and pavement markings before making any change to the traffic pattern. Contractor shall completely remove traffic stripes and pavement markings, including any paint in the gaps, by methods that do not remove pavement to a depth of more than 1/8 inch.

Remove pavement markings such that the old message cannot be identified. Make any area removed by grinding rectangular. Water must not puddle in ground areas. Fog seal ground areas on asphalt concrete pavement. Sweep up or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility.

Replacement of Reference Survey Monument and Marker

The Contractor shall replace removed and/or disturbed markers and monuments resulting from construction work. Reestablish survey markers and monuments in conformance with the recorded reference points. The Contractor shall forward to the City Engineer a letter verifying re-establishment of survey markers and monuments, signed by a licensed land surveyor currently registered in the State of California. Prior to removing or construction work which may disturb a marker and/or monument, the contractor shall record the locations and designation of survey markers and monuments. The Contractor shall provide three (3) reference points for each survey marker and monument removed, established by a licensed land surveyor currently registered in the State of California. Monument referencing shall be done by a licensed land surveyor hired by the contractor, and copies of the corner records for the referenced monuments shall be provided to the City prior to the start of construction. For each monument that has been removed, the replacement monument location(s) will be established by the referencing surveyor after final pavement is completed.

In the event that any non-referenced monuments or monument reference points become in danger of being disturbed due to construction, the Contractor shall cease the threatening activity and notify the Project Manager and City Survey Staff immediately. Response to endangered monuments or reference points is a priority. In no case may an unreferenced monument or monument reference point be damaged during construction.

Should any monument not designated for replacement be disturbed or sustain damage during construction, the Contractor shall bear the expense of rebuilding it as well as the survey work that a Professional Land Surveyor licensed in the State of California hired by the Contractor must perform in the process. In any instance where the City deems a damaged monument as irreplaceable, whether designated or not designated for replacement, the Contractor shall be fined $20,000 per monument.

6.04 MEASUREMENT AND PAYMENT

All work under this section shall be paid for at the unit price bid as shown in the bid schedule for demolition in the bidder's proposal and shall include full compensation for furnishing all labor,

materials, tools, equipment, dust control, and incidentals, and for doing all the work involved in demolition work, replacement work, relocating work and salvaging of existing improvements and all related incidental work as described herein, as shown on the plans, and as directed by the City Engineer.

The contract price paid per square foot for "Remove Asphalt Concrete & Base" (Bid Item 6.1) of the various types shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including sawcutting, demolition and removal of asphalt and aggregate base, hauling, recycling, disposal, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

The contract price paid per square foot for "Remove Concrete" (Bid Item 6.2) of the various types sidewalk, bus pad, driveway, curb, and gutter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing concrete, complete in place, including sawcutting, demolition and removal, hauling, recycling, disposal, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

The lump sum cost price paid for "Remove Existing Striping" (Bid Item 6.3) of the various types shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including grinding out the existing striping and pavement markers, recycling, disposal, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

Full compensation for protecting and preserving existing survey markers and monuments and furnishing all labor, survey, materials, tools, equipment, and including recordation at the County Recorder's office for replacement of damaged survey markers and monuments shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

Full compensation for protecting and referencing any utility in place shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

Full compensation for removal and disposal of existing fences and tree wells as indicated in the plans shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

Full compensation for protecting, providing temporary tapers, and referencing any utility in place shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

TECHNICAL PROVISIONS

Full compensation for sawcutting shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

TECHNICAL PROVISIONS

BID ITEM NO. 7 – CLEARING AND GRUBBING

7.01 GENERAL

All clearing and grubbing work shall be done in accordance with Section 17-2, "Clearing and Grubbing", of the Standard Specifications, these Specifications, and as directed by the City Engineer.

The work includes as a separate line item for delimbing, removal of redwood tree trunks, and grinding stumps.

7.02 EXECUTION

Clearing and grubbing shall consist of (but not limited to) removing and disposing of vegetable growth and deleterious materials in tree wells, including tree roots, grass, weeds, rocks, as well as pavement sawcut, and all other objectionable material as required to construct the improvements, as shown on the plans, and as specified in these Specifications.

Prior to clearing and grubbing operations, the Contractor shall inform the City Engineer of the intended limits of their clearing and grubbing operations and shall obtain the City Engineer's approval on such proposed limits. The Contractor shall not clear and grub any area not essential to their construction obligations and protect from injury or damage resulting from their operations all vegetation, facilities, or improvements, which are to remain. All edges of existing paving to remain shall be sawcut in a neat, clean manner.

Removal of existing trees and plants includes removing their limbs, stumps and roots 2 inches or larger in diameter to a minimum depth of 12 inches below finished grade. Backfill holes resulting from stump removal to the finished grade with material obtained from adjacent areas. Remove trees in a way that minimizes impact on the adjacent roadway lanes; ensure that at least one vehicle travel lane is open in each direction at all times.

All resulting tree, shrub, and other excavation material shall be removed and legally disposed of outside of the Right-of-Way by the contractor.

7.03 MEASUREMENT AND PAYMENT

The lump sum cost paid for "Clearing and Grubbing, General" (Bid Item 7.1) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in clearing and grubbing, including the removal and disposal of the resulting material, removal and disposal of roadway signs as well as pavement sawcut as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

TECHNICAL PROVISIONS

The contract price paid per each for "Clearing and Grubbing, Remove Tree and Grind Stump" (Bid Item 7.2) of the various types shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work complete in place, including removal of trees, grinding down the stump to below the finish grade, disposal, cleanup and other incidental work, as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

TECHNICAL PROVISIONS

BID ITEM NO. 8 – HOT MIX ASPHALT

8.01 GENERAL

All asphalt concrete work shall be done in accordance with Section 39, "Asphalt Concrete", of the Standard Specifications, the City of Belmont Standard Detail SI 100, these Specifications, and as directed by the City Engineer.

8.02 MATERIALS

- Hot Mix Asphalt (Type A), ½-inch fine.
- Asphalt concrete binder shall be PG 64-10

8.03 EXECUTION

a. Where a portion of new concrete surface is to be constructed, there shall be a hot mix asphalt conform between the existing roadway and the concrete curb and gutter. The Contractor shall taper the new pavement thickness adjacent to the gutters in the streets designated by the City Engineer.

b. Areas to be paved shall be covered with a layer of hot asphalt concrete surfacing not less than the thickness indicated after compaction. Apply asphalt deeper than three (3) inches in two three-inch lifts.

c. Paving asphaltic concrete shall be delivered, laid, rolled, and finished in accordance with Section 39 of the Standard Specifications.

d. Before placing asphalt concrete, a tack coat (paint binder) shall be applied to all vertical surfaces against which asphalt concrete surfacing will be placed. Asphaltic emulsion shall be applied to the surface of existing pavements at the approximate rate of one-sixteenth (1/16) gallon per square yard. Pools or unevenly distributed areas shall be redistributed by means of hand brooms. The emulsion shall be applied only so far in advance of the surfacing work that it has sufficient time to set, as required by the City Engineer.

e. After a tack coat of asphalt emulsion has been applied, hot mix asphalt shall be spread and compacted. It is contemplated that hot mix asphalt will be laid to a compacted thickness as specified.

f. Hot mix asphalt shall not be placed when the atmospheric temperature is below 50 degrees F (10 degrees C) or during unsuitable weather.

g. Finish paving shall conform to finish elevations within plus or minus 0.01 of a foot and shall be level to within plus or minus 1/4 inch in 10 feet when measured with a 10-foot straightedge in any direction. Finish surface of the wearing course shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, cold joints, or other irregularities.

h. Public traffic shall be permitted the use of the street area providing that such traffic does not interfere with the continuity of the paving operations. When street operations are suspended, all equipment shall be removed from portions of the streets that are to be used by the public traffic. Where work is unfinished at a pedestrian crosswalk at the end of a working day, the edge of the paved surface to said crosswalk shall be feathered to provide a smooth pathway for foot traffic. The pavement shall be protected from traffic until thoroughly cooled and set. Hot mix asphalt rolled gutters shall be compacted as directed by the City Engineer as part of the overlay resurfacing work and no additional payment will be made therefor.

8.04 MEASUREMENT AND PAYMENT

The cost paid per ton for "Hot Mix Asphalt" (Bid Item 8) shall include full compensation for furnishing all labor, materials, tools, formwork, equipment, testing, and incidentals, and for doing all the work involved in constructing asphalt pavement conforms complete in place including aggregate base or subbase as required, and subgrade preparation as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

TECHNICAL PROVISIONS

BID ITEM NO. 9 – CONCRETE SIDEWALK

9.01 GENERAL

Concrete sidewalk shall conform to the Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications, City of Belmont Sidewalk Standard Detail SI-105, as modified in the plans, these Specifications, and as directed by the City Engineer. All Work shall be done to the satisfaction of the City Engineer and all subgrade shall meet the acceptance of the designated representative of the Geotechnical Engineer.

Damage to the street, sidewalk, curbs, and gutters from construction activities shall be repaired to the satisfaction of the City Engineer.

9.02 SUBMITTALS

The Contractor shall submit the concrete mix design and strength data to the City Engineer.

Supplier's certificates showing conformance with this specification shall be delivered to the City Engineer with each shipment of materials delivered to the job site.

9.03 MATERIALS

Portland Cement Concrete

Portland Cement Concrete for fixed form concrete surface improvements shall be 6 sack ¾-inch with one pound of lamp black per cubic yard per City Standard Detail SI-105. No bagged mix is permitted. Hand mixing of Portland Cement Concrete for use in concrete surface improvements shall not be permitted. Strength of concrete in place shall be 4,000 psi at 28 days for concrete paving subjected to vehicular traffic. No admixtures shall be used without approval of the City Engineer.

Maximum slump of fresh concrete permitted in these items shall be 4 inches. Slump shall be determined by either ASTM C-143 or California Test Method No. 520 at the City Engineer's discretion.

Concrete curb shall be secured by No. 4 reinforcing bars grouted vertically with Class "B" mortar into holes drilled into the pavement at a spacing not greater than 4 feet on center measured along the centerline of the curb. Such bars shall be 12 inches long and the holes therefore 6 inches deep. The Contractor shall reinforce the curb longitudinally with a continuous No. 4 bar seated one inch below the top of the vertical reinforcing and tied to it with no. 14 wire.

Aggregate Base

TECHNICAL PROVISIONS

Aggregate base shall be Class 2, 3/4" maximum compacted to 90%. When the aggregate base is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. Adequate drainage shall be provided during the entire period of construction to prevent water from collecting or standing on the area to be covered with aggregate base.

Dowels
Dowels shall be 12-inch #4 smooth billet-steel rebar conforming to the requirements of ASTM Designation A615 for Grade 40 bars.

Tie wire
Tie wire for reinforcement shall be eighteen (18) gauge or heavier black annealed conforming to the requirements of ASTM Designation A82.

9.04 EXECUTION

Formwork

a. Prior to forming for concrete surface improvements, the Contractor shall pass the compaction test for the subgrade from the Geotechnical Engineer.

b. Forms for concrete surface improvements shall be subject to the approval of the City Engineer. No concrete shall be placed prior to Contractor obtaining such approval.

c. Forms for concrete surface improvements shall have a smooth and true upper edge and the side of the form to be placed next to concrete shall have a smooth finish. Forms shall be constructed rigid enough to withstand the pressure of the fresh concrete to be placed without any distortion.

d. All forms shall have been thoroughly cleaned prior to placement and shall be coated with an approved form oil sufficient to prevent adherence of concrete prior to filling.

e. Forms shall be carefully set to the alignment and grade required by the plans. Forms shall be rigidly held in place by stakes set at intervals satisfactory to the City Engineer. Sufficient clamps, spreaders and braces shall be installed to ensure the rigidity of the forms.

f. Forms for back and face of curbs, lip of gutters and edge of walks, valley gutters or other surface slabs shall be equal to the full depth of the concrete as shown, noted, or called for on the plans or detail drawings. Composite forms made up from benders or thin planks of sufficient ply to ensure rigidity of the form in the shape required may be used on curves and curb returns.

g. Curb and Gutter, sidewalks, and driveways shall have forms removed and be backfilled within 3 days after pouring.

TECHNICAL PROVISIONS

Concrete Placement

a. Where a portion of existing concrete surface improvements is to be reconstructed, the section to be removed shall first be separated from that to remain by means of a cut with an approved concrete saw to a minimum depth of one and one-half (1-1/2) inches at the first score line beyond the area to be replaced.

b. All repairs to concrete surface improvements shall be made by completely removing and replacing the entire portion between the score lines or joints.

c. Prior to subgrade work and concrete placement, all debris and trash will be removed from all areas related to this work. Existing subgrade surface shall be re-graded (if necessary) and re-compacted to conform to the grades shown on the plans.

d. Any concrete discolored, defaced, or otherwise damaged before official acceptance shall be cleaned, repaired, or replaced at the Contractor's expense.

e. If existing utilities are found to interfere with the permanent facilities being constructed under this Contract, immediately notify the City Engineer and secure instructions. Do not proceed with permanent relocation of utilities until written instructions are received from the City Engineer.

f. Contractor shall accurately grade and prepare the site to the lines and grades called for on the plans and detail drawings with due provision for future surface improvements.

g. Surface tolerance: Finished paving surfaces shall not vary more than 1/4 inch measured with a 10-foot metal straight edge, except at grade changes. No birdbaths or other surface irregularities will be permitted. Correct irregularities to the satisfaction of the City Engineer without additional cost to the project.

h. Concrete shall be transported in truck mixers or agitators and discharged with 70 minutes of leaving the plant.

i. All new curb and gutter, sidewalk, and driveways adjacent to existing concrete curb or sidewalk shall be dowelled to the existing concrete. The dowels shall be #4 rebar, 12 inches long with spacing per City Standard Detail SI-105. Dowels shall be embedded a minimum of 6-inches in a 5/8-inch drilled hole (existing concrete).

j. Curb and gutter, sidewalks, and driveways shall be given a median broom finish. The surface shall first be given a floated finish and final troweling shall be done with a steel trowel. The finished surface shall be free of all trowel marks and shall be uniform in texture and appearance. Broom texture shall be in the longitudinal direction.

k. New concrete work shall match existing in finish, score pattern, and color, or as shown on the plans, or as directed by the City Engineer.

TECHNICAL PROVISIONS

Joints

a. Expansion joints incorporating premolded joint fillers for fixed form concrete surface improvements shall be constructed at sixteen (16) foot intervals or as appropriate to match existing pattern and at the ends of curb returns. Expansion joint filler strip shall be an approved one piece premolded ½" thick strip conforming to the requirements of ASTM Designation D1751 or ASTM D 994. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated. Expansion joint material shall be shaped to fit the cross section of the concrete prior to being placed.

b. Single-Component, Self-Leveling, Silicone Joint Sealant for Concrete: Joint sealant shall conform to ASTM D 5893, Type SL. Install per manufacturer's guidelines.

c. Scoring pattern and weakened plane joints (deep joints) shall be as indicated in the plans and approved by the City Engineer.

d. Any tree well forming required by the City Engineer when placing concrete sidewalk or sawcutting necessary to conform to adjacent sidewalk shall be included in this bid item.

e. Existing asphalt concrete shall be sawcut, removed and reconstructed for a minimum of 2-feet within edges of concrete work. Hot mix asphalt shall be a minimum thickness of 8-inches and class 2 aggregate base shall match existing thickness. As approved by the City Engineer, see plan 8148 "Curb and Gutter Retrofit" for additional requirements.

Testing

Slump tests shall be performed by the General Contractor in the presence of the City Engineer at the beginning of each day's pour and at such additional times as required by the District. Slump tests shall be made in accordance with current ASTM Designation C-143 or California Test Method No. 520 at the City Engineer's discretion.

One (1) cylinder shall be sampled and tested at each intersection corner or as directed by the City Engineer.

Inspection

a. The City Engineer shall inspect and approve formwork and reinforcing steel placement prior to concrete pours. The General Contractor shall provide at least 24 hours' notice that inspections are required.

9.05 MEASUREMENT AND PAYMENT

Measurement and payment for "Concrete Sidewalk" (Bid Item 9) shall be measured by the square foot for the actual area constructed. The contract prices paid per square foot for concrete sidewalk shall include full compensation for furnishing all labor, materials, tools, formwork, testing, equipment, and incidentals, and for doing all the work involved in constructing the sidewalk complete in place including aggregate base or subbase as required, subgrade preparation as shown

on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

TECHNICAL PROVISIONS

BID ITEM NO. 10 – CONCRETE CURB AND GUTTER

10.01 GENERAL

Concrete Curb and Gutter shall conform to the Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications, State Standard Plan A87A Type A1-6 Curb; City of Belmont Type A Curb & Gutter Standard Detail SI-100, as modified in the plans; these Specifications; and as directed by the City Engineer. All wWork shall be done to the satisfaction of the City Engineer and all subgrade shall meet the acceptance of the designated representative of the Geotechnical Engineer.

Damage to the street, sidewalk, curbs, and gutters from construction activities shall be repaired to the satisfaction of the City Engineer.

10.02 SUBMITTALS

The General Contractor shall submit the concrete mix design and strength data to the City Engineer.

Supplier's certificates showing conformance with this specification shall be delivered to the City Engineer with each shipment of materials delivered to the job site.

10.03 MATERIALS

- (See Bid Item 9 – Concrete Sidewalk for Materials)
- Strength of concrete in place shall be 4,000 psi at 28 days.

10.04 EXECUTION

Concrete curb and gutter shall be formed, placed, and finished in conformance with the applicable requirements of Section 73 of the Standard Specifications as modified herein.

Formwork

a. Prior to forming for concrete surface improvements, the Contractor shall pass the compaction test for the subgrade from the Geotechnical Engineer.

b. Forms for concrete surface improvements shall be subject to the approval of the City Engineer. No concrete shall be placed prior to Contractor obtaining such approval.

c. Forms for concrete surface improvements shall have a smooth and true upper edge and the side of the form to be placed next to concrete shall have a smooth finish. Forms shall

be constructed rigid enough to withstand the pressure of the fresh concrete to be placed without any distortion.

d. All forms shall have been thoroughly cleaned prior to placement and shall be coated with an approved form oil sufficient to prevent adherence of concrete prior to filling.

e. Forms shall be carefully set to the alignment and grade required by the plans. Forms shall be rigidly held in place by stakes set at intervals satisfactory to the City Engineer. Sufficient clamps, spreaders and braces shall be installed to ensure the rigidity of the forms.

f. Forms for back and face of curbs, lip of gutters and edge of walks, valley gutters or other surface slabs shall be equal to the full depth of the concrete as shown, noted, or called for on the plans or detail drawings. Composite forms made up from benders or thin planks of sufficient ply to ensure rigidity of the form in the shape required may be used on curves and curb returns.

g. Curb and Gutter, sidewalks, and driveways shall have forms removed and be backfilled within 3 days after pouring.

Concrete Placement

a. Where a portion of existing concrete surface improvements is to be reconstructed, the section to be removed shall first be separated from that to remain by means of a cut with an approved concrete saw to a minimum depth of one and one-half (1-1/2) inches at the first score line beyond the area to be replaced.

b. All repairs to concrete surface improvements shall be made by completely removing and replacing the entire portion between the score lines or joints.

c. Prior to subgrade work and concrete placement, all debris and trash will be removed from all areas related to this work. Existing subgrade surface shall be re-graded (if necessary) and re-compacted to conform to the grades shown on the plans.

d. Any concrete discolored, defaced, or otherwise damaged before official acceptance shall be cleaned, repaired, or replaced at the Contractor's expense.

e. If existing utilities are found to interfere with the permanent facilities being constructed under this Contract, immediately notify the City Engineer and secure instructions. Do not proceed with permanent relocation of utilities until written instructions are received from the City Engineer.

f. Contractor shall accurately grade and prepare the site to the lines and grades called for on the plans and detail drawings with due provision for future surface improvements.

g. Surface tolerance: Finished paving surfaces shall not vary more than 1/4 inch measured with a 10-foot metal straight edge, except at grade changes. No birdbaths or other surface

TECHNICAL PROVISIONS

irregularities will be permitted. Correct irregularities to the satisfaction of the City Engineer without additional cost to the project.

h. Concrete shall be transported in truck mixers or agitators and discharged with 70 minutes of leaving the plant.

i. All new curb and gutter, sidewalk, and driveways adjacent to existing concrete curb or sidewalk shall be dowelled to the existing concrete. The dowels shall be #4 rebar, 18 inches long at 18 inches maximum spacing. Dowels shall be embedded a minimum of 8-inches in a 5/8-inch drilled hole (existing concrete).

j. Curb and gutter, sidewalks, and driveways shall be given a median broom finish. The surface shall first be given a floated finish and final troweling shall be done with a steel trowel. The finished surface shall be free of all trowel marks and shall be uniform in texture and appearance. Broom texture shall be in the longitudinal direction.

k. New concrete work shall match existing in finish, score pattern, and color, or as shown on the plans, or as directed by the City Engineer.

Joints

a. Expansion joints incorporating premolded joint fillers for fixed form concrete surface improvements shall be constructed at sixteen (16) foot intervals or as appropriate to match existing pattern and at the ends of curb returns. Expansion joint filler strip shall be an approved one piece premolded ½" thick strip conforming to the requirements of ASTM Designation D1751 or ASTM D 994. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated. Expansion joint material shall be shaped to fit the cross section of the concrete prior to being placed.

b. Single-Component, Self-Leveling, Silicone Joint Sealant for Concrete: Joint sealant shall conform to ASTM D 5893, Type SL. Install per manufacturer's guidelines.

c. Scoring pattern and weakened plane joints (deep joints) shall be as indicated in the plans and approved by the City Engineer.

d. Any tree well forming required by the City Engineer when placing concrete sidewalk or sawcutting necessary to conform to adjacent sidewalk shall be included in this bid item.

e. Existing asphalt concrete shall be sawcut, removed and reconstructed for a minimum of 2-feet within edges of concrete work. Hot mix asphalt shall be a minimum thickness of 8-inches and class 2 aggregate base shall match existing thickness. As approved by the City Engineer, see plan 8148 "Curb and Gutter Retrofit" for additional requirements.

Testing

Slump tests shall be performed by the General Contractor in the presence of the City Engineer at the beginning of each day's pour and at such additional times as required by

the District. Slump tests shall be made in accordance with current ASTM Designation C-143 or California Test Method No. 520 at the City Engineer's discretion.

One (1) cylinder shall be sampled and tested per ASTM C39/C39M at each intersection corner or as directed by the City Engineer.

Inspection

a. The City Engineer shall inspect and approve formwork and reinforcing steel placement prior to concrete pours. The General Contractor shall provide at least 24 hours' notice that inspections are required.

10.05 MEASUREMENT AND PAYMENT

The linear foot cost paid for "Type A1-6 Vertical Curb" (Bid Item 10.1) shall include full compensation for furnishing all labor, materials, tools, formwork, equipment, testing, and incidentals, and for doing all the work involved in constructing the curb complete in place including aggregate base or subbase as required, subgrade preparation as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

The linear foot cost paid for "Type A2 Concrete Curb and Gutter" (Bid Item 10.2) shall include full compensation for furnishing all labor, materials, tools, formwork, equipment, testing, and incidentals, and for doing all the work involved in constructing the curb and gutter complete in place including aggregate base or subbase as required, subgrade preparation, and asphalt pavement conforms as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

TECHNICAL PROVISIONS

BID ITEM NO. 11 – CONCRETE CURB RAMP

11.01 GENERAL

Concrete curb ramps shall conform to Section 73 "Concrete Curbs and Sidewalks" of the State Standard Specifications, the Standard Plan Curb Ramp Details Plan A88A, as modified in the plans, and as directed by the City Engineer. All work shall be done to the satisfaction of the City Engineer and all subgrade shall meet the acceptance of the designated representative of the Geotechnical Engineer.

Asphalt concrete conform next to curb and gutter shall conform to the City of Belmont Standard Detail SI 100.

Damage to the street, sidewalk, curbs, and gutters from construction activities shall be repaired to the satisfaction of the City Engineer.

11.02 SUBMITTALS

The Contractor shall submit the concrete mix design and strength data to the City Engineer for favorable review the following.

Supplier's certificates showing conformance with this specification shall be delivered to the City Engineer with each shipment of materials delivered to the job site.

The General Contractor shall provide the truncated dome product submittal to the City Engineer for favorable review.

11.03 MATERIALS

- (See Bid Item 9 – Concrete Sidewalk for materials)

- Detectable Warning Surface shall be on State Authorized Materials List (AML). Known products on the AML include TekWay Dome Tiles (StrongGo Industries) and Armor-Tile (Engineered Plastics Inc.)

11.04 EXECUTION

(See Bid Item 9 – Concrete Sidewalk)

TECHNICAL PROVISIONS

Detectable Warning Surface
Truncated dome panels shall be installed per manufacturer specifications in new curb ramps. Truncated dome panels shall be of vitrified polymer composite construction and embedded type. Color of truncated dome panel shall be approved by the City Engineer.

11.05 MEASUREMENT AND PAYMENT

Measurement and payment for each "Case G Curb Ramp" (Bid Item 11.1) shall include full compensation for furnishing all labor, materials, tools, form work, curb, gutter, equipment, testing, field adjustments, and incidentals, and for doing all the work involved in constructing the curb ramp complete in place, including aggregate base or subbase as required, subgrade preparation as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the Engineer.

Measurement and payment for each "Case A Bike/Pedestrian Curb Ramp" (Bid Item 11.2) shall include full compensation for furnishing all labor, materials, tools, form work, curb, gutter, equipment, testing, field adjustments, and incidentals, and for doing all the work involved in constructing the curb ramp complete in place, including aggregate base or subbase as required, subgrade preparation as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

The contract price paid per each for "Detectable Warning Surface" (Bid Item 11.3) 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 truncated domes, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

TECHNICAL PROVISIONS

BID ITEM NO. 12 – ADJUST PULL BOX TO FINISHED GRADE

12.01 GENERAL

Adjusting pull boxes to new sidewalk finished grade.

12.02 SUBMITTALS

Not used.

12.03 MATERIALS

Not used.

12.04 EXECUTION

Lowering utility frames and covers of the various types is required when the pull box equipment is located in an area of remove and replace concrete .

All utilities of the various types will require adjustment to finish grade after placement of the final surface course.

12.05 MEASUREMENT AND PAYMENT

Measurement and payment for each "Adjust Pull Box to Finished Grade" (Bid Item 12) shall include full compensation for furnishing all labor, materials, tools, equipment, testing, field adjustments, and incidentals, and for doing all the work involved in raising or lowering the pull box, including aggregate base or subbase as required, as specified in the Standard Specifications, these Specifications, and as directed by the Engineer.

TECHNICAL PROVISIONS

BID ITEM NO. 13 – PAVEMENT STRIPING AND PAVEMENT MARKINGS

13.01 GENERAL

Specifications for providing traffic striping, control markings and traffic channelizer posts on pavement as indicated. All work shall conform to the Section 84 "Markings" of the Standard Specifications.

13.02 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.

13.03 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 and conform to either State Specifications PTH-02HYDRO OR PTH-02ALKYD. Sprayable thermoplastic must comply with State Specification PTH-02SPRAWY.

Green Thermoplastic Markings shall be preformed panels manufactured by Ennis-Flint (PreMark Bike Lane Green) or approved equal.

Type 2 glass beads must comply with AASHTO M247.

13.04 EXECUTION

1. 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.

2. 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.

3. 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.

4. All new traffic stripes and pavement markings shall meet the following requirements for applications with enhanced wet night visibility:

5. 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.

6. Nothing in these Specifications shall relieve the Contractor from their responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Construction

1. 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.

2. Apply primer or surface preparation adhesive at a minimum rate of 1 gallon per 300 square feet.

3. Use a ribbon extrusion or screed type applicator to apply a thermoplastic traffic stripe.

4. 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.

5. Apply an extruded thermoplastic pavement marking at between 0.100 to 0.150-inch thick.

6. 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.

Quality Control and Assurance

Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet night visibility, the retroreflectivity must be a minimum of 250 millicandelas per square meter per lux for white stripes and markings and 125 millicandelas per square meter per lux for yellow stripes and markings. Test the retroreflectivity under ASTM E 1710. Have a reflectometer as described in ASTM E 1710 at the job site for making these measurements.

TECHNICAL PROVISIONS

13.05 MEASUREMENT AND PAYMENT

The contract price paid per linear foot for "Thermoplastic Striping (Detail 39A)" (Bid Item 13.1) 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 limit lines, basic crosswalks, and other 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 square foot for "Thermoplastic Pavement Marking (Crosswalk, Limit Line, Type IV Arrows, and STOP Stencil)" (Bid Item 13.2) 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 ladder crosswalks 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 square foot for "Green Thermoplastic" (Bid Item 13.3) 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 crossing boxes as shown in the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

TECHNICAL PROVISIONS

BID ITEM NO. 14 –SIGNS AND POSTS

14.01 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.

14.02 SUBMITTAL

Contractor shall provide submittal for each Respective manufacturer's product data for manufactured products.

14.03 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:

1. Western Highway Products

   10680 Fern Ave.
   Stanton, CA 90680
   (800)479-3793
   Model: Ulti-Mate Sign Support System

2. 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

3. Tapco

   5100 W. Brown Deer Road
   Brown Deer, WI 53223
   (800)236-0112 www.tapco.com
   Model: Galvanized Square Post

TECHNICAL PROVISIONS

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.

14.04 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.

14.05 MEASUREMENT AND PAYMENT

The contract unit price paid to "New Sign" (Bid Item 14.1) shall be paid per each and shall include full compensation for furnishing the sign, all labor, materials, tools, equipment, incidentals, for installation of new signs as shown in the plans.

The contract unit price paid to "New Sign Post and Foundation" (Bid Item 14.2) shall be paid per each and shall include full compensation for furnishing the 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.

TECHNICAL PROVISIONS

BID ITEM NO. 15 - PEDESTRIAN HYBRID BEACON

15.01 GENERAL

This section includes specifications for constructing at State Route 82 / El Camino Real at Hill Street a pedestrian hybrid beacon system inclusive of:

1. Traffic signal controller cabinet, controller, battery backup system, and auxiliary equipment.
2. Service connection and service cabinet.
3. Pedestrian hybrid beacons on mast arm poles inclusive of 3-section hybrid beacon heads, luminaire heads, pedestrian signals, emergency vehicle preemption sensors, and traffic control signs.
4. Pedestrian hybrid beacons on Type 1 poles with 2-section hybrid beacon heads.
5. Accessible pedestrian signals (APS) on Type 2 poles and traffic control signs.
6. Inductive loops
7. Photoelectric unit
8. ITS switch
9. Wireless router
10. Signal interconnect conduit and cable

The work in this section shall conform to the Standard Plans, Standard Provisions Sections 56 Overhead Sign Structures, Standards and Poles, 86 Electrical Work, and 87 Electrical Systems.

The work in this section includes coordination with Caltrans (see Bid Item 5) to acquire Department-furnished materials, system inspection, and testing.

The City is responsible for coordinating with PG&E to establish the service connection point for the beacon system.

15.02 SUBMITTALS

Submit a schedule of values within 15 days after Contract approval.

Submit manufacturers' specifications of the materials you propose to install according to Standard Specifications Section 86-1.01C, inclusive of pull boxes, luminaires, service equipment enclosures, signal heads, signal poles, mounting hardware, luminaire heads, emergency vehicle preemption systems, pull boxes, APSs, conduit, and conductors.

TECHNICAL PROVISIONS

Submit compressive strength results of the concrete mix design you propose to install for minor concrete foundations and CIDH pole foundations.

15.03 DEPARTMENT FURNISHED MATERIALS

Controller Cabinets, Controller, and Battery Backup System Assembly
The Department furnishes the controller unit, controller cabinet, and all auxiliary equipment required to operate the system. The auxiliary equipment shall include:

- Actelis ITS ML684D-M EOC Switch (Ethernet over copper)
- Sierra Wireless MP70 wireless router

The Department does not furnish anchor bolts.

The Department furnishes the Battery Backup System (BBS) electronics assembly inclusive of the inverter/charger unit, manual bypass, and battery harness.

The Contractor is responsible for coordinating with Caltrans Signal Operation division to order the 332LS cabinet, 2070E Controller, and the BBS electronics assembly, and pickup and delivery of the materials.

The contractor is responsible for reimbursing the Department for the material costs as part of this work.

15.03 MATERIALS

Controller Cabinet Foundation and Anchor Bolts (WORK BY OTHERS)
Construct the cabinet foundations with minor concrete in conformance with Standard Specifications Section 56-3.01C(2) Foundations and Section 90-2 Minor Concrete. Minor concrete must contain at least 505 pounds of cementitious material per cubic yard. Maximum aggregate size must not be larger than 1.50 inches or smaller than ¾-inch.

Foundation anchor bolts must comply with Section 75-1.02 of the Standard Specifications. Bolt threads must accept galvanized standard nuts without requiring tools or causing removal of protective coatings.

Service Cabinet and Foundation (WORK BY OTHERS)
Service Cabinet shall be Type III-A with modifications as noted in the plans and shall conform to Standard Specifications Section 86-1.02P(2). The enclosure must be made of 0.125-inch minimum thickness 5052-H32 aluminum sheet complying with ASTM B209.

Construct the cabinet foundations with minor concrete in conformance with State Standard Specifications Section 56-3.01C(2) Foundations and Section 90-2 Minor Concrete. Minor

concrete must contain at least 505 pounds of cementitious material per cubic yard. Maximum aggregate size must not be larger than 1.50 inches or smaller than ¾-inch.

Foundation anchor bolts must comply with Section 75-1.02 of the State Standard Specifications. Bolt threads must accept galvanized standard nuts without requiring tools or causing removal of protective coatings.

Battery Backup System

A battery backup system includes the cabinet, batteries, and the Department-furnished electronics assembly. The electronics assembly includes the inverter/charger unit, manual bypass, and the battery harness.

Battery Backup Systems shall be on the State Authorized Material List for DFM to CFM Pilot Projects. The BBS by Myers Emergency Power Systems is one known product on the AML.

Traffic Signal Poles and Foundation

Traffic signal poles shall conform to Standard Specifications Section 55 Steel Structures and 56-3 Standards, Poles, Pedestals, and Posts.

Construct the pole foundations with Cast-in-Place Concrete Piling in conformance with Standard Specifications Section 49-3.

Concrete must contain not less than 590 pounds of cementitious material per cubic yard.

Pull Boxes

Pull boxes shall conform to the provisions in Section 86-1.02C "Pull Boxes", Section 87- 1.03C "Installation of Pull Boxes", Revised Standard Plans ES-8A and these Special Provisions for non-traffic pull boxes.

Pull boxes and covers in the sidewalk or behind the curb shall be the nontraffic, non-tamper resistant type compliant with ANSI/SCTE 77 for Tier 22 load rating. Pull boxes listed in the plans include No. 5 and No. 6 as noted in the plans. Pull box sizes shall match nominal sizes listed on Standard Plans ES-8A.

The cover markings for each pull box shall read "CALTRANS SIGNAL AND LIGHTING" for the PHB system and "CALTRANS INTERCONNECT" for the signal interconnect system.

Conduit

All conduit installed shall be Type 3 PVC consistent with Standard Specifications Section 86-1.02B of the size indicated in the plans.

Conductors and Wiring

Conductors and wiring shall conform with Section 86-1.02F of the Standard Specifications.

TECHNICAL PROVISIONS

Signal conductors shall be copper. Conductor identification for the various signal phases shall match Section 86-1.0f(2)(a) of the Standard Specifications.

Pull tape shall conform with Section 86-1.02D of the Standard Specifications.

Pull tape must be a flat, woven, lubricated, soft-fiber, polyester tape with a minimum tensile strength of 1,800 lb. The tape must have sequential measurement markings every 3 feet.

Splicing materials shall conform with Section 86-1.02H of the Standard Specifications.

Connectors and terminals shall conform with Section 86-1.02I of the Standard Specifications.

Hybrid Beacon Signal Heads, Backplates. and Signal Framework

Hybrid beacon signals consist of a signal mounting assembly, backplate and signal face. Hybrid beacon signals shall conform with Section 86-1.02R of the State Specifications.

Hybrid beacon signal heads shall be manufactured by Swarco McCain or approved equal, 12-inch ball, 2 or 3 section as indicated by the plans, with backplates.

Signal section housings shall be aluminum. Signal backplates shall be aluminum.

All vehicle signal heads shall be 12" (300mm) without Programmed Visibility.

Backplate tape shall be 3M Prismatic, Series 3930 or 3990, Yellow, 2-inch width or approved equal. New backplates may come preinstalled reflective border or the contractor may apply reflective tape to new and existing backplates.

Pedestrian Signal Heads

Pedestrian signal heads shall be on the State Authorized Material List for LED Traffic Signal Modules or LED Pedestrian Modules.

Mounting Hardware

All signal mounting assemblies shall conform to Standard Specifications.

Signal framework shall be made of steel and powder coated black. Signal framework shall include terminal compartments. Orientation of the framework shall be as indicated in the plans and confirmed by the Contractor prior to ordering from the manufacturer.

Luminaire Heads

Luminaire heads shall be on the State Authorized Material List for LED Luminaires - R11, R12, and Intersections: Intersection: Large B, minimum wattage 105W. .

TECHNICAL PROVISIONS

Emergency Vehicle Preemption System
The Emergency Vehicle Preemption (EVP) system shall be the Opticom multimode system with dual infrared (IR) and GPS radio capabilities.

Accessible Pedestrian Signal
Accessible Pedestrian Signals shall be on the State Authorized Material List for Accessible Pedestrian Signals and have touchless actuation technology. Two known products on the AML are the Guardian Wave by PedSafety and the IntelliCrossTM Touch Free APS by Pelco.

Signal Interconnect Cables
Signal interconnect cables must conform to the Standard Specifications Section 86-1.02F(3)(d)(v).

A signal interconnect cable must be a 6-pair type with stranded, tinned, copper no. 20 conductors. The insulation for each conductor must be color-coded polypropylene with a minimum 13-mils nominal thickness. The conductors must be in color-coded, twisted pairs. Each pair must be wrapped with an aluminum polyester shield and have a no. 22 or larger, stranded, tinned, copper drain wire inside the shielded pair.

The cable jacket must be black HDPE rated for a minimum of 300 V(ac) and 60 degrees C. The jacket must have a minimum nominal wall thickness of 40 mils.

Photoelectric Unit
Photoelectric unit shall be control type 2 per Caltrans Standard Specifications Section 86-1.02M: Pole mounted photoelectric unit, contractor, a 15-A circuit breaker per un grounded conductor, and test switch located in a service equipment enclosure.

15.04 SCHEDULE OF VALUES

The Contractor shall furnish to the City Engineer a Schedule of Values for the Traffic Signal and Lighting System contract lump sum item of work described in this Section. Quantities required to complete the work shown on the plans are provided to the Contractor. The Contractor shall verify and is responsible for the accuracy of the quantities and values used in the schedule of values submitted for approval. The Schedule of Values shall be submitted within 15 working days following issuance of the Notice to Proceed (NTP), and at least 15 working days prior to the proposed start of on-site work, for review and approval by the City Engineer.

No adjustment in compensation will be made in the contract lump sum prices paid for the various Traffic Signal and Lighting System work due to any differences between the quantities shown in the schedule of values furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

TECHNICAL PROVISIONS

The sum of the amounts for the units of work listed in the schedule of values for the electrical, shall be equal to the contract lump sum price bid for the work. Overhead, profit, bond premium, temporary construction facilities, plant and other items shall be included in each individual unit listed in the schedule of values; however, costs for traffic control system shall not be included.
The schedule of values shall be approved, in writing, by the City Engineer before any partial payment for the items of electrical work will be made. At the City Engineer's discretion, the approved schedule of values may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the item or items of electrical work due to changes ordered by the City Engineer. When an ordered change increases or decreases the quantities of an approved schedule of values, the adjustment in compensation may be determined at the City Engineer's discretion in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 4 1.03B, "Increased or Decreased Quantities,"
of the State Specifications.

TECHNICAL PROVISIONS

The schedule of values shall, as a minimum, include the items listed in the table below:

#	Description	Quantity	Unit	**Unit Price**
1	2070E Controller	1	EA	
2	LX Battery backup	1	EA	
3	Type 17-3-100 Mast Arm Pole on Foundation by Others	1	EA	
4	Type 26-4-100 Mast Arm with Foundation	1	EA	
5	Type 1-B Pole (10') on Foundation by Others	1	EA	
6	Type 2 Post with Foundation	1	EA	
7	Type 2 Post on Foundation by Others	2	EA	
8	3-Section 12" PHB Heads w/ Reflective Tape	4	EA	
9	2-Section 12" PHB Heads with Reflective Tape	1	EA	
10	Pedestrian Signal Heads (Non-countdown Type)	2	EA	
11	MAS Mounting Hardware	4	EA	
12	TV-1-T Mounting Hardware	1	EA	
13	SP-1-T Mounting Hardware	2	EA	
14	Luminaire Heads (Intersection Large B)	2	EA	
15	Emergency Vehicle Preemption System, Multimode (2 IR Detectors + GPS Radio)	1	EA	
16	Inductive Loops	4	EA	
17	Detector Handhole	2	EA	
18	Photoelectric Unit	1	EA	
19	ITS Switch	1	EA	
20	Wireless Router	1	EA	
21	Accessible Pedestrian Signal	3	EA	
22	No. 6 Pull Box "Caltrans Flashing Beacon"	4	EA	
23	No. 6 Pull Box "Caltrans Interconnect"	4	EA	
24	Conduit and Conductors	1	LS	
25	SIC Conduit and Conductors	1	LS	
		Total		

TECHNICAL PROVISIONS

15.05 CONSTRUCTION

General
Contractor shall provide five (5) working days advance notice to the City Engineer prior to beginning work on the traffic signal controller. City Engineer will coordinate signal work with the City of Belmont traffic engineering department to maintain the existing signals at adjacent intersections.

The Contractor shall call USA at (800) 642-2444 to mark the locations of all underground utilities at least 48 hours before the intended start of excavation. Any damage to any utility due to the Contractor's operations shall be repaired or replaced by the Contractor to the satisfaction of the City Engineer.

Affected utility companies include but may not be limited to:

a. Pacific Gas & Electric Company
b. AT&T
c. Comcast
d. Mid-Pen Water District

The Contractor is responsible for coordinating with the various utility agencies for lateral adjustment and/or relocation.

Construction methods shall conform with Section 87-1.03A of the State Specifications, as amended below:

The City Engineer and Caltrans Electrical Engineer determines the final locations of electrical systems.

Verify the locations of electrical systems and the depths of existing detectors, conduits, and pull boxes. Verify the location of proposed signal pole foundations by potholing.

Notify the City Engineer before performing work on the existing system.

Where an existing underground facility is shown within 10 feet of any excavation, locate and field mark the facility before performing work that could damage or interfere with the existing facility. If an existing facility is within 2 feet of an excavation, determine the exact location of the facility by excavating with hand tools before using any power-operated or power-driven excavating or boring equipment. A vacuum excavator may be used if authorized.

TECHNICAL PROVISIONS

Notify the City Engineer immediately if an existing facility is damaged by your activities.

Limit the shutdown of traffic signal systems to normal working hours. Notify the City Engineer and the City of Belmont Police Department before shutting down traffic lanes.

If you work on an existing lighting system and the roadway is to remain open to traffic, ensure the system is in operation by nightfall.

Do not use electrical power from existing highway facilities unless authorized.

Maintain a minimum 48-inch clearance for a pedestrian pathway when placing equipment.
Except for service installation or work on service equipment enclosures, do not work above ground until all materials are on hand to complete the electrical work at each location.
Bond all metal components to form a continuous grounded system as specified in National Electrical Code (NEC).

Ground metallic equipment mounted less than 8 feet above the ground surface on a wood pole.
If you damage any portion of a concrete curb, sidewalk, curb ramp, driveway, or gutter depression, replace the entire section between contraction or expansion joints under section 73.

Perform an operational test of the systems.

Before starting the operational test for systems that impact traffic, the system must be ready for operation, and all signs, pavement delineation, and pavement markings must be in place at that location.

Controller Cabinets (FOUNDATION BY OTHERS)
The Contractor shall install the controller cabinet on a controller cabinet foundation constructed by others, and shall make all field wiring connections to the terminal blocks in the controller cabinet. Installation of the controller cabinet and battery backup system cabinet shall conform to Standard Plan ES-3C.

Full documentation of the operating software shall be included in the Maintenance and Operations Manual to be furnished as specified elsewhere in these Special Provisions.

The Contractor shall connect field conductors to terminals in the cabinet to provide the phasing shown on the plans.

Timing of controller functions will be the responsibility of the City of Belmont.

The Contractor shall notify the City Engineer in writing at least five (5) work days in advance of the date on which they desire turn-on of the controller assembly.

TECHNICAL PROVISIONS

A representative of the controller manufacturer and Caltrans signal maintenance personnel shall be present for signal turn on. Turn on shall not be on Friday.

Battery Backup System.
Notify the City Engineer 48 hours before testing the battery backup system.

Test the battery backup system in the presence of the City Engineer by turning off the service power to the electrical system to be powered by the battery backup system. The electrical system must remain in full continuous operation for 30 minutes. If the test fails, correct the problem, and retest the system. After successful completion of the test, turn on the service power for the electrical system.

Traffic Signal Poles and Foundation
Construct the pole foundations in conformance with Standard Specifications Section 49-3 "Cast-in-Place Concrete Piling", Section 56-3 "Standards, Poles, Pedestals, and Posts", and Section 87-1.03E(3).

Poles on the west side of El Camino Real will have their foundations constructed by others.

Dispose of material resulting from drilling holes. Material resulting from drilling holes shall be disposed of in conformance with the provisions in Section 87-1.03E, "Excavating and Backfilling," of the State Specifications.

For standards and poles located in sidewalk areas, the pile foundation must be placed to final sidewalk grade before the sidewalk is placed. The top 4 inches must be square shaped.

If shown, use sleeve nuts on Type 1 standards. The bottom of the base plate must be flush with the finished grade.

Except for Type 1 standards and wood poles, attach rectangular corrosion-resistant metal identification tags on all standards and poles using stainless steel rivets.

Include the following information on the tag:

1. Name of the manufacturer
2. Date of manufacture
3. Identification number
4. Contract number
5. Unique identification code:
    - 5.1. Assigned by the manufacturer
    - 5.2. Traceable to a particular Contract and the welds on that component

Verify the location of proposed signal pole foundations by potholing.

TECHNICAL PROVISIONS

Pull Boxes

Pull boxes on the west side of El Camino Real will be constructed by others.

Pull box installation shall conform with Section 87-1.03C(1) of the State Specifications. Replace paragraph 3 of Section 87-1.03C(1) with:

Install a pull box on a bed of crushed rock.

Pull boxes shall not be located within sidewalk access ramp areas.

Whenever a part of a square or slab of existing sidewalk, curb and gutter, or driveway is broken or damaged, the entire square, section or slab shall be removed, and the concrete reconstructed. Payment for backfilling, compaction and sidewalk repair shall be included in the unit cost breakdown for installing each pull box.

Conduit

Conduit beginning and terminating in pull boxes on the west side of El Camino Real will be constructed by others.

Conduit installation shall conform with Section 87-1.03B of the State Specifications. Excavating and backfilling for electrical systems shall conform with Section 87-1.3E of the State Specifications.

Install conduit to 18 inches minimum under sidewalk and curbed paved median areas and 30 inches minimum everywhere elsewhere below grade.

Conduit may be installed by trenching, trench-in-pavement (rockwheel) method, and horizontal directional drilling method.

Conduit shall extend 1.5 inches above the bottom of pull boxes.

After conductors have been installed, the ends of conduits terminating in pull boxes and service and controller cabinets shall be sealed with an approved type of sealing compound.

Conductors and Wiring

Installation for conductors and wiring shall conform to Section 87-1.03F of the State Specifications.

Splices shall be insulated by "Method B" or by heat shrink tubing conforming to the requirements of Section 87-1.03H(2) “Splice Insulation," of the State Specifications.

Pull tape shall be installed in new conduits between pull boxes.

TECHNICAL PROVISIONS

Hybrid Beacon Heads, Backplates. and Signal Framework
Hybrid beacon head, face and backplate installation shall conform to Section 87-1.03R of the State Specifications. All signal heads, hybrid beacon and pedestrian, shall be sealed with a flat metal washer and neoprene gasket installed on the lock nipple inside the top signal section and/or pedestrian housing opening in contact with the serrated elbow fitting of the mounting assembly.

Orient louvers, visors, and signal faces such that they are clearly visible to approaching traffic from the direction being controlled.

Keep the heads covered or direct them away from traffic until the system is ready for operation.

Contractor shall install new backplates with preinstalled reflective border.

Pedestrian Signal Heads
Pedestrian signal head installation shall conform to Section 87-1.03S of the State Specifications. Pedestrian signals shall be mounted 7 feet to the lower bolts.

Emergency Vehicle Preemption System
Arrange to test the EVP system with the City and Caltrans representative.

Accessible Pedestrian Signal
Attach the accessible pedestrian signal to the standard with self-tapping screws. Drill a 1-inch diameter hole on the standard for the signal interface cable.

Install the 9 by 12 inches R10-25 sign using the adapter plate provided by the APS manufacturer. Point the arrow on the accessible pedestrian signal in the crossing direction.

Cut Type 2 post 2 inches above the R10 series sign and seal with a rain-tight cap.

Furnish the equipment and hardware to set up and calibrate the accessible pedestrian signal.

Arrange to have the manufacturer's representative program the accessible pedestrian signal with an audible message or tone prior to installation.

Signs
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 82-3, "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 State standard.

R10-25 accessible pedestrian signal (APS) instructions shall be installed per APS as indicated on the plans. APS instruction signs shall be furnished at a minimum size of 9 inches x 12 inches, to be mounted adjacent to or integral with each pedestrian pushbutton.

TECHNICAL PROVISIONS

Clean up

The Contractor shall perform daily cleanup operations to keep the job site 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 their responsibility for final cleanup of the site as provided in Section 4-1.13, "Cleanup", of the Standard Specifications.

Damages

Promptly repair damages caused to adjacent facilities by demolition work at no cost to the City.

The Contractor is responsible for having all underground utilities and covers identified by calling Underground Service Alert (USA) at 1-800-227-2600 prior to commencement of excavation. It shall be the Contractor's responsibility to ascertain the location of all utilities, including maintenance holes and monuments.

Where any marked or unmarked utility lines or other underground obstruction or piping may be encountered within the work area, notify the City's Representative or the agencies or service utility companies having jurisdiction thereof, and take necessary measures to prevent interruption of service (if live). Should such lines or service be damaged, broken, or interrupted, those services shall be repaired immediately and restored by Contractor at their own expense.

15.06 MEASUREMENT AND PAYMENT

The lump sum cost paid for “Pedestrian Hybrid Beacon” (Bid Item 15) includes full compensation for all labor, materials, tools, equipment, and incidentals required to remove and replace accessible pedestrian signals, traffic signal poles, and pull boxes; construct new traffic signal pole foundations and conduits; and connect conductors to the existing traffic signal controllers; as shown on the Plans, as specified in these Technical Specifications, and as directed by the City Engineer. Full compensation for all additional materials and labor, not shown on the plans or specified, which are necessary to complete the installation of the various items, shall be considered as included in the prices paid for the items, or units thereof, and no additional compensation will be allowed therefor.

TECHNICAL PROVISIONS

BID ITEM NO. 16 – IRRIGATION SYSTEMS

16.01 GENERAL

Work included: Order and furnish all labor, materials, supplies, tools and transportation and perform all operations in connection with and reasonably incidental to complete installation of the automatic sprinkler irrigation systems as shown on the drawings. Items hereinafter are included as an aid to take off, and are not necessarily a complete list of work items.

a. Trenching, stockpiling, excavation, backfill materials and refilling trenches.

b. Furnishing materials and installation for complete system including piping, backflow prevention assembly, valves, fittings, sprinkler heads, automatic controls and final adjustment of heads to insure complete and uniform coverage.

c. Line voltage connections to the irrigation controllers and low voltage control wiring from controllers to remote control valves.

d. Replacement of unsatisfactory materials.

e. Clean-up, inspection and approval.

f. All work of every description mentioned in the specification and/or addenda thereto, and all other labor, and materials reasonably incidental to the satisfactory completion of the work, including clean-up of the site, as directed by the Owner's Representative.

g. Tests.

h. Record drawings.

Contractor shall install two – 2" diameter irrigation pipes as shown on the plans and as directed by the Engineer. The irrigation pipe shall be installed inside a 6" PVC sleeve and shall be terminated with a gate valve on each end. Each end should terminate in an irrigation valve box.

OSHA Compliance: All articles and services covered by this specification shall meet or exceed the safety standards established under the Federal Occupational Safety and Health Act of 1970, together with all amendments in effect as of the date of this specification.

Codes and Standards: Comply with all applicable codes and standards.

a. All work and materials shall be in full accordance with the latest rules and regulations of the National Electric Code; the Uniform Plumbing Code, published by the Western Plumbing Officials Association; and other State or local laws or regulations. Nothing in these Drawings or Specifications is to be construed to permit work not conforming to these codes.

b. When the Specifications call for materials or construction of a better quality or larger size than required by above-mentioned rules and regulations, the provision of the Specifications shall take precedence over the requirements of the said rules and regulations.

TECHNICAL PROVISIONS

c. The Contractor shall furnish without any extra charge any additional material and labor when required by the compliance with these rules and regulations, though the work may not be mentioned in these particular Specifications or shown on the Drawings.

d. The Contractor shall erect and maintain barricades, guards, warning signs, and lights as necessary or required by OSHA regulations for the protection of the public or workers.

e. Any existing buildings, equipment, piping, pipe covering sewers, sidewalks, landscaping, etc., damaged by the Contractor during the course of this work shall be replaced or repaired by the Contractor in a manner satisfactory to Owner's Representative and at Contractor's expense, and before final payment is made. The Contractor shall be responsible for damage caused by leaks in the piping systems being installed or having been installed by him. He shall repair, at his own expense, all damage so caused, in a manner satisfactory to Owner's Representative.

f. The Contractor shall pay for all permits, licenses, and fees required.

QUALITY ASSURANCE

Qualifications of Installers: Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the material manufacturer's recommended methods of installation and who shall direct all work performed under this section.

Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with the latest rules of the National Electrical Code and the Electrical Safety Orders of the State of California, Division of Industrial Safety for all electrical work and materials.

Standard of Installation: Material and workmanship shall be in accordance with local codes and ordinances of legally constituted authorities, except that where provisions of these specifications exceed such requirements, these Specifications shall govern.

Permits and Licenses: The Contractor shall secure the required licenses and permits including payments of charges and fees, give required notices to public authorities, verify permits secured or arrangements made by others affecting the work of this section.

Final Acceptance: Within 10 days of the Contractor's notification that the installation is complete, the City and required agencies will inspect the installation and, if acceptance is not given, will prepare a "punch list" which, upon completion by the Contractor, another inspection will be made. Final acceptance will not be made until all punch list items have been completed.

LAYOUT OF WORK

The Contractor shall stake out the irrigation system as shown on the Drawings. These areas shall be checked by the Contractor and Owner's Representative before construction is started. Any changes, deletions or additions shall be determined at this check.

TECHNICAL PROVISIONS

Make all necessary measurements in the field to ensure precise fit of items in accordance with the plans.

INSTRUCTION

After the system has been installed and approved, Contractor shall instruct the Owner's representative in complete operation and maintenance of the irrigation system.

16.02 SUBMITTALS

Material List: Within fifteen (15) days after award of contract, submit to Owner's representative three (3) copies of a complete list of all materials to be used on the project, specifying manufacturer, catalog number, size, etc. Catalog data and full descriptive literature must be submitted whenever the substitution of items different than those specified is proposed. This shall in no way be construed as allowing substitution of any specified item.

Substitutions: Submit four (4) copies of catalogue information on material which are to be submitted for substitution. No substitution will be permitted without prior written approval by the Owner's Representative. Complete material list shall be submitted prior to performing any work.

Record Drawings:

1. During the course of installation, carefully show in red line on a print of the irrigation system Drawings, all changes made to the irrigation system during installation.

2. Upon completion of the irrigation system installation, transfer the as-built data accurately to reproducibles as specified in the General Conditions and submit 4 copies to the City.

3. Dimension from easily identifiable permanent features points of connection, wire routing, sprinkler main routing, valve locations and other related equipment as directed by the City.

16.03 MATERIALS

PRODUCTS

Pipe and Fittings
Main lines (constant pressure) 2 1/2" and smaller shall be PVC 1120-Schedule 40 plastic pipe.

1. Solvent Weld Main Lines: At changes in direction or branch mains, use appropriate Schedule 80 PVC solvent weld fittings as approved by the Uniform Plumbing Code.

Lateral lines (non-pressure): 3/4" and larger shall be 1120-Schedule 40 PVC plastic pipe. All lateral lines shall be connected with Schedule 80, Type 1, Grade 1, PVC solvent weld fittings.

TECHNICAL PROVISIONS

Connections between main lines and RCVs shall be of Schedule 80 PVC (threaded both ends) nipples and fittings.

Risers shall be as follows: Schedule 80 PVC threaded nipples and Schedule 40 PVC ells as shown in the construction details. Offset risers shall be Cobra connectors CC-600 flex-risers or equal.

Quick Coupling Valves
Quick coupling valve shall be as listed on the Drawings.

Irrigation Controller System
The Irrigation Controller system shall be as listed on the Drawings
Weather Monitoring
The weather sensor shall be as listed on the Drawings.

Remote Control Valves
Remote control valves shall be as listed on the Drawings.

Gate Valves
Gate Valves / Ball Valves shall be as listed on the Drawings

Control Wire
Control Wire shall be as listed on the Drawings.

Boxes for Remote Control Valves
Carson Model 1419 plastic valve box with plastic lid or equal. Lid shall be marked: "Irrigation Control Valve" and shall be locking units.

Bubblers
Bubblers shall be as listed on the Drawings.

MISCELLANEOUS INSTALLATION MATERIALS
Solvent cement and primer for solvent weld joints shall be of make and type approved by manufacturer(s) of pipe and fittings. Cement shall be maintained at proper consistency throughout use.

Lubricant for assembling rubber ring seal joints shall be of make and type approved by manufacturer of pipe.

Pipe joint compound shall be non-hardening, non-toxic materials designed specifically for use on threaded connections in water carrying pipe. Performance shall be same as Rector seal #5.

MISCELLANEOUS EQUIPMENT
Provide all equipment called for by the Drawings.

TECHNICAL PROVISIONS

Provide to the Owner, at completion of Maintenance Period, three (3) each of all operating and servicing keys and wrenches required for complete maintenance and operation of all heads and valves. Include all wrenches necessary for complete disassembly of all heads and valves.

16.04 EXECUTION

SURFACE CONDITIONS
Inspection:

a. Prior to all work in this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

b. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards and the manufacturer's recommendations.

Discrepancies:

a. In the event of discrepancy, immediately notify the City or its authorized representative.

b. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

Preservation and Cleaning: The Contractor shall clean up the work as it progresses. At frequent intervals, and at all times when directed by the City, the Contractor shall remove and dispose of accumulations of rubbish and debris of all kinds. At the time of completion, the entire site shall be cleared of tools, equipment, rubbish, etc., all of which shall be removed from the site; and the entire project, including surrounding premises, shall be left in proper, clean condition ready for acceptance.

INSTALLATION

General: Layout of the piping system shall be per the Drawings and to the depth specified above.

Under Existing Pavement:

a. Piping under existing pavement may be installed by jacking, boring or hydraulic driving, except that no hydraulic driving will be permitted under asphaltic concrete pavement.

b. Where cutting of existing pavement is necessary, secure permission from the City (or other Public Agency if within their R.O.W.) before cutting. After placement of pipes, backfill trench with controlled low strength material backfill. Replace entire section of base rock and paving to match existing condition.

TECHNICAL PROVISIONS

Inspection of Pipe and Fittings: Carefully inspect all pipe fittings before installation, removing all dirt, scale and burrs; ream as required. Install all pipe with all markings up for visual inspection and verification.

PVC Pipe:

a. PVC pipe shall be installed in a manner which will provide for expansion and contraction as recommended by the pipe manufacturer. Pipe routing is diagrammatic and shall be installed in such a manner as to conform with the plans and these specifications.

b. In joining, use only the specified solvent and make all joints in strict accordance with the manufacturer's recommended methods; give solvent welds at least 16 minutes set-up time before moving or handling and 24 hours curing time before filling with water.

c. For plastic-to-steel connections, work the steel connections first; use a non-hardening non-lead base pipe dope on all threaded plastic-to-steel connections and use only light wrench pressure. All plastic-to-steel connections shall be made with plastic male adapters. Provide each assembly with its own outlet from the irrigation main (no multiple assemblies).

DELIVERY, HANDLING AND STORAGE

Protection: Use all means necessary to protect irrigation system materials before, during and after installation and the installed work and materials of all other trades.

Replacement: In the event of damage, immediately make all repairs and replacements necessary to the satisfaction of the City and at no additional cost to the City.

a. Exercise care in handling, loading, unloading and storing plastic pipe and fittings under cover until ready to install. Transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid undue bending and concentrated external load. Protect pipe from sunlight.

b. Repair all dented and damaged pipe by cutting out the dented or damaged section and rejoining with a coupling.

SITE CONDITIONS

Contractor shall familiarize himself with existing site conditions as they may affect his work.

Water will be provided at site at no cost to the Contractor. Make and remove temporary lines and connections as necessary for proper execution of the work.

Any equipment, piping, sidewalks, landscaping, etc., damaged by the Contractor during the course of this work shall be replaced or repaired by the Contractor in a manner satisfactory to Owner’s

representative and at Contractor's expense, and before final payment is made. The Contractor shall be responsible for damage caused by leaks in the piping systems being installed or having been installed by him. He shall repair, at his own expense, all damage so caused, in a manner satisfactory to Architect.

EXTRA STOCK Provide to the Owner, at completion of the Maintenance Period, three each of all operating and servicing keys and wrenches required for complete maintenance and operation of all heads and valves. Include all wrenches necessary for complete disassembly of all heads and valves and operating and maintenance manuals on all major equipment.

LAYOUT
Lay out work as accurately as possible in accordance with diagrammatic drawings. Where site conditions do not permit location of piping, valves and heads where shown, notify Owner's Representative immediately and determine relocation in joint conference. Run pipelines and automatic control wiring in common trenches wherever practical.

ASSEMBLING PIPELINES
All pipes shall be assembled free from dirt and pipe scale. Field cut ends shall be reamed only to full pipe diameter with rough edges and burrs removed.

Solvent Weld Joint:

a. Prepare joint by first making sure the pipe end is square, then deburring the pipe end and cleaning pipe and fitting of dirt, dust and moisture.

b. Dry-insert pipe into fitting to check for mis-sizing. Pipe should enter fitting 1/3 to 2/3 depth of socket.

c. Coat the inside socket surface of the fitting and the fitting and the male end of the pipe with P-70 primer (manufactured by Weld-On). Then without delay, apply Weld-On 711 cement liberally to the male end of the pipe and also apply Weld-On 711 cement lightly to the inside of the socket. At this time, apply a second coat of cement to the pipe end.

d. Insert pipe immediately into fitting and turn 1/4 turn to distribute cement and remove air bubbles. The pipe must seat to the bottom of the socket and fitting. Check alignment of the fitting. Pipe and fitting shall be aligned properly without strain to either.

e. Hold joint still for approximately thirty (30) seconds and then wipe the excess cement from the pipe and fitting.

f. Cure joint a minimum of thirty (30) minutes before handling and at least six (6) hours before allowing water in the pipe.

Threaded Joint:

TECHNICAL PROVISIONS

a. Field threading of plastic pipe or fittings is not permitted. Factory-formed threads only will be permitted.

b. Factory-made nipples shall be used wherever possible. Field-cut threads in metallic pipe will be permitted only where absolutely necessary. When field threading, cut threads accurately on axis with sharp dies.

c. All threaded joints shall be made up with pipe joint compound. Apply compound to male threads only.

d. Where assembling metallic pipe to metallic fitting or valve, no more than three (3) full threads shall show when joint is made up.

e. Where assembling to threaded plastic fitting, take up joint no more than one full turn beyond hand tight.

f. Where assembling soft metal (brass or copper) or plastic pipe, use strap type friction wrench only; do not use metal-jawed wrench.

Cap or plug openings as pipeline is assembled to prevent entrance of dirt or obstructions. Remove caps or plugs only when necessary to continue assembly.

Where pipes or control wires pass through sleeves, provide removable non-decaying plug at ends of sleeve to prevent entrance of earth.

REMOTE CONTROL VALVES

a. Install where shown on Drawings and group together where practical. Limit one remote control valve per box--No Exceptions.

b. Locate valve boxes per Drawing details.

c. Thoroughly flush main line before installing valve.

d. Install in shrub or ground cover areas where possible.

e. Label control line wire at each valve with a 2 1/4" x 3/4" polyurethane I.D. tag, indicating identification number of valve (controller and station number). Attach label to control wire.

AUTOMATIC CONTROL WIRE

a. Run lines along mains wherever practical. Tie wires in bundles with pipe wrapping tape at 10' intervals and allow slack for contraction between strappings.

b. Loop a minimum of three (3) feet of extra wire in each valve box; both control wire and ground wire.

TECHNICAL PROVISIONS

c. Connections shall be made by crimping bare wires with brass connectors and sealing with sealer packs.

d. Splicing will be permitted only on runs exceeding 2500'. Locate all splices at valve locations within valve boxes.

e. Where control lines pass under paving, they shall pass through Schedule 40 electrical PVC conduit.

AUTOMATIC CONTROLLER

a. Existing automatic irrigation controller in approximate location shown on Drawings.

b. Connect control lines to controller in sequential arrangement according to assigned identification number of valve. Each control line wire shall be labeled at controller with a permanent non-fading label indicating station number of valve controlled. Attach label to control wire.

QUICK COUPLING VALVES

a. Thoroughly flush lines before installing heads or QCVs.

b. Locate heads and QCVs as shown in the Drawings and Details.

TESTING

Perform test as specified below. Remake any faulty joints with all new materials. Use of cement or caulking to seal leaks is absolutely prohibited.

The Contractor shall:

a. Notify Owner's Representative at least three (3) days in advance of testing.

b. Perform testing at his own expense.

c. Center load piping with small amount of backfill to prevent arching or slipping under pressure. No fitting shall be covered.

d. Apply the following tests after weld plastic pipe joints have cured at least 24 hours.

   1. Test live (constant pressure) and QCV lines hydrostatically at 125 PSI minimum. Lines will be approved if test pressure is maintained for six (6) hours. The lines shall be restored to the original test pressure and the amount of water required to do so shall be measured. Approved tables of allowable loss will be consulted, and the line will be approved or not approved as such results may indicate. The Contractor shall make tests and repairs as necessary until test conditions are met.

   2. Test RCV controlled lateral lines with water at line pressure and visually inspect for leaks. Retest after correcting defects.

TECHNICAL PROVISIONS

GUARANTEE
The entire irrigation system shall be unconditionally guaranteed by the Contractor as to material and workmanship (including settlement of backfill) for a period of one year following the date of final acceptance of work.

If within one year from the date of completion, settlement occurs and adjustments in pipes or paving is necessary to bring the system or paving to the proper level of the permanent grades, the Contractor, as part of the work under his contract, shall make all adjustments without extra cost to the City, including the complete restoration of all damaged planting, paving or other improvements of any kind.

Should any operational difficulties in connection with the crossover system develop within the one year guarantee period, which, in the opinion of the City is due to inferior material or workmanship, said difficulties shall be immediately repaired at no additional cost to the City, including any and all other damage caused by such defects.

Service by the Contractor: The Contractor shall service the system at the City's request during the guarantee period and shall be paid for work performed which is not covered by the guarantee. If requested by the City, the Contractor will furnish the City with a schedule of service fees.

CLEAN-UP
When work of this section has been completed and at such other times as may be directed, remove all trash, debris, surplus materials and equipment from site.

The Contractor shall check weekly all systems for proper operation. Lateral lines shall be flushed out after removing the last sprinkler head or two at each end of the lateral. All heads are to be adjusted as necessary for unimpeded coverage.

Set and program automatic controllers for seasonal water requirements. Water requirements shall be determined by Contractor. Give Owner's Representative a key to controllers and written instructions on how to turn off system in case of emergency. Provide to Owner's Representative an irrigation schedule indicating run rates for each valve at each of the four seasons.

Repair any and all damages to irrigation system at Contractor's expense. Repairs shall be made within one watering period.

10.05 MEASUREMENT AND PAYMENT

The lump sum cost paid for "Irrigation System" (Bid Item 16) shall include full compensation for furnishing all labor, materials, tools, equipment, testing, and incidentals, and for doing all the work involved in constructing the irrigation system as shown on the plans, as specified in the Standard Specifications and these Specifications, and as directed by the City Engineer.

TECHNICAL PROVISIONS

The Guarantee shall be submitted to the Engineer, and shall be typed onto the Contractor's letterhead. It shall contain the following information:

GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM
We hereby guarantee that the sprinkler irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Contract Drawings and Contract Specifications, ordinary wear and tear and unusual abuse or neglect accepted.

We agree to repair or replace any defects in material or workmanship which may develop over the period of one (1) year from the date of acceptance, and also agree to repair or replace any damage resulting from repair or replacing of such defects at no additional cost to the Owner.
We shall make such repairs within three (3) days of receipt of written notice. In the event of failure to make such repairs or replacements within a reasonable time of receipt or written notice from Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense, and we will pay the costs and charges therefore upon demand.

TECHNICAL PROVISIONS

BID ITEM NO. 17 – PLANTING

17.01 GENERAL

The work performed in connection with landscaping and irrigation systems shall conform to the provisions in Section 20, "Erosion Control and Highway Planting," of the Standard Specifications, the contract specifications, according to the details shown in Appendix L, and as directed by the Engineer.

LANDSCAPE PLANTING

GENERAL CONDITIONS
Drawings and General Provisions of the Contract, including General and Supplementary Conditions shall apply to all Work in this Section with the same force and effect as though repeated in full herein.

Site shall be free of weeds, native grasses, Bermuda grass, and Kikuyu grass prior to any planting or soil amendment placement.

All rock and other growth or debris accumulated throughout the duration of the project shall be removed from the Project Site by the Contractor.

Prior to excavation for planting or placing of plant materials, the Contractor shall locate all underground utility lines still in use and take proper precautions to avoid damage to such improvements. In the event of a conflict between such lines and plant material locations, the Contractor shall notify the Engineer who shall arrange for the relocation of one or the other. The Contractor assumes all responsibility for making any or all repairs for damages resulting from Work as specified herein.

Grading and soil preparation work shall be performed only during the period when beneficial and optimum results may be obtained. If the moisture content of the soil should reach such a level that working it would destroy soil structure or cause compaction, spreading and grading operations shall be suspended until, in the opinion of the Engineer, the moisture content is increased or reduced to acceptable levels and the desired results are likely to be obtained.

Contractor shall coordinate all drainage work with the other trades. Established site drainage shall be maintained by the Contractor during all phases of landscape construction.

Grade all areas by filling and/or removing surplus soil as needed to insure proper grades and drainage as indicated on the plans. Unless otherwise noted, soil finish grades shall be below hardscape areas as follows:

> Two inches (2") for all planting areas, to be filled with bark or mulch as show on plans with finish surface of mulch to be flush or within ½" maximum from top of adjacent hardscape.

All undulations and irregularities in the planting surfaces resulting from tillage, rototilling, and all other operations, and all ridges and rises which are visually evident and would affect the maintenance of any planting area, shall be leveled and floated out before planting operations are initiated.

TECHNICAL PROVISIONS

Final finish grades shall insure positive drainage of the Project Site with all surface drainage away from buildings, walls, and toward driveways, drain inlets, and catch basins.

Final grades shall be acceptable to the Engineer before planting operations will be allowed to commence. Coordinate infill of planting areas with Engineer to depth specified or depth of rootball of new tree within tree well.

The above conditions shall also apply to the final finish grade at the time of project completion.

Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally-accepted horticultural practice as approved by the Engineer.

All scales dimensions are approximate. Before proceeding with any Work, the Contractor shall carefully check and verify all dimensions and shall immediately notify the Engineer of any discrepancy between the Contract Drawings and/or Contract Specifications and the actual Project Site conditions.

Quantities of plant materials are shown for the Contractor's convenience only, and are not guaranteed. The Contractor shall check and verify count, and shall furnish a sufficient number of plant materials as needed to fulfill the intent and complete the Work as shown in the Contract Drawings. Plan plant symbol quantities shall take precedence over quantities indicated in the Plant List and Plan callouts.

Contractor shall make arrangements to have a complete set of Contract Drawings and Contract Specifications at the Project Site at all times during Work under this Section.

Record Drawings:

Record Drawings shall be prepared by the Contractor indicating any deviations in Work described herein and on the Contract Drawings, with respect to changes in materials, plant species, sizes, locations, and alignments. Record Drawings shall be prepared by marking the changes on a conformed set of diazo prints in red ink. Provide Record Drawings to the Engineer at the end of the contracted Maintenance Period.

SCOPE OF WORK

This Section includes all materials, labor, transportation, services, and equipment necessary to install landscape planting and landscape construction items as shown on the Contract Drawings, and as specified herein this Section.

This Section includes the following Scope of Work:

Fine Grading

Soil Preparation

Pre Plant Weed Control

Tree, Shrub and Groundcover Planting

TECHNICAL PROVISIONS

Staking and Tying

Planting Soil

Soil Conditioners, Amendments, and Fertilizers

Mulches (wood products, aggregates)

DEFINITIONS
The "Engineer" in this Section shall refer to the Agent designated by the City of Belmont.

Acceptance: Wherever the terms "acceptance", "approved", "acceptable" or "directed" are used herein, they mean acceptance by the Engineer in writing.

Plant Material(s) refers to all living plants, inclusive of trees, shrubs, groundcovers, and grasses.

Planting Area (P.A.) as indicated on the Contract Drawings, shall mean all areas to be installed with plant material(s), or as areas where existing trees and/or vegetation shall be protected.

ASTM – American Society for Testing Materials.

USDA – United States Department of Agriculture.

ANSI – American National Standards Institute.

Plant Height: Measurement of main body height, not measurement to branch tip.

Plant Spread: Measurement of main body diameter, not measurement from branch tip to branch tip.

Finish Grade: Elevation of finished surface of planting soil.

Topsoil: Naturally occurring soil from the A horizon (top layer).

Planting Soil: Topsoil which has been amended to meet the specification for planting soil in this section; Import soil that meets the specification for planting soil in this section. Planting soil may also be referred to as Manufactured Topsoil. Silva cell/stormwater block soils are specialized soils and are specified herein as are specialized Bioswale soils.

Subsoil: Native soil below topsoil, native soil remaining after construction excavation or fill or backfill material in place after completion of excavation and rough grading, before placement of planting soil.

REFERENCE STANDARDS
All work shall conform to the following standards and all plant material shall be true to botanical and common name as indicated in the following. Conform to whichever standard is more stringent.

TECHNICAL PROVISIONS

Ordinances and Regulations: All local, municipal and state laws, codes and regulations governing or relating to all portions of this work are hereby incorporated into and made a part of these Specifications. Anything contained in these Specifications shall not be construed to conflict with any of the above codes, regulations or requirements of the same. However, when these Specifications and Drawings call for or describe materials, workmanship or construction of a better quality, higher standard than is required by the above mentioned codes and regulations, the provisions of these Specifications and Drawings shall take precedence. Furnish without extra charge additional materials and labor required to comply with above rules and regulations.

"Sunset Western Garden Book," Lane Publishing Co., Menlo Park, California; current edition.

"American Standards for Nursery Stock," American Association of Nurseryman, 230 Southern Building, Washington, D.C. 20005.

Contra Costa County Clean Water Program (CCCCWP) or member agency having jurisdiction over the project work.

US Composting Council Compost analysis Program (CAP)

Test Methods for the Evaluation of Composting and Compost (TMECC)

Manufacturer's recommendations.
All plant material shall conform to the California State Department of Agriculture's regulations for nursery inspections, rules, and ratings.

Standard Specifications State of California, California State Transportation Agency Department of Transportation, 2015 Edition, Division III – Earthwork and Landscape

17.02 SUBMITTALS

Submit each item in this Article according to the Conditions of the Contract and this Specification Section.

Contractor shall submit no later than ninety (90) days after award of Contract, four (4) bound booklets. PDF format is acceptable if authorized in writing by the Engineer. Each booklet under this Section shall be tabbed into specific sections, containing clearly identified (through yellow highlighter or other identification methods) and legible information on the following landscape information indicated in this Article:

Product certificates, legible, signed by manufacturer, certifying that their products comply with specified requirements. Certificates shall include grades, analysis, amount, supplier, species, type, size, and quantity where applicable.

Manufacturer's certified analysis for standard products.

Analysis for other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

TECHNICAL PROVISIONS

Label data substantiating that plants, trees, shrubs, and planting materials comply with specified requirements.

Soil amendment receipts containing analytical data.

Receipts from the soil supplier of all soil mixes specified in this Section.

Soil analysis and testing for soil fertility with recommendations and percolation tests by independent laboratory.

List of all proposed landscape materials indicated by description, manufacturer, and model number. Include catalog cuts and manufacturer's current printed instructions of all material items described herein this Section.

List of all trees, shrubs and ground covers, indicated by botanical name, common name, height, spread, caliper, container size, nursery, and location, contact person at nursery, and any specific remarks (i.e. "unable to locate", "photo submitted", etc.)

Planting schedule, indicating anticipated dates and locations for each type of planting.

The Contractor shall submit no later than ninety (30) days after the award of Contract the following two (2) sets of physical samples sent to the Engineer in resealable, labeled plastic bags (as applicable):

One (1) tree tie and/or tree guy of each type used.

Recycled Mulch (two, one-quart samples): ½ cubic foot each of landscape mulch materials, i.e. shredded bark mulch, aggregate, etc.

Planting soil (two one-quart samples)

Composted Greenwaste Organic Amendment (two one-quart samples)

Organic Mulch: Submit 1-pint sample(s).

Organic (Soil) Amendment: Submit 1/2-pint sample(s).

Imported Planting Soil: Submit 1-pint sample

Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and address of architects and owners, and other information specified.

Soils Analyses and Testing: Contractor shall submit analyses of import soil if proposed to be used as planting soil, and compost amendments as follows. Analyses shall be performed by independent testing agency. If the in-situ soil or subsoil has a high pH, composted yard waste may not be acceptable amenement as it contains higher salts than nitrolized redwood,

pine or fir sawdust, and may increase the pH problem. A determination of amendment approach shall be made after review of the in-situ soil analysis and shall be based upon the recommendations contained in the laboratory report.

Import Soil before placement: Analysis of proposed import planting soil to be used for creating the full depth growing medium at tree cut outs and planters, indicating soluble salts, pH, texture, and organic matter content. Analysis shall determine whether soil meets the specification for planting soil in this section and shall recommend any amendments and procedures required to create planting soil that meets this specification. Analysis shall describe any other topsoil qualities which may be detrimental to plant growth and health. Provide one test per source. Imported Planting Soil Analysis: See Imported Planting Soil Analysis requirements elsewhere in this specification for comparison to existing soil analysis.

Planting soil after amendment: Immediately following site fine grading (placement, integration, and grading of planting soil) and prior to commencing landscape planting, Contractor shall provide horticultural soils fertility test and percolation test results to the Engineer to verify that installed planting soil meets specifications. Provide (5) samples at the locations designated by the Engineer.

Delivery Receipts: Provide delivery receipts for quantities of organic soil amendments delivered to the site.

Topsoil Analysis: After approval of rough grading and topsoil placement, obtain three representative samples of in situ topsoil taken from accepted site locations at depth of 4" to 6" below finish grade and submit to an accredited Soils Laboratory for "agricultural suitability" analysis report, including particle size, and evaluation of physical and chemical properties of soil and recommendations for adding amendments and fertilizers to the soil.

Subsoil Analysis: Besides the above required soil samples, take one representative sample of any subgrade soil that is to receive a layer of imported planting soil over it. The laboratory report shall include the subgrade soil's total combined silt and clay content for determining the total allowable combined silt and clay content of the imported planting soil specified herein.

Imported Planting Soil Analysis: See Imported Planting Soil Analysis requirements elsewhere in this specification for comparison to existing soil analysis.

Approval of Laboratory Report: Upon approval of the Laboratory's report by the Landscape Architect, the recommendations in the report shall become a part of the Specifications and the quantities of soil amendment, fertilizer and other additives shall be adjusted to conform with the report at no additional cost to the owner. Request Testing Laboratory to send one copy of test results directly to Landscape Architect and one copy to the Owner. Note that there is a minimum quantity of organic amendment specified elsewhere in this specification section.

TECHNICAL PROVISIONS

Analysis of planting soil following amendment of topsoil per topsoil analysis recommendations. Analysis shall confirm that planting soil meets specification in this section.

Immediately following site fine grading (placement, integration, and grading of planting soil) and prior to commencing landscape planting, Contractor shall provide horticultural soils fertility test and percolation test results to the Engineer to verify that installed planting soil meets specifications.

The following organic amendments, soil amendments, and fertilizer rates and quantities are to be used for bid basis only. The recommendations from the soils analysis shall inform the quantities to be used.

AMOUNT/1,000 SQUARE FEET	
6 Cubic Yards	Composted Organic Amendment
10 Pounds	6-20-20
5 Pounds	Iron Sulfate
10 Pounds	Soil Sulfur

QUALITY ASSURANCE
Installer Qualifications for all items indicated herein this Section: Licensed Landscape Contractor, C-27, in the State of California.

Engage an experienced, licensed Contractor who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.

Installer's Field Supervision: Contractor shall maintain an experienced, full-time landscape supervisor/superintendent/foreman at the Project Site during times that landscaping operations identified herein the Contract are in progress. Contract supervisor shall be a certified landscape technicial, Certification to be through CLCA or minimum of four years' experience in landscape installation and maintenance supervision, with experience and training in horticulture, entomology, pest controls, soils, fertilizers and plant identification. Additionally, the Contract Supervisor shall be experienced with the installation of the specified irrigation systems and stormwater planting.

Superintendent/foremanshall be fluent in English and satisfactory to the Engineer. Superintendent shall not be changed except with the consent of the Engineer, and shall be authorized to represent the Contractor.

Labor force shall be thoroughly familiar with, and trained in, the work to be accomplished to perform the work in a competent and efficient manner acceptable to the Engineer.

Testing Agency Qualifications: To qualify for acceptance, an independent testing agency must demonstrate to Engineer's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing

TECHNICAL PROVISIONS

indicated without delaying the Work.Supervision: The foreman shall directly supervise the work force at all times and be present during the entire installation. Notify Engineer of all changes in supervision.

Identification: Provide proper identification at all times for landscape maintenance firm's vehicles and a labor force uniformly dressed in a manner satisfactory to Owner's Representative.

Planting soils and organic amendments shall meet the CCCCWP requirement for the stormwater treatment measures used with this project work.

Testing Agency: Soil and Plant Laboratory, Inc. 352 Matthew Street (P.O. Box 153), Santa Clara, CA 95052; Tel. (408) 727-0330; or Root Zone Associates, P.O. Box 18911, San Jose, CA 95118; Tel. (408) 264-7024. Components of the test shall include all major nutrients, pH, salinity, boron, sodium, micronutrients, copper, zinc, manganese and iron, adsorption rate, organic content and texture.

Plant Material Standards: Provide quality, size, genus, species, and variety of trees and shrubs indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."Selection of trees and shrubs purchased under allowances will be made by Engineer, who has the option to tag stock at their place of growth before the plant material is prepared for transplanting.

Quality and Size of Plants: Quality and size shall conform to current edition of "USA Standard for Nursery Stock" for number one grade nursery stock as adopted by American Associations of Nurserymen. Use only nursery-grown stock which is free from insect pests and diseases. In all cases, botanical names shall take precedence over common names.

All plant material shall be true to botanical and common name as indicated in the following:

Sunset Western Garden Book, Sunset Publishing Corporation, current edition.

American Standard for Nursery Stock, ANSI Z60.1-1966, American Association of Nurserymen, current edition.

Deliver at least one (1) plant of each species to the project site shall have an identification tag from supplying nursery showing botanical and common name of plant.

Measurements: Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes.

Take caliper measurements six inches (6”) above ground for trees up to four inch (4”) size, and twelve inches (12”) above ground for larger sizes. Prior to installation of any items presented within this Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

TECHNICAL PROVISIONS

Agricultural Inspections: Comply with federal and state laws requiring inspection for plant diseases and infestations. At time of delivery, Contractor shall provide proof of Agricultural Inspection or exemption for all plant material.

Quantities: Plant material quantities indicated on the Drawings are for estimating purposes only. Furnish and install all plant materials as indicated - drawn quantities shall supersede numerical quantities.

Substitutions: Substitutions of plant material shall not be permitted unless authorized in writing by the Landscape Architect. If proof is submitted that specified plant material is not available, a proposal will be considered for use of the nearest equivalent size or variety with an equitable adjustment of contract price. These provisions shall not relieve Contractor of the responsibility of obtaining specified materials in advance if special growing conditions or other arrangements must be made in order to supply specified materials.

Pre-Installation Conference: Section or as indicated on the Contract Drawings, the Contractor shall conduct a Pre-Installation Conference at the Project Site.Meeting minutes from the conference shall be the responsibility of the Contractor, and shall be distributed to all parties in attendance for review and subsequent approval of the conference discussion items.

Manufacturer's Directions: Follow manufacturer's directions and drawings in all cases where the manufacturers of articles used in this Section furnish directions covering points not shown in the Contract Drawings and Contract Specifications.

Requirements of Regulatory Agencies: Contractor shall meet the requirements of applicable laws, codes, and regulations as required by the authorities having jurisdiction over the Work.

Permits, Fees, Bonds, and Inspections: The Contractor shall arrange and pay for any and all permits, fees, bonds, and inspections necessary to perform and complete his portion of the Work.

Conform to requirements of applicable Federal, State and local agencies. Nothing in the Contract Documents is to be construed to permit work not conforming to these requirements. Furnish without extra charge any additional material and labor required by above.

Where conflict exists between requirements of above agencies and/or these Specifications, the more restrictive shall govern.

All plants and planting material shall meet or exceed the Specifications of Federal, State, and local laws requiring inspection for plant disease and insect control. All inspection certificates required shall accompany shipments.

Contract Drawings and Contract Specifications:

Comply with the intent and meaning of Contract Drawings and Contract Specifications taken as a whole, not taking advantage of any readily perceived error or omission shall any exist.

TECHNICAL PROVISIONS

Figures and dimensions on Contract Drawings shall take precedence over measurements by scale, and detailed drawings shall take precedence over general drawings.

Refer any errors and discrepancies in or between plans, specifications, lists, or notes to the Engineer for adjustments or clarification before proceeding with the Work. In the event of errors or discrepancies, the Contractor shall assume responsibility for work performed without referring to the Engineer for clarification.

The Engineer shall interpret the meaning of the Contract Drawings and Contract Specifications in the event of conflict, and his/her decision shall be final.

DELIVERY, STORAGE AND HANDLING

Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

Anti-Desiccant: Spray plant materials in full leaf immediately before transporting with anti-desiccant. Meet requirements of anti-desiccant manufacturer's current printed application instructions.

Trees and Shrubs: Do not prune before delivery. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery.

Handling Plant Materials;

Handle plant materials grown in containers only by their containers.

DO NOT handle plant materials by their trunks or stems.

DO NOT drop any plant materials.

DO NOT bind or handle plants with wire or rope.

Pad trunk and branches whenever using hoisting cables, chains, or straps.

Should the Contractor engage in handling any of the plant material(s) by any unacceptable method(s), then the Engineer shall reserve the right to reject any of the mishandled plant material(s). The Contractor shall replace all rejected plant material(s) with approved plant material(s) at no additional cost to the Owner.

Deliver trees, shrubs, ground covers, and plants after preparations for planting have been completed and install immediately. If planting is delayed more than six (6) hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist. Anchor plants to prevent damage from winds.

DO NOT remove container-grown stock from containers before time of planting.

TECHNICAL PROVISIONS

Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

PROJECT CONDITIONS

Utilities: Determine location of above grade and underground utilities and perform Work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.

Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, cease planting operations and notify Engineer for further direction.

Installation: Perform planting operations only when weather and soil conditions are suitable in accordance with locally accepted practices.

COORDINATION, SCHEDULING, AND OBSERVATION

Coordinate installation of planting materials during normal planting seasons for each type of plant material required. Coordinate with other trades on Project Site.

Permits: Contractor shall be responsible for obtaining all permits necessary to complete and install Work as specified herein.

Observation: Site observation for Scope of Work specified herein this Section shall be made by the Engineer. The Contractor shall request, in writing, at least one (1) week in advance of the time that observation is required. The Contractor and Engineer shall be in attendance at the Project Site at the time of each scheduled observation. Observation shall be required for the following Scope of Work:

Pre-Construction Meeting.

Where applicable, placing of planting soil after rough grading and incorporation of planting soil into top layer of sub-soil as described in this section.

Upon completion of incorporation of amendments into existing site soil including transition to subgrade and completion of fine grading operations. Planting operation shall not commence until after this review.

Inspection and approval of plant material.

Spotting trees prior to excavation of planting holes.

Tree staking/guying.

Punch List Preparation:

TECHNICAL PROVISIONS

When planting and all other Work as specified in the Contract Drawings and Specifications is 100% complete and ready for Punch List Preparation, the Contractor shall seek acceptance of the installed Work by requesting an on-site visual inspection by the Engineer.

A "Punch List Preparation Request" shall be addressed to the Engineer, requesting a time and date for generating the Punch List Preparation:

- Contractor shall provide written notification requesting the presence of the Engineer at least one (1) week prior to the scheduled date of the Punch List Preparation.
- The Punch List Preparation Request shall be in the form of a letter, dated and signed by the Contractor, on letterhead.
- The letter shall state as follows: *"Work installed within Scope of Work identified on the Contract Drawings and Contract Specifications, prepared by the Landscape Architect, is 100% complete and ready for Punch List Preparation at the Project Site by the Engineer."*

Should the Contractor's Work as installed at the Project Site is found to be incomplete during the Punch List Preparation (at the discretion of the Engineer upon observation at the Project Site), then the Engineer shall reserve the right to postpone the Punch List Preparation until a time when the Contractor fully executes and completes the Work as identified on the Contract Drawings and Specifications.

Should the Punch List Preparation be postponed due to the incomplete Work, then the Engineer reserves the right to charge the Contractor for the Engineer's time on an hourly basis, at the Engineer's current standard billing rate, plus expenses.

Should the Contractor be charged for time as indicated herein this Article, the Engineer reserves the right to withhold final approval of the Project until the Contractor provides full compensation to the Engineer accordingly.

Punch List Field Verification & Pre-Maintenance Review:

Following the Punch List Preparation, the Contractor shall request an on-site visual observation by the Engineer to verify completion of outstanding items identified in the Punch List for acceptance of the installed Work and subsequent commencement of the Maintenance Period.

- A "Punch List Field Verification Request" shall be addressed to the Engineer, requesting a time and date for field review of the items identified in the Punch List Preparation.
- Contractor shall provide written notification requesting the presence of the Engineer at least one (1) week prior to the scheduled date of the Punch List Field Verification.
- The Punch List Field Verification Request shall be in the form of a letter, dated and signed by the Contractor, on letterhead.

- The letter shall state as follows: *"Work installed within Scope of Work identified on the Contract Drawings and Contract Specifications, prepared by the Landscape Architect, is 100% complete and ready for Punch List Field Verification Review at the Project Site by the Owner and Engineer."*

Should the Contractor's Work as installed at the Project Site is found to be incomplete during the Punch List Field Verification (at the discretion of the Engineer upon observation at the Project Site), then the Engineer shall reserve the right to postpone the Punch List Field Verification until an time when the Contractor fully executes the Work identified in the Punch List Preparation.

Should the Punch List Field Verification be postponed due to the incomplete Work, then the Engineer reserves the right to charge the Contractor for the Engineer's time on an hourly basis, at the Engineer's current standard billing rate, plus expenses.

Should the Contractor be charged for time as indicated herein this Article, the Engineer reserves the right to withhold final approval of the Project until the Contractor provides full compensation to the Engineer accordingly.

Observation and subsequent written acceptance shall establish "Substantial Completion", and marks the commencement date of the Maintenance Period. Duration of the Maintenance Period shall be as specified herein this Section. This is neither a final observation nor final acceptance of Work, and it does not relieve the Contractor from any of the responsibilities in the Contract Drawings and Contract Specifications for the Project.

Final Review:
Following the completion of the scheduled Maintenance Period as indicated in Section Landscape Maintenance and Plant Establishment, the Contractor shall request a Final Review by the Owner and Engineer to verify, through on-site visual observation, the completion of Work as indicated in the Contract Drawings and Contract Specifications, and final acceptance of the installed Work.

A "Final Review Request" shall be addressed to the Owner and Engineer, requesting a time and date for final field review of the completed Work

Contractor shall provide written notification requesting the presence of the Owner and Engineer at least one (1) week prior to the scheduled date of the Final Review.

The Final Review Request shall be in the form of a letter, dated and signed by the Contractor, on letterhead.

The letter shall state as follows: *"Work installed within Scope of Work identified on the Contract Drawings and Contract Specifications, prepared by the Landscape Architect, is 100% complete and ready Final Review at the Project Site by the Owner and Engineer."*

Should the Contractor's Work as installed at the Project Site is found to be incomplete during the Final Review (at the discretion of the Engineer upon observation at the Project Site), and then the

TECHNICAL PROVISIONS

Engineer shall reserve the right to postpone the Final Review until an time when the Contractor fully executes the Work.

Should the Final Review be postponed due to the incomplete Work, then the Engineer reserves the right to charge the Contractor for the Engineer's time on an hourly basis, at the Engineer's current standard billing rate, plus expenses.

Should the Contractor be charged for time as indicated herein this Article, the Engineer reserves the right to withhold final approval of the Project until the Contractor provides full compensation to the Engineer accordingly.

GUARANTEE

Guarantee: Contractor shall guarantee installed landscape as outlined in Section "Landscape maintenance & Plant Establishment".

The Contractor shall provide the following guarantee including:
All plant material installed under the Contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship, and shall be guaranteed to take root and grow, and thrive. Any plant found to be dead or in poor condition due to faulty materials or workmanship, as determined by the Engineer, shall be replace by the Contractor at his or her expense. The Guarantee Period shall be as follows:

General Landscape: One (1) year after final acceptance of work, or thirty (30) calendar days following acceptance of the landscape at the conclusion of the required maintenance period, whichever is later.

Plants shall be free of dead or dying branches and branch tips, and shall bear foliage of normal density, size and color. All dead plants, all plants not in a vigorous growing condition and plants exhibiting conditions unacceptable due to actions during planting and maintenance operations, shall be replaced by Contractor within fifteen (15) days of written notification by the Engineer, at no additional cost to the Owner. The Engineer shall be the sole judge as to the condition of the material Replacement shall closely match size and habit of adjacent specimens of the same species and shall be subject to all requirements of the Specifications.

Contractor shall not be responsible for failures due to neglect by the Owner, vandalism, abuse or damage by others, or unusual phenomenon or incidents above and beyond the Contractor's control, during Warranty Period. Report such conditions to the Owner in writing.

MAINTENANCE

Maintenance: Contractor shall maintain installed landscape as outlined in "Landscape Maintenance & Plant Establishment".

SAMPLES AND TESTS

TECHNICAL PROVISIONS

The Engineer reserves the right to take and analyze selected samples of plant material and/or products for conformity to the requirements as outlined in this Section at any time from the Project Site. Rejected plant materials and/or products shall be immediately removed from the Project Site by the Contractor at no cost to the Owner.

Laboratory soil tests are described in other sections.

SUBSTITUTIONS
Specific reference to manufacturer's names and products specified herein are used as standards of quality. This implies no right to the Contractor to substitute other materials without prior written approval by the Engineer for Work under this Section.

Any materials substituted and installed by the Contractor, without written approval by the Engineer may be rejected. Contractor shall not be entitled to be compensated by the Owner where the Contractor has installed rejected substitutions without receiving prior written approval.

If an approval is granted for a substitution, adjustment in the Contract amount shall be made in accordance with the Contract Conditions.

17.03 MATERIALS

Immediately upon award of Contract for Work, the Contractor shall locate and purchase or hold for purchase all plant material as required. Trees may be purchased and contract grown to ensure pruning practices are met.

Contractor shall verify with Engineer of any plant material stock that has been nursery contract grown by Owner for use within Work of this Contract.

Contractor shall review the condition of the plant material with the Engineer at the nursery maintaining the plant material, and at the time of delivery at the Project Site.

All plants shall have a growth habit typical for variety and species, symmetrical, with tightly knit branching, so trained or favored in development and appearance as to be superior in form, number of branches, compactness and symmetry, healthy, vigorous in growth. Plant materials shall also be free from insect pests, eggs and larvae, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, windburn, saltburn, or other objectable disfigurements or conditions as determined by the Engineer.

Container stock shall be grown in containers in which delivered for at least six (6) months, but not over two (2) years.

Pruning of trees as grown at the nursery shall meet the requirements outlined by the International Society of Arboriculture's "Tree Pruning Standards."

Leaders of trees shall not have been pruned by the nursery. It is the Contractor's responsibility to ensure these specifications are met regardless of practices by nurseries.

TECHNICAL PROVISIONS

All plant material shall be subject per the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Quantity and size of all plant shall be No. 1 Grade of Pinto Tag stock, or equal. Pinto tags shall be submitted to the Engineer upon delivery of the plant material to the Project Site.

All plant material shall have normal, well-developed branch systems, and vigorous, fibrous root systems, which are neither root- nor pot-bound, and are free of kinked, gnarled, or girdling roots.

FERTILIZERS, SOIL AMENDMENTS AND MULCH
Approved first quality, standard brand, agricultural products conforming to applicable state fertilizer laws. Uniform in composition, dry, free flowing, delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed analysis. Furnish Owner with all certificates or delivery slips for each material delivery in containers or in bulk.

Fertilizer Plant Paks: Best-Paks 20-10-5 planter paks.

Gypsum: Agricultural grade with 98% Calcium Sulfate.

Composted Organic Greenwaste Amendment: Yard waste compost free of contaminants with pH of 5.5-8.0, minimum organic content of 250 pounds per cubic yard of compost (minimum 45-50% of compost's dry weight, TMECC 05.07-A), 35-60% moisture content, salinity measured on the saturation extract solution shall not exceed 8.0 dS/m), and a minimum of 90% of the material by weight shall pass a ½" screen. Material passing the ½" screen shall meet the following criteria:

Sieve Designation	Percent Passing
9.51 mm (3/8")	85-100%
2.38 mm (No. 8)	50-80%
500 micron (No. 35)	0-40%

Composted Organic Amendment shall have 'STA' certification from U.S. Composting Council (USCC).

Approved products include WM Earthcare Homegrown Compost (Waste Management, 510.613.8771) and Super Humus Compost (BFI Organics, 408-888-7632), or equal. Provide sample, certificate of conformance and current analysis for approval.

Recycled Mulch: WM Earthcare Mulch, color: Muir Woods Brown. 100% clean recycled ground wood mulch of uniform enhanced color, free from weeds, seeds, sawdust and shall not contain eucalyptus, resin, tannin, salts or other compounds detrimental to plant life. Available thru Waste Management, 510.613.8771.

PLANT MATERIAL

TECHNICAL PROVISIONS

General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, proportional, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sunscald, injuries, abrasions, and disfigurement. All trees shall be heavy caliper specimens, devoid of wounds, scars, or uncharacteristic blemishes on their trunks. Refer to the Plant List on the Contract Drawings for the specified plant material species, varieties, types, sizes, forms, and minimum required heights, spreads, calipers, and other requirements.

Grade: Provide plant material of sizes and grades conforming to ANSI Z60.1 for type of plant material required. Plant material of a larger size may be used if acceptable to the Engineer, with a proportionate increase in size of roots or balls.

Label each plant material of each variety with a securely attached, waterproof tag bearing legible designation of botanical and common name.

Plant Material shall have grown in boxed or containers for sufficient time to permit full rooting within the specified container to bind the planting soil, but not so long as to create a “rootbound” condition. No boxed or container plant material shall be planted which have cracked or broken balls of earth when separated from their boxes or containers. No plant material shall be planted with damaged roots, broken root balls, or which are found to be “rootbound” when separated from their containers.

Plant Material Review and Tagging: Plants shall be subject to review and approval by the Landscape Architect at place of growth and upon delivery for conformity to Specifications. Such approval shall not impair the right of review and rejection during progress of the work.

At the discretion of the Engineer, trees and other plant material will be reviewed, photographed, and tagged by the Engineer at the nursery, or other place of growth prior to delivery of plant material to the Project Site. Contractor shall verify with the Engineer if tagging operations are required.

Submit written request for review of plant material at place of growth to the Landscape Architect. Written request shall state the place of growth and quantity of plants to be inspected. The Landscape Architect reserves the right to refuse review at this time if, in his judgment, a sufficient quantity of plants is not available for review.

Inspection for approval or rejection is reserved for the project site upon delivery. Plants shall be inspected for size, variety, condition, root system and defects. Any rejected material shall be promptly removed from site. Notify Owner's representative 48 hours prior to delivery.

SHRUBS

Form and Size: Shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub. Container-grown deciduous shrubs will be acceptable ANSI Z60.1 limitations for container stock.

Each shrub must stand upright without support.

TECHNICAL PROVISIONS

All container shrubs shall be free of girdling roots, defined as those roots greater than 1/8" diameter circling the periphery of the rootball. The top of the rootball shall be free of "Knees" (roots) protruding above the soil, and the bottom shall be free of matted roots.

SHADE AND FLOWERING TREES
Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required. Container-grown trees will be acceptable and shall be subject to meeting ANSI Z60.1 limitations for container stock.

Branching Height: 1/3 to 1/2 of tree height, or as indicated.

Small Trees: Small upright or spreading type, branched or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1, Container-grown trees will be acceptable and shall be subject to meeting ANSI Z60.1 limitations for container stock. Stem form shall be as follows:

Form: Single stem, unless otherwise indicated.

PLANTING SOIL
Planting Soil Characteristics:

pH: 6 to 7

Organic content: 4-6 percent

Soluble salts: less than 2 dS/m

Texture: 40-65% Sand, 25-60% Silt, 5-20% Clay.

Soil shall be free of stones and clods larger than 1/2", roots, trash, and other deleterious material not suitable for healthy plant growth.

Planting Soil Source:

Existing site soil from areas with planting.

Import topsoil from local, off-site retail source or manufactured site topsoil. Available import top soil may require amendment according to soil fertility laboratory test to meet these specifications.

Approved Planting Soil Supplier: American Soils Products, Richmond, CA.

Placement Depth: Full depth described herein plus transition layer where ever planting occurs. Areas with existing trees to remain may be revised by the Engineer to avoid disruption of roots.

TECHNICAL PROVISIONS

SOIL AMENDMENTS
Lime: ASTM C 602, Class T, agricultural limestone, containing a minimum 80% calcium carbonate equal, with a minimum 99 percent passing a No. 8 sieve and a minimum 75 percent passing a No. 60 sieve. Provide lime in the form of dolomitic limestone.

Aluminum Sulfate: Commercial grade, unadulterated.

Herbicides: EPA registered and approved, of type recommended by manufacturer. Use only as approved by Engineer.

Water: Clean, fresh, and potable.

Gypsum: Commercially-processed and packaged agricultural-grade (CaSO4) Calcium Sulfate Product, 92.0% minimum, pH at 7.1. Ninety percent (90%) shall pass through a 50-mesh screen. The acceptable commercial grade product used shall be Domtar Gypsum, or equal as approved by the Engineer.

Iron Sulfate: Ferric or ferrous sulfate in dry application, pelleted or granular form, containing not less than 20% metallic iron, and 10% sulfur. It shall conform to the Agricultural Code of the State of California. The acceptable commercial grade product used shall be Cal Iron Plus, or equal as approved by the Engineer.

Soil Sulfur: Elemental Sulphur (99%) commercially manufactured. Sizing on stacked screen shall be approximately: 8-mesh 4.3%; 20-mesh 7.8%; 50-mesh 46.9%; 100-mesh 39.3%; 200-mesh 1.7%. The acceptable commercial grade product used shall be Wil-Gro, Union Chemicals, or equal as approved by the Engineer.

Iron Oxide: 45% iron (expressed as metallic iron) derived from iron oxide with micronutrients.

Sulfate of Potash: Agricultural grade product containing 50% to 53% of water-soluble potash.

Single Superphosphate: Commercial grade product containing 20% to 25% available phosphoric acid.

Ammonium Sulfate: Commercial grade product containing approximately 21% ammonia.

Ammonium Nitrate: Commercial grade product containing approximately 34% ammonia nitrogen.

Iron: Commercial grade product containing approximately 45% Iron (Fe), non-staining, Gro-Power Premium Green Iron, or equal as approved by the Engineer.

COMPOSTED YARD WASTE AMENDMENT:

The above Ground Redwood or Ground Fir Bark or Ground Pine Bark (ORGANIC AMENDMENT FOR IN SITU SOILS) is the specified organic amendment material required. Acceptance of Composted Yard Waste Amendment in lieu of the above specified ORGANIC AMENDMENT FOR IN SITU SOILS (ON-GRADE) material will be considered if the in situ planting soil salinity and soil

TECHNICAL PROVISIONS

structure is favorable for the inclusion of recycled yard waste organic matter, as approved by the Landscape Architect. It is the Contractor's responsibility to secure test samples of both the planting soil and the proposed composted yard waste amendment (2 quart samples) and submit to Soils and Plant Laboratory for evaluation and recommendations per code A05-1 for the soil sample and A91-0 for the amendment sample. The composted yard waste amendment sample shall be a grab sample from the currently available material.

Based on the Soils and Plant Laboratory evaluation, the addition of composted yard waste amendment shall not be acceptable if it creates a leaching requirement. The addition of the compost shall result in a final ECe of the amended soil of less than 4.0 dS/m @ 25 degrees C. as determined in a saturation extract. Use the following table to determine the maximum allowable Ece (dS/m of saturation extract) of compost at desired use rate and allowable Ece increase.

DESIRED USE RATE		MAXIMUM ALLOWABLE Ece INCREASE FROM AMENDMENT		
Cu. Yds. Amendment Per 1000 Sq. Ft. for Incorporation to 6" depth	Volume percentage of amendment	1 dS/m	2 dS/m	3 dS/m
		Maximum ECe of Compost		
1	5	14	28	42
2	11	7	14	21
3	16	5	9.5	14
4	22	3.5	7	10.5
5	27	3	5.5	8.5
6	32	2.5	4.5	7

Example: Specification calls for 6 cu. Yrds. Compost per 1000 sq. ft. for incorporation to 6" depth, and site soil has an ECe of 2.0. In order to avoid exceeding ECe of 4 in final blend, compost ECe shall be less than 4.5 dS/m.

TECHNICAL PROVISIONS

Composted Yard Waste Soil Amendment properties as follows:

Gradation:

Percent Passing by weight	Sieve Designation	
90	1/2"	
85-100	9.51 mm	3/8"
50-80	2.38 mm	No. 8	8 mesh
0-40	500 micron	No. 35	32 mesh

- Organic Content: Minimum 50% based on dry weight and determined by ash method. Minimum 250 lbs. organic matter per cubic yard of compost.
- Carbon to nitrogen ratio: Maximum 35:1 if material is claimed to be nitrogen stabilized.
- pH: 5.5 – 8.0 as determined in saturated paste.
- Soluble Salts: See B. above.
- Moisture Content: 35-60%.
- Contaminants: The compost shall be free of contaminants such as glass, metal and visible plastic.
- Maturity: Physical characteristics suggestive of maturity include:
  - Color: Dark brown to black.
  - Acceptable Odor: None, soil-like, musty or moldy.
  - Unacceptable Odor: Sour, ammonia or putrid.
  - Particle Characterization: Identifiable wood pieces are acceptable but the balance of the material shall be soil-like without recognizable grass or leaves.

Submit planting soil and composted yard waste amendment samples along with laboratory report from Soils and Plant Laboratory for degree of compliance as specified above to the Landscape Architect a minimum of 3 weeks prior to beginning soil prep. The laboratory report shall include recommendations for adjusting fertilizer and amendment quantities. Upon approval of the Laboratory's report by the Landscape Architect, the recommendations in the report shall become a part of the Specifications and the quantities of soil amendment and fertilizer shall be adjusted to conform with the report at no additional cost to the owner.

Soil Conditioner: Composted organic soil amendment, “Soil Conditioner”, manufactured by American Soils Products, Richmond, CA or equal as approved by the Engineer.

TECHNICAL PROVISIONS

Organic amendment shall be produced from a composted blend of 100% reclaimed or post consumer/post industrial wood shavings, ground organics, and biosolids. Upon completion of the composting process, the amendment shall be thoroughly cured for a minimum of 100 days, and shall be free from any trash, deleterious materials, and/or toxic chemicals. The organic amendment shall be non-hazardous, and conform to US Environmental Protection Agency 40 CFR503 criteria for "Class A" products. It shall exceed standards and specifications for unrestricted application as a landscaping and agricultural soil amendment.

Contractor shall submit proof of the soil conditioner compost product use by providing a sample as identified herein this Section, and the most recent lab analysis. Substitution for "Soil Conditioner" must be requested in writing by the Contractor and approved in writing by the Engineer at least 30 days prior to installation. The organic amendment shall have (at a minimum) the following properties:

Total Nitrogen (N)	1.0%
Phosphorus (as P2O5)	2.0%
Potassium (as K2O)	0.2%
Carbon-to-Nitrogen Ratio	<25-to-1
Ece (millimho/cm)	<5.0; based on preleaching with = vol. of water
Screen Analysis	95% passing ½" screen, 5% passing ¾" screen
Bulk Density	1,000 to 1,100 pounds/cubic yard
Moisture	30-65% dry weight analysis
Organic Matter	30-65% dry weight analysis
Maturity	>80% relative to positive control
Stability	>80% relative to positive control
Total Iron	1.5%

FERTILIZERS
Composition: Nitrogen (N), phosphorous (P), and potassium (K) content.

Fertilizer shall be furnished in amounts recommended from the soil analysis, as reported from a qualified soil-testing agency. Refer to previous section.

Steamed Bone Meal: OMRI-certified, commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.

Blood Meal: OMRI-certified, or equal.

TECHNICAL PROVISIONS

Feather Meal: OMRI-certified, commercial, supplied mixed with chicken manure to encourage decomposition, pelletized; minimum of 12% nitrogen.

Mycorrhizal Inoculum:

Mycorrhizal Inoculum for Plant Materials from Container Stock: In addition to providing Fertilizer/Planting Tablets, provide a dual soil-conditioning biological inoculum system of endo-and ecto- Mycorrhizal to further aid the plants ability to efficiently uptake available soil nutrients and also increase resistance to drought. Approved suppliers include:

7-gram Myco-Pak, Tri-C Enterprises LLC, Chino, CA, 800-927-3311

4 oz. Packet - Roots 1 Step, Roots, Inc., Independence, MO, 800-342-6173

MULCHES
Organic Mulch: Mulch shall be well composted and free from deleterious materials, debris, and weed seed. Suitable as a top dressing of trees, shrubs and groundcovers, consisting of following:

Type: Shredded recycled wood products consisting of 100% recycled, hand sorted, chipped and screened urban lumber. Color stained to dark brown using UV resistant organic mineral. Mulch shall be graded to average dimensions of one-half inches (1/2") to two inches (2") in length, and flat in cross section.

Coverage depth shall be a minimum of three inches (3"), or as indicated on the Contract Drawings.

Acceptable Products & Manufacturers: Dark Brown Decorative Mulch, American Soils Products, Richmond, CA, or equal.

STAKES
Trees with and w/out Grate: Two lodgepole pine tree stakes, 3' diameter, driven into soil outside of the tree's rootball area. One pair of flexible black vinyl tree ties for each pair of tree stakes, attached with 11/4" galvanized screws.

Tree ties: Cinch-Tie (V.I.T. Products, Inc, 800-729-1314, www.vitproducts.com). Or approved equal.

Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.

MISCELLANEOUS MATERIALS
Anti-Desiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's

instructions. (Aquatrols Corporation, Cherry Hill, NJ (609) 751-0309, or equal as approved by the Engineer).

Water: Clean, fresh, and potable.

Stress Reducing Agent: Roots Concentrate, as manufactured by Roots, Inc., New Haven, CT 203-786-5295, or equal as approved by the Engineer.

Wetting Agent and Soil Penetrant: Roots NoBurn, as manufactured by Roots, Inc., New Haven, CT 203-786-5295, or equal as approved by the Engineer.

17.04 EXECUTION

Installation practices of the landscape plant materials shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Engineer. Contractor shall notify the Engineer in writing the anticipated commencement date and length of duration of the landscape installation.

Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of Work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected. No planting shall be done in any areas until they have been satisfactorily prepared in accordance with this Section.

Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the Engineer, and their decision shall be final.

If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before commencing planting operations.

Should sub-surface drainage or soil conditions (high water table, excessive compaction, etc.) be encountered which would be detrimental to growth or survival of plant material, notify Owner's representative in writing, stating conditions and submitting a proposal covering cost of correction. If the Contractor fails to notify Owner's representative of such conditions, he shall be responsible for plant material under the guarantee clause of this Section.

No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as specified herein immediately after the removal of their containers. Containers shall not be cut prior to placing the plants in the planting area. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, and secure Engineer’s acceptance before the start of planting work. Make minor adjustments as may be required.

Prior to Work in this Section, Contractor shall examine previously installed Work from other trades and verify that such Work is complete and as required, to the point where the installation of the landscape may commence properly.

TECHNICAL PROVISIONS

Planting areas, which become compacted in excess of 85% relative compaction due to construction activities, shall be tilled and thoroughly cross-ripped to a minimum depth of 9" to alleviate the condition, taking care to avoid all existing subsurface utilities, drainage, etc.

PROTECTION OF SITE

Contractor shall protect existing and new improvements and systems installed prior to planting installation. Maintain protection in place until completion of Work and maintenance period.

Protect concrete paving, headers, and drainage from staining due to contact with wet nitrogen stabilized mulch/sawdust, or contact with chelated iron. Correct any stained concrete.

AGRONOMIC SOILS REPORT RECOMMENDATION

A soil fertility test was conducted on the project soil and the recommendations incorporated herein. Additional testing may be completed by the Contractor at his/her own expense.

FINISH GRADING

Finish grading shall be as indicated on the Civil Engineer Drawings, unless otherwise noted on the Contract Drawings prepared by the Engineer or noted herein this Section. Contractor shall report discrepancies (if any) to the Engineer and Civil Engineer for clarification and resolution.

Finish grades shall be measured at the top surface of surface materials. The finish grade below adjacent paving, curbs, or headers shall be three (3") inches in shrub and/or groundcover areas.

Remove all rocks two (2") inches and larger to a depth of four (4") inches below finish grade of shrub and groundcover areas and all other growth or debris from the site.

Fill gullies or ruts in excess of one (1") inch deep on areas to be planted with shrubs and groundcovers using adjacent soil, and compact soil to adjacent finish grade of soil.

Contractor shall take every precaution to protect and avoid damage to sprinkler heads, irrigation lines, drainage lines, improvements by other trades, and all underground utilities during grading and conditioning operations. The Contractor shall maintain established site grades and drainage during all stages of landscape construction.

The finish grading shall be smooth, uniform, and free from abrupt grade changes and depressions to insure positive drainage of the site. All surface drainage shall drain away from buildings, walls, and walks, and shall drain towards roadways, streets, gutters, drains, and catch basins.

Final grades shall be acceptable to the Engineer before commencement of planting operations. Planting or other landscape site construction improvements installed without prior approval of finish grades by the Engineer shall be re-installed under requirements of this Section and other Sections of the Contract Specifications, with no additional cost to the Owner.

TECHNICAL PROVISIONS

LEACHING
Apply gypsum. Provide 3-4 applications of irrigation at the recommended rate for the plant type to move salt out of the root zone.

PREPARATION

Layout of Work: Drawings are to be considered schematic unless specifically dimensioned. Check all Drawings and make work conform to all conditions shown thereon.

Locate all underground utility lines still in use and take proper precautions to avoid damage to such improvements. In the event of a conflict between such lines and plant material locations, the Contractor shall notify the Engineer. The Contractor assumes all responsibility for making any or all repairs for damages resulting from Work as specified herein

Stake out exact plant locations on the job to suit actual conditions. Verify with Owner's representative any variations prior to planting. Locations so determined are Contractor's responsibility and changes required because of such actions shall be by Contractor at no extra cost to Owner.

Weed and Debris Removal: Prior to any planting or soil amendment placement, work area shall be free of weeds, native grasses, Bermuda grass, Kikuyu grass, all construction debris, base rock, refuse and paving material to full depth where occurs in planting areas.

Plant Material Protection: Existing plant material to remain shall be protected from damage. Do not stockpile material or equipment within 25' of dripline. Trenching adjacent to roots shall be performed in accordance with the irrigation specs.

Plant Material Removal: All vegetation, stumps, and roots 1" in diameter and larger shall be removed 2 feet below existing ground surface or to subgrade, whichever is deeper. Fill all stump and roots holes with suitable material in accordance with fill and compaction requirements.

GROUND COVER AND PLANT BED PREPARATION – IMPORT SOIL

Planting Soil Depth: Full depth of 24” plus transition layer where ever planting occurs.

Loosen subgrade of planting bed areas to a minimum depth of six inches (6”) below depth required for planting soil. Excavation of existing soil from the planting area may be required. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous materials. Hand scarify existing site soil on sides of planting beds to encourage lateral root growth.

Spread planting soil mixture in 6” lifts to depth required meeting thickness, grades, and elevations shown, after light rolling and natural settlement. Place first lift of planting soil mixture and work into

the top of loosened subgrade to create a transition layer and then place remainder of planting soil mixture.

If amendment is required, spread amendments evenly on surface and incorporate using mechanical rotary and hand tools to achieve depth required meeting thickness, grades, and elevations shown, after light rolling and natural settlement.

Provide mycorrizal inoculum.

Where excavation and bed preparation practices are determined by the Engineer to cause damage to roots of existing trees to remain, a revised depth of 6-12" for planting soil plus transition layer may be approved. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous materials.

GROUND COVER AND PLANT BED PREPARATION – AMEND EXISITNG SOIL
Planting Soil Depth: Full depth of 10" plus transition layer where ever planting occurs.

Loosen subgrade of planting bed areas to a minimum depth of six inches (6") below depth required for planting soil. Excavation of existing soil from the planting area may be required. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous materials. Hand scarify existing site soil on sides of planting beds to encourage lateral root growth.

Spread amendments and mycorrizal inoculum evenly on surface and incorporate using mechanical rotary and hand tools to achieve depth required meeting thickness, grades, and elevations shown, after light rolling and natural settlement.

Where excavation and bed preparation practices are determined by the Engineer to cause damage to roots of existing trees to remain, a revised depth of 6-12" for planting soil plus transition layer may be approved. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous materials.

Soil Amendment Rate per 1000 square feet

5 CY	Compost
40pounds	Agricultural Gypsum
6 pounds	Blood Meal (13-0-0)
6 pounds	Feather Meal (12-0-0)

Apply iron and/or manganese chelate at the manufacturer's minimum label
Rate to provide nutrient supplement to correct minor deficiency.

The compost rate may change based on the analysis of the chosen organic amendment. This rate is based on 270 lbs dry weight of organic matter/ cu. yd. of amendment.

TECHNICAL PROVISIONS

EXCAVATION FOR TREES AND SHRUBS
Pits and Trenches: Excavate with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation.

Container-Grown Trees and Shrubs: Excavate to three times (3x) the container width and depth, plus the following setting-layer depth, or as further directed by the Engineer:

Setting Layer: Place firmly tamped planting soil under the rootball to prevent settling and allow drainage to less compacted zones outside the rootball.

Set top of rootball even with finish grade.

Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill.

Obstructions: Notify Engineer if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

Hardpan Layer if applicable: Drill six-inch (6") diameter holes into free-draining strata or to a depth of ten (10') feet , whichever is less, and backfill with free-draining material. Should this work be required by the Engineer based on site conditions, compensation will be paid as an additional pay item. No compensation will be made unless directed in writing by the Engineer.

Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

Fill excavations with water and allow to percolate out, before placing setting layer and positioning trees and shrubs.

PLANTING TREES AND SHRUBS
Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.

Carefully remove containers so as not to damage root balls.

Place stock on setting layer.

Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

In non-sidewalk planter locations, dish and tamp top of backfill to form a three inch (3") high mound around the rim of the pit. Do not cover top of root ball with backfill.

Planting Tablets Application:

TECHNICAL PROVISIONS

Planting tablets shall be spread equally around the perimeter of the planting hole, to within three (3") inches of the finished grade of the soil, at the following rates:

One (1) 7-gram tablet per liner, plug, flat-size plant, or 4" pot.

Three (3) 7-gram tablets per one (1)-gallon container stock.

Nine (9) 7-gram tablets per five (5)-gallon container stock.

Fifteen (15) 7-gram tablets per fifteen (15)-gallon container stock

Sixteen (16) 7-gram tablets per each 24"-box tree stock.

Contractor shall not provide planting tablets for California native plant materials, as directed by the Engineer. Contractor shall verify with the Engineer in writing as to which shrubs do not receive planting tablets.

Plant Settling: Any tree or shrub that has settled deeper than the surrounding grade shall be raised to the correct level, to the satisfaction of the Engineer.

PRUNING PLANT MATERIAL

At no time shall any plant material be pruned, trimmed, thinned, shaped, or topped prior to delivery. Any pruning, trimming, thinning, shaping, or topping of plant material shall be only conducted on the Project Site, and under the presence and direction of the Engineer. Any plant material that has been pruned and delivered to the Project Site without prior approval by the Engineer or approved Certified Arborist shall be rejected.

When directed by the Engineer or an approved certified Arborist, Contractor shall prune, thin, and shape plant material according to standard horticultural practice to preserve the natural character of the plant material.

Prune trees to retain required height and spread. Unless otherwise directed by the Engineer or Certified Arborist, do not cut tree leaders; remove only injured or dead branches from flowering trees.

All pruning and remedial work shall be done under continuous supervision of the Engineer or approved Certified Arborist, and per ANSI A-300 Pruning Standards. The Arborist shall be certified by the International Society of Arborists (ISA); or the Certified Arborist who is a member of the American Society of Consulting Arborists, in compliance with ISA and ANSI Standards.

Provide pruning, cabling and bracing, irrigation, pest and disease control and other remedial treatments as recommended by the Engineer or approved Certified Arborist, as required, to assure the long-term health of the trees and existing vegetation, and the safety of persons and property.

TECHNICAL PROVISIONS

TREE STAKING AND TYING

For trees using double Tree Stakes: Locate the Tree Stakes in a line with trunk of tree, at the closest point to the main trunk as possible yet outside of the branch canopy. Do not damage the tree trunk nor penetrate the root ball with the Stakes. After setting the tree in the tree planting pit, and prior to any backfilling operations, firmly drive the tapered end of the Stake into the soil on the side of the prevailing wind. Install the second Stake in a similar fashion on the direct opposite side of the tree. Stakes shall be set plumb. Do not splinter or damage the Stakes. The depth of the Stakes in the undisturbed native subgrade shall be a minimum of 1'-6", or adequate enough to minimize any movement of the Stakes

Install the tree ties to the tree per the recommendation of the manufacturer of the tree ties, and secure to the wooden tree stakes with the galvanized tree tie nails. The tree shall be supported accordingly to assure a straight, firm position of the tree canopy, yet to allow enough slack to avoid rigid restraint of the tree.

Remove nursery stakes.

Provide additional tree ties, as directed by the Engineer, to tree trunks and stakes, to firmly support tree trunk and canopy.

PLANTING GROUND COVERS, PLANTS, AND VINES

Spacing: Space ground cover and plants at spacing indicated on the Contract Drawings. Plants shall be triangular spaced, or as indicated on the Contract Drawings.

Dig holes large enough to allow spreading of roots, and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

Plant Settling: Any groundcover or other plant that has settled deeper than the surrounding grade shall be raised to the correct level.

MULCHING

Mulch backfilled surfaces of pits, trenches, planted areas, and other areas indicated.

Organic Mulch: Apply 2" thickness of organic mulch level with adjacent finish paving grades. Transition from full depth to reduced depth at paving over 12". Do not place mulch against trunks or stems.

INSTALLATION OF MISCELLANEOUS MATERIALS

Apply anti-desiccant using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage.

When deciduous trees or shrubs are moved in full-leaf, spray with anti-desiccant at nursery before moving and again two (2) weeks after planting.

TECHNICAL PROVISIONS

CLEANUP AND PROTECTION
During landscaping operations, keep pavements clean and Work area in an orderly and safe condition. Contractor shall remove all trash caused from his Work on a weekly basis throughout the duration of the Work.

Protect landscaping from damage due to landscape operations, operations by other Contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

Upon completion of his Work under this Section, the Contractor shall remove all rubbish, waste, debris, excess construction materials, and other items resulting from construction operations offsite as described herein this Section and directed by the Engineer.

All scars, ruts, or other marks in the ground caused by the Contractor's Work shall be repaired.

Remove all equipment and implements of service, and leave the entire Project Site area in a neat, clean, and Owner-approved condition. All sidewalks, driveways, pavements, and site areas shall receive a broom-clean treatment or other cleaning treatment as directed by the Engineer.

CLEAN-UP
Prior to pre-maintenance inspection, remove all debris, dirt, rocks, trash, etc. from paving, sidewalks, and other non-planter areas. Be prepared to wash all paved areas clean with either a water truck or fire hose or other large suitable equipment capable of accomplishing the work quickly.

DISPOSAL OF SURPLUS AND WASTE MATERIALS
Disposal: Contractor shall remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

PRE-MAINTENANCE INSPECTION
Upon receipt of Contractor's written notification that all construction and installation work has been completed, a date for pre-maintenance inspection will be scheduled. At the time of pre-maintenance inspection:

a. All debris shall be removed from site, all pavements swept clean and all foliage shall be washed clean.
b. All planting areas shall be free of weeds and neatly cultivated at time of inspection.
c. All plants and seeding shall be installed per the plans and specifications.
d. Trees shall be installed at specified finish grade.
e. Tree stakes and tie shall be as specified.
f. Mulch shall be raked to a uniform surface.

Contractor, Landscape Architect and such others as the Landscape Architect directs shall be present at the inspection. If, after the review, the Landscape Architect is of the opinion that all work has been performed per the Contract Documents and that all plant materials are in satisfactory growing

condition, the Contractor will be given a written notice of acceptance of the planting portions of the Work and commencement of the Maintenance Period.

Work requiring corrective action or replacement shall be performed within 10 days after the Inspection. This work will not be accepted for the start of the maintenance period until all items noted as deficient during the inspection are corrected or completed. Corrective work and materials replacement shall be in accordance with the Plans and Specifications and shall be made by the Contractor at no cost to the Owner. Upon approval of work by Owner's representative, maintenance period shall begin.

FINAL REVIEW
A Final Review shall be performed upon completion of the Maintenance Period.

Contractor shall request attendance at the review by the Owner, Engineer, and other parties designated by the Owner of not less than one (1) week prior to the end of the Maintenance Period.

At the time of Final Review, planting areas shall be free of weeds and neatly cultivated. Contractor shall perform all necessary corrective work and replacement of materials as identified.

Work requiring corrective measures by the sole judgment of the Engineer shall be completed within ten (10) days of the Final Review.

Corrective Work and materials replacement shall be in accordance with the Contract Drawings and Contract Specifications, and shall be made at no expense to the Owner.

Maintenance Period shall be continued at no expense to the Owner as determined by the Engineer until final acceptance of the completed Work is accomplished.

Contractor shall request a review upon completion of corrective Work and materials replacement.

If, after review, the Engineer finds the Work has been performed in accordance with the Contract Drawings and Contract Specifications, and plant materials are in satisfactory growing condition, a written notice of acceptance at the end of the Maintenance Period shall be issued by the Engineer.

LANDSCAPE MAINTENANCE AND PLANT ESTABLISHMENT

General Landscape Maintenance: Work Specified in this Section- furnish all labor, material, equipment and services required to maintain the landscape as specified herein for a period of one (1) year (365 days). General Landscape maintenance includes providing an operable irrigation service.

Tree Maintenance: Work Specified in this Section- furnish all labor, material, equipment and services required to maintain the trees as specified herein for a period of two (2) years. Tree maintenance includes providing an operable irrigation service.

The Contractor shall continuously maintain all areas involved in this Contract during the progress of the work. Improper maintenance or possible poor condition of any planting at the termination of the

TECHNICAL PROVISIONS

scheduled maintenance period may cause postponement of the final completion date of the Contract. Maintenance shall be continued by the Contractor until all work is accepted by the Engineer.

Start of Maintenance Criteria - Maintenance Period shall not start until all elements of construction, planting, and irrigation for the entire project are completed and accepted in writing.

The Contractor shall request an inspection to begin the plant maintenance period after all planting and related work has been completed in accordance with the Contract documents. All groundcover areas shall be planted. If such criteria are met to the satisfaction of the Engineer, a field notification will be issued to the Contractor to establish the effective beginning date of the period.

The Contractor's Maintenance Period will be extended if the provisions required within the plans and specifications are not filled.

Prior to start of maintenance period, the Contractor shall submit a schedule of all activities planned during the maintenance period. This shall be accepted by the Engineer prior to the start of maintenance. All schedule changes shall be documented and accepted by the Engineer.

The Contractor shall provide protection of all planting areas against traffic or other damage by erecting fencing or other protection devices immediately after planting is completed. Warning signs, flags, and/or barricades shall be placed in high-traffic areas. Damaged areas shall be repaired immediately by the Contractor at no cost to the Owner.

All plant material installed under the Contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for a period of one (1) year. Any plant found to be dead or in poor condition due to faulty materials or workmanship, as determined by the Engineer, shall be replace by the Contractor at his expense.

General Landscape: The start of the Guarantee Period shall commence upon completion of the 1-year Maintenance Period.

Tree Maintenance: The start of the Guarantee Period shall commence upon completion of the 2-year Maintenance Period.

Any materials found to be dead, missing, or in poor condition during the maintenance period shall be replaced immediately. The Engineer shall be the sole judge as to the condition of the material. Material to be replaced within the Maintenance Period shall be replaced by the Contractor within fifteen (15) days of written notification by the Engineer.

Replacement trees covered by the Discretionary Tree Replacement shall be installed in or near the project area within twenty-one (21) days notice at the direction of the Engineer.

Normal progress inspection shall be requested by the Contractor from the Engineer at least seven (7) working days in advance of an anticipated inspection. Inspections shall be at the commencement and completion of the maintenance period.

TECHNICAL PROVISIONS

All conditions noted in Landscape Planting section shall apply herein.

FINAL ACCEPTANCE OF THE PROJECT
Prior to the date of the Final Inspection, the Contractor shall acquire from the Engineer approved, reproducible prints and final record from the job record set of all changes made to the all plans during construction, label said prints "As-Builts", and deliver to the Engineer and as required to any Local Agency. Prior to the date of Final Inspection, the Contractor shall deliver to the Engineer the "Landscape and Irrigation Guarantee" as required. Said guarantee shall be on the Contractor's letterhead and dated the final acceptance date.

All turn-over items noted in other specification sections shall be delivered prior to a Final Inspection.

MATERIALS
All materials used shall either conform to Landscape Planting specifications in other sections or shall otherwise be acceptable to the Engineer. The Engineer shall be given monthly record of all herbicides, insecticides, and disease control chemicals used.
Maintenance Fertilizer:
Composition: Nitrogen (N), phosphorous (P), and potassium (K) content.

Fertilizer shall be furnished in amounts recommended from the soil analysis, as reported from a qualified soil-testing agency. Refer to previous section.

Steamed Bone Meal: OMRI-certified, commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.

Blood Meal: OMRI-certified, or equal.

Feather Meal: OMRI-certified, commercial, supplied mixed with chicken manure to encourage decomposition, pelletized; minimum of 12% nitrogen.

MAINTENANCE
All areas shall be kept free of debris and all planted areas shall be weeded and cultivated at intervals of not more than ten (10) days. Watering, mowing, rolling, edging, trimming, fertilization, spraying, and pest control, as may be required, shall be included in the Maintenance Period.

The Contractor shall be responsible for maintaining adequate protection of the planting areas. Damaged areas shall be repaired at the Contractor's expense.

SHRUB AND GROUNDCOVER CARE
Watering: Ensure proper irrigation system operation. If required for supplemental watering, provide and maintain a large enough water basin around plants so that enough water can be applied to establish moisture through the major root zone. When hand watering, use a water wand to break the water force. Use mulches to reduce evaporation and frequency of watering.

TECHNICAL PROVISIONS

Weed Control: Keep basins and areas between plants free of weeds using hand and tool methods. Avoid frequent soil cultivation that destroys shallow roots. Use mulches to help prevent weed seed germination. Non-toxic treatments such as white vinegar may be used to control weeds in cracks. Use recommended legally approved herbicides only with written approval of the Engineer.

Insect and Disease Control: Apply non-toxic insecticidal soaps and other natural treatments. If infestation persists, maintain a reasonable control with insecticides after receipt of written approval by Engineer.

Fertilization:

Organic sources of fertilizer such as Alfalfa, Blood, Soybean and Cotton Seed Meal may be applied per the label rate. Alfalfa Meal at a rate of 20 pounds per 1000 square feet would provide slow release nitrogen for 2-3 months or a combination of Blood and Feather Meal at a total of 12 pounds per 1000 square feet would provide nitrogen for 3-4 months. Refertilization may be accomplished with a nitrogen only organic fertilizer during the growing season. In the fall and spring, substitute a complete organic fertilizer such as (5-5-5) applied at the manufacturer's label rate.

Replacement of Plants: Replace dead, dying, and missing plants with plants of a size, condition, and variety acceptable to Engineer at Contractor's expense.

TREE CARE

Watering: Ensure proper irrigation system operation. If required for supplemental watering, provide and maintain a 3 foot diameter or larger water basin around trees so that enough water can be applied to establish moisture through the major root zone. When hand watering, use a water wand to break the water force. Use mulches to reduce evaporation and frequency of watering.

Weed Control: Keep basins and areas below tree free of weeds using hand and tool methods. Avoid frequent soil cultivation that destroys shallow roots. Use mulches to help prevent weed seed germination. Use recommended legally approved herbicides only with written approval of the Engineer. Use of herbicides is discouraged in accordance with Alameda County Bay Friendly guidelines.

Insect and Disease Control: Apply non-toxic insecticidal soaps and other natural treatments. Refer to the Alameda County Bay Friendly guidelines for appropriate treatments. If infestation persists, maintain a reasonable control with insecticides after receipt of written approval by Engineer.

Pruning: Pruning shall be performed only under the supervision of a certified arborist with the express purpose and to remove low branches that inhibit safe passage by pedestrians, bicycles and vehicles. The following on-line information is useful: http://www.urbantree.org/index.html.

TECHNICAL PROVISIONS

Maintenance Every Three Months:

Inspect for and remedy any wear on trunk and branches against stakes, tree grate, or other item near tree.

Inspect tree stake and ties.

Check irrigation to each tree for clogging, flooding, erosion, breakage, or other harmful conditions.

During fall and winter seasons, provide selective pruning of trees under the direction of a certified arborist to eliminate poor branching structure, broken branch stubs, and branches below six feet that conflict with vehicular/pedestrian access and visibility. Do not prune leaders.

TREE STAKES:

Provide additional staking of trees as required to prevent leaning and damage. Material costs shall be reimbursed by the Owner.

Relocate stakes to better brace tree against wind and to provide proper support.

Provide additional or replacement ties for tree stakes.

Remove tree stakes from each tree as directed by the Engineer. Deliver stakes to City corporation yard as directed.

17.05 MEASUREMENT AND PAYMENT

"FINE GRADING LANDSCAPE AREAS" including fertilizer, soil amendments, leaching, soil conditioner, etc. Measured in a unit area of **SQUARE FEET** from field measurement**.**

"SOIL PREPARATION SHRUB, LAWN, TREE AREAS" including fertilizer, soil amendments, leaching, soil conditioner, etc. Measured in a unit area of **SQUARE FEET** from field measurement**.**

"IMPORT PLANTING SOIL" (amended) for planting areas. Measured in a unit of volume in **CUBIC YARDS**.

"ORGANIC MULCH": Measured in a unit of volume **CUBIC YARDS**. The contract unit price paid for "Mulch" shall be paid per cubic yard includes full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in placing the mulch, complete and in place, as indicated on the plans, specified in the Standard Specifications, these Specifications, and as directed by the Engineer, and no additional compensation will be allowed.

"SHRUBS AREAS": Measured in a unit of **SQUARE FEET** from field measurement.

"ROOT BARRIER": Measured in a unit of **SQUARE FEET** from field measurement.

"24-INCH BOX TREE'. Measured in a unit of **EACH** determined by actual count installed.

TECHNICAL PROVISIONS

"LANDSCAPE MAINTENANCE PERIOD": Measured in **LUMP SUM**.

The contract per unit paid for the above items shall include compensation for landscape planting all the labor, materials, tools, equipment and incidentals for doing all the work involved in the transport, preparation and execution of planting soil, finish grading, testing, staking, plant material, landscape materials, etc. complete and in place, all as indicated on the plans, specified in the Standard Specifications, these special provisions, and as directed by the Engineer, and no additional compensation will be allowed.

ATTACHMENT D

City of Belmont
Hill Street and El Camino Real HAWK Crossing Project
City Contract Number 2026-652
Construction Management/Inspection Services
Proposed Work Hours and Budget
Tanner Pacific, Inc.

16-Apr-26

Personnel/Service	Hours and Hourly Rates				Phase I Procurement	Phase II Construction			Close-Out
	Months	Hours	Rate	Amount	Aug-26	Month 1	Month 2	Month 3	Jan-27
Tanner Pacific Labor									
Pre-Construction									
Project Advisor/Principal		2	$ 300	$ 600	2				
CM/PM		8	$ 240	$ 1,920	8				
Office Engineer		40	$ 160	$ 6,400	40				
Inspector		-	$ 235	$ -					
Phase I Subtotal				**$ 8,920**					
Construction									
Project Advisor/Principal		2	$ 300	$ 600		2			
CM/PM		28	$ 240	$ 6,720		8	8	8	4
Office Engineer		144	$ 160	$ 23,040		40	40	40	24
Inspector		248	$ 235	$ 58,280		80	80	80	8
Construction Subtotal				**$ 88,640**					
Other Direct Costs									
Inspector Vehicle	1.5		$1,600	$ 2,400		0.5	0.5	0.5	
ODC Subtotal				**$ 2,400**					
Optional Services									
Additional Inspection		-	$250	**$** -					
Additional ODC (Inspector Vehicle)	0.0		$1,600	**$** -					
Optional Services Subtotal				**$** -					
Total (w/out Optional Services)				***$ 99,960***					
Total (w/ Optional Services)				***$ 99,960***					

Notes and Assumptions:

Start of Services	1-Aug-26
Construction NTP	1-Oct-26
Close Out	Jan-2027

1. Budget is based on the service start dates laid out above.
2. TPI rates include normal operating and home office expenses such as telephone, computers, in-house reproduction. The budget does not include any expenses for a field trailer.
3. Budget is based on the construction duration shown above. Time extensions will require an amendment to cover the additional costs.
4. Hours shown for preconstruction are for document review, setup of preconstruction meeting, etc. Constructability review scope is not requested for this work.
5. Services are provided on an hourly basis. Tanner Pacific, Inc. has no obligation to provide services above the budget without a fee adjustment.
6. This estimate is being provided based on incomplete construction documents without a firm date for start of services.
7. Project involves construction work which may continue beyond scheduled work hours. This budget does not include OT. OT rates are one and one-half times the standard hourly rate.
8. Inspector hourly wages are subject to California Prevailing Wage and assumes normal working hours and no work on Holidays.
9. An escalation rate not to exceed 5% will be applied to proposed Billing Rates for the prior year on January 1st of each subsequent year of the contract.
10. All Subconsultants invoiced at cost plus 10 percent markup.

STAFF REPORT

Meeting Date:	April 28, 2026
Agency:	City of Belmont
Staff Contact:	Ken Stenquist, Chief of Police. (650) 595-7400 kstenquist@belmont.gov
Agenda Title:	San Mateo County Animal Care and Control Services Agreement Extension
Agenda Action:	Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute a three-year extension of the agreement with the County of San Mateo for animal care and control services beginning July 1, 2026.

Strategic Focus Area

Public Safety

Background

In 1952, the County contracted with the Peninsula Humane Society & SPCA (PHS) for animal control field and sheltering services, providing for one of the longest running regional/shared service in San Mateo County. Each of the 20 cities in the County contracts for these services to ensure cost savings.

The mandated animal control services are provided by PHS in a 45,000 square foot County owned facility at 12 Airport Boulevard in San Mateo. Services at this location include receiving, housing and sheltering stray animals; and spay/neuter, vaccination clinics, licensing, micro-chipping, veterinary care and animal behavior. The location is staffed with community response teams and serves as a location for individuals searching for lost pets or those in need of surrendering animals. In addition, animal control provides a comprehensive range of services to support public safety and animal welfare, including rescuing animals, capturing strays, investigating animal bites or attacks, and responding to injured, sick, or aggressive domestic animals and wildlife.

On May 25th, 2021, the City Council approved a 5-year contract with the PHS for animal care and control services. This contract was developed in concept and reviewed by a working group of County staff, San Mateo County City Managers Association (SMCCMA), and other interested city participants (for example some Police Departments' personnel). The SMCCMA also established a standing committee to conduct an in-depth review of the contracts, performance audits, cost sharing formulas, and strategic direction for provision of countywide animal control services.

Analysis

The current animal care and control contract agreement between the County and PHS is set to expire on

June 30th, 2026. However, there is a clause in the existing contract that reads as follows:

1. *Term: Except as otherwise provided herein, and subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021, through June 30, 2026. The parties may extend the term for an additional three years if the parties mutually agree in writing.*

The County has met with PHS and both parties agree to extend the Animal Care and Control Services contract for another three years until June 30, 2029. With the three-year extension to the existing contract there are a few listed modifications to the agreement.

These modifications are as follows:

4.1.a The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7.

Fiscal Year	Amount
2023-2024	$6,499,455.67
2024-2025	$6,674,024.00
2025-2026	$6,858,739.01
2026-2027	**$7,037,138.11**
2027-2028	**$7,220,177.44**
2028-2029	**$7,407,977.72**

This is less than a 3% increase a year for the contracted animal control services.

Section 4 County Responsibilities under 4.1 of the agreement are amended to read as follows:

4.1.b The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 (the table in 4.2 includes the payment for the contract PetData for approximately $1,096,827 for five years, which is $219,365 yearly and which will end on June 30, 2027).

Current Contract 2022-2027	Amount
One year license	$4.28 per license
Multi-year license	$4.28 for the first year and $2 for each additional year
Late fees collected	$2.50 collection service fee for each license
Replacement tags	$4.28 per tag
Bank and supply fees	Actual cost

Section 4 County Responsibilities under 4.2 of the agreement is amended to read as follows:

4.2 The County shall provide the administrative services as outlined in this Agreement for the following estimated amounts to be charged to and paid by the Cities. Costs may vary as labor negotiations and

internal service charges are negotiated at a Countywide level. Cities will only be invoiced for the actual costs to provide said services as outlined in this Agreement and are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2023-24	$814,086
2024-25	$822,227
2025-26	$846,894
2026-27	**$872,301**
2027-28	**$898,470**
2028-29	**$925,424**

Section 4 County Responsibilities under 4.3.j has been removed from the agreement. This section was to arrange a performance audit or fiscal assessment of the Animal Control Contractor PHS. The county released an RFP in January to find a vendor to perform an audit of PHS and felt that it would not be fiscally responsible to turn around within three years and conduct another audit within three years and would wait until the new contract in 2027 and write it into the new contract. This is the reason for removal.

Section 5 General Provisions under 5.8 Term and Termination of the agreement are amended to read as follows:
5.8 Term and Termination. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021, through June 30, 2029.

Alternatives
1. Take no action.
2. Provide alternate direction.
3. Return to staff of additional information.

Attachments
A. Resolution
B. Amendment to the Animal Care and Control Agreement Between San Mateo and the Cities
C. Existing Animal Care and Control Agreement

Fiscal Impact
☐ No Fiscal Impact

☒ Funding Source Confirmed: Belmont's net share of the animal care and control services for FY 2026-27 is estimated at $179,779 and has been incorporated into the proposed FY 2026-27 budget under the Police Department, General Fund Account 101-2-601-8351. Future funding for the term of this service agreement is contingent on annual Council budget appropriation.

Source:	**Purpose:**	**Public Outreach:**
Staff	Statutory/Contractual Requirement	Posting of Agenda

AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND the Cities

THIS AMENDMENT TO THE AGREEMENT, entered into this _____. 20___, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside, each hereinafter individually called a "City" and collectively called "Cities".

W I T N E S S E T H:

WHEREAS, such agreements are authorized and provided for by Section 51300, et seq. of the California Government Code and under the Parties respective police powers;

WHEREAS, the Cities and County, hereinafter collectively called "Parties", entered into an Agreement for animal care and control, shelter services and animal licensing, in which the County agrees to facilitate provision of and the Cities agree to reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing hereinafter set forth, as they have done for over 70 years with the current Agreement expiring on June 30, 2021; and

WHEREAS, in order to facilitate coordinated countywide system of animal care and control, shelter services, and animal licensing as desired by Cities, County is agreeable to facilitating the provision of such services on the terms and conditions as hereinafter set forth; and

WHEREAS, On June 6, 2021, the Cities entered into an agreement with the County to facilitate and coordinate animal control and licensing on a countywide basis on behalf of the Cities and County for a term of 5 years ending on June 30, 2026.

WHEREAS, the Cities and County wish to amend the Agreement to extend the term up to June 30, 2029.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 2 Definitions under 2.3 Animal Control Program of the agreement is amended to read as follows:

2.3 Animal Control Program: The program within the County Health, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within the territorial limits of the County.

Section 2 Definitions under 2.6 Animal Licensing Service of the agreement is amended to read as follows:

2.6 Animal Licensing Program: The program within the San Mateo County Health, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal licensing within its jurisdiction

Section 2 Definitions under 2.9 Holidays of the agreement is amended to read as follows:

2.9 Holidays: Federally designated holidays with the addition of Easter and exclusion of Columbus Day/Indigenous Peoples' Day, in accordance with the Animal Control Contractor's and Animal Licensing Contractor's existing labor contracts

Section 3 Each City's Responsibilities under 3.3 Designation of Animal Control & License Revenue Collector of the agreement is amended to read as follows:

3.3 Designation of Animal Control & License Revenue Collector. Each City hereby designates County Health or County's designated contractor as the entity authorized to collect, at Cities' cost, animal control and licensing revenue on the part of each City

Section 4 County Responsibilities under 4.1.a of the agreement is amended to read as follows:

4.1.a The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	$6,189,290.95
2022-23	$6,327,480.28
2023-24	$6,499,455.67
2024-25	$6,674,024.00
2025-26	$6,858,739.01
2026-27	$7,037,138.11
2027-28	$7,220,177.44
2028-29	$7,407,977.72

Section 4 County Responsibilities under 4.1.b of the agreement is amended to read as follows:

4.1.b The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above (the table in 4.2 includes the payment for the contract Petdata for approximately $1,096,827 for five years, which is $219,365 yearly and which will end on June 30, 2027).

Current Contract 2016-2021	Amount
One year license	$4.28 per license
Multi-year license	$4.28 for the first year and $2 for each additional year
Late fees collected	$2.50 collection service fee for each license
Replacement tags	$4.28 per tag
Bank and supply fees	Actual cost

Section 4 County Responsibilities under 4.2 of the agreement is amended to read as follows:

4.2 The County shall provide the administrative services as outlined in this Agreement for the following estimated amounts to be charged to and paid by the Cities. Costs may vary as labor negotiations and internal service charges are negotiated at a Countywide level. Cities will only be invoiced for the actual costs

to provide said services as outlined in this Agreement and are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	$790,835
2022-23	$790,375
2023-24	$814,086
2024-25	$822,227
2025-26	$846,894
2026-27	$872,301
2027-28	$898,470
2028-29	$925,424

Section 4 County Responsibilities under 4.3.j of the agreement is amended to read as follows:

Section 4 County Responsibilities under 4.3.j has been removed from the agreement.

Section 5 General Provisions under 5.8 Term and Termination of the agreement is amended to read as follows:

5.8 Term and Termination. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2029.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2021 through June 30, 2026. Each City is responsible for its annual percentage share under this Agreement for the entire term of this Agreement.

In the event any City fails to pay its percentage share as set forth in this Agreement and Exhibit B, every other City shall promptly pay its Proportionate Share of Cost of the non-payment, unless and until the County is able to recover the non-payment from the late or non-paying City.

This Agreement shall automatically terminate in the event of termination of the Animal Control Services Agreement. Upon termination, the County shall have no further obligation to provide, facilitate or coordinate services specified herein or in the Animal Control Services Agreement or Animal Licensing Services Agreement. Each City shall promptly pay its Proportionate Share of Cost as set forth in Exhibit B for all services rendered prior to termination.

Section 5 General Provisions under 5.15 Notices of the agreement is amended to read as follows:

5.15 Notices. Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

Any notices required by or given pursuant to this Agreement to any City shall be in writing and shall be delivered to the Clerk of that City at the address of the principal business offices of the respective City listed

in the introduction of this Agreement or at such other address as any City may specify in writing to the County.

In the case of County, to:
Name/Title: Lori Morton-Feazell, Program Manager of Animal Control and Licensing
Address: 1600 W. Hillsdale Blvd San Mateo, CA 94402
Telephone: 650.573.2623
Email: lmorton-feazell@smcgov.org

4. All other terms and conditions of the agreement dated [Enter information here], between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Health System Chief to execute this Agreement for and on behalf of the County of San Mateo. The Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

_____

Dated:

TOWN OF ATHERTON

ATTEST:

_____

Town of Atherton, Clerk

_____

by

_____

Dated:

CITY OF BELMONT

ATTEST:

_____

City of Belmont, Clerk

_____

by

_____

Dated:

CITY OF BRISBANE

ATTEST:

_____

City of Brisbane, Clerk

_____

by

_____ **CITY OF BURLINGAME**

Dated:

ATTEST:

_____ _____

City of Burlingame, Clerk by

_____

Dated:

TOWN OF COLMA

ATTEST:

_____

Town of Colma, Clerk

_____

by

_____

Dated:

CITY OF DALY CITY

ATTEST:

_____

City of Daly City, Clerk

_____

by

_____

Dated:

CITY OF EAST PALO ALTO

ATTEST:

_____

City of East Palo Alto, Clerk

_____

by

_____ **CITY OF FOSTER CITY**

Dated:

ATTEST:

_____ _____

City of Foster City, Clerk by

_____

Dated:

CITY OF HALF MOON BAY

ATTEST:

_____

City of Half Moon Bay, Clerk

_____

by

_____

Dated:

TOWN OF HILLSBOROUGH

ATTEST:

_____

Town of Hillsborough, Clerk

_____

by

_____

Dated:

CITY OF MENLO PARK

ATTEST:

_____

City of Menlo Park, Clerk

_____

by

_____ **CITY OF MILLBRAE**

Dated:

ATTEST:

_____ _____

City of Millbrae, Clerk by

_____

Dated:

CITY OF PACIFICA

ATTEST:

_____

City of Pacifica, Clerk

_____

by

_____ **TOWN OF PORTOLA VALLEY**

Dated:

ATTEST:

_____ _____

Town of Portola Valley, Clerk by

_____ **CITY OF REDWOOD CITY**

Dated:

ATTEST:

_____ _____

City of Redwood City, Clerk by

_____ **CITY OF SAN BRUNO**

Dated:

ATTEST:

_____ _____

City of San Bruno, Clerk by

_____

Dated:

CITY OF SAN CARLOS

ATTEST:

_____

City of San Carlos, Clerk

_____

by

_____

Dated:

CITY OF SAN MATEO

ATTEST:

_____

City of San Mateo, Clerk

_____

by

_____ **CITY OF SOUTH SAN FRANCISCO**

Dated:

ATTEST:

_____ _____

City of South San Francisco, Clerk by

_____

Dated:

TOWN OF WOODSIDE

ATTEST:

_____

Town of Woodside, Clerk

_____

by

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE FOR FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES

THIS FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES AGREEMENT, hereinafter called "Agreement", entered into this first day of July, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside, each hereinafter individually called a "City" and collectively called the "Cities";

WITNESSETH

WHEREAS, the Cities have passed and are responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Cities; and

WHEREAS, the Cities and County, hereinafter collectively called "Parties", wish to enter into a written agreement for animal care and control, shelter services, and animal licensing, in which the County agrees to facilitate provision of and the Cities agree to reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing hereinafter set forth, as they have done for over 70 years with the current Agreement expiring on June 30, 2021; and

WHEREAS, in order to facilitate coordinated countywide system of animal care and control, shelter services, and animal licensing as desired by Cities, County is agreeable to facilitating the provision of such services on the terms and conditions as hereinafter set forth; and

WHEREAS, the Cities desire the County facilitate and coordinate animal control and licensing on a countywide basis on behalf of the Cities and County for a term of 5 years ending on June 30, 2026; and

WHEREAS, such agreements are authorized and provided for by Section 51300, et seq. of the California Government Code and under the Parties respective police powers.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

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

Exhibit A— Contract Areas
Exhibit B— Proportionate Share of Cost
Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA
Attachment 2 - Agreement between County of San Mateo and PetData Inc.
Attachment 3 - Memorandum of Agreement Regarding Funding For Construction Of An Animal Care Shelter

2. Definitions

2.1 **Administrative Costs:** The actual costs, including, but not limited to, salaries, benefits, dispatch, and equipment maintenance, incurred by the County to administer the Animal Control Program and Animal Licensing Program as outlined in this Agreement in an effort to facilitate a coordinated countywide system.

2.2 **Animal Control Contractor:** The contractor selected as set forth in Section 5.2 of this Agreement, which is specifically charged with providing services and enforcing laws relating to h animal care and control, shelter services and animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.

2.3 **Animal Control Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within the territorial limits of the County.

2.4 **Animal Control Services Agreement or Services Agreement:** Agreement in which the Animal Control Contractor agrees to perform on behalf of Parties and the County agrees to compensate, using County and City funds, the Animal Control Contractor for performance of certain

specified animal care, animal control, and shelter services as provided for in this Agreement.

2.5 **Animal Licensing Contractor:** The contractor as set forth in Section 5.2 of this Agreement, which is specifically charged with administering and enforcing laws dealing with animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.

2.6 **Animal Licensing Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal licensing within its jurisdiction.

2.7 **Animal Licensing Services Agreement:** Agreement in which the Animal Licensing Contractor agrees to perform on behalf of the Parties and the County agrees to compensate, with County and City funds, Animal Licensing Contractor for performance of certain specified animal licensing services as provided for in this Agreement.

2.8 **City or Cities:** Any or all of the cities listed in Exhibit A, attached and incorporated by reference herein.

2.9 **Holidays:** Federally designated holidays with the addition of Easter and exclusion of Columbus Day, in accordance with the Animal Control Contractor's and Animal Licensing Contractor's existing labor contracts.

2.10 **Impounded Animal:** An animal that has been picked up by Animal Control Contractor, other public employee or officer, or by a private citizen and deposited at the County animal shelter.

3. Each City's Responsibilities

3.1 **Delivery of Animals.** Any animal taken into custody by an employee or officer of the County or an employee or officer of a City shall be delivered to the Animal Control Contractor at the County animal shelter or held in a humane way at a designated holding area until it can be picked up by Animal Control Contractor.

3.2 **Uniform Ordinances and Citation Authority.** This Agreement is based on an expectation that each City will adopt and maintain animal control ordinance(s) which are substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as they currently exist or maybe amended by County from time to time, to be effective within each City's territorial limits. The

fee schedule adopted by each City shall be the same as outlined in Chapter 6.04.290, as may be amended by County from time to time, of the San Mateo County Ordinance Code, hereinafter "County Ordinance".

City acknowledges that the County plans to amend its animal control ordinances, with the goal for adoption within the next twelve (12) months.

Enforcement of provisions of any City's ordinance to the extent that it differs substantially from the County Ordinance, as amended by County from time to time, and results in an increase to Animal Control Contractor's costs, shall be reimbursed directly by the City requiring additional services, as negotiated between the City requiring additional services and the Animal Control Contractor. Provision of services under the Animal Control Services Agreement shall take priority over such additional services provided separately pursuant to this Section.

3.3 **Designation of Animal Control & License Revenue Collector.** Each City hereby designates the Health System of the County or County's designated contractor as the entity authorized to collect, at Cities' cost, animal control and licensing revenue on the part of each City.

3.4 **Permits for Public Events.** Each City shall request input from the Animal Control Contractor prior to issuing permits for public exhibitions and events which include animals. The Animal Control Contractor is entitled to recover costs directly from the City in which exhibition or event will be located which relate to staffing that may result during or after the exhibition or event. Such costs will be collected by the Animal Control Contractor based on a fee schedule approved by the City in which the event is taking place, or as agreed between the Animal Control Contractor and the individual City. Any agreement with the Animal Control Contractor will require expeditious review of permits and input to the City. The provisions of this paragraph do not apply to public exhibitions and events where the only animals included in such events are anticipated to be service animals or police dogs.

3.5 **City Liaison.** Each City shall designate a representative to act as a liaison for animal control and licensing administration and enforcement issues for when County requests input from the City. If no contact person is designated, the City contact person shall be the City Manager.

3.6 **Defense of Dangerous/Vicious Animal Determinations, Spay/Neuter Requirements, and Service Animal Designations.**

Parties acknowledge that each City is and will remain solely responsible for arranging and conducting hearings under its Dangerous and Vicious

Animal, Spay/Neuter, and Fancier Ordinances, including but not limited to providing hearing officers and a location for the hearings. The cost to hold the hearing will be the sole responsibility of each City and collection of the hearing fee, based on the City's fee ordinance, will be collected and retained by the City.

However, the Parties agree that, at a City's option and for its convenience, a City may utilize County offices and/or the services of the County hearing officers for purposes of conducting Dangerous/Vicious Animal Hearings under the provisions of each City's Dangerous and Vicious Animal Ordinance, Spay/Neuter Hearings under the provision of each City's Spay/Neuter Ordinance, and/or Fancier Hearings under the provision of each City's Fancier Ordinance. The hearing fee, based on the City's fee ordinance, will be collected from the person requesting the hearing by the County under the terms of this Agreement, if possible. If such fee is not collected, the City shall remain responsible for such costs.

The Parties also recognize that in the event a City elects to utilize the services of a County hearing officer, the City remains solely responsible for the defense of any appeal of or challenge to an administrative decision rendered by the hearing officer. Further, the City remains responsible for any claims, damages, costs or other losses resulting from any decision, act or omission of the hearing officer acting in the course and scope of his or her capacity as hearing officer or from any court judgment based on claims, actions or appeals resulting from Dangerous/Vicious Animal hearings, decisions or findings; Spay/Neuter requirements, hearings, decisions or findings; and/or Fancier requirements, hearings, decisions or findings made under each City's ordinances.

Furthermore, the Parties agree that, at a City's option and for its convenience, County offices will issue Service Animal tags and Breeder/Fancier Permits on behalf of each City upon County's determination that such tag or permit shall be issued on behalf of the City. Each City shall remain responsible for the decision to issue or not issue a Service Animal tag and/or issue or not issue a Breeder or Fancier Permit and shall remain responsible the defense of any action or claim and payment of any claims, damages, costs, or other losses resulting from such decision.

3.7 In consideration of the services that will be coordinated and facilitated by County and provided by the Animal Control Contractor and Animal Licensing Contractor in accordance with all terms, conditions, and specifications set forth herein, and in the exhibits and attachments incorporated by reference herein, each City shall pay County based on

the rates and in the manner specified below.

Proportionate Share of Costs. Each City's proportionate share of the cost of services ("Proportionate Share of Costs") provided under this Agreement shall be calculated as a percentage representing:

a. That City's percentage of total field services provided, averaged over the prior three calendar years;

b. That City's percentage of total shelter services provided, averaged over the prior three calendar years;

c. With field services weighted at 41% and shelter services weighted at 59%.

Net Program Costs. Each City shall pay the net program costs attributable to that City ("Net Program Costs") which will be calculated as follows:

a. Determine total expenses for all services including Administrative Costs as defined in Section 2 of this Agreement and Animal Control Contractor and Animal Licensing Contractor costs;

b. Subtract all revenue received, not including licensing revenue;

c. Attribute the balance to each City based on that City's Proportionate Share of Costs.

d. Subtract from each City's share of the balance the actual licensing revenue collected for that City during the previous calendar year.

Annual Invoices. Each City will be invoiced for its Net Program Costs as follows:

a. The County will calculate each City's Proportionate Share of Costs, estimate Net Program Costs for the following fiscal year (July 1 – June 30), and will send an estimated invoice containing that information to each City no later than March 31st of each year;

b. The County will send a final invoice ("Final Invoice") based on **actual** Net Program Cost to each City no later than December 15th of each year; and

c. Each City shall pay the County the amount shown on the Final Invoice no later than February 28th of each year.

4. County Responsibilities

4.1 Payments to be paid to Animal Control Contractor and Animal Licensing Contractor by the County and each City are as follows:

a. The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	$6,189,290.95
2022-23	$6,327,480.28
2023-24	$6,499,455.67
2024-25	$6,674,024.00
2025-26	$6,858,739.01

b. The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above (the table in 4.2 includes the payment for the contract Petdata for approximately $192,000).

Current Contract 2016-2021	Amount
One year license	$4.28 per license
Multi-year license	$4.28 for the first year and $2 for each additional year
Late fees collected	$2.50 collection service fee for each license
Replacement tags	$4.28 per tag
Bank and supply fees	Actual cost

4.2 The County shall provide the administrative services as outlined in this Agreement for the following estimated amounts to be charged to and paid by the Cities. Costs may vary as labor negotiations and internal service charges are negotiated at a Countywide level. Cities will only be invoiced for the actual costs to provide said services as outlined in this Agreement and are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	$790,835
2022-23	$790,375
2023-24	$814,086
2024-25	$822,227
2025-26	$846,894

4.3 In consideration of the payment provided for in Sections 3.7 and 4.2, the County shall, for the administrative convenience of the Cities and for the purpose of coordinating animal services countywide, provide the additional following administrative services:

a. Work with the City Attorney, designated City liaison or City Manager of each City on any issues that require input from the City, including, but not limited to, during and following the administrative hearing process.

b. Collect, maintain, and report available data as requested by each City, including, but not limited to, annual Performance Measures.

The Animal Control Program Manager or designee will monitor the performance of the Animal Control Contractor and Animal Licensing Contractor and will notify the City Liaison if there is a deficiency in service found. A meeting will be scheduled with Contractor and City liaisons to discuss a plan to correct the service deficiency.

c. With direction from each City, respond on behalf of each City to public inquiries regarding the Animal Control Program and the Animal Licensing Program.

d. Provide monthly report showing field, shelter, licensing activities, and Dangerous Animal Permit holders.

e. Provide dispatch services for after-hours/holiday calls for animal control and licensing.

f. Provide radio maintenance services on radio equipment owned by the Parties and used to perform services as outlined in Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA – Attachment M - County-Owned Radio Equipment.

g. For the convenience of the Cities, provide animal licensing tags for dogs, cats, animals held under a Dangerous Permit, and animals designated as Service Animals.

h. For the convenience of the Cities, make reasonable attempts to collect and provide collection services for:

1. Animal control fees that are deemed uncollectable by the Animal Control Contractor after reasonable efforts by the Contractor to collect; and

2. Licensing fees that are deemed uncollectable by the Animal Licensing Contractor after reasonable efforts by the Contractor to collect; and
3. Any other fees for services provided to each City under the terms of this Agreement.

The County's cost to provide collection services will be included in the administrative cost to facilitate this Agreement. The Cities acknowledge and agree that the County is not responsible for any fees that remain uncollected after reasonable efforts are made to collect. In the event that a City determines that additional collection efforts are warranted, it may undertake such efforts at its own expense. Any shortfall in revenues caused by uncollected fees shall be the responsibility of all Cities based on the proportionate share of costs.

i. Annually provide each City with the audit report required and completed as outlined in Attachment 1.

j. Annually, arrange and oversee a performance audit or fiscal assessment following the, Generally Accepted Government Auditing Standards (GAGAS) to assess whether the Animal Control Contractor is achieving efficiency and effectiveness in performance of the services provided and provide a copy of the performance audit to the Cities. The parameters of the audit and cost will be determined by a subgroup of all Parties through a County Request for Proposal process. Cities will be invoiced for the actual cost of said audit as outlined in Section 3.7 (estimate cost of $81,000 has been added to the administrative cost table in section 4.2).

k. For Spay/Neuter Assistance Vouchers:
1. Allocate one dollar from each annual license fee paid for a dog or cat to:
    i. When funds are available as determined by the County, assist pet owners and feral cat advocates with the cost to alter the dogs, cats, and feral cats that reside in the County on a county wide basis; and

    ii. As funds are available as determined by the County, execute outreach efforts to educate residents on the responsibilities of owning a pet and the importance of altering, vaccinating, and licensing all dogs and cats.

2. Issue, monitor and maintain a dog, cat, and feral cat database, allocating funds to the appropriate category of need based on the public's requests.

l. Pursuant to Section 3.6 of this Agreement, under the guidelines of the US Department of Justice and the Americans With Disabilities Act's definition of "Service Animal" for the administrative convenience of each City, and acting as a representative of each City, issue Service Animal tags on behalf of each City upon determination by the County on behalf of the City that such tag shall be issued.

m. If each City's ordinance so authorizes and the City so requests, review and process each City residents' requests and maintain files for Breeders and Fanciers Permits.

n. Dangerous Animal Designations:
   1. Issue Dangerous Animal tags when an animal has been so designated by a peace officer employed by any City or County or the Animal Control Contractor as such; and
   2. The County will invoice annually and make reasonable efforts to collect applicable fees for Dangerous Animal Permit holders; and
   3. Monitor data received from Animal Control Contractor; and
   4. Send monthly updated reports to each City's representative.

o. Pursuant to Section 3.6, for the administrative convenience of each City, and acting as a representative of each City, conduct administrative hearings for Dangerous and Vicious Animal designations under the guidelines of the applicable City's ordinance.

p. Pursuant to Section 3.6, for the administrative convenience of each City and acting as a representative of each City, conduct mandatory spay/neuter and/or fancier permit administrative hearings under the guidelines of the applicable City's ordinance, if any.

q. Provide in-person customer service at a minimum of two County locations that are open during normal business hours to enable residents the ability to obtain animal licenses and/or permits for all dogs and cats.

r. Work with San Mateo County veterinarians to ensure anti-rabies vaccination reporting as required by the County.

s. Receive, import, and export licensing and vaccination information from the Animal Licensing Contractor into the Animal Control Contractor database and vice versa on a weekly basis.

t. Under the guidance of the County's Health Officer, review and process requests from pet owners to exempt their pet from the requirement to obtain an anti-rabies vaccination as required by State law or County ordinance and report annually to the Department of Public Health.

u. Invoice animal owners pursuant to the County Fee Schedule 6.04.290, and similar City fee schedules, following a bite incident that requires a quarantine of said animal.

5. General Provisions

5.1 **Existing Agreements.** Upon execution of this Agreement, any prior existing agreements between the Cities and the County to facilitate and coordinate Animal Control and Animal Licensing Services will be terminated.

5.2 **Contracting for Services.** It is expressly understood and agreed that the County will contract with the Peninsula Humane Society and SPCA, a California nonprofit public benefit corporation (Animal Control Contractor), or such other contractor as the Board of Supervisors and Cities may designate, for the provision of Animal Control Services including field enforcement, shelter and treatment services referred to herein. Additionally, it is expressly understood and agreed that the County will contract with PetData, Inc. or such other contractor (Animal Licensing Contractor) as the Board of Supervisors and Cities may designate, for the provision of Animal Licensing Services.

Shelter Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Field Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Veterinary Medical Services. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

Operations. Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

5.3 **Animal Shelter**.
The Parties acknowledge:
1. That the new Animal Care and Control Shelter has been constructed and Contractor Peninsula Humane Society & SPCA is and will be occupying it for the term of this Agreement in order to provide animal

control services as set forth in Attachment 1.

2. The Parties have previously entered into a Memorandum of Agreement regarding Funding of Construction of an Animal Care Shelter, dated September 9, 2014 ("Memorandum"), attached and incorporated as Attachment 3. The Parties agree that the total cost of the shelter construction project is being updated as provided by Section 2 of the Memorandum, and the Parties agree that, when available, County will provide to Cities the final total cost of the Shelter construction which will be paid proportionately by each City as provided by the Memorandum. Further, the Parties acknowledge and agree that the proportionate share of each City will be amended as provided by section 3 of the Memorandum. The Parties acknowledge that continued animal control and shelter services to a City as provided herein is contingent on that City approving any amended cost and paying its proportionate share, as previously agreed in the Memorandum".

5.4 **Facilities & Equipment.**

a. If the County chooses, at its own discretion, to replace equipment, at reasonable expense, but not to exceed $125,000, that is used by the Animal Control Contractor and/or the Animal Licensing Contractor solely for the purpose of providing services under this Agreement, Cities agree that they will be financially responsible for the purchase cost of said equipment based on their Proportionate Share of Cost.

In the event that any party asserts that an emergency safety-related repair is needed to the portions of the County Animal Care and Control Shelter located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services and/or the County chooses to replace equipment, at its own discretion, and the cost of said equipment exceeds $125,000, the Parties agree to meet in good faith to determine and agree which maintenance or repairs are required, whether or not such repair work shall be undertaken, or if said equipment should be replaced.

If the Parties terminate this Agreement or the Parties do not renew this Agreement, all Parties agree to be financially responsible in their Proportionate Share of Cost as set forth in Exhibit B for the remaining cost of any lease for vehicles or equipment used by the County's designated contractor solely for the purpose of providing services under this Agreement.

b. Animal Control Contractor will send the County a quarterly itemized report showing the repairs and maintenance performed at the facility.

c. If Parties choose to terminate for reasons other than material breach of the Animal Control Contractor's Services Agreement or Parties choose not to renew the Animal Control Contractor's Services Agreement, County and Cities shall be financially responsible for the remaining cost of any lease for vehicles or equipment used by the Animal Control Contractor solely for the purpose of the Animal Control Contractor's Services Agreement.

5.5 **Fiscal and Program Monitoring.** Each City agrees to participate annually with County to discuss financial or programmatic issues including, but not limited to, licensing activities, revenue sources, performance measures, and ordinance revisions. The County or any City may request a special meeting for this purpose and upon the provision of reasonable notice.

Any changes in the amount to be paid to the Animal Control Contractor or the Animal Licensing Contractor shall require the Board of Supervisors and the affected City's approval.

5.6 **Use of Program Revenue.** Each City agrees that all fees collected by the County and/or the Animal Control Contractor and the Animal Licensing Contractor, or both, for the purposes outlined in this Agreement shall be retained by the County and used to cover the cost of services provided under this Agreement, except for services provided directly by or for a City and where fees are collected by said City for services provided as described in Section 3.4 and 3.6 of this Agreement.

5.7 **Maintenance of Records.** Records of animals impounded including the description of each animal, date of receipt, date and manner of disposal, treatment received, the name of the person redeeming or adopting the animal, and the fees, charges and proceeds of adoption shall be maintained by the County, through the Animal Control Contractor, and made available to the Cities. In addition, statistical information shall be provided on a monthly, quarterly and annual basis to the Cities summarizing various field enforcement and shelter activities occurring in each City and shelter activities initiated by residents of each City.

5.8 **Term and Termination**. Subject to compliance with all terms and

conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2021 through June 30, 2026. Each City is responsible for its annual percentage share under this Agreement for the entire term of this Agreement.

In the event any City fails to pay its percentage share as set forth in this Agreement and Exhibit B, every other City shall promptly pay its Proportionate Share of Cost of the non-payment, unless and until the County is able to recover the non-payment from the late or non-paying City.

This Agreement shall automatically terminate in the event of termination of the Animal Control Services Agreement. Upon termination, the County shall have no further obligation to provide, facilitate or coordinate services specified herein or in the Animal Control Services Agreement or Animal Licensing Services Agreement. Each City shall promptly pay its Proportionate Share of Cost as set forth in Exhibit B for all services rendered prior to termination.

5.9 **Amendments: Entire Agreement.** Amendments to this Agreement must be in writing and approved by the County Board of Supervisors and the governing body of each City. This is the entire Agreement between the Parties and supersedes any prior written or oral agreements inconsistent herewith.

This Agreement, including the Exhibits and Attachments which are incorporated herein by this reference, constitutes the entire Agreement of the Parties to this Agreement regarding the subject matter of this Agreement, and correctly states the rights, duties, and obligations of each party as of the Effective Date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit to this Agreement, the provisions of the body of this Agreement shall prevail. Any prior agreement, promises, negotiations, or representations, whether oral or written, between the parties not expressly stated in this Agreement are superseded. All subsequent modifications or amendments to this Agreement shall be in writing and signed by the Parties.

5.10 **Controlling Law and Venue.** The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this

Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

5.11 **Additional Services.** Nothing contained herein shall preclude any City from contracting separately for the provision of a higher level of service. Any contract increasing the level of services will be supplemental to this Agreement and will not affect the level of service provided for in this Agreement.

5.12 **Relationship of Parties.** The Parties agree and understand that the work/services performed or facilitated under this Agreement are performed or facilitated by an independent Contractor, and not by an employee of any City and that neither the County, its employees, the Animal Control Contractor, or the Animal Licensing Contractor acquire any of the rights, privileges, powers, or advantages of City employees, and vice versa; however, the County may act as an agent on behalf of each City where expressly set forth herein and, in such instances, each City shall hold harmless, indemnify and defend the County from and against any claims of any kind and/or actions for damages arising out of the County's actions undertaken on behalf of each City as set forth herein.

5.13 **Hold Harmless.**

a. Each City shall hold harmless, indemnify and defend the County, its officers, employees and agents from and against any and all claims, suits or actions of every kind brought for or on account of injuries or death of any person or damage to any property of any kind whatsoever and whomsoever belonging which arise out of the performance or nonperformance of each City's covenants and obligations under this Agreement and which result from the negligent or wrongful acts of each City or its officers, employees, or agents, including, but not limited to, those claims, suits, or actions arising from activities performed by the County as a representative of the City as set forth in Sections 3.6 and 4.2.

b. The County shall hold harmless, indemnify and defend each City, its officers, employees and agents from and against any and all claims, suits or actions of any kind brought for or on account of injuries to or death of any person or damage to any property of any kind and to whomsoever belonging which arise out of the performance or non-performance of the County's obligations

under this Agreement and which result from the negligent or wrongful acts of the County, its officers or employees. This provision requiring the County to hold harmless, indemnify and defend each City shall expressly not apply to claims, losses, liabilities or damages arising from actions or omissions, negligent or otherwise, of the Animal Control Contractor or the Animal Licensing Contractor, or their officers, employees or agents, under the services agreements with the County. Further, this provision requiring the County to hold harmless, indemnify and defend each City shall not apply to acts or omissions of the County done on behalf of each City in performing administrative tasks for the convenience of and as representative of each City, including but not limited to those set forth in Sections 3.6 and 4.2.

c. In the event of concurrent negligence of the County, its officers or employees, and the City, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this agreement shall be apportioned according to the California theory of comparative negligence.

d. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that with respect to activities performed by the Animal Control Contractor or the Animal Licensing Contractor in the Cities' territorial limits, the County serves solely as a Contract Administrator and solely with respect to the specific obligations contained within this Agreement and the agreements between the County and the Animal Control Contractor and the Animal Licensing Contractor. Accordingly, in the event the County or the Cities are sued and the suit is related in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in a particular City or the Cities, the particular City or Cities, as the case may be, will hold harmless, indemnify and defend the County, and any other City that is named as a defendant in that suit from and against any and all claims, losses or costs. In the event a City or the Cities are sued and the suit relates in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in the unincorporated area of the County, the County will hold harmless, indemnify and defend the City or Cities named as a defendant or defendants in that suit from and against any and all claims, losses or costs.

e. The County agrees that in its Service Agreements with the Animal

Control Contractor, the County will require the Animal Control Contractor to indemnify each City to the same extent that the County is indemnified and to name each City as a third party beneficiary to the County's Agreements with the Animal Control Contractor and/or the Animal Licensing Contractor.

f. These indemnification and hold harmless clauses shall survive termination of this Agreement and shall apply whether or not any insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

5.14 **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, color, religion, national origin, age, gender, sexual orientation, ancestry, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.

5.15 **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

Any notices required by or given pursuant to this Agreement to any City shall be in writing and shall be delivered to the Clerk of that City at the address of the principal business offices of the respective City listed in the introduction of this Agreement or at such other address as any City may specify in writing to the County.

In the case of County, to:
Name/Title: Lori Morton-Feazell, Program Manager of Animal Control and Licensing
Address: 225-37th Avenue San Mateo, CA 94403
Telephone: 650.573.2623
Email: lmorton-feazell@smcgov.org

5.16 **Condition Precedent.** If this Agreement is not adopted by all twenty Cities, it will become null and void in its entirely except that in such an event, the County and any of the cities which are in agreement with the terms and conditions of this Agreement may use it as the grounds for considering an Agreement which may be acceptable to those parties.

5.17 **Electronic Signature**. All Parties agree that this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law and the County's Electronic Signature Administrative Memo and the Parties understand and agree that electronic signatures shall be deemed as effective as an original signature.

5.18 **Counterparts.** The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Health System Chief to execute this Agreement for and on behalf of the County of San Mateo. The Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

Dated: _____ **COUNTY OF SAN MATEO**

_____
President, Board of Supervisors

Dated: _____

ATTEST: **TOWN OF ATHERTON**

_____ _____

Town of Atherton, Clerk By

Dated: _____

ATTEST: **CITY OF BELMONT**

_____ _____

City of Belmont, Clerk By

Dated: _____

ATTEST: **CITY OF BRISBANE**

_____ _____

City of Brisbane, Clerk By

Dated: _____

ATTEST: **CITY OF BURLINGAME**

_____ _____

City of Burlingame, Clerk By

Dated: _____

ATTEST: **TOWN OF COLMA**

_____ _____

Town of Colma, Clerk By

Dated: _____

ATTEST: **CITY OF DALY CITY**

_____ _____

City of Daly City, Clerk By

Dated: _____

ATTEST: **CITY OF EAST PALO ALTO**

_____ _____

City of East Palo Alto, Clerk By

Dated: _____

ATTEST: **CITY OF FOSTER CITY**

_____ _____

City of Foster City, Clerk By

Dated: _____

ATTEST: **CITY OF HALF MOON BAY**

_____ _____

City of Half Moon Bay, Clerk By

Dated: _____

ATTEST: **TOWN OF HILLSBOROUGH**

_____ _____

Town of Hillsborough, Clerk By

Dated: _____

ATTEST: **CITY OF MENLO PARK**

_____ _____

City of Menlo Park, Clerk By

Dated: _____

ATTEST: **CITY OF MILLBRAE**

_____ _____

City of Millbrae, Clerk By

Dated: _____

ATTEST: **CITY OF PACIFICA**

_____ _____

City of Pacifica, Clerk By

Dated: _____

ATTEST: **TOWN OF PORTOLA VALLEY**

_____ _____

Town of Portola Valley, Clerk By

Dated: _____

ATTEST: **CITY OF REDWOOD CITY**

_____ _____

City of Redwood City, Clerk By

Dated: _____

ATTEST: **CITY OF SAN BRUNO**

_____ _____

City of San Bruno, Clerk By

Dated: _____

ATTEST: **CITY OF SAN CARLOS**

_____ _____

City of San Carlos, Clerk By

Dated: _____

ATTEST: **CITY OF SAN MATEO**

_____ _____

City of San Mateo, Clerk By

Dated: _____

ATTEST: **CITY OF SOUTH SAN FRANCISCO**

_____ _____

City of South San Francisco, Clerk By

Dated: _____

ATTEST: **TOWN OF WOODSIDE**

_____ _____

Town of Woodside, Clerk By

EXHIBIT A

CONTRACT AREAS

The following Cities have contracted for services pursuant to this Agreement:

Atherton
Belmont
Brisbane
Burlingame
Colma
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

EXHIBIT B

PROPORTIONATE SHARE OF COST

FY 2021-22 Proportionate Share of Cost:

Atherton	0.70%
Belmont	2.58%
Brisbane	0.90%
Burlingame	3.74%
Colma	0.53%
Daly City	10.13%
East Palo Alto	8.70%
Foster City	2.15%
Half Moon Bay	2.50%
Hillsborough	1.16%
Menlo Park	4.59%
Millbrae	1.92%
Pacifica	5.07%
Portola Valley	0.37%
Redwood City	12.55%
San Bruno	6.09%
San Carlos	3.15%
San Mateo	15.61%
South San Francisco	10.27%
Woodside	1.03%
County	6.27%

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Agreement No. _____

AGREEMENT FOR ANIMAL CARE AND CONTROL SERVICES BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT CORPORATION

This Agreement is entered into this first day of July, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Peninsula Humane Society & SPCA, a California Nonprofit Corporation, hereinafter called "Contractor."

* * *

Whereas, pursuant to statutory authority including but not limited to, Section 31000 of the California Government Code, Section 31106 of the Food and Agriculture Code, and Sections 14501 and 14503 of the Corporations Code, County may contract with independent contractors for the furnishing of animal care, control and shelter services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Animal Care, Control, and Shelter services to the County and participating cities as set forth in this Agreement for Animal Care and Control Services ("Agreement").

Therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

Exhibit A – Services
Exhibit B - Payments and Rates
Exhibit C– Excluded Services
Exhibit D – Contract Areas (County and Participating Cities)
Exhibit E – Fees to be Collected for Services Provided
Exhibit F – Five-Year Budget
Attachment H - Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements
Attachment I - Fingerprinting Certification Form
Attachment J - Rabies Algorithm
Attachment K - Animal Shelter Facility Use and Maintenance Agreement
Attachment L - Peninsula Humane Society Holidays
Attachment M – County-Owned Radio Equipment

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County and Participating Cities listed on Exhibit D in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, and the other Exhibits and Attachments incorporated by reference into this Agreement.

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3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A and other Exhibits and Attachments incorporated into this Agreement, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Payments shall begin within 45-days after Contractor and County each execute this Agreement.

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County exercises this right, it must first provide Contractor with a 30-day written notice of intent to withhold payment wherein County describes the nature of the unacceptable work and how Contractor's work fails to conform to the terms of this Agreement. If Contractor fails to remedy unacceptable work after having received thirty days prior written notice, then County may delay payment until the deficiency is corrected. However, if Contractor reasonably demonstrates that it is not feasible to remedy the unacceptable work within thirty days, Contractor shall have up to an additional thirty days to remedy the work before payment will be withheld.

In no event shall County's total fiscal obligation under this Agreement exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS ($32,548,989.91). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Except as otherwise provided herein, and subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026. The parties may extend the term for an additional three years if the parties mutually agree in writing. This Agreement becomes effective only after all jurisdictions identified on Exhibit D as Participating Cities adopt it by entering into the agreement for animal control services between the County and participating cities. If such County/Services Agreement is not adopted by all jurisdictions shown on Exhibit D, this Services Agreement is null and void in its entirety unless Contractor and any of the jurisdictions shown on Exhibit D agree to use it as the basis for a Services Agreement applicable to those parties providing such written consent, with such changes in payment, scope of service, and other terms as the parties may agree.

5. Termination

This Agreement may be terminated by Contractor or County or designee at any time without a requirement of good cause upon 365 days' advance written notice to the other party. Contractor shall be entitled to receive payment for services provided prior to the effective date of termination of the Agreement. Such payment shall be the prorated portion of the full payment determined by comparing the services actually completed to the services required by the Agreement. The Contractor shall have no right to or claim against the County or any Participating City for the balance of the contract amount.

In the event of a material breach of this Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within thirty (30) calendar days of the notice, except that if the breaching party reasonably demonstrates that it is not feasible to cure the breach within thirty (30) calendar days, the breaching party shall have the number of days

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beyond thirty (30) calendar days reasonably needed to cure the breach up to an additional thirty (30) calendar days.

In the event the breaching party does not cure the material breach within the applicable time period, the notifying party may immediately terminate this Services Agreement or seek any other applicable legal remedies for such material breach. Termination is effective on the date specified in the written notice. In any event of termination under this paragraph, Contractor shall be paid for all approved work performed prior to termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.

6. Contract Materials

At the end of the term of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor in performance of services under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless and Indemnification

Contractor shall hold harmless and indemnify the County, and each Participating City listed in Exhibit D as third party beneficiaries of this Agreement, their officers, agents, and employees 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 Contractor or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to Contractor or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of Contractor; any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and/or from any activities undertaken by Contractor, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of Contractor, its officers or employees.

The duty of Contractor to hold harmless and indemnify as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

County shall hold harmless and indemnify the Contractor, its officers, agents, and employees 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 County or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to County or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of County; any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and/or from any activities undertaken by County, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of County, its officers or employees.

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The duty of County to hold harmless and indemnify, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event of concurrent negligence of the County, its officers, agents and/or employees, and the Contractor, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants, promises and responsibilities of this Agreement, shall be apportioned according to the California theory of comparative negligence. This provision shall survive termination of this Agreement.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability… $1,000,000

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(b) Motor Vehicle Liability Insurance… $1,000,000

(c) Professional Liability…….. $1,000,000

County and its officers, agents, and employees and participating cities and their officers, agents and employees shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

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c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Final adjudication in an appropriate forum determining that a violation of the non-discrimination provisions of this Agreement occurred, shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager from among the following:

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i. termination of this Agreement; and/or
ii. liquidated damages of $2,500 per violation; and/or
iii. no penalty based on the County Manager determining that the incident does not warrant further action; and/or
iv. imposition of other applicable civil remedies and sanctions as provided by law.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for four (4) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County including additional audit requirements as set forth herein.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

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determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

(d) County agrees that if any entity or person makes a request under the California Public Records Act (CPRA) or an analogous federal, state, or local law or regulation to the County or a Participating City, of which County is aware, for documents or records possessed by Contractor but not by the County or Participating City, relating to this Agreement, or documents that Contractor submitted in its response to the request for proposals related to this Agreement and marked confidential, or documents related to the negotiation, or finalization of this Agreement, County will notify Contractor of such request. If Contractor fails to respond within 72 hours, Contractor shall be deemed to stipulate that the requested documents are subject to disclosure pursuant to the request and Contractor shall immediately thereafter make copies of the documents available to the County or a participating City, as the case may be, for disclosure to the requesting party.

If Contractor responds to the County within 72 hours of such notice by the County and asserts, in writing, that exemptions to disclosure requirements under the CPRA apply, and the County or Participating City as applicable agrees that such documents are not subject to disclosure, in whole or in part, under the CPRA, Contractor shall provide a redacted copy of the documents for County or City to disclose in lieu of unredacted documents for any documents that must be disclosed. In the event that County or the Participating City disagrees with Contractor's position that any document or portion thereof is not subject to disclosure, in order to prevent disclosure of such documents, Contractor shall promptly and in any case within ten (10) calendar days of notice of the request, seek a protective court order for non-disclosure of any such records. If Contractor fails to obtain a protective order, such documents may be disclosed by County or City. Contractor shall indemnify and hold harmless County and Participating Cities for any damage, cost or loss caused by Contractor's decision to assert that such records are, whole or in part, not subject to disclosure.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

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17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Lori Morton-Feazell / Health Services Manager
Address:	225-37th Avenue, San Mateo, CA 94403
Telephone:	650-573-3726
Email:	lmorton-feazell@smcgov.org

In the case of Contractor, to:

Name/Title:	Anthony Tansimore / President
Address:	1450 Rollins Road, Burlingame, CA 94010-2307
Telephone:	650-340-7022 ext. 309
Email:	atansimore@phs-spca.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. **Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

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* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Peninsula Humane Society & SPCA, a California Nonprofit Corporation**

DocuSigned by:
Anthony Tansimore
AF55FF92D70C4C3...

Contractor Signature	Date	Contractor Name (please print)
	5/6/2021 | 4:03 PM PDT	Anthony Tansimore

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

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Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. COMMON GOALS

A. All parties agree to work on updating a new animal control ordinance during the next 12 months to include the availability of administrative citations.

B. County and Contractor will provide Participating Cities (as defined in exhibit D to this Agreement) with information about the services provided by Contractor and excluded services. In the event the County receives a complaint from an official from a Participating City regarding the quantity or quality of services provided under this Agreement, the County will promptly forward such complaint to Contractor so that the parties may make good faith efforts to promptly resolve the issue and Contractor agrees to meet with officials from the County and/or Participating Cities as may be necessary to resolve such complaints.

II. POLICIES AND PROCEDURES

A. All policies and procedures shall be developed with the goal of animal welfare, enhancing the cost efficiency and quality of services provided to the County and Participating Cities, and to reflect best practices in the industry for animal control and care. Contractor's Policies and Procedures shall be annually submitted to a committee of County and Participating City representatives, with committee members to be designated by the County Manager or the County Manager's designee. The Contractor and committee members will work in good faith to resolve any differences or concerns regarding policies and procedures.

B. The Contractor must establish comprehensive written policies and procedures for proper care and handling of animals.

C. Such policies and procedures shall address all subjects encompassed by the scope of this Agreement, including shelter, veterinary care, and field services. Proper care includes but is not limited to, appropriate food and water, regular cleaning of kennels and cages, humane handling, veterinary care and a vaccination schedule including rabies vaccinations.

D. Contractor shall establish policies and procedures in accordance with the Guidelines for Standards of Care in Animal Shelters published by the Association of Shelter Veterinarians, ASPCA, the Humane Society of the United States, and/or other currently accepted best practices for animal sheltering. Policies and Procedures shall focus on these areas:

1. Medical Health and Physical Well-Being
2. Euthanasia
3. Environment
4. Kennels/Cages
5. Capacity for Care
6. Behavioral Health

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E. Contractor shall develop a written disposal procedure, and the procedure shall provide for the weekly pick up of dead animals.

F. Contractor shall create a procedure compliant with California law to ensure that animals entering the County Shelter receive vaccinations, dewormer, flea control as appropriate for their species excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

G. Contractor shall have written policies and procedures on animal placement with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the County Shelter are not euthanized through redemptions, adoptions and transfers to other organizations. Policies and procedures should include guidelines for euthanasia. Terms used in this subsection are to be interpreted in accordance with currently enacted California law.

H. Contractor shall have a procedure addressing how Animal Control Officers will handle complaints and the procedure shall include a benchmark for the time it takes between receiving and closing a complaint.

I. Contractor shall have comprehensive written policies and procedures established for proper care and handling of animals to include emergency response procedures, how animals will be placed into vehicles, how animals will be protected from the heat and cold inside vehicles, and how vehicles will be clean and disinfected.

J. Contractor shall have and apply written disease prevention and response policies and procedures. Disease response procedures shall include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense of treatment and resources available for such treatment.

K. Contractor shall have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures shall address proper care of injured and sick animals and be

L. To the extent any of the terms of this Agreement are preempted by State law with regard to animal care, custody, transfer, euthanasia, and/or treatment, the parties agree that the terms of this Agreement shall continue to apply to full extent possible in conformity with State law.

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III. SHELTER SERVICES

A. Receiving animals

Contractor will:

1. Hold lost and stray animals for the requisite time period as required by State law or County ordinance or other applicable local ordinance prior to adoption, owner redemption, release to a partner organization, euthanasia, or other disposition.

2. Ensure that each animal's individual health status is evaluated and monitored beginning at intake and regularly thereafter. If the animal is too unsafe to handle to have its health status evaluated a visual evaluation may be done by staff.

3. Ensure all animals are scanned for a microchip and checked for other identification when entering the County Shelter and ensure staff enter into the Chameleon (or any successor system) software that the animal was checked for ID. Animals that are unsafe to be scanned for a microchip may be excluded.

4. Solicit information on impounded stray animals.

5. Evaluate and document each animal's health at intake.

6. Provide shelter and care for domestic animals under rabies quarantine, and dangerous or vicious animal investigations, according to the applicable City/County ordinance and/or State law.

7. When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify County Public Health personnel at 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays (or at such other numbers as may be designated in writing, from time to time).

8. If the Contractor plans on using drop boxes for after-hours intake, the drop boxes must be checked at least every hour during the hours that drop boxes are utilized for animal intake.

B. Care of animals

Contractor will:

1. Provide shelter and care for San Mateo County stray and unwanted animals 24 hours a day, 7 days a week, with public service hours designed to benefit the public and facilitate the services established in this Agreement, including coordination with other agencies (state and local governments, or adoption partner organizations, non-profit animal services organizations, etc.) where appropriate.

2. Provide services as required by the State of California governing shelters for animal care, treatment, holding periods, and placements and dispositions.

3. Microchip all animals designated as Dangerous prior to release if medically appropriate and owner is compliant. In the instance of a non-compliant owner, Contractor shall attempt at the first annual inspection of the owner's property to ascertain that the animal has in fact been microchipped as required by County Ordinance and shall report their findings to County in a timely fashion.

4. Provide animal food that meets nutritional and medical needs of animals.

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5. Contractor will make a best effort to have the County Shelter open by 11 am each day, except holidays (as noted in Attachment L - Peninsula Humane Society Holidays), with all animal areas intended for public access clean and ready for the public to enter.

6. Provide County representatives with a master schedule for Animal Care staff upon request.

C. Owner-surrendered animals

Contractor will:

1. Provide pet owners with a handout(s) describing alternative solutions to surrender and other resources to owners who express a desire to surrender their pets. That handout should include contact information for non-profit shelters and rescue groups in the Bay Area, as well as information about pet food pantries, low cost veterinary care, etc.

2. List alternatives to surrendering a pet and links to helpful resources on the Contractor's website.

D. Identifying animals

Contractor will:

1. Make legally required and additional efforts to identify each animal's rightful owner, including, at a minimum, full microchip body scanning of domestic animals for identification chips, tracing microchips, licenses, rabies tags and other identification, and making several documented attempts in multiple ways (e.g. phone, email, and/or mail) to notify the owner in an attempt to return the animal to its owner prior to any other disposition. Maintain acumen on and utilize developments in the field that might provide new or additional methods for identifying each animal's rightful owner.

E. Evaluating animals

Contractor will:

1. Ensure that all healthy, non-aggressive, and treatable animals have a plan for a live outcome.

2. Begin assessment of behavior at the time of intake of the animal. An overall behavior assessment considers all of the information gathered about the animal, including history, behavior during shelter stay, and formal evaluation.

3. Provide and apply the criteria and evaluation system that will enable objective evaluations for animals.

4. Evaluate all breeds equally to determine if they can be adopted, require behavior modification, or allow a partner agency to take the animal prior to euthanasia pursuant to State law.

5. Maintain evaluation records. Document the procedure for each animal in the Chameleon software system (or any successor system). If any paper records are also kept, retain the records for seven (7) years after disposition of animal.

6. Perform kennel enrichment programs to reduce stress for sheltered animals.

7. Place adoptable animals up for adoption or transfer.

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8. Record all incidents or reports regarding a history of aggressive behavior along with the context in which they occurred.

9. Ensure staff is trained to recognize body language and other behaviors that indicate animal stress, pain and suffering as well as behaviors that indicate successful adaptation to the shelter environment.

10. Monitor animals daily in order to detect trends or changes in well-being and respond to their behavioral needs.

F. Length of stay of animals

Contractor will:

1. Optimize the animal's length of stay in the County Shelter. Both positive outcomes and cost of sheltering must be considered.

2. Provide the process to ensure stray and owner-surrendered animals will not remain in the County Shelter more than three (3) weeks past the State law-mandated holding period.

G. Rabies testing/exposure

Contractor will:

1. Immediately provide San Mateo County Health personnel with contact information for relevant Contractor staff in accordance with State and County requirements when there is reasonable belief of a person's or an animal's exposure to rabies.

2. Ensure all staff members are trained to identify potential rabies exposures and understand the regulations that apply to reporting and managing bites to humans and animals.

3. Provide for testing of animals for rabies pursuant to the current California Rabies Compendium. This requires the decapitation of animals and transport of the head or bat to the San Mateo County Public Health laboratory for testing.

4. Ensure that that the rabies specimen is transported to the San Mateo County Public Health Laboratory within 48 hours of the animal entering the County Shelter or of being euthanized (weekends and holidays excluded).

5. Ensure that for every animal that comes into the County Shelter, staff will identify possible rabies exposures; everyone presenting an animal shall be asked if the animal has bitten anyone within the last 10 days or had any contact with wildlife.

6. Make certain all incoming animals are examined for bite wounds; any animals who have potentially been exposed to rabies shall be managed in accordance with the California Rabies Compendium and in consultation with state and local health authorities.

7. Ensure that staff funded by contract who routinely work with companion animals or wildlife are offered pre-exposure vaccinations against rabies in accordance with recommendations of the Advisory Committee in Immunization Practices.

H. Disposal of dead animals

Contractor will:

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1. Accept dead animals brought to the County Shelter by County residents, City and County municipalities, or Caltrans and Contractor shall dispose of such animals.

2. Dispose of dead animals in a lawful manner using an appropriately qualified and licensed disposal company or method.

3. Develop a written disposal procedure that will include at least a weekly pick up of dead animals.

I. Transferring animals into County Shelter

1. If the Contractor desires to transfer animals into the County Shelter from nearby Bay Area animal shelters to assist when such shelters are dealing with an emergency, such as a natural disaster, Contractor shall do the following:

a) Request written approval from the County Program Manager of Animal Control and Licensing Manager or other designated County Contract Administrator. The County will respond to such requests in writing within 3 business days. In the event of a need to house animals for another county during a disaster, the County will respond within 24 hours. If the County grants such approval, the written notice of approval will state the maximum number of animals the Contractor is allowed to transfer in pursuant to that consent based upon factors including available shelter space. Detailed documentation on an appropriate Federal Emergency Management Agency (FEMA) form will be kept to record, on a daily basis, on the number of Contractor staff caring for the animals to include hours worked, along with supplies, as well as number of days sheltered for each animal. This will allow for reimbursement if declared a federal disaster, or reimbursement from other local jurisdictions.

b) Periodically, and only as space and resources allow, Contractor may purposefully transfer, house or bring into the County shelter animals from another animal shelter, partner group or agency within or outside the County to be housed in the County Shelter for the purpose of adoption at the Contractor's other shelter or location only if a monthly report is sent to the Program Manager of Animal Control and Licensing or their designee outlining the number of animals transferred into the shelter along with each animal's individual animal identification number. If Contractor plans on transferring in more than 30 animals a month Contractor will obtain written approval from the Program Manager of Animal Control and Licensing or their designee. Contractor will reimburse the County and Participating Cities for the costs of vaccines, preventative care, treatment, food, facility use and maintenance, and staff time to care for these animals. The cost will be calculated by the number of days that animal is housed at the County shelter at the rate of $15 per animal per day. This rate may be adjusted annually, based on changes to Consumer Price Index and the Parties will meet and confer before the rate is adjusted. In addition to this daily rate, the Contractor will reimburse the County and Participating Cities for the actual costs of vaccines, flea treatment, dewormer, DTM cultures, canine heartworm and feline FIV/FeLV tests on a per animal basis. The Contractor will reimburse the County and Participating Cities each quarter of the fiscal year and will provide a report in a form reasonably satisfactory to the County and Participating Cities that details the fees owed pursuant to the applicable daily rate and any other applicable costs to be reimbursed to the County and Participating Cities. This obligation to reimburse the County and the Participating Cities does not apply to situations where an animal needs to be transferred in to the County shelter where the animal is held because of a bite or potential dangerous dog designation and where the incident occurred in San Mateo County, but the animal was first taken to another animal shelter. In such cases, the animal shall be classified as a "Transfer in" in the Chameleon software intake statistics.

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Contractor will also reimburse the County and Participating Cities at the rate described above and shall reimburse the County and Participating Cities for the above-described expenses for any animal impounded by the nonprofit for a Cruelty case and housed at the County Animal Shelter. Detailed notes by staff must be entered into the Chameleon database (or any successor system) and should describe the reason for the animal being transfer back into the County shelter.

2. In cases where the Contractor transfers an animal back to the County Shelter for any reason, the Contractor will pay for the care of the animal and not use contract funds or staff being paid for by the contract. Detailed notes by staff must be entered into the Chameleon database and should describe the reason for the transfer back to the County shelter.

J. Working with partner groups

Contractor will:

1. Within 6 months of signing this Agreement, develop a Partner Group application for any shelter or Partner Group that would like to apply to take animals from the County Shelter. The application should also be available on Contractor's website.

2. Assign one (1) or more staff members to proactively contact Partner Groups and non-profit shelters in the County and throughout the Bay Area to encourage them to take animals whose medical or behavioral needs exceed available resources or who would otherwise be better served by being transferred to a Partner Group or to take animals that have been in the County Shelter for more than three (3) weeks past their stray hold or owner surrender intake date. If the Contractor desires, animals may be placed prior to the expiration of the three (3) week hold period. Contractor will decide which animals will be transferred to the Lantos Center for adoption.

3. As an alternative to euthanizing feral cats when cat caretakers are unavailable, will either 1) release the feral cats to an organization that will Trap-Neuter-Return (TNR) the cats, 2) TNR the cats themselves, or 3) develop a plan on how to handle feral cats to improve the live release rate (e.g. implementing a barn or working cat program).

K. Vaccinating, deworming, flea prevention, photos, documentation

Contractor will:

1. Complete health assessments of dogs and cats within 24 hours of the animal entering the County Shelter.

2. Complete behavioral assessments of dogs and cats within 4 days of the animal entering the County Shelter (not including the day of intake). Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, fowl.

3. Conduct full body microchip scans and check for other forms of identification at the time of intake for all animals that can be safely handled.

4. Provide a photograph and description of each lost animal through public outreach activities (i.e., website) in order to locate the pet's owner as soon as possible.

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5. Document animal's description (breed, sex, and age), health assessment, initial behavioral assessment, microchip, license, rabies, and any other pertinent information in Chameleon Data Management System (or any successor system) within 24 hours of receiving each animal.

6. Document complete behavioral assessment results in Chameleon Data Management System (or any successor system) within 4 days of receiving each animal (not including the day of intake).

7. Provide vaccinations, dewormers, and flea control when an animal enters the County Shelter as appropriate for their species, excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

L. Keeping County Shelter clean and disinfected

Contractor will:

1. Always maintain the kennel and animal care facilities in a humane and sanitary condition with a focus on these areas:

a) Cleaning and Disinfection. Use of disinfectants should be limited to those that are proven safe and effective for animal species sheltered at the County Shelter.

b) Surfaces and Drainage

2. Maintain stocks of disinfectants based on accepted industry standards to preserve function and effectiveness with regards to temperature and light exposure.

3. Update all written guidelines/documentation for use of disinfectants to reflect current practices as well as industry standards/recommendations.

4. Staff and volunteers shall receive training when guidelines have been updated and documentation of training shall be maintained.

5. Take commercially reasonable measures to maintain a pest-free shelter. Contractor will enter into, pay the costs of, and monitor on a recurring and scheduled contract for pest control services in and around the County Shelter.

6. Have written information available about zoonotic diseases for visitors, adopters and foster care providers.

7. Clearly mark enclosures of animals with suspected zoonotic disease to indicate the condition and any necessary precautions.

8. Provide periodic staff and volunteer training and information on the recognition of potentially zoonotic conditions and the means of protecting others from exposure. This shall be included in the policy and procedures.

9. Ensure the public does not have unsupervised access to areas where animals are isolated for zoonotic diseases.

M. Providing enrichment

Contractor will:

1. Provide kennel enrichment programs that provide every animal with an opportunity to be socialized and reduce stress while in the County Shelter.

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N. Euthanasia

Contractor will:

1. Provide for the humane euthanasia and disposal of animals determined to be unhealthy, aggressive, or untreatable as determined by California law.

O. Owner-requested euthanasia

Contractor will:

1. Follow the basic matrix definition of Owner-Requested Euthanasia. The basic matrix definition of Owner -Requested Euthanasia can be found at: https://www.shelteranimalscount.org/docs/default-source/dataresources/sac_basicdatamatrix.pdf

2. Contractor will pursue all reasonable measures to verify animal ownership prior to euthanasia.

3. Record and classify animals in the Chameleon software and in Live Release Rate calculations as “Owner Intended Euthanasia” if they are brought in to the shelter by their owners with the specific intention of using the Owner Requested Euthanasia service. When an owner wishes to surrender an animal for adoption and that animal is deemed unhealthy and untreatable, or aggressive after counseling by Contractor’s staff based on information provided by the owner and the owner elects to surrender the animal for euthanasia, euthanasia service will be provided and will be classified as “Owner Surrender Euthanasia.”

4. Decline to provide the owner-requested euthanasia service to treatable animals and will instead either accept and treat those animals, provide resources so the owner so they can keep and treat their animal, or refer the owner to another organization that will assist the pet owner, so they can treat the animal.

5. Offer private owner-requested euthanasia (including pet-owner witnessed euthanasia, when requested with regard to non-aggressive animals only) as a service at the County Shelter, if the animal is deemed unhealthy and untreatable, or aggressive.

P. Documentation

Contractor will:

1. Accurately complete, sign, and submit all necessary documentation of compliance in a timely manner.

Q. Adoption of animals

Contractor may:

1. Arrange adoptions onsite at the County Shelter to reduce the length of stay for animals and have other approaches to adoptions such as transferring animals from the County Shelter and moving them to their non-profit shelter or partner organizations for adoption. There is no set number of animals that need to remain up for adoption at any point in time at the County Shelter.

Contractor will:

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2. Ensure that the public cannot come into contact with, or view, bite quarantine animals and aggressive animals that are considered a danger to the public.

IV. FIELD SERVICES

A. Respond to field service calls

Contractor will:

1. Respond to calls for Animal Field Services 24 hours a day, 7 days a week, 365 days a year as set forth in the below-described priority listing, unless otherwise noted below. Notwithstanding any other provision herein, Contractor shall respond on holidays and after regular business hours (9pm-7am) to call Priority 1 and 2 categories. If no calls in those priorities are pending the staff Contractor will respond to Priority 3 and 4 calls.

2. Contractor may receive and accept requests for service in person, via phone, email, text message, voicemail or fax. Contractor will have policies and processes in place to ensure that text messages, emails, voicemails and faxes are monitored and retrieved in a routine and timely fashion.

B. Priority for Field Activities

1. **Priority 1:** Immediately respond to all emergency calls of the following types within one (1) hour of the receipt of the call from the reporting party:

a) Imminent threat to a person by an aggressive domestic, exotic or wild animal

b) A Public Safety agency request for immediate assistance

c) Possible rabid animal

d) Aggressive dog at large, or an aggressive dog that could cause harm to a human or an animal (e.g., an aggressive dog breaking out of a yard or has access off the property)

e) A dog that has bitten a human or that has attacked another animal and that remains at large

f) Major injury to dog, cat, or domestic animal

g) An animal in hot car or an animal that is otherwise in immediate danger

h) Dangerous animal permit violation that has occurred and the same animal remains a threat to person or property

i) Animals at large causing a traffic hazard (including livestock)

j) Rescue animals when the animal's life is in danger

k) Dogs harassing livestock if the livestock's life is in danger

l) When juveniles are present at a school grounds any bat, any aggressive animal, animal posing a risk to humans, sick or injured animals, dogs at large, or confined or trapped animal are present on the school grounds.

m) Request by a Public Safety Official or Fish & Wildlife officer to respond to a mountain lion or an escaped exotic animal that is an imminent threat to a person. Handling of these situations will be a joint response between the requestor and the Contractor. Contractor will be acting in an advisory capacity. Contractor is responsible for arranging a third party to

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handle, transport and/or care for exotic animals. If a third party is retained by Contractor, said third party shall have lead advisory responsibilities. Public Safety Officials and/or Contractor will determine if Fish and Wildlife need to respond to the scene. Contractor will remain on the scene with requesting Public Safety Official until situation is resolved.

2. **Priority 2:** Respond without unnecessary delay, within (4) hours of receipt of the call from the reporting party:

a) Dog, cat or domestic animal sick, or with minor injury

b) Sick or injured wildlife

c) All non-threatening Dangerous Animal permit violations

d) Dog or cat in trap

e) Animal in custody (stray confined)

f) Pack of dogs

g) Dead animal at a school between 7:00 AM and 8:00 PM (excluding holidays)

3. **Priority 3:** Respond without unnecessary delay within a maximum of 18 hours of receipt of the call from the reporting party and as soon as reasonably possible beforehand to the following situations:

a) Animal at large (non-aggressive and non-threatening) in violation of local ordinance

b) Rescue animals when the animal's life is not in danger

c) Reports of animal bites or attacks where there is no longer an animal at large which is an immediate threat to persons or property.

d) Dead animal pick-up

e) Animal bite quarantines

4. **Priority 4:** Respond without unnecessary delay within 24 hours of receipt of the call from the reporting party:

a) Stray patrol request

b) Owned animal for relinquishment (based on special circumstances or special hardship situation)

5. **Priority 5:** If there are no calls pending in the other priority categories:

a) Officers will patrol City and County parks and neighborhoods in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.

6. Ensure that Animal Control and Humane Officers shall impound stray or confined dogs and cats and return them to the owner in the field, or transport to the animal to the shelter, as deemed appropriate by the Officer.

7. Provide a master schedule for Animal Control staff.

C. Enforcement of state and local animal control laws; Municipal code violations

Contractor will:

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1. Enforce all County and City ordinances pertaining to animals as outlined in Chapters 6.04, 6.12 and 6.16 of Title 6 of the San Mateo County Ordinance Code and enforce state statutes where applicable, except for number of animals per household or barking dogs, which are referred to the respective overseeing agency (code enforcement or law enforcement).

2. **Uniform Ordinances and Citation Authority.** County shall encourage the Participating City jurisdictions shown on Exhibit D to adopt and maintain animal control ordinances and fee schedules that are materially equivalent to the County's animal control ordinance and fee schedule. The animal control ordinances for all jurisdictions shown on Exhibit D should be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within the city limits. The fee schedule shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code.

3. Enforcement of city ordinances which differ materially from the County ordinance need not be enforced by Contractor unless Contractor agrees that the ordinance does not conflict with its mission, and the city and Contractor mutually agree on the cost of services. Participating Cities agree to provide notice to Contractor of any changes to their City codes that would relate to additional or different Contractor responsibilities under this Agreement.

4. Upon request by a Participating City, the County, or residents of a Participating City or the unincorporated County, investigate complaints of animal related public nuisances, to those ordinance code violations enumerated in Chapter 6.04 of Title 6 of the San Mateo County Ordinance Code and similar city ordinances, with the exception of complaints regarding barking dogs.

D. Citations

Contractor will:

1. Develop a voidable animal license citation process for license violations, that affords the animal owner 30 days in which to register for a license and have the citation voided. Specifically, on all complaints involving stray or loose animals, municipal complaints and quarantines etc., if the animal owner living in San Mateo County does not have their animal licensed in San Mateo County, the Animal Control Officer ("ACO") will issue a voidable license citation to the animal owner.

2. Ensure that ACO/Humane Officers issue administrative and non-administrative citations for City, County or State violations. Written warnings can be issued for first offense minor violations only if the ACO/Humane Officers follow up within two weeks to ensure compliance with the written warning.

3. Record all citations and written warnings in the Chameleon (or any successor system) software system.

E. Impoundment of animals

Contractor will:

1. Impound all dogs caught at large, scan all dogs and cats, that are safe to handle, for microchips in the field and provide for field return to owner as deemed appropriate by the Animal Control Officer.

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2. Except when responding to a Priority 1 or Priority 2 call or when responding to a Priority 3 or Priority 4 call in order to meet expected response times, ensure that when Animal Control Officers observe a violation of the Participating City or County ordinance, the Animal Control Officer will stop, contact the animal owners, and take appropriate actions, such as a written warning for first offense, or the issuing of a citation for subsequent violations.

3. Investigate and follow up with impoundment, citation, search and seizure warrant for animal bites, vicious/dangerous animals, and attacks in conjunction with respective City Attorney or County Counsel and/or County District Attorney.

4. Contractor shall impound animals in the regular course of its enforcement of City and County ordinances as necessary to protect the safety of persons and property, or the animal. In addition to its ordinary impoundment responsibilities under this Agreement, if Contractor receives a specific request from a City and/or County law enforcement agency, Contractor shall promptly impound any animal, whether the animal is on public or private property. Contractor shall obtain any necessary consent or warrant as required by law for all impoundments. In exigent circumstances, in which a warrant is not required because personal or public safety is at imminent risk, Contractor shall impound the animal immediately. However, in the event that Contractor determines that a warrant is necessary for the impoundment, Contractor shall promptly seek such warrant and take all steps necessary to ensure that the animal is secured in such a manner that it poses no threat to the safety of any person pending the impoundment.

In those limited situations in which Contractor reasonably believes that there is no violation, seizure is unlawful and there are no grounds for seeking a warrant despite the request by City or County law enforcement, Contractor's President and/or legal counsel shall promptly discuss the legal and factual basis for Contractor's determination with the Chief of Police or designee of the respective City (or County Sheriff or designee if applicable) and the County Animal Control Manager or designee, if available within one hour. If the City or County representatives are not available and/or there is still disagreement, and City or County law enforcement still requests impoundment, City or County law enforcement will seize the animal, and Contractor with thereafter take custody of the animal and impound the animal at the shelter. In these situations only, if the City or County law enforcement officer believes that a warrant should be applied for, but Contractor does not believe there are grounds for such warrant, the law enforcement officer shall supply the affidavit for such warrant and, at the request of the City or County law enforcement officer, Contractor shall seek the warrant from the court.

5. Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express verbal or written authority from the owner to pick up the animal (and such authority has been directly conveyed to Contractor from owner), appears at the Contractor's facility, and pays the relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal. Fees may be billed under certain circumstances as outlined in Exhibit A. - VI. Operations – D. Administration – 1 Financial Systems.

F. Transport of sick, injured animals

Contractor will:

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1. Ensure the transfer of any injured or sick animals to the animal shelter or veterinary emergency hospital, or ensure that the owner (if present) of the animal seeks medical treatment.

G. Field euthanasia

Contractor will:

1. Ensure that if euthanasia is necessary for a sick or injured wild animal while it is in the field, the euthanasia shall be conducted by trained personnel with necessary equipment. This service shall be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

H. Investigations for animal bites, dangerous & vicious animal cases

Contractor will:

1. Conduct thorough investigations of dangerous or vicious animals, which shall include interviewing witnesses, collecting evidence, writing reports, taking photos, requesting related information and securing search warrants to impound a vicious or dangerous dog, making initial designations as dangerous or vicious, and testifying at hearings. This investigation should be completed, and the report and all supporting information presented to the County, at least three (3) calendar days ahead of the scheduled hearing. Contractor, pertaining to Contractor's duties as outlined herein, will follow the applicable County and Participating City ordinances.

2. Investigate municipal code violation complaints within the jurisdictional boundaries of the Participating Cities and the unincorporated County pertaining to Contractor's duties as outlined herein. This includes, but is not limited to, interviewing witnesses, collecting evidence, taking photos, writing reports, requesting related information and securing search warrants, issuing citations, and participating in hearings or court proceedings as needed for potential impoundment and/or prosecution. Officers will work closely with the City Attorney or County District Attorney as applicable.

I. Removal of dead animals

Contractor will:

1. Remove dead animals from the public right-of-way, except freeways and/or highways, which are maintained by CALTRANS.

2. Remove stray dead domestic animals from private property for no charge.

3. Remove owned domestic dead animals at the request of owner with a charge to the member of the public requesting the service, as set forth in the Fee Schedule. All such fees collected by the Contractor shall be remitted to the County.

4. Pick up and dispose of any dead animal on any street, sidewalk, school, or other public property.

5. In cases where animal contact meets the criteria for rabies testing, pick up dead or live wildlife on private property. In cases where animal contact meets the criteria for rabies testing, the Contractor will follow the rabies testing protocol.

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6. Dispose of dead wildlife or domestic dead animals that are brought to the shelter. If a commercial wildlife removal or pest company wants to dispose of dead animals, they will have to enter into a contract with the County to pay for disposal fees.

7. If Contractor is unable to safely remove a dead animal, Contractor will hire a qualified third-party using contract funds to remove the dead animal.

J. Quarantine of animals

Contractor will:

1. Quarantine biting animals and enforce State Codes, California Rabies Compendium, and County guidelines relating to rabies control. This includes providing state-mandated rabies clinics.

2. Work with San Mateo County Health to jointly determine when an in-home bite quarantine is appropriate and will be made available.

K. Dispatch

Contractor will:

1. Provide radio dispatching to the field between the hours of 8:00am and 6:00pm on Monday through Friday and 8:00am and 5:00pm on Saturday, Sunday, and Holidays.

2. County shall provide radio dispatching to Contractor between the hours of 6:00pm and 8:00am Monday through Friday and 5:00pm and 8:00am Saturday, Sunday, and Holidays. The Contractor will pay the annual cost for County Radio Dispatch using funds paid to Contractor pursuant to this Agreement.

3. Have a system for phone calls to roll to another person in order to answer calls from the residents for the County. If there is more than one (1) Dispatcher on shift, the phone lines will be set up so the calls coming in roll between the multiple phones.

4. Have a line for law enforcement, fire, and other government officials to call on at all times when the contractors dispatch is open if they need service from the Contractor.

5. County shall maintain County-owned radio equipment as denoted in Attachment M County-Owned Radio Equipment.

V. VETERINARY MEDICAL SERVICES

A. Provide veterinary care for animals

Contractor will:

1. Make medical decisions that balance both the best interest of the individual animals requiring treatment and the County Shelter population.

2. Ensure that the County Shelter medical services include, but are not limited to: animal exams, vaccinations, microchipping, dispensation of medications, disease prevention, surgeries (e.g. enucleations, amputations and wound repairs), emergency care of injured animals, euthanasia and coordination with other local, state and national agencies.

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3. Ensure that Contractor's veterinary medical staff regularly monitor the status of individual animals and the population as a whole.

4. Have and apply written disease prevention and response policies and procedures. Disease response procedures should include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense and resources available.

5. Ensure that there is preventive health care appropriate for each species and include protocols that strengthen resistance to disease and minimize exposure to pathogens.

6. Ensure that medications and treatments are only administered with the advice of a veterinarian or in accordance with written protocols provided by a veterinarian, and all drugs are dispensed in accordance with federal and state regulations.

7. Whenever possible, ensure all veterinary care and treatments are recorded in Chameleon (or any successor system).

8. Microchip and spay/neuter all animals for adoption prior to pick up by new owner, as required by law, unless a veterinarian determines the procedure is not safe for the animal's health to performed.

9. Have written policies regarding care and treatment of injured and sick animals and that are in alignment with State or local laws and address.

B. Veterinarian medical licensing/registration

Contractor will:

1. Maintain current premise permits and meet all veterinary licensing requirements as specified by the California Veterinary Medical Board and California and federal law.

2. Maintain licensure to dispense and supply shelter and field services staff with the controlled substances necessary for performance of field captures and euthanasia, including the monitoring and security of such substances.

3. Ensure that veterinary staff meet certification and/or license requirements set forth by the State of California. Staff includes veterinarians, registered veterinary technicians, and other licensed or certified personnel.

C. Medical examination, treatment, and medication

Contractor will:

1. Ensure that the veterinary staff 1) perform a medical examination upon arrival for all sick/injured animals, 2) direct and monitor the care of injured and/or sick animals, 3) adheres to and directs procedures to reduce or respond to the outbreak of infectious diseases, and 4) provide a medical exam for all animals (except those needing emergency care) within 24 hours of arriving at the shelter.

2. Provide for laboratory services including stool examinations, cytology, urine analysis, heartworm tests, FELV/FIV tests, electrolytes measurements, and blood counts, among other testing.

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3. Ensure adequate and appropriate administrative controls are in place to monitor medications and medical supplies.

VI. OPERATIONS

A. Personnel

1. Staffing

Contractor will:

a) Hire personnel that are fully-qualified, authorized, licensed or permitted under applicable State and local law to perform such services.

2. Contract Funding of Staff

Contractor will:

a) Ensure all shelter, field, facilities and veterinary-related staff and managerial positions funded 100% by the Contract, spend 100% of their time working at the County Shelter, or providing other services to the County and Cities pursuant to this agreement (excluding disaster work, training, or meetings.) If one of these staff member works less than 100% of their time at the County shelter, the percentage of hours worked under the items of this Contract will be documented on a timesheet/time clock. Hours worked at another location will not be charged to Contract funds. If one of these staff members' time is divided between the County shelter and other sites, Contractor shall prioritize services denoted within this agreement. Contractor will include with the monthly invoice a report of the FTE hours worked at the County shelter by these staff members. An organization chart will be sent to the County annually that shows the Contractors entire organization including the percentages of time staff paid by the County shelter.

3. Training

Contractor will:

a) Annually provide a training plan that includes any certifications required by State laws.

b) Be responsible for providing fully trained personnel in all aspects of performance, including proper animal care, animal handling, and enforcement procedures and techniques.

c) Ensure all ACOs complete Penal Code 832 Arrest course or be appointed pursuant to California Corporations Code Section 14502 as Humane Officers, issue citations, receive ongoing training and maintain proper education, experience and/or certification within one (1) year of hire.

d) Ensure all ACOs pass approved baton training at earliest feasible opportunity. No ACO shall use a baton until trained.

e) Require all ACOs to be certified to perform euthanasia by injection as defined by California law. All ACOs will complete required training per state law.

f) Require all staff that perform animal euthanasia to be trained pursuant to State law.

g) Require staff members that have access or review documents, such as bite reports and human medical records, to complete HIPAA training.

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4. Volunteer Program

Contractor will:

a) Have an active volunteer program to support the Animal Care and Control program and related activities. The County encourages the use of volunteer support in all aspects of the program unless prohibited by State law. The volunteer program will be guided by policies and procedures similar to those for Contractor's employees.

b) Contractor should work to increase the volunteer to staff ratio as may be deemed appropriate by Contractor for specific programs.

c) Carry insurance on volunteers, including coverage for volunteers at the shelter including but not limited to their interaction with animals.

d) Outline how they will recruit and coordinate volunteers and assigned activities.

e) Track volunteer hours and report numbers annually to the County.

f) Outline which tasks the volunteers will be assigned to complete at the shelter.

B. V.6.4. Vehicles

1. Acquiring /Replacement

Contractor will:

a) Utilize funds paid to Contractor pursuant to this Agreement to acquire or replace vehicles.

2. Vehicle Maintenance and Repair

Contractor will:

a) Provide proof of automobile liability insurance covering all Contractor staff utilizing vehicles pursuant to this Agreement.

b) Be responsible for all vehicle maintenance and repairs to be paid out of funds paid to Contractor pursuant to this Agreement.

c) Utilize and maintain existing and replacement vehicles assigned for animal control activities.

d) Provide a quarterly maintenance and repair report listing all vehicles and the service received.

e) Ensure all vehicles receive routine maintenance as required by the manufacturer.

f) Maintain all of the vehicles such that they remain in a safe, professional condition at all times. Records must be kept on all maintenance problems and mileage.

g) Keep vehicles in good repair and ensure that there are no dangers to animals inside the vehicles that could cause injury such as sharp edges, gaps in doors etc.

h) Clean and disinfect after an animal has been transported in the vehicle.

i) Ensure all vehicles are kept clean on the inside and outside.

C. Procurement

1. Inventory

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Contractor will:

a) Maintain and provide to the County, within thirty (30) days of execution of this Agreement, a current inventory of all equipment paid for with non-contract Funds owned by Contractor or paid for in part with non-Contract Funds, used at the shelter and having a current fair market value of $1,000 or more. Provide to the County, within six (6) months of signing the Agreement, an inventory of all durable equipment purchased using contract funds and having a current fair market value of $1,000 or more.

2. Computer Hardware and Software

Contractor will:

a) Be responsible for the provision and replacement of County-owned hardware and software using contract funding, grants or private funds as long as all of the computer hardware located in the County Shelter purchased using contract funds is considered the property of the County. Items owned by the County will be listed in the annual inventory.

b) Maintain an inventory of purchased hardware and software.

c) Be responsible to provide server, internet connectivity and equipment to operate all computers within the shelter. This will include the set-up of the service for the equipment.

3. Operating Supplies

a) The Contractor shall be required to purchase all operating supplies for the purpose of any service provided under the terms of the contract with contract funds, County-directed donations or other funding sources directed solely to the County Shelter; the supplies will be and remain the property of San Mateo County.

b) County shall provide animal licensing tags for dogs, cats, animals held under a Dangerous Animal Permit, and animals designated as Service Animals.

D. Administration

1. Financial systems

Contractor will:

a) Have in place a process and have the capability to provide billing and provide activity reports to the County.

b) Contractor will not release any impounded animals unless the owner of such animal, or another individual with express written or verbal authority (such verbal authority having been conveyed to Contractor directly from owner) to represent the owner, appears at the Contractors facility, and pays all applicable impoundment, emergency medical treatment, and/or licensing/permit fees to redeem said animal. Exceptions may be made where efforts to collect said fees would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility. Contractor will alert the program manager of Animal Control and Licensing regarding the threat of harm to the staff.

c) Contractor will require license fees to be paid before the animal leaves the shelter.

d) Contractor will bill the responsible party if it is reasonably determined that they cannot pay the required fees at the time an animal is released. Contractor will use every effort to confirm that the responsible party is unable to pay fees. In the case of unaltered dogs, cats and

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rabbits, fees will only be billed provided the responsible party agrees to have the animal spayed or neutered prior to the animal being released from the shelter.

e) Fees will only be transferred to the County for billing as a last resort. Any time a responsible party is billed, the responsible party shall be provided a detailed and clear itemized list of fees, as well as a letter on San Mateo County Health Department letterhead explaining how to pay owed fees and the potential for collections actions to follow.

2. Financial Audit & Operational Audit

Contractor will:

a) Provide periodic updates on the annual external audit process, including information on the process which will be used to ensure the completion of audits. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

b) Annually hire an independent auditor, who will conduct a fiscal year audit of all expenses and revenues and services noted above. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of the Agreement.

c) After completion of the audit, allow County or City personnel, or consultant to speak directly with the auditors in a joint session with Contractor.

d) Contractor shall use all commercially reasonable efforts to achieve economy, efficiency and effectiveness in performance of the services provided. Contractor and County will meet on occasion, as requested by County, but not to exceed more than once per year, to consider revisions which may be needed to the reporting forms created to document performance of the services provided. At any time during the term of this Services Agreement, but not to exceed one time annually, County may request, and Contractor shall provide additional detailed information concerning services performed under this Agreement for the purpose of a performance audit. The County shall make every effort to follow Generally Accepted Government Auditing Standards (GAGAS).

e) At any time during normal business hours and as often as the County may deem necessary, allow the County and/or representatives of the County to observe all Contractor's staff and volunteers in all areas of the County Shelter operation. County/City and/or representatives/contractor shall reasonably conduct themselves so as to not impede regular operations or functions. At no time will the County/City and/or representatives/contractor of the County direct the work of any Contractor staff in any manner.

f) At any time during normal business hours, with 24-hour notice from the County, and as often as County may deem necessary, provide to the County and/or representatives of the County records for examination with respect to all matters covered by this Agreement. Any records (e.g., personal employment) that would require notice to interested parties, shall be so noticed to the extent required by law prior to disclosure. Notice to Contractor shall not be required if the County has evidence of fraud or other misuse of contract dollars on the part of the Contractor; provided, however, that Contractor does not waive any privacy rights that individual employees may have. Nothing in this Services Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of information unrelated to the Services Agreement without the prior written consent of Contractor.

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3. Documentation

Contractor will:

a) Maintain for at least four (4) years after contract termination, and provide to County, or any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Services Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

b) Maintain for at least four (4) years after contract termination, and provide to County as requested records of animals impounded including the description of animal; date of receipt; date and manner of disposition; treatment received; name and address of person who redeemed animal; and fees, charges and proceeds charged and collected for redemption. Contractor will provide information regarding adopters and fees for those animals adopted at the County Shelter. Contractor shall record all vaccinations.

c) Maintain a complete record on each animal within the Chameleon (or any successor system) database.

4. Quality Improvement

a) Contractor shall have a Quality Improvement program to ensure maintenance of key documents, reporting, scheduling services and activities, staff performance, and customer service.

E. Public services

1. Contractor agrees to convene a Participating City Managers' or Police Chiefs Group at a minimum of once per year over the term of this Services Agreement.

2. Contractor shall convene an annual meeting with Contractor's Board of Directors, President of the organization, and a committee of Participating City and County elected officials upon request, at a minimum of once per year during the term of this Services Agreement to review work covered herein.

3. Contractor agrees that the President, Senior Vice President of Operations, Senior Director of Operations will meet monthly with the Program Manager of Animal Control and Licensing.

4. When the County responds to a public records request, it will also provide an exact copy to Contractor of the documents disclosed to the member of the public.

5. Contractor agrees to present an annual report and supporting documentation to the Board of Supervisors that addresses the performance of the contracted services set forth in this Agreement.

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6. Public services include, but are not limited to: staffing the call center, providing and running a website, reunification of lost animals with owners, animal adoptions, animal transfers to partner organizations, adoption promotions, licensing services, vaccination and microchip clinics, media inquiries, citizen complaint resolution, public education and outreach, utilization of volunteers, and coordination with other local, state and national agencies. Services also include the proper collection and handling of financial transactions associated with fees, fines, donations, and contract payments.

7. Contractor will provide quarterly communication updates to the County and Cities for public release on their websites and within social media. This should include any information for residents on services provided by the Contractor.

Contractor will:

8. Issue animal licenses and or required permits and collect applicable fees for dogs and cats that are encountered at the County shelter.

9. Provide public hours at the County Shelter as follows: Shelter will be open 7 days a week with a minimum of 8 hours per day Monday-Friday (e.g. open 11:00AM-7:00PM) and 6 hours (e.g. open 11:00AM-5:00PM) per day on Saturday and Sunday. The shelter can be closed on major holidays (see attachment L – Peninsula Humane Society Holidays), provided, however that on such holidays, Contractor shall maintain the minimum staff necessary to care for the animals and respond to field activities. Shelter will be cleaned by 11 am and ready for public to enter during business hours.

10. Provide method(s) for customers to find and claim lost pets through the Contractor's website, call center, notification by mail and telephone.

11. Promote adoptions and licensing through a variety of outreach strategies, including public education and outreach opportunities that contribute to increasing the live release rate and decreasing pet overpopulation.

12. Ensure customers are provided with exceptional customer service by achieving a positive customer satisfaction rating according to a survey to be developed in conjunction with County approval and administered annually. The survey must include a customer feedback component to ensure continuous improvement.

13. Develop and maintain acceptance, tracking and resolution procedures for customer service complaints received regarding Animal Services. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. County will be advised for sensitive or unusual complaints.

F. Provide monthly low-cost vaccination clinics at the shelter

Contractor will:

1. Hold at least one (1) monthly low-cost vaccine clinic at the County Shelter for the residents of San Mateo County. The Contractor shall sell licenses at the monthly low-cost vaccine clinics and all fees collected at the clinic will be remitted to the County.

G. Issuing licenses

Contractor will:

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1. Provide online information on how pet owners can license their pets to include locations for purchase and web addresses.

2. Issue replacement tags to dog owners whose license tags are lost, stolen or damaged, for applicable fee.

3. License and/or issue required permits and collect for County all applicable fees for all dogs and cats that are encountered at the County Shelter as required by applicable ordinance.

4. Issue a one (1) or three (3) -year option for dog licenses to the general public as required by applicable ordinance/law and collect applicable fees for County.

5. Provide an online option on the Contractor's website (https://www.petdata.com/ URL link to the County's current subcontractor, PetData, Inc.) to license or renew animal licenses.

6. Properly handle the collection, deposit, remittance, and refund of all money associated with service fees, fines, and contract payments.

7. Collect all fees documented in the ordinances.

8. Contractor shall remit to the County monthly any and all fees collected, pursuant to ordinance, as well as, vaccine and microchip clinic fees, and animal licensing fees.

H. Software

Contractor will:

1. Utilize the Chameleon (or any successor system) software and database animal sheltering information system for the purpose of tracking all animal intakes and dispositions, behavioral notes, all medical conditions and treatment (with the exclusion of some medical notes that are unable to be added to the database and can be handwritten), notes made by volunteers may be hand written, animal control field activities, animal control citations and written warnings, animal bites and bite quarantines and other data relevant to the management of the animal services operation. Contractor shall provide copies to the Participating Cities/County or contractor all written notes as well as data within the Chameleon (or any successor system) software upon request.

2. Be responsible for paying all of the Chameleon (or any successor system) software system fees for work related to the contract, including the County licenses, using contract funds. The Chameleon (or any successor system) license will list San Mateo County and Peninsula Humane Society & SPCA as the database owners. In the event of contract termination or expiration, each party shall receive an exact copy of the database information, and if any technical problems arise regarding that goal, each party agrees to use best efforts to achieve this result.

3. Ensure the "adoption" outcome in Chameleon (or any successor system) shall be utilized for private individuals who have adopted a pet with the intention that the animal is to be their permanent pet or the permanent pet of their friend, partner or relative. The "transfer" outcome in Chameleon (or any successor system) shall be utilized for Partner Group organizations and their designees that plan to temporarily hold the animal until it can be adopted to a private individual or that plan to provide a hospice type service for the animals.

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4. Ensure every live animal goes through an intake process where a photo and description of each animal is added to the Chameleon (or any successor system) database. Core vaccinations, deworming and any necessary flea treatment for animals to be sheltered shall also be administered and documented in Chameleon (or any successor system) during the intake process. The photos of all stray animals impounded at the County Shelter shall be made available for viewing by the public on the Contractor's lost and found website page during the stray hold period. The photos of all adoptable animals past any necessary stray hold period kept at the County Shelter shall also be made available for viewing by the public on the Contractor's website.

5. Ensure all owner contact information and attempts to contact the owners of animals wearing a license or identification tag, a microchip or any other kind of identification must be recorded in Chameleon (or any successor system). Behavior notes and all other information regarding the animal shall also be recorded in Chameleon (or any successor system).

6. Contractor will record in the Chameleon database Activity Record field responses with staff going on scene to the location of the activity differently than they will non-field responses, such as leaving phone messages, phone conversations, radio conversations, mailing letters, or any other activities performed when staff is not physically on the scene of the location of the activity. Recording field and non-field responses differently will allow accurate response reports to be generated. Response time reports for the City/County will only include field service calls when field staff is dispatch to a scene to handle a priority 1-5 call. It will include the time call was received, time dispatched, time the staff arrived on the scene and time the staff cleared the scene and what action the staff took.

7. Ensure all dogs, cats, puppies and kittens in a litter, weaned or not weaned, shall always be provided with an individual animal ID number in Chameleon (or any successor system) that is counted in both intake and outcome statistics.

I. Disaster response

Contractor will:

1. Coordinate with County in the event of a disaster/declared state of emergency.

2. Provide assistance to residents, local law enforcement, fire agencies and the County of San Mateo Office of Emergency Services to evacuate, shelter, and care for animals in the event of a disaster.

3. Be activated by the County's office of Emergency Services in accordance with the County's Incident Command System.

4. Work with other groups within the County during a disaster to ensure animals are safely evacuated and proper care is provided.

5. Ensure that staff or a third-party organization is available to respond to a disaster and are trained in the handling and care of all animal species within the County.

6. Ensure that each staff member responding to the disaster completes necessary FEMA forms.

7. Participate in a minimum of one (1) full-scale disaster exercise with San Mateo County Health or the Office of Emergency Services annually.

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8. When staffing is available, supply 1-2 staff members during disasters that can rotate into the emergency operations center as needed by the County.

9. Ensure that all staff and volunteers responding to the disaster have completed ICS 100 & 700, as well as trained to the animal care and handling standards of the Contractor.

10. Train with other non-profits and groups in the County on evacuations, sheltering set ups and communications during a disaster, etc.

J. Mutual Aid

Contractor will:

1. Respond during a disaster in other Counties when requested by the San Mateo County Emergency Operations Center. Shelter and Field services must continue to operate in San Mateo County when providing support to other jurisdictions. Contractor shall use reasonable efforts to make staff available to assist with mutual aid, as requested and, when the Contractor reasonably determines that it is unable to do so, shall promptly provide a detailed written explanation of why it is unable to do so.

2. Contractor will work directly with San Mateo County Health and EOC during a disaster for mutual aid needs or supplies.

K. Recovery

Contractor will:

1. Work with animal owners on the pickup of their animals that have been cared for during the disaster. Thirty (30) days of Shelter fees can be waived by Contractor due to the disaster and include documentation in the database. If that animal needs to be held longer and more fees should be waived, Contractor will get approval from the County.

2. For those animals that owners wish to relinquish, the Contractor will look at alternative placement options for the animals such as adoptions, foster homes, or partner groups.

3. Plan Continuity of Operations Plan (COOP)

4. Within six (6) months of signing the agreement, Contractor will create a COOP for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services. Plan to be provided to the County annually.

VII. REPORTING

Provider will provide the following reports as specified within the required time period.

Monthly Reports	DUE
1. Live animal intake kennel statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife, Intake type, including owner-surrender, confiscated, stray, owner-requested, Outcome, adoption, reclaim, transfer, euthanasia, died, missing, owner-requested	Upon Invoicing

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euthanasia, etc. by Jurisdiction and summarized	
2. Dead animal statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife	Upon Invoicing
3. Field pick-up and drop-off: Jurisdiction and summarized, Patrol calls and response times by priority to include jurisdiction of the call and outcome	Upon Invoicing
4. Field activities response times are to be calculated from the time of the call for field service to when the Animal Control Officer arrive on the scene of the field activity. Report should include the minimum time, maximum time, average time, targeted time percentage per priority, both summarized and by jurisdictional location, and results.	Upon Invoicing
5. List of citizen complaints by jurisdiction and category, timeline for resolution, and associated outcome.	Upon Invoicing
6. Number of citations issued, categorized by ordinance and jurisdiction.	Upon Invoicing
7. Number of voidable license citations issues and number voided with the purchase of a license.	Upon Invoicing
8. Revenues collected by jurisdiction and type and summarized.	Upon Invoicing
9. Financial reports reflecting budget to actual comparison information for revenues and expenditures by line item. As an addendum to the financial report, a narrative outlining any foreseeable issues or operational changes that the Contractor believes may be necessary for approval by the County.	Upon Invoicing
10. Staff report on FTE percentage of hours spent at the County shelter.	Upon Invoicing
Quarterly Reports	**Due**
1. License sales performed by Contractor by species and type and jurisdiction with summary.	Upon invoicing for January, April, July, October
2. Rabies vaccination and microchipping clinics statistics, with summary of total vaccinations administered by species and type.	Upon invoicing for January, April, July, October
3. Dangerous & vicious animal cases by jurisdiction and outcomes.	Upon invoicing for January, April, July, October
4. Animal Control/Humane Officer training	Upon invoicing for January, April, July, October
5. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome.	Upon invoicing for January, April, July, October

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6. Maintenance and repair report listing all vehicles and the service received.	Upon invoicing for January, April, July, October
Annual Reports	**Due**
1. All monthly and quarterly statistics listed above compiled for an annual summary of animal statistics	Prior calendar year upon invoicing for February
2. Medical services staff training--list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
3. Field officer training - list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
4. Animal care staff training - list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
5. Annual dog and cat statistics in basic matrix format, including live release rates and the live release rate formula used.	Prior calendar year upon invoicing for February
6. Annual financial audit statement.	December 31st of the current year
7. Customer satisfaction rating survey results.	Prior calendar year upon invoicing for February
8. A Continuity of Operations Plan (COOP) for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services.	Prior calendar year upon invoicing for February
9. A written cost allocation methodology procedure. Methodology should consist of items such as how direct services, such as field and shelter personnel and supplies, cost are distributed vs administration personnel that may be used for other than County contract related services, if applicable.	Prior calendar year upon invoicing for February
10. A list of all current employed personnel by position paid for in full or part by the Contract with the salary/benefits and percent of FTE for each.	Prior calendar year upon invoicing for February
11. Personnel Organization chart with the percentage breakdown of FTE positions and number of FTE's. For those personnel whose responsibilities extend beyond the contract, the organizational chart will indicate the percent of full-time equivalence assigned to each staff member for the contract that will be correlated with the amount funded by the contract.	Prior calendar year upon invoicing for February
12. Detailed budget narrative outlining estimated revenues and expenditures for operating and capital needs, explanation of operational and financial changes requested from the prior year, major operation strategy shifts, and any other items necessary to provide the County with an understanding of the proposed spending plan for	Current fiscal year upon invoicing for August

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the following year.	
13. Current policy and procedures (SOPs).	Prior calendar year upon invoicing for February
14. Contractor will notify the County by January 31st of each year the number of bite quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three (3) calendar years and include data on in-home vs. shelter. Contractor will provide statistical information to the Animal Control & Licensing Manager sufficient to allow for completion of the Local Control Rabies Activity Report required by the State of California. The past years rabies information to be provided to the County no later than February 15th of each year.	January 31st and February 15th for prior calendar year
15. Provide the County with an inventory list of County owned equipment.	Prior calendar year upon invoicing for February
16. Number of spay/neuter surgeries provided to San Mateo County residents, transfer partners and shelter animals, number of spay/ neuter surgeries provided to residents outside of San Mateo County, divided by category, and total spay/neuter surgeries.	Prior calendar year upon invoicing for February
17. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome.	Prior calendar year upon invoicing for February
18. Number of volunteers, hours and tasks performed.	Prior calendar year upon invoicing for February
19. Provide the County with an itemized list of all County fees collected.	Prior calendar year upon invoicing for February
20. Number and type of disaster trainings conducted, both within their organization and with other groups in the County.	Prior calendar year upon invoicing for February
21. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.	Prior calendar year upon invoicing for February

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VIII. PERFORMANCE MEASURES

Incentive Performance Measures

1. 85% of stray and owner-surrendered animals that go through their stray hold will be moved to a positive outcome within three (3) weeks of entering the shelter. Detailed description of reasons for not meeting this objective is required for animals not moved within three (3) weeks (with the emphasis looking to improve the positive outcome over the duration of the contract). Dangerous animals, quarantined animals and animals in protective custody are excluded.
2. 95% of rabies specimens will be delivered to the San Mateo County Public Health Laboratory within 48 hours of arriving at the shelter. Detailed description is required in the notes in the Chameleon (or any successor system) software for animals not delivered within 48 hours
3. 95% of all animals entering the shelter will be administered vaccinations, dewormer, and flea control as appropriate for their species.
4. All animals receive a health assessment within 24 hours of the animal entering the shelter.
5. All dogs and cats receive an equitable full behavioral assessment no longer than 96 hours of the animal entering the shelter (not including the day of intake). Detailed description is required for animals not receiving a complete behavioral assessment. Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, and fowl.
6. 95% of all priority 1 calls are responded to within 1 hour of the reporting party calling Dispatch.
7. 95% of all priority 2 calls are responded to within 4 hours of the reporting party calling Dispatch.
8. 90 % of all priority 3 calls are responded to within 18 hours of the reporting party calling Dispatch.
9. 85% of all priority 4 calls are responded to within 24 hours of the reporting party calling Dispatch.
10. Monthly reporting of the number of citations issued to animal owners. A detailed explanation is required for ±15% variation in the measure.
11. Monthly reporting of the number of citations voided due to license purchase.
12. Provide monthly reporting on the number of animals euthanized in the field by species type and jurisdiction.
13. 100% of investigative reports including available witness statements, photos, videos, veterinarian bills, medical bills, bite reports, and police reports to the County within 3 calendar days prior to a hearing, excluding weekends and holidays.
14. 90% of dead animals are removed within 18 hours.
15. 90% of all quarantines will be responded to within 18 hours of the reporting party either calling Dispatch or a faxed bite report being received.
16. Dispatchers answer 90% of calls to Dispatch in less than 2 minutes and have no more than a 10% abandoned call rate.
17. Contractor will report quarterly and annually how many cruelty cases have been investigated and the number of cases sent to the District Attorney or City Attorney for prosecution.
18. All live animals entering the shelter with a non-urgent medical issue are examined by veterinarian/technician within 24 hours. Examinations may be visual for animals that are unsafe to handle. A detailed explanation is required for ±10% variation in the measure.
19. All officers will be trained as per state law within 1 year of hire date.
20. All staff that have access to human medical documents must be HIPAA trained by the Contractor within 30 days of hiring.

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21. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. No more than a 10% variance
22. 5% increase in the number of pets receiving a rabies vaccination at monthly vaccine clinic based upon the prior fiscal year's measure.
23. Number of pets receiving a license during the vaccine clinics shall increase 10% each year by using a baseline the prior fiscal year and for each consecutive year throughout the term of the contract.
24. Contractor shall only report out for response times those field activities logged into Chameleon (or any successor system) those that are dispatched to field staff and when they arrive on scene to the location of the activity. If other field services activities, such as phone calls, emails or text messages are logged into Chameleon (or any successor system) they will not be counted in the response time report.
25. Written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

Non-Incentive Performance Measures

26. All received animals will receive a microchip scan. Detailed description is required for animals not receiving a microchip scan
27. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.
28. Contractor will have written policies and procedures on euthanasia with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the shelter system are not euthanized and that such animals are given a positive outcome through redemptions, adoptions and transfers to other organizations.
29. Contractor will have comprehensive written policies and procedures on Field Services. Policies and procedures should include proper care and handling of animals, emergency response procedures, how animals are placed into the vehicle, how officers will keep animals protected from the heat and cold in their vehicle, and standards for cleaning and disinfecting vehicles.
30. Contractor will have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures should include proper care of injured and sick animals
31. All staff that will be euthanizing animals shall be trained per state law prior to performing euthanasia.
32. All staff and volunteers that will be responding to or caring for animals during a disaster shall take the ICS 100 & 700 online classes.
33. Contractor will be 100% in compliance with documentation outlined in this contract of animals entering the shelter. The County program manager of Animal Care and Control may conduct annual reviews of animal records.
34. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services and use of contract funds under the Agreement, and allow inspection of same by County at any time with 24 hour notice, as outlined in this Agreement
35. Contractor shall use reasonable efforts to make staff available to assist with Mutual aid, as requested and, when the contractor reasonably determines that it is unable to do so, it shall promptly provide a detailed written explanation of why it is unable to do so:
36. Contractor will have comprehensive written policies and procedures on the Volunteer Program. Contents of the policies and procedures should include, but not be limited to, the application form and process, job descriptions, selection and supervision, orientation and training, performance reviews, outline allowable and non-allowable activities, and a process for dismissal.

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Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS ($32,548,989.91). The county shall pay the contractor in accordance with the following terms:

A. Budget

1. Fiscal Year and Amount

a) 2021-22: $6,189,290.95

b) 2022-23: $6,327,480.28

c) 2023-24: $6,499,455.67

d) 2024-25: $6,674,024.00

e) 2025-26: $6,858,739.01

2. All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.

3. A detailed proposed budget is included as Exhibit F.

4. An additional amount of $100,000 annually will be included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:

a) Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive ($100,000).

b) Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive $75,000.

c) Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive $25,000.

B. Incentive Money

1. Incentive money is to be used to benefit the animals in San Mateo County (i.e., additional micro-chipping & vaccine clinics, mobile spay and neuter, disaster equipment, etc.) and Contractor will provide a summary report on how the incentive money was spent.

C. Cost Overruns

1. During any fiscal year of this Services Agreement, if the costs necessary and incidental to Contractor's provision of services hereunder are greater than could have been reasonably anticipated, Parties hereto shall meet to discuss what steps should be taken. In no event shall the County provide additional reimbursement for costs overruns without approval of the Board of Supervisors and contracting Cities' representatives.

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2. If county or state laws are passed during the term of this Services Agreement that require a greater level of service, County agrees to negotiate in good faith with Cities and Contractor to reimburse Contractor for additional costs associated with implementing the new laws. Should such amendments result in significantly increased costs to Contractor, Parties agree to negotiate in good faith to agree on appropriate reimbursement. If Parties are unable to agree on reimbursement costs, Contractor shall document the increased costs and submit to the County Controller. The Controller will conduct an independent audit. Parties agree to accept the Controller's determination of any increased costs.

3. If current state laws are amended, repealed, otherwise changed or suspended during the term of this Services Agreement that reduce, increase, alter, or remove existing relevant mandates, County may require Parties to meet to discuss possible financial and operational impacts of levels of service per the change in law, including but not limited to any decrease in contract amounts paid to Contractor. If, within 90 days, Parties reach mutual agreement as to how to proceed as a result of the change in law, it shall be memorialized as an amendment to this Services Agreement. If, after no less than ninety (90) days, Parties do not reach mutual agreement as to how to proceed as a result of the change in law, the County Controller will conduct an independent audit. Parties then have the option to accept the Controller's determination. Should Parties decide not to accept the Controller's determination, Parties have an additional thirty (30) days to determine whether they wish to exercise early termination of this Services Agreement, as set forth below. Parties' failure to exercise this early termination option at the end of this thirty (30) days results in this Services Agreement continuing without change or amendment for the duration of the term determined by Section 9 Term and Termination of this Services Agreement. Should either Party chose to exercise this early termination option, the Party shall do so by providing three-hundred-sixty-five (365) days prior written notice to other Party of its decision to terminate.

D. Modifications to the Budget or Payments

1. Any changes to the budget in Exhibit F must be requested in writing to the County no later than February 1 of the prior fiscal year for approval and a possible contract amendment by March of that year.

2. In the event that funds provided under this Agreement are expended prior to the end of the contract term period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

3. In the event that funds provided under this Agreement are not expended prior to the end of a fiscal year, Contractor shall have the opportunity to request funds no later than February 1 of the prior fiscal year to be used in the subsequent 12-month period with clear explanation for how those additional funds would be expended, and the County shall determine what amount of rollover funds will be available by March of the year.

E. Budget Monitoring and Exceptions

1. Revenue accounts shall be established for each service and shall be maintained separately by Contractor.

F. Method of Payment and Invoicing

1. Within 20 business days of the end of each month, Contractor must submit an invoice of actual costs for provision of services provided in Exhibit A for the prior month.

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a) For the month of June each year, the following deadlines for invoices exist. Specific dates for each fiscal year close will be confirmed in May of that year.

(1) June 18, 2022
(2) June 17, 2023
(3) June 15, 2024
(4) June 21st, 2025

For the FY of July 2021-June 2022, Contractor may submit one initial invoice to the County by July 5th, 2021 in the amount of $500,000 as an advance payment for the fiscal year. The Contractor will reconcile this one-time advance payment on or before the September invoice. a) A similar arrangement for a one-time annual advance payment in July for each fiscal year will be in place.

2. Other than the advance payments in July of each year, which are reconciled by September of each year, Contractor will only invoice for actual costs.

3. Within 20 business days of the termination or expiration of the contract, Contractor must submit a final invoice and refund to County any advanced funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B Section A. Budget 1. Fiscal Year and Amount.

4. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County or credit a portion of such advance payments to the County. Contractor is not entitled to payment for work not performed as required by this Agreement

a) Invoices are to be sent to:

Lori Morton-Feazell
San Mateo County Animal Control and Licensing
225 37th Ave, PONY PBH319ACL
San Mateo, CA 94403
650-573-3726
lmorton-feazell@smcgov.org

b) All invoices should reflect the "Staff report on FTE percentage of hours spent at the County shelter" and shall include:

(1) Total amount of expenses incurred
(2) A breakdown of those expenses according to budget categories included in Exhibit F
(3) A payroll report of positions identified in the annual organizational chart
(4) Associated reports on performance metrics
(5) A description of any accomplishments or challenges in providing services or changes to service provision.

5. Additional supporting documentation is not required to be submitted with invoices, however, the County can request supporting documentation on demand.

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G. Signature Claims Certification and Program Integrity

1. Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

2. The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to submit the invoice.

3. "Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____20___

Signed _____ Title _____

Agency _____"

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Exhibit C
Excluded Services

1) Enforcement of regulations regarding the number of animals per household.
2) Removal and/or disposal of dead marine animals.
3) Pick up of baby birds.
4) Pick up of dead animals (deer, wildlife or domestic) from freeways or highways (1, 35 (Skyline Blvd.), 82 (El Camino Real), 84 (Woodside Road), 92, 101, 109, 114, 230, 280, 380). Freeways and highways are maintained by CALTRANS.
5) Respond to barking dog complaints or animal noise nuisance complaints.
6) Respond, whether dead or alive, to marine mammals/fish
7) Routine patrol of leash-law enforcement in parks, beaches, and other public places when other priority calls are pending. When there are no priority calls pending, Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places where off leash dogs are not allowed, in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.
8) Under no condition shall a dangerous or vicious animal designation when determined in accordance with relevant County or City ordinance, placed on an animal by a law enforcement officer of any contract area as shown in Exhibit B to be overridden by Contractor. In cases where the contract area law enforcement officer is designating the animal as dangerous or vicious, Contractor's responsibility is limited to testifying as may be needed regarding prior history with animal and/or owner.
9) Contractor will not accept animals at the County Shelter facility which belong to non-San Mateo County residents, unless an emergency arises requiring surrender of an animal. The County Shelter may accept stray animals that were found outside of San Mateo County. The Contractor shall attempt to immediately transfer the stray animal to the proper shelter in the County where it was found in a commercially expeditious manner.
10) Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders, etc.)
11) Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc. Contractor will investigate dog vs. dog incidents at approved off leash dog areas as defined in the Ordinance.
12) Investigation of Animal Cruelty cases. This will be funded by the contractor's non-profit organization. Contractor will ensure that the Humane investigators attend an annual training with the District Attorney's office and send a report annually on the number of cruelty cases investigate along with the number of cases sent to the District Attorney for prosecution. In the event that Contractor determines that its donor funding levels have been reduced to the level that it cannot sustain the Cruelty/Neglect program, the parties agree to meet and confer about whether or not to amend this Agreement to allow for County and City cost sharing to support the program, or the County and cities taking over responsibility for the costs of the program.
13) Spay & Neutering of Animals being placed for adoptions and low-cost surgeries for the public. This will be funded by the contractor's non-profit organization. Annually a report will be sent to the County that includes number of public and adoptable animal surgeries and number of surgeries performed for County residents and non-residents.
14) Care, treatment and rehabilitation of wildlife.

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Exhibit D
Contract Areas

The unincorporated County and the following Cities have contracted for services pursuant to this Services Agreement:

Atherton
Belmont
Brisbane
Burlingame
Colma
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside

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Exhibit E
Fees to be Collected for Services Provided

In consideration of the payments set forth in Exhibit B, Contractor shall make every attempt to collect all of the following fees from the responsible party. Contractor has no authority to negotiate, waive, or retain fees.

A. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a weekly basis to the County by the Contractor.

1. Licensing revenue is to be itemized by jurisdiction and category type.in a format provided by the County.

a) All licensing fees as shown in San Mateo County ordinance 6.04.290 (a) and comparable City ordinances, including late fees whenever applicable.

B. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a monthly basis to the County by the Contractor.

1. All redemption charges as shown in San Mateo County Ordinance 6.04.290 (b) with the following limitation:

a) Impound charges and board costs for all animals except wildlife, unless wildlife is legally under permit for possession by a private citizen, including Vincent Bill Unaltered impound fees;

b) Transportation and trailing costs for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and

c) Animal rescue costs on private property.

2. All surrender, euthanasia and dead on arrival disposal fees, as shown in San Mateo County Ordinance 6.04.290 (c).

3. Quarantine fee – Home, as shown in San Mateo County Ordinance 6.04.290 (d).

4. Dangerous Animal Permit – permit, inspection, and signage fees, as shown in San Mateo County Ordinance 6.04.290 (e), (f), and (g).

5. Field Return fees, as shown in San Mateo County Ordinance 6.04.290 (h).

6. Breeding and Fancier Permit fees, as shown in San Mateo County Ordinance 6.04.290 (i) and (j).

7. Return check fees, as shown in San Mateo County Ordinance 6.04.290 (k).

8. Record request fees, as shown in San Mateo County Ordinance 6.04.290 (l).

9. Administrative hearing fees, as shown in San Mateo County Ordinance 6.04.115 (f) or the applicable city ordinance.

10. Fees collected for dead animal pick-up in public areas and disposal; trap rental; dead animal pick-up on private property; and citation clearance.

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C. Uncollectable Fees

1. Contractor has no legal authority to negotiate, waive or retain fees for services unless provided by the applicable ordinance. Contractor shall collect all fees at the time of service or prior to release of impounded animal or release otherwise authorized per this Agreement.

2. Contractor shall use all reasonable efforts to collect the fee from the responsible party at the time the animal is returned to the owner or the owner's representative, and shall not release the animal until fees are paid unless refusing to release the animal would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility.

3. Contractor will provide responsible party with a form provided by the County and agreed to by Contractor. Form will acknowledge debt for services provided by Contractor by executing said form with responsible parties' signature. Parties shall meet when necessary to agree upon the form.

4. If fees remain uncollectable after reasonable efforts, Contractor will send the following to the County on a monthly basis:

a) Excel spreadsheet showing the following:

(1) Responsible party's name, address, and telephone
(2) Service provided and fee charged by Contractor
(3) Reason Contractor was unable to collect fee at the time of service

b) Itemized invoice

c) Returned check, if applicable

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Exhibit F
Five-Year Budget (PROPOSED IN RFP)

Entity Name: Peninsula Humane Society						
	Year 1 Budget	Year 2 Budget	Year 3 Budget	Year 4 Budget	Year 5 Budget	Grand
Budget Category	**Total**	**Total**	**Total**	**Total**	**Total**	**Total**
Personnel	$3,432,241.20	$3,529,662.03	$3,635,551.89	$3,744,618.44	$3,856,957.00	**$18,199,030.55**
Fringe	$1,120,626.75	$1,152,434.65	$1,187,007.69	$1,222,617.92	$1,259,296.46	**$5,941,983.48**
Operating Expenses	$1,139,500.00	$1,162,290.00	$1,185,535.80	$1,209,246.52	$1,233,431.45	**$5,930,003.76**
Equipment	$78,200.00	$79,764.00	$81,359.28	$82,986.47	$90,058.36	**$412,368.10**
Subcontracts	$387,080.00	$373,221.60	$379,486.03	$385,875.75	$392,393.27	**$1,918,056.65**
Other Costs	$31,643.00	$30,108.00	$30,514.98	$28,678.90	$26,602.48	**$147,547.36**
Total Expenditures	**$6,189,290.95**	**$6,327,480.28**	**$6,499,455.67**	**$6,674,024.00**	**$6,858,739.01**	**$32,548,989.91**

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Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

I. DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and

164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

a. ***Business Associate.*** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
b. ***Covered Entity.*** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
c. **HIPAA Rules**. "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
d. ***Designated Record Set***. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
e. ***Electronic Protected Health Information***. "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
f. ***Individual***. "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
g. ***Privacy Rule***. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
h. ***Protected Health Information***. "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
i. ***Required By Law***. "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
j. ***Secretary***. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
k. ***Breach.*** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
    1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
    2. Identity of the unauthorized person or to whom impermissible disclosure was made;
    3. Whether PHI was actually viewed or only the opportunity to do so existed;
    4. The extent to which the risk has been mitigated.
l. ***Security Rule***. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

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m. ***Unsecured PHI.*** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.

n. ***Security Incident***. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

II. OBLIGATIONS AND ACTIVITES OF CONTRACTOR AS BUSINESS ASSOCIATE

a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.

d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.

e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.

g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.

j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

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m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

IV. OBLIGATIONS OF COUNTY

a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

V. PERMISSABLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

VI. DUTIES UPON TERMINATION OF AGREEMENT

a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form.

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This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

VII. MISCELLANEOUS

a. Regulatory References. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

c. Survival. The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.

d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Business Associate.

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Attachment I
Fingerprinting Certification Form

DATE: July 1, 2021

AGREEMENT WITH: Peninsula Humane Society & SPCA

FOR: **Peninsula Humane Society & SPCA**

Contractor will require records of fingerprinting and background checks for program staff in sensitive positions including animal control officers, humane officers, and staff who treat animals with controlled drugs or perform euthanasia.

NAME: Anthony Tansimore

TITLE: President

SIGNATURE: DocuSigned by: Anthony Tansimore AF55FF92D70C4C3...

DATE: 5/6/2021 | 4:03 PM PDT

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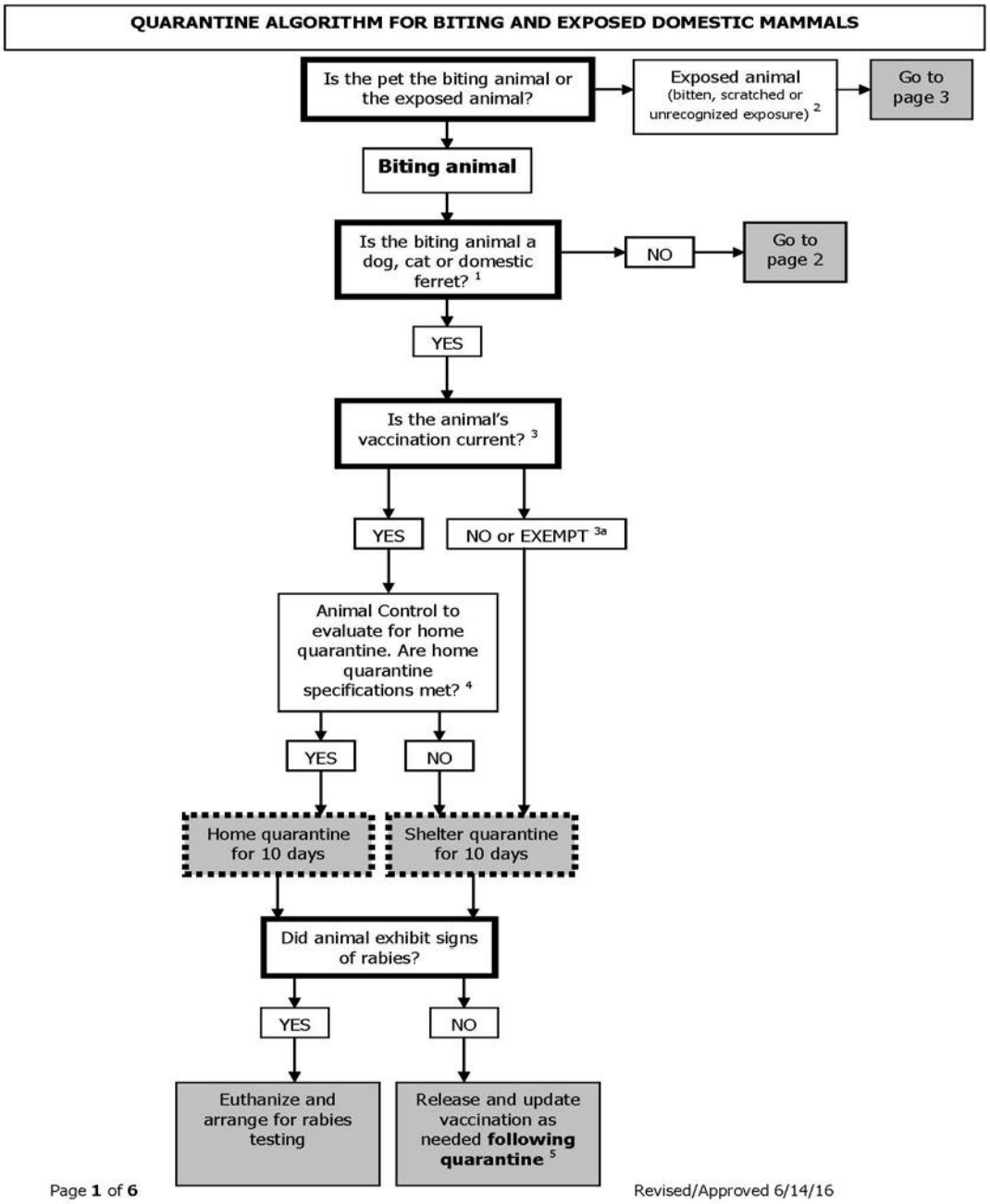
Attachment J
Rabies Algorithm



Page **1** of **6**

Revised/Approved 6/14/16

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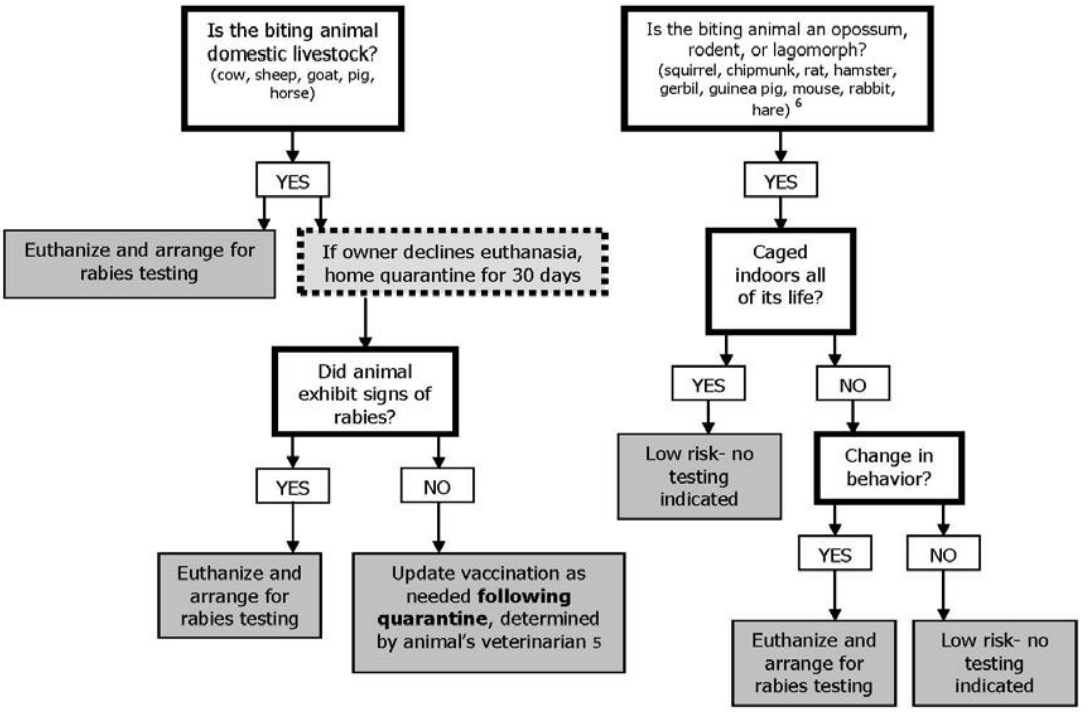
QUARANTINE ALGORITHM FOR **BITING** DOMESTIC MAMMALS



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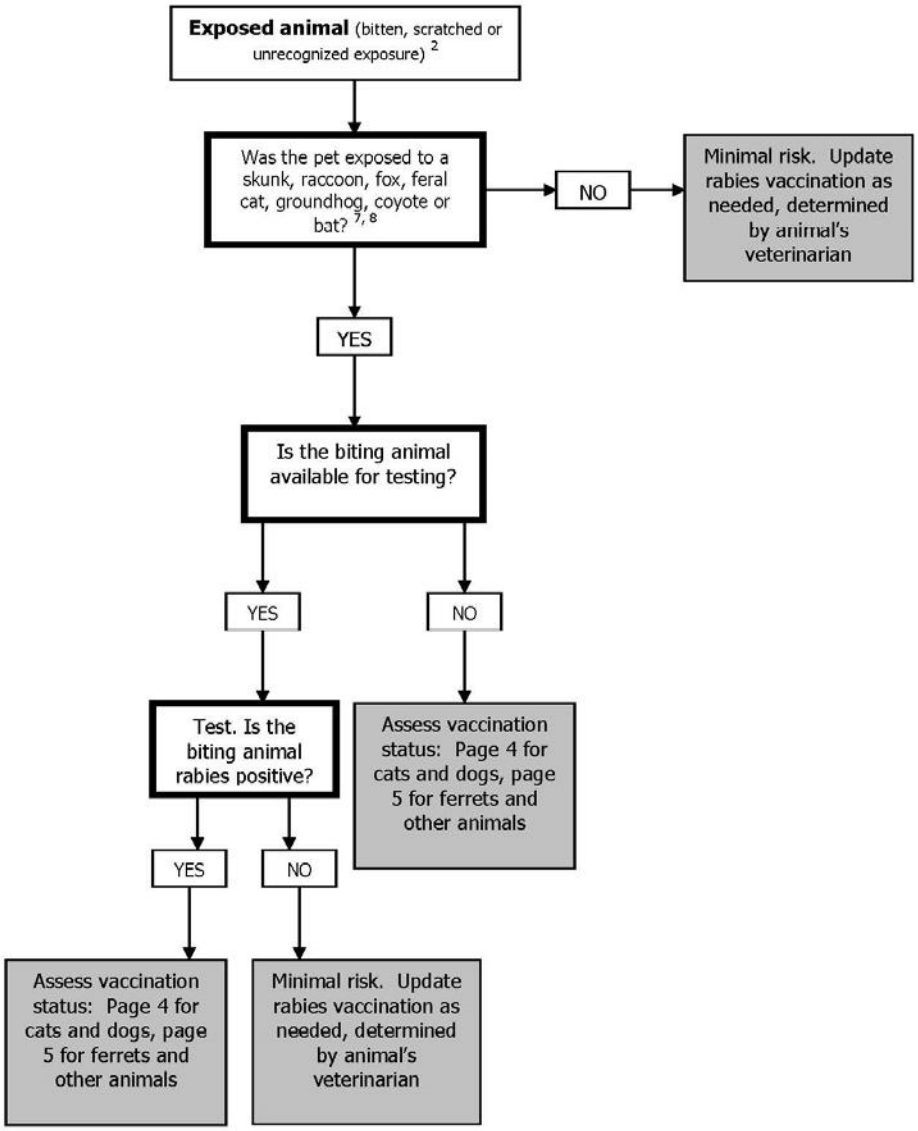
QUARANTINE ALGORITHM FOR **EXPOSED** DOMESTIC MAMMALS - **GENERAL**



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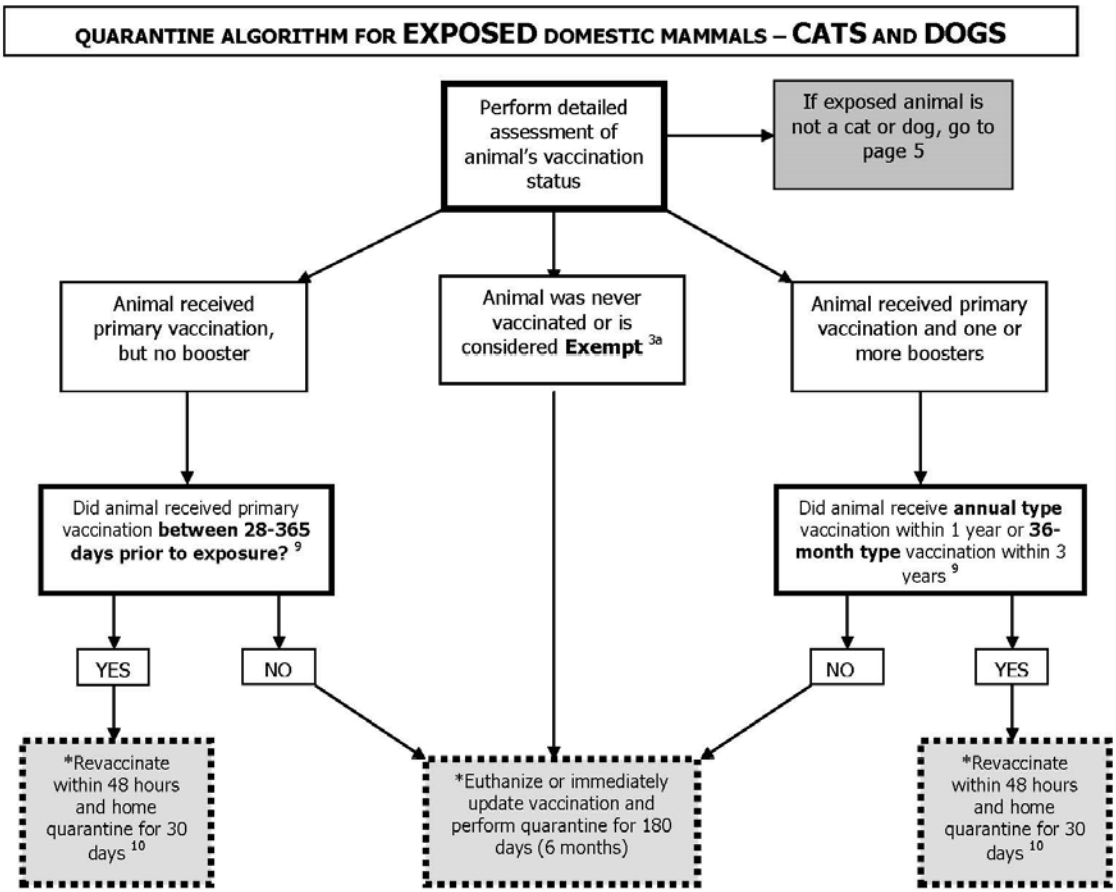

***If animal displays signs of rabies – euthanize and test for rabies. The animal's veterinarian or a shelter veterinarian should perform any vaccination.**

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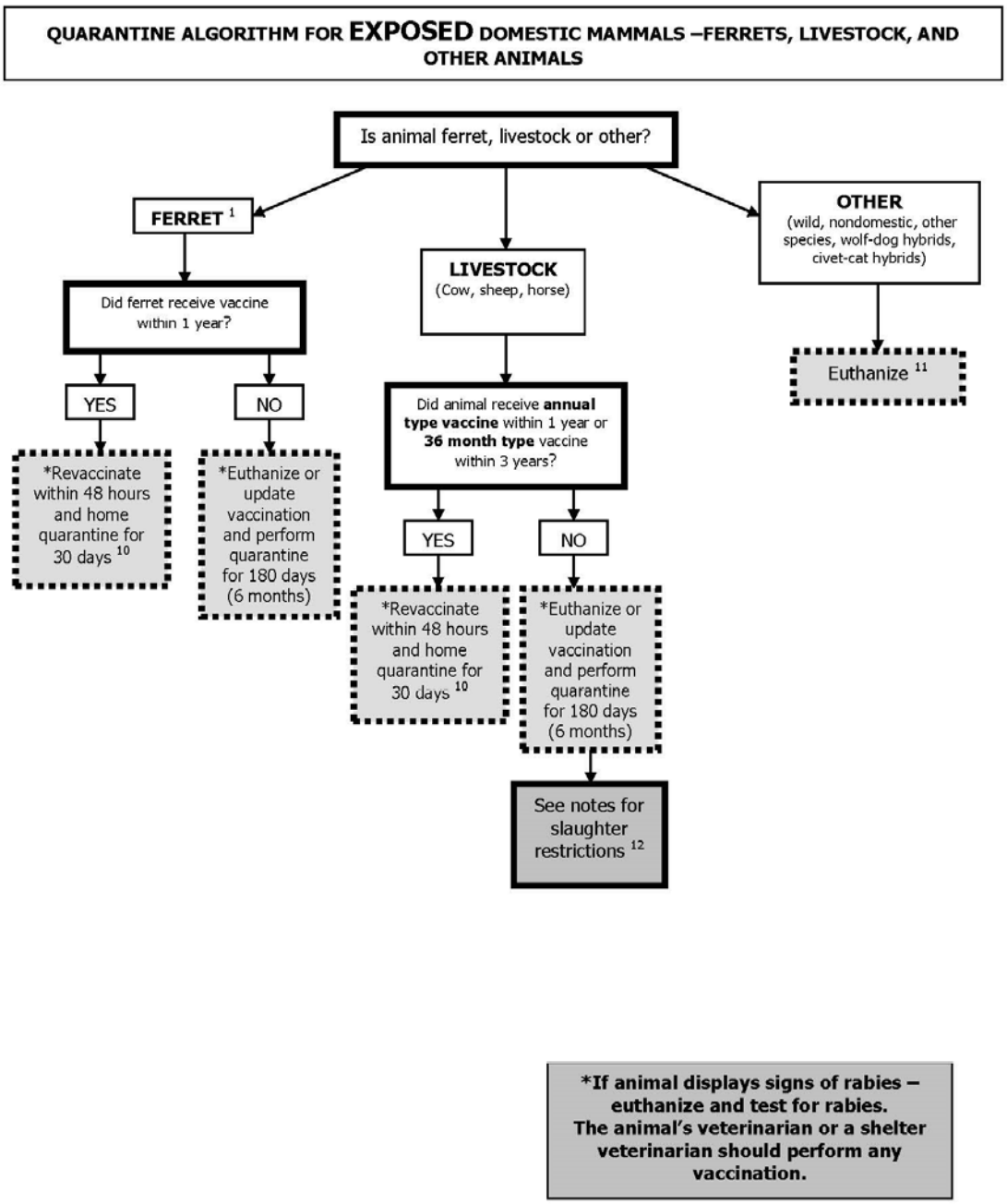

***If animal displays signs of rabies – euthanize and test for rabies. The animal's veterinarian or a shelter veterinarian should perform any vaccination.**

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NOTES

1 Ferrets are illegal in the State of California. Biting ferrets must be confiscated by the animal control agency and isolation conducted under the direction of the local health officer in an animal control shelter or veterinary hospital. Any ferret isolated for a human bite must be reported to the California Department of Fish and Wildlife for disposition following the isolation.

2 Rabies is transmitted through bite wounds, open cuts in skin, and onto mucous membranes. Contamination of open wounds, mucous membranes, or scratches with saliva or nerve tissue from an infected animal constitutes a non-bite exposure.

3 Current rabies vaccination per California Health & Safety Code Section 121690.

3a Exempt animals are animals that have been granted an exemption from rabies vaccination by the County of San Mateo's Health System on advice of the animal's veterinarian. Despite current exemption status, exempt animals are considered unvaccinated per California Health & Safety Code Section 121690.

4 The Peninsula Humane Society & SPCA's Animal Rescue and Control determines if an animal's home qualifies for home quarantine or shelter quarantine. Contact: (650) 340-7022

5 Vaccination in biting animals should be performed following quarantine as side effects secondary to vaccination (within 30 days) can mimic the symptoms of rabies.

6 Small rodents and lagomorphs have a low risk of rabies.

7 These are wild animals at high risk for infection with rabies.

8 Bat bites are small and may go unnoticed. If a pet is found alone with a bat, that pet should be treated as exposed. If the bat is available, animal control should be contacted to retrieve the bat for testing.

9 Dogs and cats are considered currently vaccinated 28 days after primary vaccination, and immediately after booster vaccination.

10 San Mateo County guidelines are based on Title 17 of the California Code of Regulations that states exposed, vaccinated animals should be quarantined for 30 days.

11 Wild, nondomestic, and other animal species bitten by or exposed to a rabid or suspect rabid animal should be euthanized immediately. There is little information on rabies incubation, clinical presentation, and viral shedding in domestic animal species other than dogs, cats, and ferrets.

12 Federal guidelines state that animals exposed to rabies within 8 months should be rejected for slaughter. USDA Food and Inspection Service (FSIS) and state meat inspectors should be notified of exposed animals prior to slaughter. If an exposed animal is to be custom or home slaughtered, it should be done immediately after exposure with appropriate barrier precautions and all tissues cooked thoroughly. Pasteurization and cooking inactivate the rabies virus.

Legend

Quarantine action
Other action
Question
Answer

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Attachment K
Animal Shelter Facility Use and Maintenance Agreement

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Animal Shelter Facility

Use and Maintenance Agreement

Between

The County of San Mateo as “County"

and

Peninsula Humane Society & SPCA as “Contractor"

for

The Animal Shelter Facility

12 Airport Blvd, San Mateo CA 94401

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Section I. General Provisions

A. The purpose of this Animal Shelter Facility Maintenance Agreement ("Agreement") is to set forth the roles and responsibilities of the County of San Mateo (hereinafter "County," which includes employees, officers, and authorized representatives), acting through its San Mateo County Health Division of Public Health Policy & Planning ("PHPP"), and the County Public Works Department Facilities Maintenance, Operations and Building Services ("Facilities Services"); and the Peninsula Humane Society & SPCA (hereinafter "Contractor," which includes employees, officers, and authorized representatives) for Contractor's use, operation and management of the Animal Shelter Facility, located at 12 Airport Boulevard, in the incorporated area of the City of San Mateo, California ("Shelter").

B. The parties understand and agree that Contractor's use of the County-owned Shelter is pursuant to and contingent upon an active Service Agreement between Contractor and County for Contractor's animal control services to the County ("Animal Control Services Agreement"). Contractor may use and occupy the Shelter only for the purpose of providing animal control and sheltering services to the County and cities as set forth in the Animal Control Services Agreement and any additional activities as mutually agreed to by Parties. This Agreement shall terminate concurrently with the Animal Control Services Agreement.

If there is a material breach of this Agreement by Contractor, then this Agreement is subject to termination at the County's option if Contractor fails to cure the breach within sixty days (60) notice by County of such breach. However, if the breach Is causing continuing damage to the Shelter, County may take any steps necessary to immediately halt such damage, and if the breach is intentional or negligent, then Contractor shall be solely responsible for the cost and expense.

Upon expiration or termination of this Agreement and/or the Animal Control Service Agreement, Contactor shall be given 7 days to vacate the Shelter by removing all Contractor-owned and personal items and return the Shelter in a clean and orderly fashion, ordinary wear and tear excepted. Contractor will use best efforts to not disrupt any operations occurring at the shelter during this time

C. This Agreement shall be in effect from the date last signed below and run concurrent with the Animal Services Agreement and any fully executed extensions. Upon termination of this Agreement, Contractor shall vacate the Shelter on the date of termination and return it to County in good condition, excepting normal wear and tear. Any damage to the Shelter caused by the negligent or intentional acts of Contractor shall be promptly repaired by Contractor at its sole expense and not out of Contract funds or other County funds.

D. The County acknowledges and agrees that the entirety of fees and costs related to Contractor's operation of the Shelter, and/or performance of this Agreement, shall be funded solely from the Contract Funds provided to Contractor from County under the

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Animal Control Services Agreement, except as otherwise provided herein. The County and Contractor acknowledge and agree that if the Contract Funds prove insufficient to meet the financial needs of maintaining the Shelter, and/or performing Contractor's maintenance and repair duties under this Agreement, the Contractor will not be responsible for the payment of any overage, unless caused by its negligent or intentional acts or omissions. If the Contractor anticipates costs that will exceed the Contract Funds, Contractor will use best efforts to provide County with notice as soon as it becomes aware of such potential overage, on a quarterly basis, and provide adequate documentation of the cause and amount of such anticipated coverage.

E. Indemnification and Insurance

1. Hold Harmless & Indemnification

(i) Contractor shall hold harmless and indemnify the County, and each participating city as listed in the Animal Shelter Service Agreement as third party beneficiaries, their officers, agents, and employees from all claims related to performance of this Agreement and/or use, operation, maintenance or repair of the Shelter by Contractor or its employees, contractors or agents including suits or actions of every name, kind and description, brought for, or on account of: (1) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County or Contractor's agents, officers or employees; (2) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of County or Contractor or its agents, officers, or employees; or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and/or which result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees. This obligation shall survive the termination of this Agreement for any claims arising during its term.

(ii) The County shall hold harmless and indemnify Contractor, its officers, agents, and employees from all claims caused by the conduct of the County, or its agents, officers or employees, including but not limited to suits or actions of every name, kind and description, brought for, or on account of: (1) any and all claims related to the construction, and/or repair of the shelter by the County, whether such claims are based on performance or performance of an obligation, and whether such claims are based on conduct that happened before and/or after Contractor took possession of the Shelter; (2) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County's agents, officers or employees; (3) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of the County or its agents, officers, or employees;

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or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and which result from the negligent or intentional acts or omissions of the County, its officers or employees. This obligation shall survive the termination of this Agreement.

(iii) In the event claims are brought against Contractor and County, the ultimate liability for damages, shall be apportioned according to the comparative fault of Contractor and County.

The duty of Contractor, and of the County, to relieve, indemnify, protect and hold harmless, as set forth hereinabove, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

2. Property Damage Coverage

All Risk Contractor at its cost shall maintain on the building and improvements that are a part of the Shelter a policy of all risk property, in the amount of the replacement value of the Shelter, its improvements and contents. The insurance policy shall be issued in the names of County and Contractor as their interests appear. The insurance policy shall provide that any proceeds shall be payable to County, excluding proceeds related to damage to equipment and supplies owned by Contractor.

3. Liability Insurance

Contractor at its cost shall maintain Comprehensive Liability insurance for the following coverages with the following limits Insuring against all liability of Contractor and its authorized representatives arising out of and in connection with Contractor's use or occupancy of the Premises:

(i) Shelter Premises Liability with a minimum limit of $1,000,000 Combined Single Limit (CSL) each occurrence; and
(ii) All Comprehensive Liability insurance shall insure performance by Contractor of the Hold Harmless and Indemnification Sub-section of this Agreement;
(iii) County shall be named as "additionally insured";
(iv) All required Insurance shall contain a Separation of Insureds or Severability of Interests provision; and
(v) The policy shall not be cancelled or non-renewed unless the County has received 30 days prior written notice. (Ten days prior notice in the event of cancellation for nonpayment of premium is acceptable.) Written notice shall be sent to:

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County of San Mateo
Attn: Animal Services
225 37th Ave.
San Mateo CA. 94403

4. Workers' Compensation and Employer's Liability Insurance

During the entire term of this Agreement, Contractor shall have in effect Workers' Compensation coverage providing full statutory benefits and employer's liability. In executing this Agreement, Contractor makes the following certification:

Contractor is aware of the provisions of Section 3700 of the California Labor Code, which require every employer (1) to be insured against liability for Workers' Compensation or (2) to undertake self-insurance in accordance with the provisions of the Code. Contractor will comply with such provisions.

5. Miscellaneous Insurance Provisions

Contractor shall pay the premiums for maintaining the insurance required hereinabove. All the insurance required under this Agreement shall:

(i) Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A- IV status as rated in the most recent edition of Best's Insurance Reports. Coverage provided by State Fund Insurance shall satisfy this requirement.
(ii) Be issued as a primary policy.
(iii) Contain an endorsement requiring thirty (30) days' notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
(iv) County shall be named as "additionally insured" on each policy.

6. Certificate of Insurance

A certificate of insurance, together with evidence of payment of premium, shall be deposited with County at the commencement of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of each policy.

In the event Contractor fails to deliver the certificate of insurance verifying insurance coverage as required in this Section, County may declare a material breach and terminate the Agreement as provided herein or, at its option take out all or part of the required insurance and pay the premium thereon on behalf of Contractor.

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7. Force Majeure

(i) Neither party is responsible for any failure to perform or delay In performing its obligations under this contract, to the extent it is prevented or delayed in performing those obligations by an event of force majeure.

(ii) Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party In performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.

(iii) Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide, within 15 business day, a schedule for managing the Contractor's obligations under this Agreement to minimize the effects of the prevention or delay caused by the event of force majeure.

(iv) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

(v) Definition. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, and includes but is not limited to such matters as:

a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;

b) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;

e) regional health emergency due to government health advisory(ies); and

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f) strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which Is specific to the performance of the works or this contract.

g) Increased costs incurred by Contractor in the provision of services under this Agreement, shall not In itself be considered an event of force majeure even if such increased costs are the result of such an event.

Section II. Contract Information

To better coordinate all services, Facilities Services has established the Facilities Customer Service Center (FCSC). The FCSC provides a single point of contact for customers and dispatch of staff and should be the primary resource for departmental or Contractor's Maintenance Coordinators and others responsible for requesting maintenance services. The FCSC is staffed during normal business hours and can be reached at 363-4444.

For management issues and/or to discuss specific activities or projects, the overall coordinator of this Agreement and the main point of contact is Gary Behrens, Facilities Services Manager, 363-1875.

For custodial issues specifically, contact Duane Minor, Building Services Manager, 363-4445.

The supervisor for each area or function will manage day-to-day activities:

1. Win Maung, 599-1300 (wmaung@smcgov.org). Operation and maintenance of facility systems and equipment for County owned buildings at the Government Center, Redwood City.
2. Thomas Sipp, 312-5257 (tsipp@smcgov.org). Operation and maintenance of facility systems and equipment for County owned and leased buildings in outlying areas.
3. Patrick Oliver, Crafts Supervisor, 363-1877 (poliver@smcgov.org). Repair, maintenance, and safety/regulation required upgrades related to carpentry, painting, and locksmith services for all County facilities.
4. Jose Villalobos or Mark LaGrone, 363-1951 (jvillalobos@smcgo.vorg & mlagrone@smcgov.org). Custodial, parking lot, loading dock, and room set-up services for all County Center facilities.

Facilities Services is responsible for updating and maintaining this list with current contact information.

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Section III. Baseline Services

The baseline services outlined below are to be paid for by Contractor solely with funds provided to Contractor under the Animal Control Services Agreement the provided ("Contract Funds") (see Section VII for current charges). If these fees exceed the Contract Funds, the financial obligations shall be resolved in accordance with Section I.D., supra.

A. General Shelter Facility

1. Preventive Maintenance and Routine Repairs

Facilities Services will responsible for performing regular repair and maintenance on the Shelter, including all parts, material and labor. Facilities Services will make, or schedule repairs as determined by the County to be needed, or pursuant to a reasonable request by Contractor, with 24 hours advance notice to Contractor if possible, by phone or email. Repairs and maintenance include, but are not limited to, any and all work on the following areas of the Shelter:

i. Structural portions of buildings (roof, gutters, doors, skylights windows, flooring)
ii. Solar panels and carports
iii. Repair and maintenance to the building mechanical systems including heating, ventilation & air conditioning system (HVAC), electrical distribution and lighting
iv. Repairs of electrical systems (except for light fixtures)
v. Exterior painting (with exception of any touch-up exterior painting)
vi. Interior painting of common areas in County standard colors (entrances, lobbies, restrooms, main hallways)
vii. All major plumbing issues shall be maintained by Facilities Services; however, toilet fixtures and sink clogs shall be the responsibility of the Contractor. If any damage is caused by Contractor's, or a vendor of Contractor's, intentional or negligent acts, Contractor shall be responsible for the cost of repair, not out of Contract Funds. County shall not be considered a vendor for the purposes of this Agreement.
viii. Preventative maintenance of the fire alarm system
ix. Generators and emergency power systems
x. All warranty work related to the new construction. Facilities Services to communicate to Contractor which items are under warranty.
xi. Facilities Services staff will perform quarterly facility inspections to identify the condition of the various systems and structure and will identify necessary repairs or maintenance to be performed to keep the facility in proper condition. Facilities Services and other County staff or officials may inspect the condition of the Shelter Facility at any time during working hours. In order to limit the impact to Contractor operations, County shall provide Contractor with at least 24 hours'

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notice of the intended inspection, which notice may be provided by email.

2. Contractor Obligation to Notify of Needed Repairs or Maintenance

Contractor shall promptly notify Facilities Services of any necessary repairs or maintenance that could impact the long-term condition of the Shelter, or the provision of animal control and animal care services to the County.

3. Emergency Repairs

Facilities Services will assure response in all critical situations within 2 hours of receiving actual notice, making immediate temporary repairs when required for safety or security reasons. Examples of such situations include but are not limited to:

(i) Broken windows, doors and locks
(ii) Air conditioning in computer server rooms and other sensitive areas
(iii) Interruption of electrical service
(iv) Broken pipes and clogged plumbing (Contractor shall try to clear clogs In toilet or drain prior to calling Facilities Services)
(v) Leaking roofs
(vi) Damage resulting from natural disasters
(vii) Other situations which Contractor or County reasonably determines compromises the immediate health or well-being of the animals, the staff, volunteers or visiting public.

4. Process by which Contractor addresses Repairs/Service Needed on an Emergency Basis

(i) Upon becoming aware of a situation, Contractor shall immediately notify Facilities Services of any repairs or maintenance needed to address items that could cause immediate damage or injury to the Shelter, or to persons working or animals being cared for therein, including but not limited to plumbing/water leaks, roof leaks, or fire or other hazards.
(ii) Should an urgent situation arise in which Facilities Services is unable to respond within 2 hours to a major system failure which has the potential for immediate and serious health or safety impacts to animals, staff/volunteers, employees, or the public, and/or the continued operation of essential animal control and sheltering programs and which cannot be otherwise managed or contained, Contractor may retain the services of a reputable repair person to address the issue, after notifying Facilities Services.
(iii) Contractor shall notify Facilities Services and PHPP within 2 hours of its decision and reasoning to take such actions. Contractor will provide Facilities Services with the key points of how the issue is being addressed. If possible, Contractor will arrange for a temporary solution so that Facilities Services can complete the full work once they are available. Contractor will use Contract Funds if Contractor incurs expenses due to

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an emergency repair as outlined in this subsection, unless caused by the intentional or negligent acts or omissions of Contractor, or its vendors, in which case Contractor shall be responsible for these expenses not using Contract Funds.

(iv) Contractor must comply with any prevailing wage requirements of state law as applicable for any construction or repair it undertakes not performed by Facilities Services.

5. Utilities

(i) Contractor is responsible for furnishing and paying for all utilities for the Shelter, including gas, water, electricity, sewer, telephone/internet and garbage service. All utility services shall be paid from the provided Contract Funds.

(ii) Contractor shall maintain all records pertaining to all repair, replacement, maintenance utility and other services provided under this Agreement for a period of four years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by the County, a Federal granter agency, and the State of California.

6. Signage

(i) Facilities Services will provide directional signs for parking lots and building lobbies.

(ii) Contractor will have input on suitability of all signage installed by County. PHS will not install signage without approval of County.

7. Pest Control

Contractor will use best efforts to maintain the Shelter pest- free. Contractor (PHS) will enter into, pay the costs of, and monitor a recurring and scheduled contract for pest control services in and around the Shelter, and on an as needed basis. The contract shall cover control of all types of pests, including termites and all types of insects, rodents and other and vermin. Costs will be paid from Contract Funds. The pest control invoices/reports will be made available to County upon request.

8. Disaster Response

In the event of a natural disaster such as a major earthquake, Facilities Services staff are trained and prepared to respond to and secure building systems. County shall not be responsible or liable for any damages to Contractor or any third party for injuries or damages caused by a natural disaster or any injuries or damage to any person or property belonging to any person, or interruptions of any operations of Contractor, as a result of a natural disaster.

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9. Skilled Craft Services

i. Carpentry

Facility Services carpenters will perform maintenance and repairs as needed as determined by the County Facilities Services, or upon reasonable request by Contractor, and approval by County on roofs, doors, windows, water damaged areas and hard surface floors in common areas. Facilities Services will also patch and repair chips and holes in walls. Other carpentry services are available on a fee for services basis {see Section IV).

ii. Lock Work

Locksmith services provided under baseline services Include the repair or replacement of broken building locksets (excluding Contractor property such as file cabinets and desk), repair or adjustment of improperly working door closers; providing duplicate keys with proper authorization; re-keying locks for security reasons as determined necessary by Facilities Services; replacing worn or outdated locksets; and any work required because of new codes and regulations, as determined by Facilities Services. Keys for or repairs to County property, including but not limited to desks, file cabinets, and vehicles are beyond the facility service charge and will be repaired by the contractor using funding from the animal control services Contract Funds.

10. Grounds Services

i. Landscaping

Facilities Services is responsible for providing and monitoring the landscaping services for the Shelter. Under this contract, and as determined necessary or desirable by Facilities Maintenance, the landscaping crews will install and maintain irrigation systems; propagate and plant appropriate species; prune, trim, fertilize, now, and provide all other care and maintenance for plants, shrubs, trees, turf, and lawns.

11. Custodial and Janitorial Services

Contractor shall maintain all interior and exterior areas of the Shelter and grounds in a clean and sanitary condition. Contractor may provide this service through its staff or shall retain a reputable vendor to provide janitorial and custodial services at a reasonable cost and as needed to fulfill its responsibility to maintain the Shelter in a clean and sanitary condition.

Facilities Services will provide no Custodial or Janitorial for the shelter.

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Section IV. Additional Services

Services requested by Contractor and not outlined in Section Ill are considered "additional services," and shall not be provided unless approved by the Directors of County Health and Department of Public Works. If approved, services listed below will be scheduled upon receipt of a work request from County Health, and the associated costs will be invoiced to the Contractor. Contractor will use Contract Funds to pay the invoice within 30 calendar days from date of mailing or emailing; if not timely paid, County will deduct the past due amount from Contractor's next monthly payment. The majority of these services are provided under the administration of the Construction Services Section (CSS) located at 30 Tower Road, San Mateo. Requests for services and cost estimates should be routed through San Mateo County Health System (Animal Control Manager). Contractor shall in no circumstance alter any part of the Shelter structure or install any fixture, without prior written County approval from the Directors of the San Mateo County Health and Department of Public Works.

A. Carpentry

New:

- Floor coverings
- Commercial fixtures
- Acoustical ceilings
- Doors/windows
- Soundproofing and insulation
- Air conditioning units
- Restroom partitions and fixtures tile work
- Concrete slabs and retaining walls

Building and/or custom fabrication:

- Storage structures
- Security gates, windows, etc.
- Custom cabinets and casework
- Custom shelves, reception counters, etc.
- Wall framing and drywall
- Custom racks, bins, etc., for delivery vehicles

B. Electrical

- Install additional electrical circuits and outlets
- Upgrade and install new workplace lighting
- Install Pleione electrical whips
- Install and maintain security alarm systems
- Set up temporary power for events.

C. Lock Work

- Lock drilling (when keys are lost or locked inside, contact FM&O)

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- New installation (result of new construction or remodeling)

D. Other

- Directional signs for departmental areas
- General construction site cleanup

Need for county approval for any fixtures, repairs, remodeling or construction at the Shelter. Any of the above items as well as any new fixtures, construction, repairs or remodel (to include altering of the building or grounds in any way) may not be undertaken without the express, prior written permission of the Director of San Mateo County Health or designee, and the Director of the Department of Public Works, or designee, except as otherwise provided under this Agreement.

If Contractor performs any construction work, remodeling or repairs, or attaches any fixtures to Shelter or other county-property without such written permission, or changes the grounds in any manner, Contractor must promptly return the Shelter building, property or grounds to its original condition at its own expense and not using Animal Control Services Contract Funds or any other County funding, except as otherwise provided under this Agreement.

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Section V. Excluded Services

A. <u>This Agreement does not include any of the following which will be Contractor responsibility:</u>

Contractor shall be solely responsible for maintaining the below items. Money for all repairs and costs will come from the Contract Funds. Any such items undertaken by Contractor shall be documented and all invoices for any such work, shall be kept and provided to County on a quarterly basis. For major equipment owned by the County (as listed In subsection (d) below, and any similar equipment), Contractor shall use a reputable, qualified, and licensed contractor or vendor, and may not use its own employees or volunteers for such work without County approval. If employees or volunteers are used for work, no additional County funds shall be used for such labor, except those funds otherwise used to pay the employee's regular salary. Contractor agrees that all major equipment owned by the County (as listed In subsection (d) below, and any similar equipment) will be serviced by a qualified vendor.

1. Light bulb replacement to include lamps and ballast

2. Plumbing clogs: Contractor will first attempt to unclog and if unsuccessful will submit a request to Facilities Services for repair. (Contractor may not hire a service to attempt to unclog pipes.)

3. Equipment maintenance and repair as follows:

- Washers/dryers
- Kennel cleaning equipment
- Safes, lock boxes
- Clippers
- Surgical tables
- Audio visual equipment camera, security and intrusion alarms
- Computers/printers/scanners etc. and phone system
- Cash Registers/credit card machines, fax machine etc.
- Any other specialty equipment for animal sheltering
- Refrigerators

4. These items must be repaired by a qualified vendor

- X-ray equipment
- Anesthetic machine
- Surgical lights
- Auto clave

5. Kennel fencing repairs, to include the replacement of mud flaps or guillotine doors, door latches etc. (if CMU needs repair, the Contractor will submit a repair request to the Manager of Animal Control and Licensing for approval prior to contacting Facilities Services)

6. General:

- Repair office furniture
- Anchor files and shelving

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- Hang pictures and bulletin boards; however, Contractor shall take care not to damage County property in its placement and installation of these or any other items attached to walls or ceilings

7. Intercom systems

8. Installation of new animal shelter equipment that is not attached to the structure.

9. Replacement of any equipment purchased by the Contractor for use in animal sheltering or animal control operations: Contractor shall not replace equipment to be paid for by Contract Funds without prior approval from County of equipment to be replaced and cost if cost exceeds $5,000 per individual item. If the need to replace such equipment is due to Contractor misuse or negligence, as distinct from wear related to appropriate use, Contractor shall replace such equipment from its own funds not Contract Funds, or any other County funds. Funds for approved replacement equipment not misused or damaged by Contractor are to come from Contract Funds. Any equipment or items purchased with Contract Funds or other County funds Is property of the County. Contractor shall use Contract Funds for purchase of equipment or vehicles to be used at the Shelter for providing services, which equipment. and vehicles shall be County owned.

10. Paint offices, conference rooms and staff bathrooms.

11. Keep the landscaped areas, walkways and patios, adjacent sidewalks, and other common areas In and around the County facility clean and in good repair

12. Sweep the entrances to County facility as needed and will keep glass doors clean

13. Contractor is solely responsible for custodial and pest control at the shelter.

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Section VI. Additional Responsibilities

A. Facilities Services Responsibilities

1. For routine maintenance of systems, Facilities Services will

(i) Provide the Contractor with advance schedule to the extent practicable

(ii) Provide Contractor no less than 24 hours' notice when that maintenance is to occur (allowing Contractor to weigh in as to whether or not the scheduled maintenance will interfere with operation and if it will interfere Contractor will give alternate dates within a reasonable time frame when the repair/service can be completed.)

(iii) Provide Contractor with acknowledgement that the service has in fact occurred and any unusual findings related to that service. This notification will be done by a service request confirmation.

2. For other than routine scheduled maintenance

(i) Contractor will notify Facilities Services of needed repair/service without delay via phone, fax, or email to the DPW call center. Contractor shall be responsible for any damage to the Shelter, its contents or any person caused by its failure to timely notify the County of needed emergency repairs of conditions that threaten the structure or its contents or the health or safety of occupants or the public.

(ii) Facilities Services will notify Contractor within 24 hours of its anticipated investigation of requested repair (if the matter is something that can be addressed at the time of investigation, Facilities Services to adhere to steps which follow):

a) Notify the Contractor's Maintenance Coordinator at least 24 hours in advance of any scheduled maintenance activity that may affect the Contractor's normal working operation (noise, dust, odors, interruption of water or electrical service, etc.).

b) Facilities Services to notify contractor of findings of the investigation and its plan to address (and except for the case of emergency repairs, allowing Contractor to weigh in if the scheduled repairs will interfere with its operation)

c) Critical or emergent work will be completed at time of investigation.

d) Facilities Services to notify Contractor promptly upon completion of the repair. Notification will be given by service request confirmation of close out.

e) Contractor will notify Facilities Services of its review of the repair once completed.

f) All communication between Contractor and Facilities Services will be copied to PHPP.

g) Facilities Services will leave the work areas safe and clean of any debris caused by the repairs upon completion of the task.

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h) Facilities Services and Contractor will comply with all state and federal laws and regulations regarding the handling and disposal of materials and waste products associated with the normal operations of the facility or its maintenance that could impact public safety and the environment.

i) Facilities Services will research and/or recommend special materials, devices, or services if it deems this appropriate and if desired by Contractor

j) Facilities Services will make appropriate referrals as It deems necessary or appropriate for work outside the scope of baseline maintenance services

k) Facilities Services will coordinate with Risk Management, Environmental Health, Sheriff's Office, local fire departments, and/or other regulatory and health and safety agencies as it deems necessary for issues related to building safety and inspection.

B. **Contractor is to:**

1. Designate a Maintenance Coordinator(s) to be the primary point of contact for Facilities Services Issues.

2. Provide accurate and full details of services requested

3. Report mechanical malfunctions or other needed repairs to Facilities Services promptly and complete necessary services request form(s).

4. Encourage all employees to be energy conscious. It's good for the environment as well as keeping your costs down.

C. The parties acknowledge that County will be making an inventory and tagging all equipment and vehicles that are County owned or purchased using any Contract Funds. Contractor agrees to use best efforts to assist and cooperate with County in making its inventory of equipment and vehicles which are owned by County in whole or in part. As part of this effort to assist the County in making its inventory, Contractor shall maintain and provide to County, within thirty days of signing this Agreement, a current inventory of all equipment previously paid for with non-Contract Funds owned by Contractor or paid for in part with non- Contract Funds, used at the shelter and having a current fair market value of $1,000 or more.

D. In event of termination or expiration of this Agreement, the County shall have the option to purchase any equipment or vehicle that has been paid for in part out of non-County Funds by paying to Contractor the depreciated value of Contractor's share of the equipment. In the event County opts not to purchase this equipment or vehicle, Contractor shall pay to County the depreciated value of its share of the equipment or vehicle.

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Section VII. Service Level Costs

A. Invoicing/payment of Facilities Maintenance Work

1. As it relates to repairs/service which fall under the Contractor's responsibilities, Contractor will manage this work within the Contract Funds provided for under the Animal Control Services Agreement and provide open book accounting for all work contracted to outside vendors and provide copies of invoices and a quarterly report of all expenditures 'As it relates to repairs/service which fall under Facilities Services responsibilities, Facilities Services will send an invoice to the County Health system who in turn will send invoice to the Contractor of the amount and Contractor will pay within 30 calendar days from date of mailing. If invoice is not timely paid, County will deduct the past due amount from Contractor's next monthly payment.

2. As it relates to repairs/service which fall under Facilities Services responsibilities but for which Facilities Services cannot respond in a timely manner and which are, as a result, managed by Contractor under the conditions provided herein, Contractor will pay the invoice using Contract Funds that it receives pursuant to the Animal Control Services Agreement, and promptly send a copy of such invoice to the County Animal Control Program Manager, Care of County Health, Public Health, Policy and Planning Division.

B. Additional services;

1. Costs associated with additional services as outlined in Section IV are based on the actual costs of each service as performed and are charged to the Contractor by invoice from Facilities Services. Each service will have a cost per unit time or occurrence.

(i) For work performed by Facilities Services staff, labor rates are hourly based on classification and include overhead. Materials and supplies are billed at their actual cost.

(ii) For work that must be contracted out, Facilities Services will request estimates from qualified and reputable companies and award the job to the low bidder. Contractor will be billed for the actual cost of the work. Facilities Services will send an invoice to the County Health system who in turn will send invoice to the Contractor of the amount and Contractor will pay within 30 calendar days. If invoice is not timely paid, County will deduct the past due amount from Contractor’s next monthly payment.

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Section VIII. Billing Procedures and Tracking Information

A. Tracking Information

1. Because a large percentage of work performed by Facilities Services is associated with building systems and structures, baseline services are tracked by building rather than by individual department. Facilities Services staff will record labor and material costs for each activity performed in a building, and these costs are then reflected in the report sent quarterly to the Contractor and the Animal Control Manager, San Mateo County Health. Contractor will be charged for services rendered on an ongoing basis and not based on a predetermined amount.

2. The cost for additional services is tracked by work authorization. Prior to receiving a service, the Contractor will set aside a dollar amount equal to the estimated cost for that service. As services are rendered and costs are incurred, the invoices will be sent to County Health System Animal Control Manager and then to the Contractor. The cost will be taken out of animal control Contract Funds by the Contractor, who will pay the invoice within 30 calendar days or the County will deduct the overdue amount from Contractor's next payment.

3. If there ls a dispute raised by Contractor, within three business days of receipt of the Invoice, regarding the accuracy of charges in an invoice, the parties shall use best efforts to resolve the dispute expeditiously. If while using best efforts, the parties have not resolved the dispute within 30 calendar days, Contractor shall not be in breach if the parties agree that they are working in good faith to resolve the dispute.

B. Building Manuals, Drawings, Training

In preparation for this, Contractor is to receive copies of all warranties, as-builts, operating and maintenance materials, and is to participate in all trainings provided by the Shelter's general contractor to DPW for the systems that Contractor will be maintaining. The intent is to have Contractor be informed as much as possible to more efficiently assist DPW in its role as well as manage its own responsibilities.

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THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Peninsula Humane Society & SPCA:

DocuSigned by:
Anthony Tansimore
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Contractor Signature

5/3/2021 | 9:31 AM PDT
Date

Anthony Tansimore
President

For County:

DocuSigned by:
Cassius Lockett
3A092B8EB5EC42E...
Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

5/3/2021 | 12:33 PM PDT
Date

Cassius Lockett, PhD.
Director of Public Health, Policy and Planning
County of San Mateo

DocuSigned by:
Kevin Sporer
4673E02C362D494...
Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

5/3/2021 | 2:17 PM PDT
Date

Kevin Sporer
Facilities Deputy Director
Gary Behrens
Facilities Services Manager
County of San Mateo

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Attachment L
Peninsula Humane Society Holidays

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Easter
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

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Attachment M
County-Owned Radio Equipment

- 4 - Motorola APX 7000 Handheld Radios
- 17 - Motorola APX 4000 Handheld Radios
- 1 - Motorola MCD 5000 Deskset
- 1 - Motorola APX 7500 Radio installed in vehicle
- 13 - Motorola APX 6500 Radios installed in vehicles
- 1 - Antenna mounted on roof of County Shelter

Agreement No. Resolution No. 076668

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PETDATA, INC.

This Agreement is entered into this Fourth day of June, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and PETDATA, INC., hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of San Mateo County Health- Public Health, Policy & Planning.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment I—§ 504 Compliance
Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

2. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS ($613,945). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2022.

4. Termination

This Agreement may be terminated by Contractor or by the Director of Public Health, Policy and Planning or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance

written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

7. **Hold Harmless**

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

9. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability… $1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

13. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

14. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title:	Cassius Lockett, Director of Public Health, Policy and Planning
Address:	225-37th Avenue, Room 178 San Mateo, CA 94403
Telephone:	650.573.2532
Facsimile:	650.573.2788
Email:	clockett@smcgov.org

In the case of Contractor, to:

Name/Title:	President, PetData, Inc.
Address:	8585 N Stemmons Fwy, Suite 1100-N Dallas, TX 75247
Telephone:	214.821.3100 x515
Facsimile:	214.821.3106
Email:	crichey@petdata.com

17. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

18. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PETDATA, INC.

Contractor Signature | Date: April 12, 2019 | Contractor Name (please print): Christopher A. Richey

COUNTY OF SAN MATEO

By: Carole Groom

President, Board of Supervisors, San Mateo County

Resolution No. 076668

Date: 6/4/19

ATTEST:

By:

Clerk of Said Board

Template Version November 16, 2016

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Exhibit A

In consideration of the payments set forth in Exhibit B and with a focus on increasing licensing and vaccination compliance throughout the County of San Mateo, Contractor shall provide the following services:

A. Management of the daily operations for animal licensing including:

1. Data Entry & Processing
   a. Process correspondence from pet owners including, but not limited to, issuing tags.
   b. Work in partnership with the County on an approved template to provide timely billing and renewal notices to pet owners, with at least one billing to both new and renewals to be printed on an 8.5x11 sheet of paper with a return envelope enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.
   c. Provide data entry of both new and renewal licenses and vaccination information.
   d. Implement procedures for verification of information submitted.
   e. Ensure complete, unduplicated, and accurate information.
   f. Process, collect, and provide receipts for animal licensing fees.
   g. Provide licensing and vaccination data for a weekly transfer of data from the Contractor's database into County's proprietary database.
   h. Provide customer service including communication with citizens, veterinarians, and designated County staff.

2. Veterinarians & Other Authorized Registrars
   a. Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.)
   b. Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, citizen mailing envelopes, etc.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.

3. Animal License Tags
   a. Process and mail county-provided license tags within a maximum of 10 business days, with a turnaround goal of 5 business days, after receipt of payment and completed information as required by the local ordinance.
   b. Issue county-provided replacement tags to pet owners whose license tags have been lost, stolen, or damaged.

4. Electronic Payments & Banking
   a. Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.
   b. Provide on-line customer service via the Contractor's website to allow pet owners to make license payments or donations.
   c. Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.
      i. Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.
      ii. Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the following month.
      iii. Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the following month.

d. Accept license fees from licensees via the following forms of payment at a minimum: check, money order, debit or ATM Card, or credit cards.
   i. Charges to Licensee for on-line payments:
   Cost Recovery Processing Fees in the amount of $2.00 per on-line transaction to be charged to licensee*. Note: Contractor shall use their own designated Merchant Service Provider to conduct all credit card transactions and shall retain the Cost Recovery Processing Fees collected.
   ** More than one pet can be licensed per on-line transaction and pet owner will be charged a single fee for the on-line transaction.*

5. Communication & Access
   a. Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing Program representatives including Animal Control Officers.
   b. Provide a customized San Mateo County toll-free number and answering service.
   c. Provide 24/7 access to Contractor's database by County, Emergency Dispatch, and any other authorized Division personnel, including login.
   d. Communicate to pet owners on the status of their pet's license status including annual billing.

6. Reporting
   a. Provide monthly report of animals licensed to the County.
   b. Provide statistical reports as requested by the County.
   c. Provide monthly report of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.
   d. Provide monthly lists of delinquent licenses upon requested by County.
   e. Provide customized reports as requested by County.
   f. Provide public record information as requested by County.

7. Additional Services
   a. Work in partnership with County staff:
      i. To ensure all licensing information, both complete and incomplete records, are imported into Contractor's database on a weekly basis.
      ii. To develop a process that will allow/entice veterinarians to sell licenses at their County location.

B. Contractor agrees that the animal licensing information belongs to the County and will never sell, transfer, or release personal data to a third party.

C. With the exception of the license tags and/or customized inserts, Contractor agrees to cover the cost of all animal licensing supplies needed for daily operation.

D. Contractor agrees to comply with California state and local laws governing animal licensing.

E. Contractor will back up all databases twice during the working day.

F. During regular business hours, Contractor will assist with countywide efforts to reunite pets with their owners during a natural disaster.

County agrees to provide the following to Contractor:

A. Access to County's animal control database to allow import of data into Contractor's database.

B. Licensing tags and customized inserts to Contractor's on-site location for disbursement.

C. Any licensing fees collected by County: such fees will be retained by County, and a record of fees collected along with any supporting documents will be forwarded to the Contractor for processing no later than the 5th calendar day of the following month.

D. Any licensing fees collected by Contractors of the County: such fees and any supporting documents will be forwarded to the Contractor for processing with the exception of cash. Cash will be deposited into County's bank account directly by County staff.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Fixed Fees:
One-year license: $4.28 per license
Multi-year license: $4.28 for the first year and $2.00 for each additional year
Late fees collected: $2.50 collection service fee for each license
Replacement tags: $4.28 per tag
Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

Fixed fees shall be payable to Contractor for all licenses processed during the term of this Agreement, regardless of whether they are processed by Contractor, County personnel, or a County contractor.

Fixed fees shall not be charged until the license is issued. Data entry of rabies vaccination certificates and incomplete licenses, which may or may not result in a license, are included at no extra charge.

An agreed upon method to follow-up with pet owners who did not respond to a prior notice is included at no additional charge.

B. In any event, the maximum amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS ($613,945.00) (Included are bank fees)for the Agreement term.

C. Payment by County to Contractor shall be monthly and made be made electronically by the County should the required paperwork be completely by Contractor. Contractor shall bill County on or before the tenth (10^{th}) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition, Contractor shall provide back-up to the invoice. Such back-up shall be in the form of a monthly report of the animals licensed.

Contractor will provide available bank statements within five business days if requested by County.

D. Additional Service Fees
Contractor shall invoice County for any bank deposit and supply fees outside the scope of this Agreement.

County will reimburse Contractor for bank fees upon verification of such, including:

1. Actual bank fees charged to Contractor as a result of Contractor maintaining the bank account for the purpose of providing services outlined in this contract. This amount, in and of itself, is included in the total contract amount and will not exceed SEVEN THOUSAND AND FIFTY DOLLARS ($7,050.00) (included in the contracted costs) without prior authorization from designated County staff.
2. Non-sufficient fee charge charged to Contractor. Contractor will make every attempt to collect bank fees from pet owners and will reimburse County upon collection of said fee.

Contractor shall invoice County on a monthly basis for the actual cost of the bank account maintained for the purpose of this contract.

E. At the discretion of the Director of Public Health, Policy & Planning or designee, an annual conference call may be scheduled between the Contractor and County. Contractor's time and/or related expenses are not billable.

F. At the discretion of the Director of Public Health, Policy & Planning or designee, a meeting at the County's location may be scheduled between the Contractor and County once during the term of this contract. Contractor's travel time to and from the County and/or related expenses are not billable.

G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

H. In the event this Agreement is terminated prior to June 30, 2022, Contractor shall be paid for services already provided pursuant to this Agreement.

I. In the event this Agreement is extended or renewed after June 30, 2022 and the County does not issue a Request for Proposal, Contractor agrees to continue the fixed fees as shown below:

One-year license: $4.28 per license
Multi-year license: $4.28 for the first year and $2.00 for each additional year
Late fees collected: $2.50 collection service fee for each license
Replacement tags: $4.28 per tag
Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

COUNTY OF SAN MATEO
COUNTY MANAGER'S OFFICE

Michael P. Callagy
County Manager/
Clerk of the Board

County Government Center
400 County Center, 1st Floor
Redwood City, CA 94063
650-363-4121 T
650-363-1916 F
www.smcgov.org

July 7, 2020

Robert Barron, Finance Director
91 Ashfield Road
Atherton, CA 94027

Re: Notice of Construction Costs for the Animal Care Shelter Facility

Dear Robert,

On or about September 9, 2014, the municipalities within San Mateo County entered into an agreement ("the Agreement") to share the construction costs of a new animal care shelter facility. The agreement provides that the County of San Mateo will advance the funds for construction to be repaid by the municipalities according to their share, through a 30-year, interest-free lease agreement.

On March 6, 2020, construction of the new animal shelter building was completed, and certificate of occupancy was issued. The old shelter building was demolished shortly thereafter, and final project completion (with exception of photovoltaic installment) is slated for approximately July 30, 2020. Final project costs are reasonably determinable and anticipated to be approximately $28,300,000. The municipalities' final shared responsibility is anticipated to be $25,700,000 or $856,758 annually. The County will not seek reimbursement for $2,600,000 in project costs comprised of an upgraded heating ventilation air conditioning ($600,000), a photovoltaic system ($1,200,000), miscellaneous site improvements related to landscaping, fencing, and parking ($530,000), and relocation of a City of Burlingame water line ($270,000).

The final column of Attachment B to this letter sets forth each municipalities' final annual lease amount, as calculated in the manner proscribed by the Agreement. Final costs exceed the June 2018 estimate by approximately 3%. This marginal increase is a result of escalated regional construction costs and unforeseen circumstances encountered during construction, including requirements for ongoing air-quality monitoring, soil remediation and treatment, fire safety system modifications, PG&E delays, and necessary and reasonable end-user logistical design modifications. The County of San Mateo has worked diligently and successfully to minimize these additional costs while delivering a high-quality facility that will stand the test of time.

Though we had to cancel the ribbon-cutting for the facility due to the pandemic, we look forward to holding, at the appropriate time, a reception to celebrate our successful regional collaboration. In lieu of an in-person tour, we've enclosed photographs of the exterior of the new facility and site. Pursuant to paragraph 3 of the Agreement, annual payments to County to reimburse for costs of construction shall become due on the initial July 1st after a certificate of occupancy is issued for the new shelter, and each subsequent July 1st for the next 29 years thereafter. Please find enclosed the invoice and payment instructions for the initial lease payment for your municipality.

Should you have any project questions, please contact Director Adam Ely of the Project Development Unit at 650.722.8112. Should you have any payment questions, please contact Robert Manchia at 650.363.4597.

Sincerely,

Mike Callagy
San Mateo County, County Manager

Enclosures: Resolution 073369, Final Attachment B, Invoice July 2020

ATTACHMENT A

MEMORANDUM OF AGREEMENT

REGARDING FUNDING FOR CONSTRUCTION OF AN ANIMAL CARE SHELTER ON AIRPORT BOULEVARD IN SAN MATEO, CALIFORNIA, AMONG THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE AND THE COUNTY OF SAN MATEO

THIS MEMORANDUM OF AGREEMENT, dated for reference as of September 9, 2014, (the "Agreement"), is by and among the COUNTY OF SAN MATEO (the "County"), and the cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE (each, a "City," and collectively, the "Cities," and, together with the County, the "Parties").

RECITALS

The County and the Cities are parties to an Agreement for Animal Control Services dated as of April 26, 2011, pursuant to which the County provides animal control services in the unincorporated area of the County, as well as in the jurisdictional boundaries of the twenty Cities within the County, listed above, each of which is a party to the Agreement for Animal Control Services.

As set forth in the Agreement for Animal Control Services, the Peninsula Humane Society & SPCA ("PHS") presently serves as the County Contractor for the provision of certain animal control services to the County and the Cities. These services and the terms of PHS' performance of them are contained in an Animal Control Services Agreement between the County and PHS dated as of April 26, 2011.

In conjunction with and pursuant to the Animal Control Services Agreement, the County has leased to the PHS the land at 12 Airport Boulevard, in San Mateo, California, on which an Animal Care Shelter facility owned and operated by PHS is presently located.

The Parties agree that, owing to the obsolescence of the existing Animal Care Shelter facility, it is now necessary to construct a new facility and the Parties enter into this Agreement to set forth

the allocation of, and process for payment of, the construction cost for the new Animal Care Shelter facility among the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Construction Cost Allocation Methodology: The Parties agree that construction costs for the new Animal Care Shelter facility shall be allocated among the Parties based on the formula set forth in Exhibit A to this Agreement, which is incorporated herein by reference. This formula reflects each Party's actual use of the existing Animal Care Shelter facility in 2009, 2010, and 2011 as a percentage of all Parties' total use of the facility, as well as each Party's total population as of 2010, as a percentage of the County's total population as of that date. The formula is weighted 80% to a City's average facility use over the three years preceding the year in question and 20% to population. The Parties agree that each year, the County shall recalculate three year average facility usage for each City and that Exhibit A (and each Party's prospective Lease Payment obligations, as described in Section 3 of this Agreement) shall be amended to reflect such recalculations. The Parties further agree that the County shall, upon request of a City, promptly provide the requesting City with copies of the data and documents used to calculate each City's facilities usage.

2. County Advancing Construction Costs: The Parties agree that the County shall advance, on an interest free basis, all funds required to pay the construction costs for the new Animal Care Shelter facility. For purposes of this Agreement, "construction costs" include all expenses for architectural and inspector services, project management service, environmental review, planning and building fees and costs, and actual contractor construction services. The Parties understand and agree that construction costs for the Animal Care Shelter facility are anticipated at this time to be twenty million two hundred thousand dollars ($20,200,000). The Parties will be provided with further information regarding the construction costs for the Animal Care Shelter facility within a reasonable period of time after such information becomes available or prior to the Certificate of Occupancy being issued. The Parties agree that if the County receives information indicating that the construction costs for the Animal Care Shelter facility will exceed $20,200,000 by 10% or more, the County shall provide notice to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Parties further agree that the County shall, upon request of a City, promptly confer with such City or Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.

3. Parties' Payment of Proportional Share of Construction Costs: Each Party agrees that, during the term of this Agreement for as long as the new Animal Care Shelter facility is occupied and used for animal care shelter purposes, the Party shall pay the County an annual Lease Payment beginning on the first July 1st after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1st for the next twenty nine years thereafter. Each Party's Lease Payment shall be equal to the Party's proportional share of the construction cost of the new Animal Care Shelter facility amortized on a straight line basis over thirty years, as set

forth in Exhibit A to this Agreement, as Exhibit A may be amended from time to time as provided in Section 1 of this Agreement. Each Party's obligation to make a Lease Payment shall remain in place only for so long as the Party is a signatory to the Agreement for Animal Control Services, or any successor agreement addressing materially the same subject matter. In the event that a Party terminates its participation in this Agreement pursuant to Section 4 of this Agreement, the County shall, upon receiving notice of that Party's termination, recalculate the remaining Parties' Lease Payment obligations pursuant to the Construction Cost Allocation Methodology set forth in Section 1 of this Agreement. The County shall promptly provide all remaining Parties with notice of their recalculated Lease Payment obligations. Each remaining Party shall thereafter have the option to either (a) pay the recalculated increased annual Lease Payments during the remaining term of the Agreement; or (b) request that the County allow the remaining Party a period of up to 5 years after the end of the thirty year period set forth in this Section 3 of the Agreement to pay the County the remaining Party's additional allocated share of construction costs for the Animal Care Facility attributable to the departure of the terminating Party.

4. Term and Termination: Except as set forth above, this Agreement shall be effective for the period from September 9, 2014 until each Party has made the last payment required under Section 3 of this Agreement. Except as set forth in Section 3 of the Agreement (i.e., by terminating participation in the Agreement for Animal Control Services), no Party may terminate this Agreement during its term. A Party terminating its participation in this Agreement shall do so effective as of December 31 of a year during the term of this Agreement and shall provide each other Party to this Agreement with at least one full year's prior written notice of the Party's intent to terminate its participation in the Agreement.

5. Amendments/Entire Agreement: Amendments to this Agreement must be in writing and approved by the governing body of each Party. This is the entire agreement among the parties with respect to the construction of the new Animal Care Shelter facility and it supersedes any prior written or oral agreements with respect to the subject.

6. Hold Harmless: Each City shall hold harmless, indemnify, and defend County, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of City's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of City or its officers, employees, or agents.

County shall hold harmless, indemnify, and defend each City, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of County's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of County or its officers, employees, or agents.

This provision requiring County to hold harmless, indemnify, and defend each City shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of PHS or any other independent contractor providing animal control-related services pursuant to a contract with the County. Claims related to the planning and/or construction of the new Animal Care Shelter facility are not claims, losses, liabilities, or damages related to "animal control-related services" within the meaning of this Agreement.

In the event of concurrent negligence of the County, its officers, or employees, and any City, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

7. Assignability: Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties.

8. Notices: Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to all Parties to the Agreement, as follows:

To City:

To County:

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF SAN MATEO has authorized and directed the President of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: September 9, 2014

COUNTY OF SAN MATEO

Clerk of the Board

Resolution #073369

ATTACHMENT B

Methodology = Based on an 3-yr avg of shelter use (80%} and % of population (20%)

ANIMAL CONTROL COSTS

PROPOSED COST DISTRIBUTION-ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS

								Overall Total	**Overall Total**
								$26,600,000	**$28,300,000**
CITY	Shelter Use	Shelter Use	Shelter Use				$20,200,000	$24,800,000	$25,700,000
	Calendar Year								$856,758
	Yr 1 2009 Actual	Yr 2 2010 Actual	Yr 3 2011 Actual	3 YR AVG of Sheleter Use	POPULATION	% of Total	EST ANNUAL LEASE AMT (Sept. 2014)	EST ANNUAL LEASE AMT (July 2018)	EST FINAL ANNUAL LEASE AMT (July 2020)
Atherton	1.12%	1.00%	0.36%	0.83%	6,914	1.0%	$5,749	$7,059	$7,173
Belmont	3.26%	3.54%	2.65%	3.15%	25,835	3.6%	$21 811	$26,780	$27,212
Brisbane	0.99%	0.99%	0.71%	0.90%	4,282	0.6%	$5,633	$6,916	$7,028
Burlingame	3.51%	3.48%	320%	3.40%	28,806	4.0%	$23,696	$29,095	$29,565
Colma	0.61%	0.98%	0.60%	0.73%	1,792	2.0%	$4,268	$5,241	$5,325
Dalv Citv	8.52%	9.57%	10.16%	9.42%	101,123	14.1%	$69,679	$85,556	$86,936
East Palo Alto	6.61%	6.75%	8.44%	7.27%	28,155	3.9%	$44,420	$54,542	$55,422
Foster City	2.82%	2.39%	1.93%	2.38%	30,567	4.3%	$18,550	$22,776	$23,144
Half Moon Bay	5.21%	5.04%	2.47%	4%	11,324	1.6%	$24,962	$30,650	$31,144
Hillsborough	1.59%	129%	1.14%	1.34%	10,825	1.5%	$9,247	$11,354	$11,537
Menlo Park	4.90%	4.95%	4.50%	4.78%	32,026	4.5%	$31,769	$39,008	$39,637
Millbrae	1.90%	1.99%	1.98%	1.96%	21,532	3.0%	$14,576	$17,897	$18,186
Pacifica	5.72%	6.38%	4.78%	5.63%	37,234	52.0%	$37,288	$45,784	$46,523
Portola Valley	0.90%	0.76%	0.16%	0.61%	4,353	0.6%	$4,084	$5,014	$5,095
Redwood City	12.91%	13.24%	13.25%	13.13%	76,815	10.7%	$85,143	$104,543	$106,229
San Bruno	5.23%	5.19%	6.86%	5.76%	41,114	5.7%	$38,734	$47,559	$48,326
San Carlos	3.35%	3.45%	3.00%	3.27%	28,406	4.0%	$22,921	$28,143	$28,597
San Mateo	15.82%	14.67%	17.84%	16.11%	97,207	13.5%	$105,000	$128,924	$131,004
S. San Francisco	9.08%	9.34%	11.99%	10.14%	63,632	8.9%	$66,530	$81,689	$83,007
Woodside	4.41%	1.27%	1.07%	2.25%	5,287	0.7%	$13,111	$16,098	$16,358
County	1.57%	3.73%	2.92%	2.74%	61,222	8.5%	$26,235	$32,213	$32,732
HVAC +Solar Costs*	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$1,800,000	$1,800,000
Burligame Waterline	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$270,000
Misc. Site Improvements	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	$530,000
Total	100.00%	100.00%	100.00%	100.00%	718,451	100.00%	$673,405	$826,843	$840,179

* HVAC, Solar, and Miscellaneous site improvement costs of $2.6 million removed from cities portion of costs and paid for by County of San Mateo. Overall total project cost is $28.3 million.

Resolution #073369

STAFF REPORT

Meeting Date:	April 28, 2026
Agency:	City of Belmont
Staff Contact:	Tobi Liebermann, Housing & Economic Development Manager, tliebermann@belmont.gov
Agenda Title:	TEFRA financing for The Ridge at Ralston (678 Ralston Ave) Apartments Project
Agenda Action:	Resolution

Recommendation

1. Conduct a public hearing for the issuance of tax exempt revenue bonds under the Tax Equity and Fiscal Responsibility Act (TEFRA) and the Internal Revenue Code for the benefit of The Ridge at Ralston LP (the "Borrower"), to provide for the financing of an affordable apartment project at 678 Ralston Avenue.

2. Adopt the resolution approving the issuance of the bonds by the California Municipal Finance Authority for the project.

Strategic Focus Area

Economic Development and Housing

Background

The California Municipal Finance Authority (CMFA) was created on January 1, 2004, pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. CMFA's representatives and its Board of Directors have considerable experience in bond financing.

The Borrower requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $24,000,000 (the "Bonds") of tax-exempt revenue bonds. The proceeds of the Bonds will be used to: (1) finance or refinance the acquisition, construction, improvement and equipping of The Ridge at Ralston, an 100% affordable multifamily rental housing project located at 678 Ralston Avenue, Belmont, California (the "City"); and (2) pay certain expenses incurred in connection with the issuance of the Bonds.

In order for the Bonds to qualify as tax-exempt bonds, the City of Belmont must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of

or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

Public Notice of this TEFRA Hearing was published April 15, 2026 in a general circulation newspaper and posted at City Hall.

Analysis

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower. The City will have no financial or legal obligation, liability or responsibility for the Project or the repayment of the Bonds. All financing documents related to the issuance will clearly state that the Bonds are not obligations of the City or the State of California and are payable solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Belmont, it is anticipated that a portion of the issuance fee attributable to the City will be provided by the CMFA to the City's General Fund, which may be used for any lawful municipal purpose.

Approval of the Resolution (Attachment A) will facilitate provision of more affordable housing, which is a strategic objective of the City and consistent with the goals and policies of the General Plan Housing Element. Staff recommends that the City conduct the TEFRA Hearing and adopt the resolution for the issuance of the Bonds by the CMFA.

Alternatives

1. Take No Action

Attachments

A. Resolution

Fiscal Impact

☒ No Fiscal Impact — The City of Belmont General Fund will receive a small allocation of the bond issuance fees to cover minimal administrative costs associated with this action.

☐ Funding Source Confirmed:

Source:	**Purpose:**	**Public Outreach:**
Other*	Statutory/Contractual Requirement	Other*

* A Notice of Public Hearing was published by CMFA on 4/15/2026.

RESOLUTION NO. 2026 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY EXEMPT FACILITY BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $24,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF THE RIDGE AT RALSTON AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, The Ridge at Ralston LP (the "Borrower") a partnership of which CRP Affordable Housing and Community Development LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $24,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and equipping of an 100% affordable multifamily rental housing project located at 678 Ralston Avenue, Belmont, California (the "Project"); and,

WHEREAS, pursuant to Section 147(f) of the Code, the issuance of the Bonds by the Authority must be approved by the City of Belmont (the "City") because the Project is located within the territorial limits of the City; and,

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and,

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and,

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

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

SECTION 1. The foregoing resolutions are true and correct

SECTION 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code

by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

SECTION 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

SECTION 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

SECTION 6. This resolution shall take effect immediately upon its adoption.

* * *

ADOPTED April 28, 2026 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

CITY OF BELMONT

Tax Equity and Fiscal Responsibility Act ("TEFRA")
Public Hearing related to 678 Ralston Avenue Affordable Housing

April 28, 2026

678 Ralston Ave Affordable Housing TEFRA

What is TEFRA?

- Tax Equity and Fiscal Responsibility Act (1982)

Why a Public Hearing?

- TEFRA hearing is an IRS requirement for any non-profit borrower seeking tax-exempt bonds through a conduit issuer, such as the California Municipal Finance Authority (CMFA).
- The hearing is held to allow members of the public to comment, contest, oppose, or support the use of tax-exempt bonds for a non-profit borrower that is providing a public benefit.

The Project-Public Benefit

- Developer: CRP Affordable Housing
- 678 Ralston Ave (.36 acre) property consists of existing commercial/retail
- 65 Affordable Residential Apartments, subterranean parking ancillary space (e.g., lobby, bike room, and office.
- Residential unit mix includes:
- 30 One-bedroom units
- 18 Two-bedroom units
- 17 Three-bedroom units
- Development Project Entitlements approved in May 2024; construction permits filed in October 2025; anticipated construction start in Spring 2026.

Roles and Responsibilities

Borrower/Developer:

The Ridge at Ralston LP & CRP Affordable Housing

- Applied for $24,000,000, of tax-exempt revenue bonds. Proceeds will be used to finance or refinance the costs of the acquisition, development, construction and development of a multifamily rental housing project located at 678 Ralston Avenue, Belmont, California (the "Project") operated by CRP Affordable.

Bond Issuer:

California Municipal Finance Authority (CMFA)

- Joint Powers Authority
- Sole purpose is to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects.

City of Belmont's Role & Responsibility

- Must hold a Tax Equity and Fiscal Responsibility Act (TEFRA) hearing and approve the bonds for state and federal tax law in order for the obligation to qualify as tax-exempt bonds
- Proposed bonds are not an obligation of the City
- City will have no financial, legal, or administrative obligations for the debt

Staff Recommendation

1. Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code").

2. Adopt the resolution approving the issuance of the Bonds by the CMFA for the benefit of The Ridge at Ralston LP (the "Borrower"), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

Thank you!

STAFF REPORT

Meeting Date:	April 28, 2026
Agency:	City of Belmont
Staff Contact:	Karen Clark, Management Analyst, kclark@belmont.gov
Agenda Title:	Climate Action and Adaptation Plan (CAAP) Draft Measures and Actions Review
Agenda Action:	Discussion & Direction

Recommendation

Receive a presentation on the Climate Action and Adaptation Plan (CAAP) update process and provide any feedback on draft measures and actions for inclusion in the final CAAP.

Strategic Focus Area

Quality of Life

Background

State law requires local jurisdictions to incorporate climate adaptation policies into their General Plan Safety Elements. Many jurisdictions also develop CAAPs to serve as a roadmap for meeting local, regional, and state greenhouse gas (GHG) emissions reduction targets and increasing resilience to climate impacts.

In November 2017, the City of Belmont (City) adopted its first Climate Action Plan. The City is now updating that plan with current data and best practices and expanding it to include climate adaptation measures. The updated CAAP will establish key strategies for reducing GHG emissions to meet State targets while strengthening Belmont's resilience to local climate impacts.

The CAAP update will:

- Analyze and forecast local GHG emissions
- Set emissions reduction targets in alignment with the State
- Solicit stakeholder feedback on measures and actions to meet those targets
- Integrate the parallel General Plan Safety Element update, building on its climate adaptation recommendations to strengthen Belmont’s climate resilience

The CAAP update commenced in March 2025 and is expected to take approximately 18 months to complete. The Planning Commission’s role will be to review the CAAP and make recommendations to the City Council, with final adoption anticipated in fall 2026.

Analysis

GHG Reduction Targets

Rincon Consultants, Inc., the City's technical consultant for the CAAP update, analyzed Belmont's current and projected greenhouse gas emissions and established the following reduction targets consistent with State law:

- 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)

In 2023, Belmont produced 102,656 metric tons of carbon dioxide equivalent (MT CO_2e). Ninety percent of those emissions came from two sources: on-road transportation and natural gas use in buildings. Reducing these emissions is a shared responsibility – the State sets targets and State-wide regulations and the City develops supportive polices or promotes programs from partner organizations like Peninsula Clean Energy and PG&E, while community members make many of the daily choices that ultimately drive results.

Draft Measures & Actions

To meet its targets, the City has developed draft measures and actions, included as Attachment A, that address both emissions reduction and climate adaptation, building on the recommendations of the General Plan Safety Element update. These measures reflect the big-picture goals, while specific actions beneath each measure describe concrete steps the City and community can take to achieve them. Together, they form a roadmap for meeting Belmont's emissions reduction goals.

The draft measures and actions are organized into four systems:

- Healthy & Resilient Buildings
- Mobility
- Electric Vehicles
- Urban Ecosystems

The *Healthy & Resilient Buildings* system targets the second-largest source of local emissions by reducing natural gas use in buildings and supporting the transition to electric systems and appliances. The *Mobility* and *Electric Vehicles* systems together address the leading source of local emissions – on-road transportation. *Mobility* focuses on reducing how much people drive by supporting walking, biking, and transit, while *Electric Vehicles* encourages replacing gas- and diesel-powered vehicles with zero-emission alternatives when driving is necessary. The *Urban Ecosystems* system reduces organic waste sent to landfills and increases carbon sequestration by expanding Belmont's urban tree canopy.

The draft measures and actions reflect early input from City staff responsible for implementation, and from the community through pop-up outreach, public emails, presentations to the Planning Commission and City Council, Community Survey #1, and Community Workshop #1. Summaries of both the survey and workshop are available at www.belmont.gov/climateaction.

Measure Quantification
The draft measures include an early estimate of each measure's GHG emissions reduction potential, rated as "low," "medium," or "high." In addition, there are measures included that do not have an emissions reduction impact but still support the City's climate adaptation goals. The measure quantification estimates will be refined as the full CAAP is developed, providing a clearer picture of how Belmont can expect to measure up against its required reduction targets.

Next Steps
Beginning in early May, the draft measures and actions will be refined and prioritized based on additional stakeholder input, including Community Survey #2, Community Workshop #2, public emails, and feedback from the Planning Commission and City Council. Summaries of Community Survey #2 and Community Workshop #2 are available at www.belmont.gov/climateaction and are attached to this report. A summary of Planning Commission feedback is below.

During its April 21, 2026 review of the draft measures and actions, the Planning Commission provided the following comments:

- Focus on public education about available resources, including incentives and technical assistance, to encourage electrification of existing buildings
- Expand commercial building electrification outreach to a broader range of business types
- Ensure the City leads by example through environmentally responsible procurement and by prioritizing electrification of existing municipal buildings
- Ensure that well-intentioned initiatives do not inadvertently discourage housing development
- Streamline EV charger permitting and reduce associated costs
- Offer incentives for transitioning to electric landscaping equipment
- Prioritize filling sidewalk gaps to encourage off-street walking options where feasible
- Consider a dedicated sustainability staff position and/or establish a sustainability committee

The Commission also received public comment supporting transportation mode shift through the creation of safer and better-connected walking and biking routes and more convenient public transit options.

The final measures and actions will be incorporated into the draft CAAP, which is expected to be available to the public in June/July 2026.

Alternatives
1. None

Attachments
A. Draft Measures and Actions
B. Community Workshop #2 Summary
C. Community Survey #2 Summary

Fiscal Impact

☒ No Fiscal Impact

There is no direct fiscal impact relating to this informational report. Any resulting recommendations with operational or capital impacts will be identified with future requests for City 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 occurred through the project website, the City eNews, and notification to an email interest list.*

City of Belmont Climate Action and Adaptation Plan Draft Measures and Actions

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
Healthy and Resilient Buildings			
RB-CI-1	**Leverage carbon-free electricity to enhance community resilience and grid reliability.**		**High (2,700 MT CO_2e 2030; 0 MT CO_2e 2045)**
RB-CI-1.1 ComDev	Continue streamlining the permitting process of solar photovoltaic (PV) and battery systems in new and existing buildings, including providing guidance and resources for contractors to support residents in affordable, compliant installations.	Extreme Heat, Wildfire, Storms	Low
RB-CI-1.2 P&R (Facilities)	Conduct a solar-plus-storage feasibility study and install a solar PV and battery storage system at the new community center to improve operational resilience and enable backup power during outages. Showcase the installation of the solar PV and battery storage system through a mixture of on-site educational signage and site tours to promote visible examples of clean, resilient energy systems for the community.	Extreme Heat, Wildfire, Storms	Low
RB-CI-1.3 ComDev/CMO	Partner with Peninsula Clean Energy (PCE) and Pacific Gas & Electric Company (PG&E) to promote battery storage and bidirectional EV charging programs through joint outreach campaigns highlighting available incentives, including peer-to-peer or neighborhood-based education events.	Extreme Heat, Wildfire, Storms	Low
RB-CI-1.4 P&R (Facilities)	Identify critical facilities suitable for community microgrids that enhance resilience and engage local stakeholders to co-develop backup power plans. Designate at least one of the facilities as a resilience hub which will be available for the community to access during extreme weather events and offers more resources and services than typical cooling centers. Identify and apply for regional grant funding opportunities to support implementation.	Extreme Heat, Poor Air Quality, Storms	Low
RB-CI-1.5 ComDev/CMO	Monitor changes to state and federal policies, tax credits, and incentive programs that affect the affordability of distributed energy resources (e.g., solar, storage, bidirectional charging). Communicate these changes to the community and provide guidance on alternative financing or local incentive programs (such as those offered by PCE or PG&E) to help residents and businesses continue accessing distributed energy resource technologies.		Low
RB-CI-1.6 ComDev/CMO	Offer educational materials on technologies and rebates to community members on the benefits of distributed energy resources for resilience.		Low

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
RB-C1-1.7 ComDev/CMO	Provide education and outreach or other incentives to facilitate the installation of solar and/or battery storage at homes and businesses (aligned with Belmont's Safety Element Policy 6.9-4,).		Low
RB-CO-1	**Leverage carbon-free electricity to enhance community resilience and grid reliability.**		
RB-CO-1.1	Install solar and/or battery storage at your home or business to lower energy bills and maintain power during outages using available PCE, federal, and City incentives.	Power outages – Extreme heat, storms	Medium
RB-CO-1.2	Enroll in energy storage or demand response programs, such as PCE's FlexMarket program, to earn bill credits for helping balance the grid during peak hours and share experiences with neighbors through conversations, group chats or forums, and HOA meetings to encourage participation.	Grid resilience	Low
RB-CO-1.3	When purchasing an electric vehicle, enroll in PG&E's Vehicle-to-Everything (V2X) pilot (or a similar bidirectional-charging program) and install compatible bidirectional charger technology so that you can support your home during power outages or discharge to the grid during peak demand.	Power outages – Extreme heat, storms	Low
RB-CO-1.4	Stay informed about changing incentives by subscribing to receive notifications through PCE and City sustainability webpages and participate in workshops or neighborhood events to maximize savings and resilience benefits.		Low
RB-CI-2	**Continue promoting all-electric new construction to achieve at least 90% all-electric new buildings through 2030 and 100% by 2045.**		**High (2,264 MT CO_2e 2030; 10,482 MT CO_2e 2045)**
RB-CI-2.1 ComDev	Implement the 2025 Title 24 Building Energy Efficiency Standards and update local codes so an estimated 90% of all new construction and major renovations in Belmont are all-electric starting in 2026. Update the permit system to track building permits to validate the 90% all-electric assumption based on project data and market conditions.		High (2,264 MT CO_2e)
RB-CI-2.2 ComDev/CMO	Continue to track future state code updates and reassess opportunities for future reach codes to decarbonize new residential and non-residential construction especially post-AB 306.		Low
RB-CI-2.3 ComDev/CMO	Provide clear resources for developers, builders, and residents at the permit counter and online to help them understand all-electric design requirements, upcoming Air District regulations, and other best practices. Do this by: • Maintaining and sharing a centralized set of informational materials and links for builders on cost-effective compliance pathways and available rebates developed by PCE and regional partners. • Use the City's business license database and other contact lists to share resources and ensure contractors and builders are aware of available resources and trainings for adopting all-electric technologies.		High

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
RB-CI-2.4 CMO	Conduct outreach and education campaigns highlighting the health, safety, and cost benefits of all-electric buildings, including reduced indoor air pollutants, lower cost and simplified construction, and long-term energy savings.	Public Health (indoor air)	Medium
RB-CI-2.5 ComDev/CMO	Evaluate the feasibility of adopting a non-residential AC to Heat Pump ordinance to increase energy efficiency and lower GHG emissions in new non-residential construction with a focus on rooftop package units up to 20 tons.		High
RB-CO-2	**Continue promoting all-electric new construction to achieve at least 90% all-electric new buildings through 2030 and 100% by 2045.**		
RB-CO-2.1	Choose all-electric appliances and systems in new homes or major renovations to reduce indoor air pollution and take advantage of rebates and incentives available through PCE and BayREN.	Public Health (indoor air)	Very High
RB-CO-2.2	Ask builders and contractors about all-electric design options when planning a new home or addition to lower future energy bills and maintenance costs.		Low
RB-CO-2.3	Through City or PCE resources and/or workshops, learn about the benefits of electrification, available resources, and practical installation guidance.		Low
RB-CO-2.4	Share information about the benefits of all-electric buildings with neighbors and community groups to encourage broader adoption across the City.		Medium
RB-CI-3	**Decarbonize existing buildings to reduce residential and nonresidential natural gas consumption by 18% by 2030 and 100% by 2045.**		**High (7,429 MT CO_2e 2030; 41,459 MT CO_2e 2045)**
RB-CI-3.1 ComDev	Evaluate the feasibility of adopting a non-residential AC to Heat Pump ordinance to increase energy efficiency and lower GHG emissions in all replacement non-residential rooftop package units with a focus on units up to 20 tons.	Extreme Heat, Wildfire Smoke	Medium (73 MT CO_2e)
RB-CI-3.2 ComDev/CMO	Work to identify grants or other funding sources to finance the development and implementation of existing building heat pump space heating rebates.		High
RB-CI-3.3 ComDev/CMO	Partner with regional partners like the County of San Mateo to develop and implement an electrification education/marketing campaign to show the benefits of all-electric homes.		Medium
RB-CI-3.4 ComDev	Support implementation and enforcement of Bay Area Air District (BAAD) Rule 9-6 to ensure all new and replacement tanked water heaters up to 75,000 BTUs (about 80 gallons) meet zero-NOx standards by 2027.		High (2,157 MT CO_2e)
RB-CI-3.5 ComDev	Support implementation and enforcement of BAAD Rule 9-4 to ensure all new and replacement space heating systems up to 175,000 BTUs meet zero-NOx standards by 2029.	Public Health (indoor air)	Medium (789 MT CO_2e)

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
RB-CI-3.6 ComDev/CMO	Coordinate with PCE, BayREN, and local contractors to provide outreach, training, and technical support to the community on heat pump and water heater installations to streamline compliance and minimize cost barriers.	Public Health (indoor air)	High
RB-CI-3.7 ComDev	Coordinate with regional partners on Belmont's permit simplification and electrification combination permit.		Low
RB-CI-3.8 P&R (Facilities)	Transition municipal buildings to all-electric systems by phasing out natural gas equipment and replacing end-of-life systems with high-efficiency electric technologies, serving as a demonstration of feasibility and cost savings for the broader community.	Public Health	Low
RB-CI-3.9	Develop a municipal facilities decarbonization strategy and leverage programs like GK12 to phase out any remaining gas water heaters by 2030.		Low
RB-CO-3	**Decarbonize existing buildings to reduce residential and nonresidential natural gas consumption by 18% by 2030 and 100% by 2045.**		
RB-CO-3.1	Replace aging gas furnaces, water heaters, and air conditioners with high-efficiency heat pump systems to reduce energy use, maintain comfortable indoor temperatures, and lower emissions.	Extreme Heat and Indoor Air Quality	Very High
RB-CO-3.2	Make an electrification plan leveraging the County of San Mateo's Let's Go Electric or PCE's Residential Home Upgrade Services. https://www.peninsulacleanenergy.com/		Low
RB-CO-3.3	Take advantage of available rebates and incentives through PCE,[1] BayREN,[2] TECH Clean California[3] and The Switch is On[4] to offset upfront costs of electric appliances.		Low
RB-CO-3.4	Use the PCE contractor list so a trained and vetted contractor can ensure proper system design and performance as well as connect you to the best rebates when installing a heat pump or completing other electrification projects.		Low
RB-CO-3.5	Schedule an energy assessment through BayREN[5] to identify opportunities to electrify appliances and improve efficiency in your home or business.		Medium

[1] Peninsula Clean Energy. PCE Residential Rebates & Offers. Available at: https://www.peninsulacleanenergy.com/residential/rebates-offers/#pce-rebates

[2] BayREN. Programs & Rebates. Available at: https://www.bayren.org/programs-rebates

[3] TECH Clean California. Incentives. Available at: https://techcleanca.com/incentives/

[4] The Switch is On. Incentive Lookup for Customers. Available at: https://incentives.switchison.org/residents/incentives?state=CA

[5] BayREN. The Home Energy Score (HES). Available at: https://www.bayren.org/home-energy-score-hes

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
RB-CO-3.6	Spread awareness among neighbors, landlords, and property managers about the long-term benefits of transitioning from gas to electric systems, including better air quality, safety, and comfort.	Public Health	Medium
RB-CI-4	**Make new and existing buildings more resilient to heat, flooding, sea-level rise, and wildfire risks.**		
RB-CI-4.1 PW (Water)	Prioritize the use of natural infrastructure to reduce the risks of coastal hazards, including the protection, restoration, and expansion of existing coastal habitats, consistent with the Conservation Element habitat conservation policies. Evaluate the use or restoration of natural features and ecosystem processes in shoreline infrastructure projects, –such as salt marshes, –and incorporate these features to the greatest extent feasible to conserve ecosystem values and functions, which benefit people and wildlife. (consistent with Belmont's Safety Element Policy 6.2-26).	Flood	No reductions
RB-CI-4.2 PW (Stormwater)	Increase rating in FEMA's National Flood Insurance Program (NFIP) Community Rating System (CRS) through comprehensive floodplain management practices (consistent with Belmont's Safety Element Policy 6.2-15). Educate residents and property owners on how to reduce risk from flooding and the benefits of flood insurance for households in all areas with increasing flood risk.	Flood	No reductions
RB-CI-4.3 P&R (Facilities + Parks) PW (Stormwater)	Incorporate nature-based and hybrid green infrastructure solutions such as rain gardens, bioswales, permeable pavements, and vegetated detention areas into all new City-owned buildings where feasible to reduce localized flooding and mitigate the impacts of sea level rise. Feasibility shall be evaluated on a project-by-project basis considering site constraints such as space, design, and long-term maintenance capacity. Prioritize implementation of these approaches in shoreline or low-lying areas identified as vulnerable under California Ocean Protection Council and San Francisco Bay Conservation and Development Commission (BCDC) sea level rise guidance, particularly where intermediate, intermediate-high, and high scenarios by mid- and end-of-century coincide with 100-year storm flood projections (consistent with Belmont's Safety Element Policy 6.2-8).	Flood and SLR	No reductions
RB-CI-4.4 PW (Stormwater)	Implement flood control and resilience programs that reduce inland flood vulnerabilities for both new and existing buildings. Update City regulations such as the Grading Ordinance and Floodplain Management Ordinance to incorporate design standards, elevation requirements, and site drainage improvements that enhance building resilience to inland flooding (consistent with Belmont's Safety Element Policy 6.2-1 but more targeted for the CAAP).	Flood	No reductions

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
RB-CI-4.5 PW (Stormwater)	Coordinate with OneShoreline and other regional partners to apply the latest flood risk assessments and guidance to development review, permitting, and retrofit programs (consistent with Belmont's Safety Element Policy 6.2-1 but more targeted for the CAAP).	Flood	No reductions
RB-CI-4.6 PW (Stormwater)	Partner with OneShoreline and other regional agencies to identify, prioritize, and advance multi-jurisdictional flood management projects that reduce inland flood risk, including creek improvements, flood bypasses, and detention basin projects.	Flood, SLR	No reductions
RB-CI-4.7 PW (Stormwater)	Align City climate adaptation, land use planning, and development review processes with OneShoreline's *Planning Policy Guidance to Protect and Enhance Bay Shoreline Areas of San Mateo County* to ensure consistent preparation for sea level rise, flooding, and related hazards across jurisdictions.	Sea Level Rise	No reductions
RB-CI-4.8 ComDev/Fire	Promote and support the San Mateo Consolidated Fire Department's Vegetation Management Program to reduce fire hazards, particularly in areas in Moderate to Very High Fire Severity Zones (VHFHSZ) (consistent with Belmont's Safety Element Policy 6.6-6 but more detailed fire zones).	Wildfire	No reductions
RB-CI-4.9 ComDev/Fire	Require existing and planned development located within Moderate to Very High Fire Severity Zones (VHFHSZ) to comply with the updated code requirements in the Wildland Urban Interface Code and require buildings to be constructed of ignition-resistant materials and methods (consistent with Belmont's Safety Element Policy 6.6-10 more detailed fire zones).	Wildfire	No reductions
RB-CI-4.10 ComDev	Belmont will align with California Senate Bill 655 which proposes establishing maximum indoor temperature requirements for residential buildings. Track the guidance from California Department of Housing and Community Development (HCD) and Building Standards Commission and update the building code to align local housing and resilience efforts with emerging state standards for indoor temperature thresholds.	Extreme Heat	No reductions
RB-CI-4.11 ComDev	Develop a checklist with project design considerations for capital improvements projects to incorporate consideration of climate change impacts as part of the planning and design phase. Checklist will include consideration of future climate projections in project designs.	All climate hazards	No reductions
RB-CO-4	**Make new and existing buildings more resilient to heat, flooding, and wildfire risks.**		
RB-CO-4.1	Install small-scale green infrastructure features at your home or business such as rain gardens, permeable paving, and native landscaping, to help absorb stormwater and reduce localized flooding.	Flood	No reductions

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
RB-CO-4.2	If you live in a sea level rise zone, take action to harden your home by retrofitting and elevating it to reduce flood risk and protect your household. This can include elevating the structure, reinforcing foundations, floodproofing utilities, and using water-resistant materials.	Sea Level Rise	No reductions
RB-CO-4.3	Upgrade your gas furnace to a heat pump that provides both heating and cooling as well as air filtration for resilience against extreme heat and wildfire smoke days.	Extreme Heat and Wildfire	No reductions
RB-CO-4.4	Protect your home from wildfire by maintaining defensible space around your home consistent with CAL FIRE's Defensible Space Zones 0, 1, and 2 (per PRC §4291).	Wildfire	No reductions
RB-CO-4.5	Protect your home from wildfire by hardening your home with ignition-resistant construction and materials. Take CAL FIRE's Home Hardening Self-Assessment to see how prepared your property is for wildfire.	Wildfire	No reductions
Mobility			
M-CI-1	**Reduce single occupancy vehicle miles traveled through land-use planning.**		
M-CI-1.1 ComDev	Coordinate implementation of the CAAP with the Belmont General Plan Land Use Element (Goal 2.1 and supporting actions) to ensure that land use types and densities can be supported by and are accessible to the transportation network, including pedestrian and bicycle facilities.		High
M-CI-1.2 PW (Transport)/ ComDev	Coordinate with SamTrans, Caltrans, and other Grand Boulevard Initiative (GBI) stakeholders to support the transformation of El Camino Real into a safe, multimodal, vibrant corridor. This includes integrating transit-oriented and mixed-use development along the corridor, improving pedestrian and bicycle infrastructure along the corridor, and incorporating green infrastructure such as shade trees to improve heat resilience for active transportation.	Public Health	High
M-CI-1.3 ComDev	Initiate periodic public information programs that explain the City's emergency preparedness programs, including the emergency communications system, evacuation routes, the importance of defensible space, the Community Emergency Response Teams, and shelter locations (consistent with Belmont's Safety Element Policy 6.9-1.)		Low
M-CO-1	**Reduce single occupancy vehicle miles traveled through land-use planning.**		
M-CO-1.1	Walk or bike for short trips and take public transit or carpool to work. These choices help reduce greenhouse gas emissions, save money, and boost your mental and physical health.	Public Health	Medium

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
M-CO-1.2	Plan errands and appointments in a single outing rather than multiple short trips. For example, stop at the grocery store, post office, and gym on the same route instead of taking separate car trips.		Medium
M-CO-1.3	Use carpool apps or regional programs such as Commute.org or 511 RideShare to find carpool matches.		Medium
M-CO-1.4	Support local businesses that you can walk or bike to rather than travel via car.		Medium
M-CI-2	**Increase active transportation mode share to 1.5% by 2030 and 5% by 2045.**		**Medium (111 MT CO_2e 2030; 283 MT CO_2e 2045)**
M-CI-2.1 PW (Transport)	Improve perceived and actual safety for people walking, biking, and accessing transit by identifying and prioritizing Complete Streets infrastructure improvements along key corridors (e.g., Ralston Avenue, Alameda de las Pulgas, Old County Road, El Camino Real, and other major corridors identified in the 2016 Pedestrian and Bicycle Plan) that reduce conflicts between people walking, bicycling, taking transit, and driving, and, where appropriate, enhance separation between modes.		High
M-CI-2.2 PW (Transport) P&R (Facilities and Parks)	Identify and close network gaps by converting high-stress roadways into low-stress bikeways (e.g. redesigning a multi-lane, high-speed street with minimal bicycle accommodations into a corridor with reduced vehicle speeds and buffered or physically protected bike lanes), install bike repair stations, and provide wayfinding signage and lighting.		High
M-CI-2.3 PW (Transport)	Support pedestrian safety by continuing to implement Sidewalks Installation Administrative Policy requiring sidewalk installations by adjacent property owners when engaging in qualifying improvements. Look for grant funding opportunities to evaluate opportunities for continuous sidewalks in certain areas.	Public Health	Medium
M-CI-2.4 PW (Transport)	Conduct an analysis, informed by existing and adopted plans, of current and proposed bike lane connections to the Belmont Caltrain Station to identify opportunities for safer and more direct access to regional transit, including improvements identified through feasibility studies (e.g., the O'Neill Avenue study), and leveraging existing BikeLink lockers.		High
M-CI-2.5 PW (Transport)/ CMO	Encourage employers to partner with Commute.org to bring a free bike safety workshop to their workplace. Workshops teach employees how to ride safely, plan routes, and enjoy the benefits of biking to work.		Low
M-CI-2.6 CMO	Partner with Commute.org to offer free bike safety workshops for City employees. Workshops would educate staff on safe bicycling practices, route planning, and the benefits of biking to work.		Low

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
M-CI-2.7 PW (Transport)	Require or incentivize developers to include secure bike parking, showers, lockers, and direct pedestrian/bike connections in new and major renovation projects (consistent with Belmont's Transportation Demand Management Program TDM Measure Active-4).		High
M-CO-2	**Increase active transportation mode share to 1.5% by 2030 and 5% by 2045.**		
M-CO-2.1	Ride your bike to work once a week to save GHG emissions and improve your health.	Public Health	Medium
M-CO-2.2	Report unsafe conditions such as broken streetlights or dangerous intersections to the City via the MyBelmont online portal or app sustainability@belmont.com.		Low
M-CO-2.3	Download the BikeLink app or apply for a BikeLink card to access secure lockers at the Belmont Caltrain station.		Low
M-CI-3	**Increase public transit mode share to 7% by 2030 and 15% by 2045.**		**High (3,143 MT CO_2e 2030; 15,511 MT CO_2e 2045)**
M-CI-3.1 PW (Transport)/Parks and Rec	Ensure timely coordination with schools to obtain and submit current bell schedules to SamTrans Mid County School Routes on a quarterly basis (February, June, August, and November) to support accurate route planning and schedule adjustments.		Low
M-CI-3.2	Apply for participation in the School Travel Fellowship program in partnership with the local school district to further support school travel coordination efforts.		Low
M-CI-3.3 PW (Transport)	Partner with regional transit agencies (e.g. SamTrans or Caltrain) to improve frequency, reliability, and connectivity of transit services serving Belmont, especially during off-peak hours.		High
M-CI-3.4 Police	Work with public transit, dial-a-ride, and paratransit services to provide transit services to and from resilience centers during emergency events (e.g., wildfire, flooding, earthquake, etc.) (aligned with Belmont's Safety Element Action 6.7-16a).	Public Health and all climate hazards	Low
M-CI-3.5 ComDev	Design new development to prioritize and enhance transit access by aligning site and building design with multimodal and transportation demand management (TDM) standards (e.g., direct pedestrian routes to transit, building entrances facing transit stops, appropriate density).	Public Health	Medium
M-CI-3.6 PW (Transport)	Collaborate with regional transit agencies to enhance bus stop infrastructure by integrating shade structures, seating, and cooling materials (aligned with Belmont's Safety Element Policy 6.11-5 with added focus on transit agency collaboration).	Extreme Heat	High

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
M-CI-3.7 PW (Transport)/ComDev	Leverage existing shuttle services operated by Commute.org through education and outreach efforts to increase awareness of available transportation options. Coordinate with Commute.org to promote the existing Caltrain-Redwood Shores shuttle through City communications, employer outreach, and transportation demand management programs.		Low
M-CO-3	**Increase public transit mode share to 7% by 2030 and 15% by 2045.**		
M-CO-3.1	Families can help reduce traffic and emissions by choosing SamTrans bus routes for school commutes instead of driving. Riding the bus together also helps students build independence, reduces morning congestion near schools, and supports safer neighborhoods.		High
M-CO-3.2	Try using public transit to complete at least one trip per week.		Medium
M-CO-3.3	Support businesses along transit routes by planning errands and outings around transit-accessible locations.		Low
Electric Vehicles			
EV-CI-1	**Transition from internal combustion engine vehicles to achieve 32% zero-emission passenger vehicles and 25% zero-emission commercial vehicles by 2030, reaching 100% zero-emission vehicles by 2045.**		**High (9,027 MT CO_2e 2030; 32,176 MT CO_2e 2045)**
EV-CI-1.1 ComDev/P&R (Facilities)	Install and facilitate the installation of 276 new publicly accessible EV chargers by 2030 in partnership with PCE, PG&E, and regional agencies, prioritizing proximity to multifamily housing, workplaces, schools, and other high-need locations.		High (9,027 MT CO_2e)
EV-CI-1.2 ComDev	Evaluate the adoption of CALGreen Tier 1 EV charging or similar EV infrastructure requirements for non-residential new construction and retrofits by 2027.		High
EV-CI-1.3 ComDev/CMO	Continue to evaluate the need and feasibility of adopting EV charging reach codes in future code updates.		High
EV-CI-1.4 ComDev/CMO	Launch local incentive programs such as rebates, discounted permits, or utility partnerships to encourage residents and businesses to purchase EVs and install home or workplace chargers.		High
EV-CI-1.5 PW (Transport)	Collaborate with fleet operators and public transit agencies to accelerate the transition to zero-emission commercial, transit, and shuttle fleets operating in Belmont.		High
EV-CI-1.6 CMO	Conduct community education and outreach campaigns to raise awareness about EV affordability, available incentives, and co-benefits such as lower fuel costs, reduced maintenance, and improved local air quality.	Air Quality	Low

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
EV-CI-1.7 ComDev	In support of AB 970, maintain a simplified, checklist-based permitting process for EV charger installations to ensure timely approvals and consistent compliance with state streamlining requirements.		Medium
EV-CI-1.8 PW (Transport/Fleet) & P&R (Facilities)	Transition municipal fleets and facilities to zero-emission vehicles, including electrifying fleet vehicles and service trucks, while installing EV chargers at municipal sites to demonstrate feasibility, reduce operational costs, and promote public adoption.		Low
EV-CI-1.9 PW (Transport)	Partner with schools to promote safe e-bike and micromobility use through the annual Climate/Earth Day event.		Low
EV-CI-1.10 ComDev	Review and update local zoning codes to allow EV charging as a land use type and reduce restrictions on installation of new charging infrastructure.		Medium
EV-CI-1.11 ComDev	Implement streamlined permitting procedures for hydrogen refueling stations in compliance with Senate Bill 1418.		Low
EV-CO-1	**Transition from internal combustion engine vehicles to achieve 32% zero-emission passenger vehicles and 25% zero-emission commercial vehicles by 2030, reaching 100% zero-emission vehicles by 2045.**		
EV-CO-1.1	Purchase or lease an electric vehicle, e-bike, or electric scooter and take advantage of available rebates and incentives from PCE, PG&E, and State programs.		Very High
EV-CO-1.2	Participate in EV ride-and-drives or go to a local EV dealership to learn about clean mobility options and share experiences with neighbors.		Low
EV-CO-1.3	Install a home EV charger or use public charging stations to support convenient, emissions-free travel.		Medium
EV-CO-1.4	Encourage your employer, landlord, and schools to install EV chargers and provide EV-friendly parking options.		Medium
EV-CI-2	**Electrify or otherwise decarbonize 30% of off-road equipment in Belmont by 2030 and 100% by 2045.**		**Medium (896 MT CO_2e 2030; 3,268 MT CO_2e 2045)**
EV-CI-2.1 P&R (Parks)	Replace small off-road engine equipment used at municipal buildings and facilities with zero-emission or renewable-fueled alternatives on a phased schedule beginning 2027.		Medium
EV-CI-2.2 CMO	Develop a phased ordinance to replace small off-road engines (such as landscaping and construction equipment) with zero-emission or renewable-fueled alternatives beginning in 2027. Support adoption through outreach to contractors and landscapers.		Medium (624 MT CO_2e)

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
EV-CI-2.3 PW (Transport/Fleet) & P&R (Facilities)	Transition municipal fleets and facilities to zero-emission equipment, including small off-road equipment, to demonstrate feasibility, reduce operational costs, and promote public adoption.		Low
EV-CI-2.4	Launch an outreach campaign to educate contractors, residents, and fleet operators on the benefits of transitioning to zero-emission off-road equipment. This campaign should provide hands-on demonstrations of electric alternatives, as well as highlight public health benefits, safety improvements, and available incentives like the Clean Off-Road Equipment Voucher Incentive Program (CORE).		Low
EV-CO-2	**Electrify or otherwise decarbonize 30% of off-road equipment in Belmont by 2030 and 100% by 2045.**		
EV-CO-2.1	Replace your gas-powered lawn and garden equipment with electric alternatives to reduce noise and air pollution, or work with landscape companies who have made the switch.		High
Urban Ecosystems			
UE-CI-1	**Reduce organic waste sent to landfills by 75% below 2014 levels by 2030.**		**High (3,757 MT CO_2e 2030; 5,352 MT CO_2e 2045)**
UE-CI-1.1 PW (Waste)	Review and update (as needed) the City's waste hauler franchise agreement with Recology to promote alignment with SB 1383 and include a dedicated fee to fund staff oversight of organic waste programs and compliance and support public education on proper sorting and composting practices.		High (3,757 MT CO_2e)
UE-CI-1.2 PW (Waste)/Recology?	Conduct regular contamination checks on collection routes to identify improperly sorted compost and recycling materials, issuing corrective notices and reinvesting any fees into targeted outreach, community education events, and program improvements.		Low
UE-CI-1.3 PW (Waste)	Coordinate with Rethink Waste to review progress, analyze waste data, and identify opportunities to improve organic waste diversion, including strategies to educate residents about bioplastics and confusing waste items. Coordination may include participation by RethinkWaste in City-hosted community events, such as Belmont's Climate/Earth Day event, to support resident education and outreach.		Low
UE-CI-1.4 P&R (Parks & Facilities)	Continue offering organics collection services in public areas such as parks, community centers, and special compost hubs, making composting accessible and integrating opportunities for residents to learn about local green spaces.	Public Health	Low

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
UE-CI-1.5 PW (Waste)/P&R (Parks)	Promote the use of Recology's free food scrap collection pails and sorting education materials to single-family and multi-family households to encourage participation and reduce contamination. Support small-scale water reuse practices (e.g., rinsing veggies and using water for plants) at the annual Climate/Earth Day event and share materials through external agencies through the Citywide eNews channels.		Medium
UE-CO-1	**Reduce organic waste sent to landfills by 75% below 2014 levels by 2030.**		
UE-CO-1.1	Separate food scraps, yard trimmings, and other organic waste from trash and recycling and place them in the green compost bin for collection.		High
UE-CO-1.2	Use free food scrap pails and other resources provided by Recology to make composting easy and convenient at home.		Medium
UE-CO-1.3	Avoid contamination of organic waste by keeping plastics, glass, and other non-compostable items out of the green bin.		High
UE-CO-1.4	Reduce food waste by planning meals carefully, donating edible surplus food, and composting unavoidable scraps. Visit foodpantries.org to locate a food pantries accepting food donations in and around the City.		Medium
UE-CO-1.5	Participate in community composting workshops or events (e.g., through the City or County) to learn how composting benefits the environment and reduces landfill waste.		Low
UE-CI-2	**Increase carbon sequestration in the community by achieving and maintaining SB 1383 procurement requirements (0.08 tons recovered organic waste per person) by 2030 and exceeding this target by 2045.**		**Medium (615 MT CO_2e 2030; 676 MT CO_2e 2045)**
UE-CI-2.1 Finance/P&R (Parks)	Maintain procurement policies that prioritize the purchase and use of recovered organic waste products, including compost, in accordance with SB 1383 standards. Communicate these policies across all departments regularly to foster compliance.		Medium (615 MT CO_2e)
UE-CI-2.2 PW (Waste)/P&R (Parks)	Continue working with Resource Conservation District (RCD) to facilitate the procurement, distribution, and application of compost, including educational outreach on water reuse and planting best practices.		Medium
UE-CI-2.3 PW (Waste)/P&R (Parks)	Partner with RethinkWaste to distribute educational materials through Belmont's channels to encourage residents, schools, and businesses to utilize compost in landscaping, gardening, and public space projects to maximize climate, soil health, and biodiversity benefits.		Low
UE-CI-2.4 P&R (Parks)	Continue to apply compost and mulch in City landscaping, parks, and open spaces to reduce irrigation needs, improve soil quality, and support native plant and tree health (aligned with Belmont's Safety Element Policy 6.11-2 on tree health).	Extreme Heat	Low

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
UE-CI-2.5 PW (Waste)	Continue partnering with RCD in regional compost application programs that provide compost to farms in the region to avoid fertilizer application and increase sequestration.		Low
UC-CO-2	**Increase carbon sequestration in the community by achieving and maintaining SB 1383 procurement requirements (0.08 tons recovered organic waste per person) by 2030 and exceeding this target by 2045.**		
UE-CO-2.1	Use compost in home gardens, landscaping, and community spaces to enrich soil, conserve water, and support healthy plant growth.		Medium
UE-CO-2.2	Purchase compost and mulch made from locally recovered organic materials to close the loop on waste diversion.		Medium
UE-CO-2.3	Participate in compost distribution events or workshops offered by the City or local partners to learn about best practices for compost application.		Low
UE-CO-2.4	Encourage schools, neighborhood associations, and businesses to incorporate compost use into landscaping and sustainability programs.		Medium
UE-CO-2.5	Spread awareness of compost's role in improving soil health, supporting local ecosystems, capturing carbon, and conserving water through techniques like rainwater capture or kitchen water reuse.		Medium
UE-CI-3	**Preserve and expand Belmont's urban tree canopy and plant 125 trees per year beginning in 2027.**		**Low (44 MT CO_2e 2030; 841 MT CO_2e 2045)**
UE-CI-3.1 P&R (Parks)	Continue to enforce Belmont's Tree Protection Ordinance (Chapter 25, Trees) to safeguard landmark and native trees, require one-for-one replacement of removed trees, and maintain in-lieu fees to fund new tree planting in public spaces and neighborhoods.	Air Quality, Extreme Heat	No reductions
UE-CI-3.2 P&R (Parks)	Plant and maintain 125 trees per year through 2030 within Belmont in parks or other City properties. Continue the annual tree giveaway to encourage residential plantings.	Extreme Heat	Low (44 MT CO_2e)
UE-CI-3.3 P&R (Parks)	Continue to prioritize native, wildfire resistant, and climate-resilient tree species in all City landscaping and replacement efforts to enhance biodiversity, long-term canopy health, and resilience to climate stressors.	Air Quality, Extreme Heat	No reductions
UE-CI-3.4 ComDev	Integrate tree canopy goals and shade tree requirements into City planning and development review processes to support cooling, stormwater management, and carbon sequestration, including water-efficient planting practices.	Extreme Heat, Storms	No reductions

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
UE-CI-3.5 P&R (Parks)	Maintain an ongoing urban forestry program to track tree plantings and survival rates, care for existing trees, and guide long-term canopy growth while exploring opportunities to use reclaimed water for irrigation. Explore opportunities and look for grant funding to complete a tree assessment on select City properties.	Extreme Heat	No reductions
UE-CI-3.6 P&R (Parks)	Provide outreach, resources, and incentives for residents, schools, and businesses to participate in community tree and native plant plantings and stewardship programs.	Extreme Heat	No reductions
UE-CI-3.7 P&R (Parks)	Maintain hazardous fuel management programs, including vegetation thinning and removal of dead or invasive vegetation, to reduce wildfire risk and protect nearby infrastructure, emergency access, and native plants.	Wildfire	No reductions
UE-CO-3	**Preserve and expand Belmont's urban tree canopy and plant 125 trees per year beginning in 2027.**		
UE-CO-3.1	Plant drought-tolerant and shade-heavy trees on private property and care for existing trees to support Belmont's canopy and cooling goals.	Extreme Heat	Medium
UE-CO-3.2	Volunteer to plant trees through community tree planting opportunities and participate in Belmont's annual tree giveaway to help expand and maintain the urban forest.	Air Quality, Extreme Heat	Low
UE-CO-3.3	Replace removed trees with native species or contribute to the City's tree fund (via the in lieu of replanting fee) to offset canopy loss.	Extreme Heat	Low
UE-CO-3.4	Include drought resistant plantings in property improvements to provide shade, improve air quality, and reduce energy use, incorporating water-efficient practices when possible.	Extreme Heat	Low
UE-CO-3.5	Learn about proper tree care and watering practices to ensure new and young trees thrive, especially during hot or dry periods, and engage with neighbors to share resources and stewardship tips.	Extreme Heat	Low
Social Systems			
S-CI-1	**Enhance community cohesion, awareness, and understanding of climate change.**		
S-CI-1.1 PW (All)	Host an annual Climate/Earth Day to showcase clean technologies, such as induction cooking, electric vehicles, and e-bikes, through live demonstrations, hands-on workshops, and partnerships with local businesses and community organizations to promote awareness and adoption of all-electric solutions.		No reductions
S-CI-1.2 P&R (Facilities)	Work with Peninsula Resilience Planning Project to establish a resilience center by 2030 in a central location that provides refuge for vulnerable populations from poor air quality and extreme heat conditions that serve as year-round community resource center that offers services, information, and programming (aligned with Belmont's Safety Element Policy 6.7-12).	Air Quality, Extreme Heat, All climate impacts	No reductions

Action ID	Action Language	Resilience Benefit	GHG Reduction Potential
S-CI-1.3 P&R (Parks)/Fire	Incorporate wildfire preparedness and defensible space education into Belmont's annual Climate/Earth Day event in partnership with the San Mateo Consolidated Fire Department (aligned with Belmont's Safety Element Policy 6.6-8).	Wildfire	No reductions
S-CI-1.4 CMO	Integrate the principles of the Cool Block Program into Belmont's existing National Night Out event to promote neighborhood sustainability, resilience, and community connection. Through National Night Out, the City will reach out to existing neighborhood associations to leverage their local networks and increase participation citywide. The City will also develop a Cool Block-themed toolkit to loan out for National Night Out and other community events. The initiative will utilize games and activities during National Night Out to foster community engagement, through which neighborhoods in Belmont can collectively address issues such as climate hazards and identify methods to improve quality of life.	All climate impacts	No reductions
S-CO-1	**Enhance community cohesion, awareness, and understanding of climate change.**		
S-CO-1.1	Attend the annual Climate/Earth Day to learn how climate change affects Belmont and what you can do at home and in your neighborhood to reduce greenhouse gas emissions and build resilience.	Wildfire	Low
S-CO-1.2	Contact the City to learn about Cool Block Programs and how to run one for your own block or participate during national night out.	All climate hazards	Low

City of Belmont CAAP Workshop #2 Summary

The City of Belmont hosted its second Climate Action and Adaptation Plan (CAAP) workshop on February 26, 2026, from 7-8:30 p.m., with eight participants attending via Zoom.

The session began with an overview of the CAAP progress to date; Belmont's 2023 baseline greenhouse gas (GHG) conditions, forecasts, and targets; an introduction to adaptation planning; shared roles across the State, City, and community in achieving climate goals; the overall CAAP strategy framework; and an overview of each system's key measures and anticipated GHG reduction impacts.

Following the presentation, participants engaged in an interactive Mural board activity designed to gather feedback on proposed programs and actions across the CAAP's four systems. Participants reviewed each system's goals and key City-led actions and community actions and responded to prompts focused on what programs and/or resources would encourage them to take climate-supportive actions in their daily lives.

The four CAAP systems discussed were:

- Healthy and Resilient Buildings
- Mobility
- Electric Vehicles
- Urban Ecosystems

Community Feedback – Mural Board Activity

"Healthy and Resilient Buildings" System

Participants emphasized that cost, trusted information, and hands-on support are the most important factors influencing decisions related to home electrification and resilience upgrades.

Installing Heat Pumps

Participants noted that adoption would be encouraged by:

- Access to qualified installers offering transparent pricing
- Rebates, subsidies, or zero-interest financing programs
- Personalized guidance or "concierge-style" assistance from trusted third parties (e.g., Peninsula Clean Energy)
- Financial analyses demonstrating long-term cost savings or bill neutrality
- Peer learning opportunities from residents who have completed similar upgrades

Participants also highlighted challenges renters face when making long-term equipment decisions.

Solar and Battery Backup Systems

Residents expressed strong interest in resilience benefits but requested:

- Clear, trusted education on realistic cost savings
- Information on solar "islanding" during outages
- Examples of common homeowner scenarios
- Subsidized solar pathways and renter-focused solutions

- Information on integrating EV charging with home battery systems

Climate Resilience and Home Hardening

Suggested supportive programs included:

- Zero-interest financing for insulation and window upgrades
- Free or subsidized home energy and resilience audits
- Contractor recommendations knowledgeable in wildfire safety
- Incentives for defensible space and home hardening measures
- City-led bulk procurement programs to reduce upgrade costs
- Education and incentives to replace high-burn invasive landscaping with climate-resilient native plants

Participants also noted that extreme heat and poor insulation in older homes are growing concerns.

Indoor Air Quality for Renters

Providing portable induction cooktops and compatible cookware was identified as a practical way to help renters reduce gas use and improve indoor air quality.

"Mobility" System

Feedback strongly focused on safety, connectivity, and regional coordination as prerequisites for shifting travel behavior.

Biking to Work, School, or Transit Stations

Participants identified the following priorities:

- Protected and separated bike lanes on major corridors such as Alameda de las Pulgas, Old County Road, and El Camino Real
- Continuous sidewalks and safer pedestrian routes
- Expanded bike parking at community destinations
- School-led walking and biking programs
- Coordination with neighboring cities to create connected bike networks
- Improved alignment between SamTrans routes and school schedules

Several participants noted that Belmont's current street design makes biking feel unsafe and that significant infrastructure improvements would be needed to support regular mode shift.

Public Transportation Use

Participants expressed interest in transit improvements including:

- Safer walking access to bus stops
- Faster and more reliable transit service, including bus rapid transit concepts
- Regional coordination to better connect destinations across cities

Carpooling and Rideshare

Participants suggested working with smaller employers to promote rideshare participation and expanding access to commuter support programs.

“Electric Vehicles” System

Participants identified upfront cost and charging access as primary barriers.

Purchasing or Leasing Electric Vehicles

Suggested incentives included:

- EV purchase rebates
- Streamlined or no-cost EV charger permitting

Using E-Bikes or Electric Scooters

Encouraging factors included:

- E-bike rebate programs
- Secure and adequately sized bike lockers
- Widening of bike lockers at common destinations

Replacing Gas-Powered Lawn Equipment

Participants recommended:

- Equipment trade-in rebate programs
- Outreach and training for landscaping professionals
- Information on where to purchase electric equipment
- Incentives or ordinances supporting landscaper transition to electric tools

“Urban Ecosystems” System

Participants highlighted opportunities to improve awareness and participation in waste reduction and climate-resilient landscaping programs.

Composting and Food Waste Reduction

Participants requested:

- Clear guidance on what materials are compostable
- Greater public awareness of existing programs such as free compost availability
- Stronger standards for truly compostable products

Using Compost in Landscaping

Participants expressed interest in:

- Education on safe compost use for edible gardening
- Improved promotion of available compost resources

Climate-Resilient Landscaping and Tree Planting

Suggested programs included:

- Referrals to landscapers experienced in native and climate-adapted planting
- Site visits from arborists or landscape experts
- Demonstration or showcase homes

- Incentives for removing invasive, high-fire-risk vegetation

Community Feedback – Live Discussion and Chat

Throughout the Mural board activity, there was a lot of live discussion, as well as input in the Zoom chat.

Cost and Financial Transparency

Participants repeatedly emphasized that affordability is the primary motivator for action. Residents expressed interest in understanding which strategies provide the greatest emissions reductions relative to community cost. Requests included clearer cost-benefit information for electrification, solar expansion, and resilience upgrades.

Trusted Guidance and Information

Participants noted difficulty navigating changing incentives, utility rates, and technology options. Many supported expanded concierge-style assistance through Peninsula Clean Energy (PCE) or City resources, including example upgrade pathways tailored to common household situations.

Transportation and Mode Shift

Participants discussed the importance of improving walkability and bike safety to enable meaningful reductions in vehicle miles traveled, most of which are done through infrastructure/road improvements. Employer- and school-based programs were identified as potential opportunities to support carpooling and commute alternatives.

Waste Reduction Education

Participants expressed confusion about recycling and composting requirements and requested clearer education, feedback mechanisms, and partnerships with waste haulers and retailers to improve consistency in messaging.

Community Feedback – Written Comments

Following the workshop, the City received additional written comments from community members unable to attend the workshop. Key topics included:

- Strong interest in accelerated implementation of protected bicycle infrastructure on major corridors
- Requests to prioritize transportation strategies due to their significant contribution to community GHG emissions
- Recommendations for expanded bike and e-bike incentives, repair programs, and secure parking
- Interest in individualized mobility transition assistance to help residents shift from driving to biking or transit
- Suggestions to establish a dedicated Transit Commission to support transportation planning and oversight

These comments reinforce the importance of transportation safety and accessible technical support as central considerations in advancing Belmont's climate goals.

Belmont Climate Action & Adaptation Plan — Community Survey #2 Summary

This summary covers findings from the City of Belmont's Climate Action and Adaptation Plan (CAAP) Community Survey #2, open February 20–March 20, 2026, which drew 63 respondents.

The survey asked community members about climate action strategies across four areas or systems — buildings, transportation, electric vehicles, and urban ecosystems — covering ways to reduce greenhouse gas emissions and build resilience against climate impacts. Respondents primarily shared which actions they'd be willing to take and what support would help make those actions possible.

Key themes and response highlights are outlined below. Since most questions allowed multiple selections, percentages throughout this summary may not add up to 100%.

Healthy and Resilient Buildings

Willingness to Act – Decarbonization

Respondents showed moderately strong willingness to adopt building decarbonization measures, particularly those with clear long-term benefits, including:

- 62% were willing to install solar panels and battery storage
- 51% were willing to install heat pumps
- 46% were willing to choose all-electric systems for new construction or major renovations

Lower interest was expressed in scheduling home or building energy assessments (38%) and educational and outreach activities, such as sharing information with others (25%) and community workshops (22%).

Open-ended responses indicated many respondents had already completed upgrades, while others expressed concerns about grid capacity, costs, and feasibility – particularly for full electrification. Renters also noted the limited applicability of these actions.

Barriers and Support Needs – Decarbonization

The most significant barriers were financial and logistical. Respondents indicated:

- 73% would be motivated by rebates or financial incentives to reduce upfront costs
- 62% would be motivated by permit streamlining or faster approvals
- 60% would be motivated by help finding qualified and trusted contractors
- 59% would be motivated by clear information about costs, savings, and available incentives

Lower interest levels was expressed in low-interest financing or payment plans (36%); educational workshops or events (30%); hands-on project planning or coordination (29%); and information specific to renters, landlords, or HOAs (16%).

Respondents emphasized the high upfront cost of improvements, with several noting investments may not be financially viable for older populations. Some expressed a need for hands-on project support, including assistance navigating rebates and implementation.

Willingness to Act – Resilience

Respondents were generally willing to take resilience actions, especially:

- 54% were willing to install rain gardens, permeable paving, or native landscaping to reduce flooding
- 52% were willing to install heat pumps for cooling and air filtration to stay safe during heat waves or wildfire smoke events

Lower interest was expressed in using fire-resistant building materials or completing home hardening upgrades (38%).

In open-ended responses, financial constraints were a major limitation, and some respondents noted that upgrades are more feasible during new construction or major renovations.

Barriers and Support Needs – Resilience

Most respondents would be motivated by clear guidance on the most effective improvements. Top support interests were:

- 75% would be motivated by clear guidance on what improvements are most effective
- 54% would be motivated by financial assistance
- 54% would be motivated by help navigating permits
- 41% would be motivated by programs tailored to homeowners, renters, or businesses

Lower interest was expressed in technical assistance or support (37%); coordination with regional agencies or utility providers (29%); and community education, demonstrations, or site tours (29%).

Interest in City Actions – Resilience

Approximately half of respondents supported most resilience-focused City actions, including:

- 56% supported requiring defensible space around homes in wildfire risk areas
- 54% supported expanding community resilience hubs with backup power during outages
- 48% supported an ordinance incentivizing new central air conditioners being two-way heat pumps
- 48% supported incorporating green infrastructure (e.g., bioswales or vegetated areas) into City buildings and projects

Lower interest was expressed in policies encouraging retrofits or elevation of homes or buildings in flood-prone or sea level rise areas (32%).

A subset of respondents expressed a lack of awareness about the value of resilience strategies.

Mobility

Willingness to Act

Respondents favored behavioral changes with minimal cost or inconvenience, including:

- 81% were willing to combine errands into one trip
- 52% were willing to choose local businesses they could walk or bike to

Lower willingness was reported for weekly biking to work or school (30%), weekly public transit use (25%), and carpooling (11%).

Open-ended responses highlighted safety concerns and limited transit options as major barriers, particularly for biking.

Barriers and Needed Improvements

Respondents emphasized the need for safe, connected infrastructure, particularly for biking. Top support needs for mode shift included:

- 67% would be motivated by safer sidewalks, crossings, and bike lanes
- 49% would be motivated by improved lighting and visibility along walking and biking routes
- 48% would be motivated by better transit frequency and reliability
- 40% would be motivated by better connections to Caltrain or bus stops

Lower interest was expressed in secure bike parking or lockers (30%), employer-supported commute programs (17%), and bike safety education or workshops (14%).

Interest in City Action

Respondents' top priorities for City action included:

- 54% supported improved communication about evacuation routes and emergency transportation
- 43% supported safer walking and biking routes

Lower interest was expressed in multimodal street design that reduces traffic conflicts (38%).

Open-ended responses also indicated an interest in cooling strategies and shade infrastructure.

Barriers and Support Needs

Respondents most wanted infrastructure improvements and information on safe routes, specifically:

- 52% would be motivated by clear information about safe routes
- 43% would be motivated by infrastructure improvements near homes and workplaces

Lower interest was expressed in coordination with schools, employers, and transit agencies and education on emergency transportation options (32% each).

Electric Vehicles

Willingness to Act

There was relatively strong interest in electric vehicle (EV) adoption, specifically:

- 56% were interested in purchasing or leasing an EV
- 51% were interested in installing a home EV charger

Lower interest was expressed in switching to electric landscaping equipment (35%); using e-bikes or scooters for shorter trips (25%); or encouraging employers, landlords, or schools to install EV chargers (19%).

Some respondents noted they had already switched to EVs or related technologies, while others expressed concerns about electricity costs and grid reliability.

Barriers and Support Needs

Respondents were most interested in financial incentives and ease of permitting, specifically:

- 59% would be motivated by financial incentives
- 43% would be motivated by lower cost charging
- 43% would be motivated by faster permitting

Lower interest was expressed in more public charging locations (37%) and information about EV costs, maintenance, and savings (30%). The lowest interest was expressed in education on e-bikes and micromobility safety (19%), charging access for renters or multifamily housing (17%), and EV ride-and-drive events.

In open-ended responses, respondents emphasized the importance of affordable electricity rates and charging access for renters.

Urban Ecosystems and Waste Reduction

Willingness to Act

Respondents had widely accepted waste-related practices to support healthy ecosystems, specifically:

- 84% were willing to separate food scraps and organic waste into the compost bin
- 84% were willing to avoid placing non-compostable items in the compost bin
- 63% were willing to use compost or mulch in landscaping or gardening
- 56% were willing to reduce food waste by meal planning or donating extra food

Lower interest was expressed in composting workshops or events (22%).

Barriers and Support Needs

Respondents indicated they would further be motivated by:

- 43% would be motivated by information on where to donate extra food
- 41% would be motivated by access to free or low-cost composting tools
- 40% would be motivated by clear guidance on waste sorting

Lower interest was expressed in community workshops or demonstrations (29%), education on composting benefits (25%), and support for multifamily housing composting (17%).

Climate Adaptation Actions

To prepare for extreme heat, flooding, and wildfire, respondents showed strong support for several nature-based solutions including:

- 78% were willing to use drought-tolerant, water-efficient landscaping at home
- 75% supported native tree planting and canopy expansion by the City and at home
- 65% supported City wildfire vegetation management programs
- 48% were willing to participate in community tree plantings or tree giveaways

Barriers and Support Needs

Information and reduced costs were key motivators, including:

- 56% would be motivated by free or low-cost trees and plants
- 46% would be motivated by guidance on tree care and wildfire-safe landscaping
- 46% would be motivated by information on wildfire-safe landscaping

Lower interest was expressed in information on volunteering and community events and financial assistance or incentives (33% each).

Open-ended responses highlighted the importance of maintenance support (e.g., tree trimming) and access to qualified professionals.

Key Survey Themes

- **Cost is the top barrier.** Across all sectors, financial constraints were the biggest obstacle — especially for building upgrades and EV adoption.
- **People want simple, practical guidance.** Respondents wanted clear information on costs, benefits, and next steps.
- **Infrastructure gaps are preventing transportation mode shifts.** While there was solid interest in EVs, safer, continuous walking and biking infrastructure and convenient public transit remain obstacles to behavior change.
- **Hands-on help matters.** Many respondents wanted support navigating programs, finding qualified contractors, and coordinating projects.
- **Some behaviors are already widespread.** Waste reduction practices and certain home upgrades were common, suggesting a foundation to build on.
- **Mixed perceptions and skepticism.** A subset had concerns about cost, feasibility, and effectiveness of actions. Clear communication and emphasis on everyday benefits will be key to reaching them.

Who We Heard From

Survey respondents were predominantly homeowners (92%), with renters making up just 8% of participants. The respondent pool skewed older, with 56% between the ages of 40–64 and 36% aged 65 or older, with minimal participation from younger community members. Racially and ethnically, respondents were mostly White/Caucasian (74%), with some representation from Asian/Pacific Islander (23%), mixed race (5%), and Hispanic/Latinx (4%) communities. Geographically, over half of respondents were from Sterling Downs or Homeview neighborhoods (54%), with the remainder distributed across other parts of the city.

STAFF REPORT

Meeting Date:	April 28, 2026
Agency:	City of Belmont
Staff Contact:	Tobi Liebermann, Housing and Economic Development Manager, tliebermann@belmont.gov
Agenda Title:	951 Old County Road Affordable Housing Loan
Agenda Action:	Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute a loan funding agreement with CRP Affordable Housing and Community Development, or its affiliated entities or partners, to provide up to $2 million in Belmont affordable housing funds for construction of a 63-unit affordable housing project located at 951 Old County Road.

Strategic Focus Area

Economic Development and Housing

Background

On January 23, 2025, the City of Belmont granted ministerial approval of CRP Affordable Housing and Community Development's (CRP) application for development of a 63-unit affordable housing project located at 951 Old County Rd. pursuant to Government Code Section 65913.4 (Senate Bill (SB) 35) streamlined processing. CRP formally submitted their entitlement application October 25, 2024, following completion of tribal consultation. The project was determined to meet SB-35 eligibility criteria and was deemed compliant with the City's objective planning and design review standards. Given the limited timeline allotted to cities to review entitlement applications under SB 35, the application was approved ministerially by city staff in January 2025.

The site is situated on a single parcel approximately 0.35-acres in size, located less than one-half (0.5) mile from the Belmont Caltrain station. The project site is currently developed with a two-story, retail building that houses a UPS Store, commercial uses, and personal services establishments. The project will replace the existing commercial building with an eight-story residential building with seven residential levels over an eight-space, surface-level garage. The ground floor also includes corner retail and community space, a lobby, and a leasing/management office. Given its proximity to the Caltrain station and the fact that it is a 100% affordable project, State law permits the development to exceed the City's adopted height limits by up to three stories and does not allow the City to require on-site parking. Despite this, the project is providing eight on-site parking spaces.

The affordable housing plan for the project includes a range of unit sizes and affordability levels, as summarized in the following table:

Unit Type	30% AMI	50% AMI	60% AMI	70% AMI	Mgr.	Subtotal	Percent
One-Bedroom	4	3	3	11	0	21	33.3%
Two-Bedroom	3	2	3	13	0	21	33.3%
Three-Bedroom	3	2	3	12	1	21	33.3%
Total	**10**	**7**	**9**	**36**	**1**	**63**	**100%**

In addition, 4 units are reserved for permanent supported housing out of the 63 total units.

The project financing plan submitted by the developer includes a combination of local, County, Low-Income Housing Tax Credits, and tax-exempt bond financing. CRP was awarded $1 million in San Mateo County funding for both construction and permanent financing in 2025 and recently received an additional commitment of $2 million for the project in federal HOME funds from the County.

The developer is currently in the process of applying for the tax credit financing necessary to construct the project. CRP believes the project is competitive for tax credits due to the property location in a high resource area, deeper affordability levels, and County funding commitments. CRP is requesting a residual receipts loan of $2 million from the City of Belmont Affordable Housing Fund as outlined in their funding request letter provided as Attachment B. This contribution of local funds is important to show local support for the project and to increase their competitiveness for other financing sources.

Although CRP is the lead and primary affordable housing developer for this project, they have partnered with non-profit Community Revitalization and Development Corporation as the potential managing general partner of the project and LifeSTEPS as residential service provider for the community's tenants.

Analysis

The 951 Old County Rd. affordable housing project will provide low, very-low, and extremely low-income units that would contribute towards Belmont's Regional Housing Needs Allocation (RHNA). The table below shows how the project would contribute to Belmont's RHNA compliance for the 2023-2031 planning period:

Income Level	RHNA Requirement	Permitted to Date (6th Cycle)*	951 Old County Rd.**	Total Units (w/ Project)
Very Low	488	102	**17**	119
Low	281	98	**45**	143
Moderate	283	36	**0**	36
Above Mod.	733	32	**1**	33
Total Units	1,785	268	**63**	331

* Includes period from 6/30/2022-1/30/2023, remainder of CY 2023 through 2025

** In the building permit phase. Units are shown to demonstrate the benefits of this project on housing production.

Provision of lower-income units is critically important to meet housing needs and to support various special needs housing populations in Belmont that often face challenges such as overcrowding and cost-burdened households (i.e. paying more than 30-50% of income on housing costs). Development of lower-income units also typically requires larger public subsidies from a variety of funding sources.

The City has sufficient funding available in its Affordable Housing Fund 275, which is comprised of Housing Successor Agency funds, to fund the request from CRP for a $2 million loan. The loan amount, if approved by City Council, is currently anticipated for disbursement in fiscal year 2027-28, only to be provided to the project if and when it is fully financed, has obtained building permits, and is ready to commence construction. The loan would be repaid using residual receipts, a common financing method used to facilitate low-income housing development. To the extent that sufficient residual cash flows exist in the future, the loan would be repaid over the project affordability term, typically 55-years minimum.

Alignment with Housing Element Priorities
The approval of the funding request is in line with Housing Element Program H1.2: Use Public Funding for Low/Moderate Income Housing. The Housing Element states that the City shall utilize local Affordable Housing Funds (Successor Agency Housing Funds, Inclusionary housing in-lieu funds, Commercial Linkage Fees, and Residential Development Mitigation Fees) to fund affordable housing development, and to leverage other public funding sources for affordable housing projects. Priority shall be given to development of housing at lower-income levels.

Alternatives
1. Take no action, no funding approved.
2. Provide alternative funding proposal.

Attachments
A. Resolution
B. CRP Funding Request Letter

Fiscal Impact
☐ No Fiscal Impact

☒ Funding Source Confirmed:	The funding for the $2 million loan is currently anticipated for disbursement in fiscal year 2027-28 will be included in the proposed fiscal year 2027-28 budget in the Affordable Housing Fund (275-5-902-8589). Funding will be provided to the project only if and when it is fully financed, has obtained building permits, and is ready to commence construction.

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

RESOLUTION NO. 2026 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A LOAN FUNDING AGREEMENT WITH CRP AFFORDABLE HOUSING AND COMMUNITY DEVELOPMENT LLC OR AFFILIATED ENTITIES OR PARTNERS TO PROVIDE A LOAN OF UP TO $2.0 MILLION FOR CONSTRUCTION OF AN AFFORDABLE HOUSING PROJECT AT 951 OLD COUNTY ROAD

WHEREAS, on January 23, 2025, the City of Belmont provided ministerial approval of the development of the 951 Old County Road project pursuant to Senate Bill 35 (SB 35) Streamlining provisions for a 63-unit affordable housing development; and,

WHEREAS, the Affordable Housing Plan for the project includes a range of unit sizes and affordability levels, with 10 units reserved for households making 30% or less of area median income, 7 units reserved for households making 50% or less of area median income, 9 units reserved for households making 60% or less of area median income, 36 units reserved for households earning 70% or less of area median income, and one unrestricted manager's unit, helping Belmont meet its Regional Housing Needs Allocation (RHNA) for provision of very-low and low-income housing units; and,

WHEREAS, the City acknowledges that contribution of local affordable housing funds is an important part of a comprehensive project financing strategy that also includes San Mateo County Affordable Housing Funds and State Low Income Housing Tax credits (LIHTC); and,

WHEREAS, the approval of the funding request is consistent with the adopted 2023-2031 Housing Element Program H1.2: Use Public Funding for Low/Moderate Income Housing; and,

WHEREAS, the project developer, CRP Affordable Housing and Community Development, is an experienced affordable housing development company that has demonstrated the professional capacity to plan, build, and manage large affordable housing projects; and,

WHEREAS, CRP Affordable Housing and Community Development has submitted a request to the City for a loan of $2.0 million that will be repaid during the project affordability term through available residual receipts; and,

WHEREAS, the City has sufficient funds available in its Affordable Housing Fund (Fund 275), which is comprised of Successor Agency Housing revenues, to fund this loan request; and,

WHEREAS, the City Council supports the 63-unit affordable housing project and desires to see construction of more affordable housing units in Belmont.

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

SECTION 1. The City Manager is authorized to negotiate and execute a loan funding

agreement with CRP Affordable Housing and Community Development LLC or affiliated entities or other development team partners for an amount not to exceed $2.0 million for construction of a 63-unit affordable housing project at 951 Old County Road. The loan shall be repaid over the affordability term of the project from available project residual receipts.

SECTION 2. The loan will be funded from the Affordable Housing Fund (275-5-902-8589).

* * *

ADOPTED April 28, 2026 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

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March 9, 2026

City of Belmont
1 Twin Pines Ln
Belmont, CA 94002

Subject: City of Belmont Funds for The Ridge on Masonic – 951 Old County Road Belmont, CA 94002

To the city of Belmont,

We are writing to request city affordable housing funds for our Ridge on Masonic project located at 951 Old County Road. The Ridge on Masonic ("Project") is a proposed new construction 100% affordable, multifamily that will feature 63 units housed within an eight-story mid-rise building. Emphasizing affordability, the units will all be set-aside to tenants earning no more than 70% of the Area Median Income. The Project will include 21 one-bedroom, 21 two-bedroom, and 21 three-bedroom units. It is important to note that 4 one-bedrooms are reserved for permanent supporting housing. The Project will offer a variety of community amenities including community gathering spaces, central laundry on each floor, children's play area, and bike storage. Construction is anticipated to begin in Q1 2027 and be completed Q4 2028, assuming a successful May 2026 CDLAC application.

The Project site is located in a High Resource Area as determined by CTCAC/HCD. This means that CTCAC/HCD have determined this area possesses the highest level of opportunity by considering levels of poverty or wealth, degree of segregation, and quality of education. CTCAC/HCD prioritizes the funding of affordable housing in Highest Resource areas because studies have shown that this results in both racial integration of neighborhoods and offers new economic opportunities to low-income people. In addition to being in a High resource area, the Project will have access to a variety of amenities within ½ mile, including a grocery store, a light rail station, a gas station, and a variety of retail and restaurants.

Financing Plan

The Project anticipates applying for Tax-Exempt Bonds, State Tax Credits, in the second CDLAC round on May 19, 2026. The project has already secured $1,000,000 in San Mateo County funding for both construction and permanent financing. The project is also expected to be in a position to win another $2.0 MM from the county. We expect a competitive CDLAC application for this project based on the project's high resource location, deep levels of affordability, and awarded county funds. If successful, we expect the project to follow the below anticipated schedule.

Milestone	Completed/Anticipated	Date
Site Acquisition	Completed	November 3, 2025
Entitlements	Completed	January 23, 2025
SMC AHF 13.0 Award	Completed	October 19, 2025
FY 2026-27 Winter Federa/State Funds SMC NOFA Application Submission	Completed	January 15, 2026
FY 2026-27 Winter Federa/State Funds SMC NOFA Application Submission	Anticipated	April 21, 2026
Tax Credit Application Submission	Anticipated	May 19, 2026
Tax Credit Award Date	Anticipated	August 18, 2026
Closing/Construction Start Date	Anticipated	January 30, 2027
Construction Completion Date	Anticipated	October 30, 2028
100% Occupancy	Anticipated	January 30, 2029
Stabilization	Anticipated	April 30, 2029
Receipt of 8609	Anticipated	April 30, 2030

Address: 4429 Morena Blvd, Suite A, San Diego, CA 92117
Telephone: (646) 518 7280; E-Fax: (646) 304 2255; Website: www.crpaffordable.com

Funding Request

During this project, we are grateful for both the cooperation and persistence during the entitlement and approval process. We view the city of Belmont as much more than just the jurisdiction of where this project is located, but as a valued partner in the overall development. During these challenging economic times and geopolitical uncertainty, it is more important than ever to deliver desperately needed affordable housing in the present when the opportunity arises. The Ridge on Masonic is that opportunity that could be ready to break ground by February of 2027. As a requirement for our awarded San Mateo County funding, we are requesting $2.00 MM in city funds that will further support the construction of 63 units of affordable housing within the city of Belmont. These funds will be utilized to fund construction costs that are increasing year-over-year. We believe these funds will be the final financing piece for this project.

DocuSigned by:
Paul Salib
4B2ABD89EF604C6...

Paul Salib
Authorized Signatory

CITY OF BELMONT

951 Old County Road Affordable Housing Funding Request

April 28, 2026

951 Old County Road Affordable Housing

- Developer is CRP Affordable Housing
- 63 units of affordable housing with rents between 30% and 70% AMI
- Located on Old County Road and Masonic Way
- Less than 0.1 miles from CalTrain Station
- Replaces existing commercial building housing UPS store and other uses
- 7 stories of residential over parking and corner retail and ancillary uses
- Approved entitlements in Jan 2025 via Senate Bill 35 (SB-35) streamlining
- Developer is preparing building permit submittal currently

951 Old County Road Affordable Housing

Funding Summary

- Project sponsor has secured $3.0 million in County funding for the development
- Low Income Housing Tax credit application in process
- Developer requesting $2.0 million in City contribution
- City funding would come from the Affordable Housing Fund
- Funding contribution would be structured as a residual receipts loan with minimum 55-year affordability term and 3% interest rate

951 Old County Road Affordable Housing

Project Benefits Summary

- Project provides deep affordability with 10 units at 30% of Area Median Income
- Adopted Housing Element calls for providing financial support to 100% affordable developments
- Helps City achieve RHNA Goals under 6th Cycle Housing Element
- Supports high-density transit-oriented development
- Includes ground floor retail space to support neighborhood services and to meet community demand
- Supports local construction jobs
- City funding leverages County and affordable housing tax credit funding sources
- Facilitates redevelopment of a Housing Element Inventory site at higher than assumed density

Action Requested of City Council

Proposed Resolution

Authorize the City Manager to negotiate and enter into a Loan Funding Agreement with CRP Affordable Housing and Community Development LLC or one of their affiliated entities or partners to provide $2.0 million residual receipts loan for 951 Old County Road

Thank you!

Next the developer will make a brief presentation related to the project and their funding request.

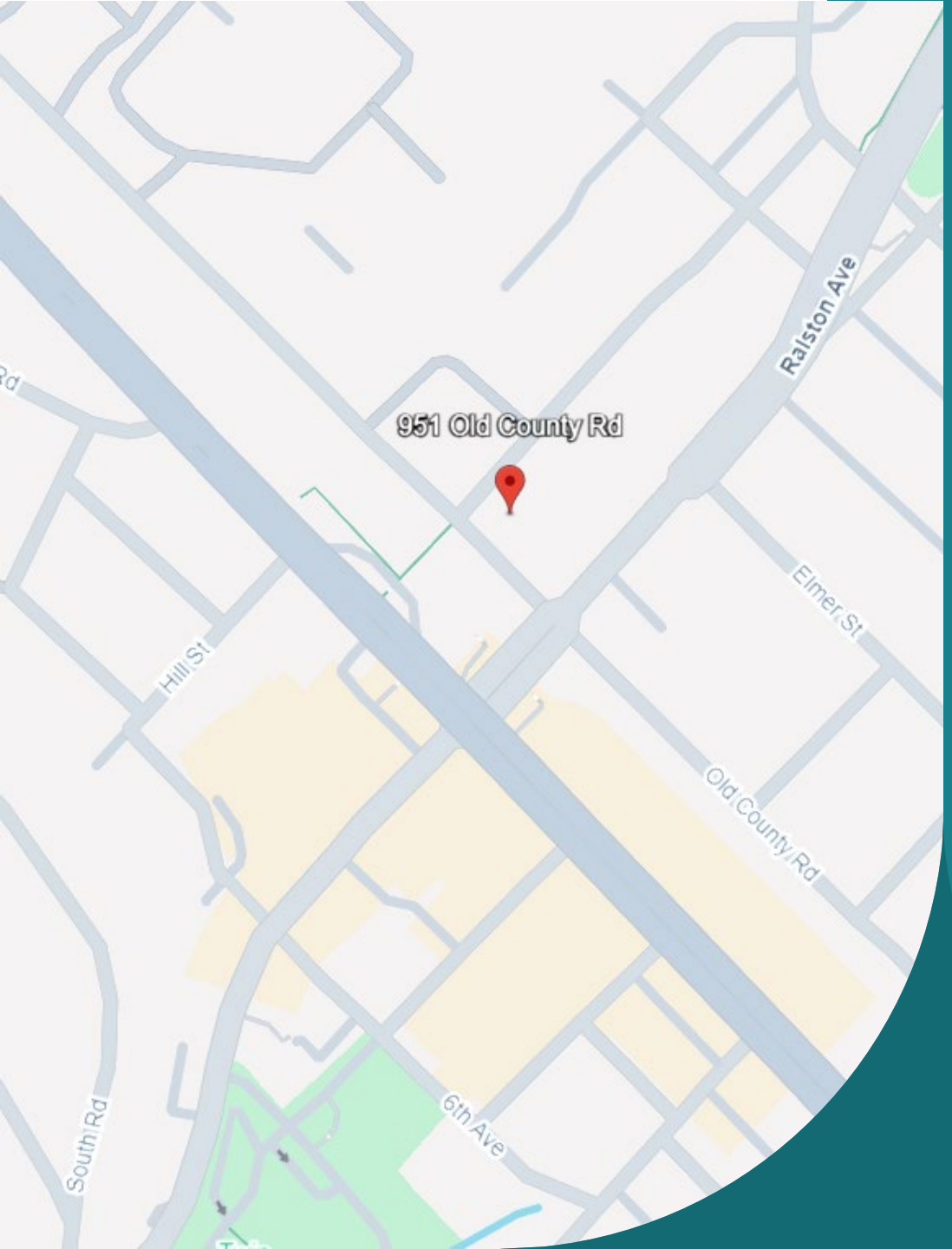
The Ridge on Masonic

951 Old County Road

- Established in 2019 led by executive leadership with decades of experience in affordable housing

- <u>Current Pipeline</u>
  - Nearly 1,300 Units Completed
  - Over 560 Units Under Construction, with 760 units starting construction this year
  - Municipalities where we are building include San Diego, San Jose, Sacramento, and Burlingame.

- Will start construction on the 65-Unit Ridge at Ralston project this summer. A testament to what can be achieved through private-public partnerships



Location

- Highest Opportunity Area: Per CTCAC and HCD Guidelines

- Walkability/Access to Public Transit: Walking distance to CalTrain and SamTrans stations

- Community Amenities: Close proximity to vital community amenities such as grocery stores, medical/pharmacy facilities, and public recreational areas

The Community

Project Unit & AMI Mix				
AMI	1BR	2BR	3BR	Totals
70%	11	13	12	36
60%	3	3	3	9
50%	3	2	2	7
30%	4	3	3	10
Mgr.	0	0	1	1
Totals	**21**	**21**	**21**	**63**

On-Site Amenities

- Indoor Community Room
- Playground
- Outdoor Recreational Areas
- Residential Services
- Bike Storage
- On-Site Retail

Funding Request

- **Funding Request:** CRP is graciously requesting $2.0 MM in capital funds for this much needed affordable housing project

- **Project Challenges**
  - Low Targets of Affordability
  - Larger Units to Accommodate Large Families
  - Construction Costs and Interest Rate Hikes
  - CDLAC Application Competitiveness

STAFF REPORT

Meeting Date:	April 28, 2026
Agency:	City of Belmont
Staff Contact:	Adrienne Smith, Principal Planner, (650) 637-4702, asmith@belmont.gov
Agenda Title:	Draft General Plan Safety Element Update
Agenda Action:	Discussion & Direction

Recommendation

Receive a presentation on the City of Belmont's Draft Safety Element Update and provide feedback and direction.

Strategic Focus Area

Public Safety

Background

The Safety Element of Belmont's General Plan is a State-mandated component required under California Government Code Section 65302(g). It identifies potential natural and human-caused hazards that may affect residents, businesses, and public services in the community. The purpose of the Safety Element is to provide a framework for recognizing and anticipating these hazards and guiding policies and actions that reduce risks and protect the community.

The Safety Element identifies the natural and human-caused hazards affecting the City of Belmont, describes existing and anticipated future conditions, and establishes goals and policies to reduce risks to public safety. It addresses efforts to protect community health and safety, minimize damage to buildings and infrastructure, and reduce impacts to local economic, community services, and natural ecosystems.

State Law Requirements for Safety Elements

California Government Code Section 65302(g) establishes the requirements for Safety Elements, including that they must be updated in conjunction with each revision of the Housing Element or Local Hazard Mitigation Plan, but not less than once every eight years. Recent legislative changes have significantly expanded these requirements. Notable updates include the requirement to prepare a vulnerability assessment (SB 379), identify residential developments in hazard areas lacking at least two evacuation routes (SB 99), and identify areas most vulnerable to extreme heat, assess associated health and infrastructure risks, and incorporate goals, policies, and implementation measures to address those risks (AB 2684).

Purpose of the Safety Element Update

Belmont's Safety Element was last comprehensively updated in 2017 along with the broader adoption of the City's 2035 General Plan. The update described in this staff report is undertaken to bring the Safety Element into full compliance with the State laws described above, to incorporate the results of a new

climate Vulnerability Assessment Summary, and to reflect updated hazard information and community priorities. The update includes revised and new goals, policies, and implementation actions organized around the hazard topics addressed in the element.

The PREP Project

The City of Belmont prepared its Safety Element update as part of the Peninsula Resilience Planning (PREP) project, a collaborative multi-jurisdictional effort of San Mateo County, the Town of Atherton, the City of Belmont, the City of Brisbane, the City of Burlingame, the City of East Palo Alto, the City of Half Moon Bay, the City of Pacifica, and the City of San Bruno. The PREP project is managed by the County's Planning and Building Department and supported by a consulting team led by PlaceWorks. The collaborative approach allowed participating jurisdictions to share technical analyses and resources for greater efficiency and consistency across the region.

The PREP project began in 2023. Preparation of the Vulnerability Assessment Summary and community engagement activities were conducted in 2024 and 2025. Draft Safety Elements were released for public review beginning in late 2025 through spring 2026, and adoption hearings are being conducted during 2026.

Interdepartmental Collaboration

The input from various City of Belmont departments has been critical to ensuring a comprehensive and technically sound update to the Safety Element. A Technical Advisory Committee (TAC) was convened to solicit feedback from the following departments: Planning, Public Works, Parks and Recreation, Fire and Police. The TAC participated at several critical stages of the update process including review of the Safety Element Background Report, Vulnerability Assessment Summary and the draft of the Safety Element.

Planning Commission Review

The Planning Commission reviewed the Draft Safety Element in a study session at its April 21, 2026 meeting. The Commission expressed appreciation for the update effort and general support of the contents of the Draft Safety Element. Commissioners noted the detailed analysis of wildfire as a hazard, the fire risks of aboveground electrical utilities, the lack of backup power during power outages and the impacts to residents of smoke and poor air quality. Commissioners also discussed the importance of the multijurisdictional collaboration in both the update process, but also during times of possible future emergency or disaster events.

Commissioners also posed several questions to consultants and staff including what the City does to effectively communicate with non-English-speaking residents. Staff explained that the City contracts with a translation service that offers approximately 30 different languages, though in Belmont, Spanish is the most common spoken language next to English. Another question was asked regarding Policy 6-6.10, which requires existing and planned development located in fire hazard severity zones to meet certain construction standards and the importance of being clear on what is required of existing homeowners. Staff plans to update the language to increase clarity on this topic. The Commission also asked how we coordinate with agencies who aren't participating in the multijurisdictional Safety Element process. A response was provided with some examples of ongoing coordination with neighboring communities

beyond those participating in the Safety Element update effort.

Analysis

Summary of Changes to the Safety Element

The updated Safety Element has been organized to address all hazard topics required by current State law and to reflect local conditions and community priorities identified through the planning process. Key changes include:

- A Safety Element Background Report documenting the current state of all hazards discussed in the element.
- New coverage of climate change vulnerability, including the results of the PREP Vulnerability Assessment Summary, which analyzed current and projected future risks to people, buildings, infrastructure, and key services from a range of climate hazards. All information about existing hazard conditions was reviewed and updated as needed.
- Addition of new hazard categories and new/updated hazard maps including severe weather, extreme heat and human health hazards. The flooding hazards section has also significantly expanded to include discussion of sea level rise and emergent groundwater.
- Updated flood and sea level rise policies reflecting current hazard information, including updated FEMA flood maps and projections for sea level rise, emergent groundwater and tsunamis.
- New policies addressing topics such as extreme heat, severe weather, drought, emergent groundwater, sea level rise and evacuation planning.
- Updated wildfire policies, including information on new Fire Hazard Severity Zones (FHSZ) mapping. On June 24, 2025, City Council adopted revised maps released by the State Fire Marshal showing revised FHSZs. Areas in the City's Western Hills previously classified as a very high hazard severity zone are now classified as either moderate or not classified, and areas in the San Juan Hills previously unclassified are now classified as moderate.
- New content on emergency evacuation, including an analysis of residential areas that may lack two or more emergency evacuation routes, consistent with SB 99 requirements.

Update to the Conservation Element

The Conservation Element has been updated to ensure consistency with the Safety Element. The most significant additions include: A new section on drought and the impact on Belmont's water supply; the impact of sea level rise on Belmont's sewer system; expansion of the discussion of adaptation and resiliency to climate change and the addition of several new policies and associated actions, the majority of which address drought and water supply and air quality.

Public Outreach

Community engagement is a central component of the PREP project. The engagement process was designed around five core principles: inclusion, equity, transparency, broad participation, and accountability.

Engagement activities were organized into two primary phases. Phase 1 (March–June 2024) focused on the vulnerability assessment, gathering community input on hazard experiences, identifying vulnerable populations and assets, and understanding challenges related to disaster preparation and recovery. Phase

2 (November 2024–May 2025) focused on presenting vulnerability assessment results and draft policy concepts to gather community feedback on proposed resilience strategies. The public comment (April 14, 2026 – May 14, 2026) and adoption process, from June 2 - June 9, 2026 (tentative), provides an additional opportunity for public review and input.

Specific engagement activities conducted as part of the PREP project included:

- Project Website (www.prepsmc.com): A comprehensive project website served as the central hub for project information, document libraries, event announcements, and community engagement tools. Workshop recordings were posted in English and Spanish for residents unable to attend live sessions.
- Digital Engagement Tools: An interactive, map-based online survey allowed community members to provide location-specific input on hazard experiences and vulnerabilities in their neighborhoods. An online map viewer provided public access to the same hazard mapping layers and vulnerability assessment datasets used in the technical work. An interactive story map, combining mapping with background text and graphics, provides additional detail about hazards and climate vulnerabilities with location-specific information and profiles for each community.
- Virtual Community Workshops: Project staff held three county-wide virtual workshops, two in spring 2024 (138 registrants; 70 attendees) and one in May 2025 (80 registrants; 28 attendees). Workshops included presentations, polling, and facilitated small-group breakout discussions. All workshops offered simultaneous Spanish interpretation and Spanish-language materials.
- Service Provider Discussions: Project staff held virtual discussions with representatives of 24 community organizations grouped into eight categories (chambers of commerce, community service organizations, energy providers, environmental groups, faith-based organizations, public health organizations, transit providers, and water/wastewater providers). Key themes included infrastructure vulnerability, extreme heat preparedness, funding barriers, and the value of interjurisdictional cooperation.
- Communities of Concern Meetings: Climate Resilient Communities, a local community-based organization and member of the project team, led a series of in-person, small-group meetings focused on reaching residents in historically underrepresented communities. Targeted areas included North Fair Oaks, Pescadero, coastal areas near Half Moon Bay, and East Palo Alto. Meetings were conducted in culturally appropriate formats, with food, translation services, and participant compensation.
- City Council engagement: At its April 11, 2023, meeting, City Council entered into an MOU with San Mateo County to join the Peninsula Resilience Planning (PREP) project to begin work on the Safety Element Update. On September 26, 2023, Council received a staff presentation on the status of the update plan and process. At its August 26, 2026, meeting, Council received a staff presentation on the City's long range planning efforts which included a progress review of the Safety Element update process.

Key themes that emerged across engagement activities included: flooding and sea level rise as top community concerns; wildfire risks including challenges with rising insurance costs and evacuation constraints; infrastructure vulnerabilities and emergency communication gaps; and particular concern for

the vulnerability of non-English speaking residents, older adults, low-income households, and people with access and functional needs.

A summary of all community engagement activities and how input was incorporated into the Safety Element is documented in the PREP Community Input Report (March 2026).

Review by Other Agencies

As part of the Safety Element update process, the draft Safety Element has been circulated to the following State agencies for review, as required by California Government Code Section 65302.5:

- California Geological Survey (CGS): All Safety Elements must be submitted to CGS for review prior to adoption. CGS reviews the Safety Element for adequacy of coverage of seismic, geologic, and related hazards.
- Governor's Office of Emergency Services (Cal OES): Safety Elements must be submitted to Cal OES for review. Cal OES reviews the Safety Element for consistency with the jurisdiction's Local Hazard Mitigation Plan (LHMP). Confirmation from Cal OES that the Safety Element appropriately integrates the LHMP ensures the jurisdiction remains eligible for California Disaster Assistance Act funding.

Public Comment

As of the writing of this report, no public comment has been received outside of the community engagement process detailed above, however the public review period will last until May 14, 2026 and any public comments will be compiled during that time.

Environmental Review

An environmental review document has been prepared for the Safety Element update pursuant to the California Environmental Quality Act (CEQA). The Safety Element update qualifies for a CEQA exemption under the common-sense exemption set forth in CEQA Guidelines Section 15061(b)(3). This exemption applies where it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment. The CEQA Exemption Memorandum and Notice of Exemption form will accompany the Safety Element when it is considered for adoption.

Key findings include:

- The Safety Element update is a program-level policy document establishing a framework for addressing hazards and does not commit the jurisdiction to any specific development action.
- The update does not include land use or zoning changes, does not increase development potential, and does not grant entitlements for development projects.
- No provisions of the update would result in direct or indirect population growth or place additional demands on natural resources, public services, or infrastructure.
- Future implementation actions that could affect the environment, such as code amendments, capital projects, or other physical improvements, would be subject to separate CEQA review at the time they are prepared, as applicable.

Following adoption of the Safety Element, staff will file the Notice of Determination and Notice of Exemption with the San Mateo County Clerk and post them with the State Clearinghouse, as required.

Next Steps

Feedback and direction received from this study session will be integrated into the final Safety Element and final Conservation Element. The Planning Commission will consider a recommendation to City Council that it adopt the Safety Element at a meeting scheduled for June 2, 2026 (tentative). City Council will consider adoption at an upcoming meeting.

The Safety Element web page will continue to be updated during the public review period www.belmont.gov/safetyelement

Alternatives

1. None.

Attachments

A. Draft Safety Element
B. Draft Conservation Element

Fiscal Impact

☒ No Fiscal Impact

☐ Funding Source Confirmed:

Consideration of adoption of the Safety Element does not create any direct fiscal impact. The Safety Element includes future actions that would be considered for implementation in future years, contingent upon City Council approval and appropriation.

Source:	**Purpose:**	**Public Outreach:**
Staff	Plan Implementation*	Posting of Agenda

6 Safety Element

6.1 INTRODUCTION AND PURPOSE

Ensuring the safety of community members, through protection from hazards, is an essential service of public agencies and a critical priority for maintaining community health and welfare. The purpose of the Safety Element is to identify the natural and ~~man-made~~human-caused public health and safety hazards that exist within the city, and to establish preventative and responsive policies and programs to mitigate their potential impacts. Specifically, this element addresses seismic and geologic hazards, flooding, fire, and other hazards, as well as related aspects of law enforcement, evacuation and emergency preparedness, and coordinated response measures. This element also addresses the threat from increasingly frequent and intense hazards resulting from climate change, as well as reduces vulnerability for disproportionately affected communities, physical assets, key services, and ecosystems.

RELATIONSHIP TO STATE LAW

Government Code Section 65302(g) requires each California city to include within its General Plan a Public Safety Element that addresses the protection of the community from any unreasonable risks associated with the effects of seismic and other geologically-induced hazards, flooding, and fires. The Safety Element is required to include mapping that identifies~~of~~ known seismic and other geological hazards, ~~and it must identify~~ flood hazards and urban and wildland fire hazards, as well as address climate change and extreme heat. Where applicable, it must also address evacuation routes, peak load water supply requirements, minimum road widths, and clearances around structures. The Safety Element also includes required information on fire protection, law enforcement, emergency preparedness, and the City's Local Hazard Mitigation Plan (LHMP). The LHMP, as certified by the Federal Emergency Management Agency (FEMA), is incorporated into this Safety Element by reference as permitted by California Government Code Section 65302.6. It is available online at https://www.smcgov.org/dem/multijurisdictional-local-hazard-mitigation-plan. ~~The City~~Belmont has also prepared a background report that provides additional detail about the hazards and other issues discussed in this Safety Element, as required by law. The background report is attached to this Safety Element as Appendix A.

State law also requires that, as part of the need to assess and protect against hazards, the S~~s~~afety E~~e~~lement~~s~~ must analyze climate vulnerability, which is the degree to which Belmont is susceptible to harm from climate change and associated hazards. This includes physical and mental injuries, property damage or destruction, environmental harm, economic damage, and other factors. The results of this

analysis are included in a Vulnerability Assessment, which identifies the populations, buildings and infrastructure, services, and natural ecosystems that are most vulnerable to the effects of hazards related to climate change in Belmont. The most vulnerable populations and community assets in Belmont are often those who are both severely impacted by climate change, and have a limited ability to resist or recover from these impacts (known as adaptive capacity). The Vulnerability Assessment helps community members, City staff, and decision makers understand how climate change hazards may alter community conditions and what parts of the community (people and places) should be prioritized for adaptation and resilience. The findings of the Vulnerability Assessment are summarized below in this document and the assessment is attached to this Safety Element as Appendix B.

RELATIONSHIP OTHER ELEMENTS

The Safety Element is strongly correlated to the Land Use, Conservation, and Parks, Recreation, and Open Space Elements. The Land Use Element includes consideration of fire, seismic, flooding and other hazards in land use designations and their density and intensity standards. Through restrictions on the development of hazardous areas, the Land Use Element supplements the policies of this Element.

Related to the Conservation and Parks, Recreation, and Open Space Elements, areas subject to severe hazards, especially those related to seismic or flood-prone conditions, are designated for a reduced level of development or open space, or development is required to be set back from areas impacted by these factors. Additionally, the Safety Element is related to the Circulation Element in that good street design and accessibility of the transportation system is vitally important in Providing Emergency Services.

RELATIONSHIP TO VISION AND GUIDING PRINCIPLES

While the Safety Element has connections to many of the values in the Belmont Community Vision, it most closely supports:

- Belmont's small-town ambiance that sets itself apart as a tranquil, inclusive, safe and desirable place to live, work and play.
- Belmont's is a wonderfully safe, culturally diverse, and supportive community that makes it a safe place to raise a family.

CLIMATE CHANGE IN BELMONT

Climate change is the long-term shift in average weather patterns, including significant alterations in temperature, precipitation, and wind patterns over an extended period—typically decades or longer. Rising levels of carbon dioxide and other greenhouse gases in the atmosphere are the primary drivers of climate change, trapping heat and disrupting global climate systems. Rising global temperatures are causing more frequent and intense heatwaves, storms, floods, droughts, wildfires, and other hazards. These events are frequently concurrent, resulting in cascading impacts that are progressively more difficult to manage, such as droughts amplifying wildfire risk or extreme heat exacerbating water scarcity.

Climate change is expected to affect everyone and all locations in Belmont to some degree, but some groups of people and community assets are particularly vulnerable to the impacts of hazards given their inability to prepare or their increased exposure to potential hazards. Through the Vulnerability Assessment, the City has identified the most vulnerable people, buildings, infrastructure, economic drivers, ecosystems and natural resources, and key services in Belmont that should be prioritized in climate adaptation and resilience planning. Identifying a population or a community asset as a priority vulnerability reflects the severity of climate change impacts and level of harm. Other factors considered are the size of the population, the role that the asset plays in maintaining community-wide well-being, and the potential of the population or asset to be impacted by compounding or cascading effects of interacting hazards.

Based on the Vulnerability Assessment's scoring of impact and adaptive capacity,

sSevere weather is the hazard responsible for the most priority vulnerabilities in Belmont, followed by sea level rise, wildfire, and extreme heat. In Belmont, the populations facing the greatest risk from climate change include older adults, low-resourced households, and people with chronic illnesses and/or disabilities. The community assets and services that are considered priority vulnerabilities are emergency services, water and wastewater infrastructure and services, energy and communications infrastructure and services, and aquatic ecosystems. Aquatic habitats in the community include riparian areas such as Belmont Creek, Waterdog -Lake, and the salt marshes of O'Neill Slough. This Safety Element describes the hazards that will likely impact Belmont and provides goals, policies, and actions to mitigate the associated risks to community members and assets.

6.2 SEISMIC HAZARDS

SEISMICITY AND GROUND SHAKING

The San Francisco Bay Area is one of the most seismically active regions of the United States. There are approximately 30 known faults in the Bay Area that are considered capable of generating earthquakes. An earthquake is the vibration of the earth's surface following a release of energy in the earth's crust. A major earthquake can cause the most damage of any hazard to the city. While there are no active fault lines within the city boundary, the closest fault zone, the San Andreas Fault Zone, is approximately one mile to the west from the city boundary. The San Andreas Fault Zone is the predominant fault system in California and has generated some of the largest and most destructive earthquakes in California. Other faults in the area include the Hayward Fault across the bay to the east, and the San Gregorio Fault to the west (see Figure 6-1, *Regional Faults*). The primary seismic hazard for Belmont is potential ground shaking from these three large faults, which can damage buildings and infrastructure, and harm people.

Table X lists recent earthquakes with a magnitude of 5.0 or greater within 100 miles of San Mateo County. The last significant (greater than magnitude 6.0) seismic event in the San Mateo County vicinity was the 7.1 magnitude San Andreas Loma Prieta Earthquake in 1989, which originated 10 miles northeast of Santa Cruz. Other significant local earthquakes include the 1906 earthquake in San Francisco and the 2014 earthquake in Napa. Although the 1906 earthquake is primarily associated with the City of San Francisco, Belmont was also greatly affected.

Table X: Recent Large Regional Earthquakes Magnitude 5.0 or Larger Within 100 Mile Radius of San Mateo County

Date	Magnitude	Epicenter Location
3/22/1957	5.3	Daly City
3/31/1986	5.70	12 miles east northeast of Milpitas, CA
10/17/1989	7.1	10 miles northeast of Santa Cruz, CA
9/3/2000	5.17	8 miles northwest of Napa, CA
8/10/2001	5.50	9 miles west of Portola, CA
10/31/2007	5.6	10 miles northeast of San Jose, CA
8/24/2014	6.0	6 miles southwest of Napa, CA

Source: San Mateo County, 2021.

Chapter 7, Article IV of the City's Municipal Code contains the City's Residential Code and Building Code, both of which establish standards for seismic safety in new construction and major renovations. Article XII also contains a seismic hazard identification program for unreinforced masonry buildings given the city's geographic area of high seismic risk.

, due to its proximity to both the San Andreas and Hayward Faults.

LIQUEFACTION

Soil liquefaction occurs when water-saturated sands, silts, or gravelly soils are shaken so violently that the individual grains lose contact with one another and float freely in the water, turning the ground into a pudding-like liquid. Buildings and foundations lose load-bearing

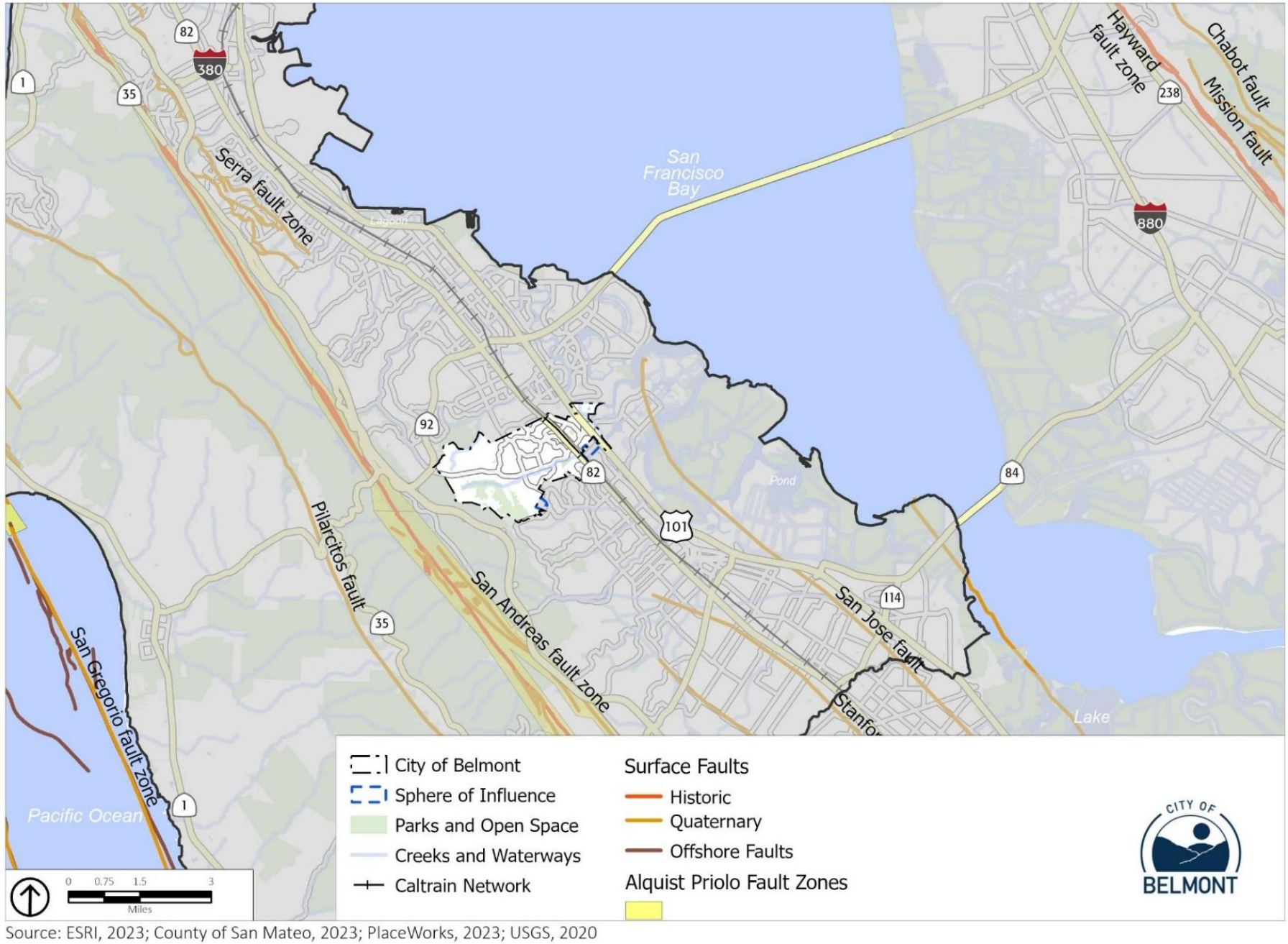
strength and may sink into what was previously solid ground. Unless properly secured, hazardous materials can be released, causing significant damage to the environment and people.

The soils underlying parts of Belmont are particularly susceptible to liquefaction, as shown in Figure 6-2, *Liquefaction Susceptibility*, which has serious implications for older structures that were built before State and local building codes were updated (in the early 1970s) to be more resilient against seismic and soil-related hazards. Much of the areas east of El Camino Real, as well as the land near Belmont Creek, have potential liquefaction hazards.

TSUNAMI

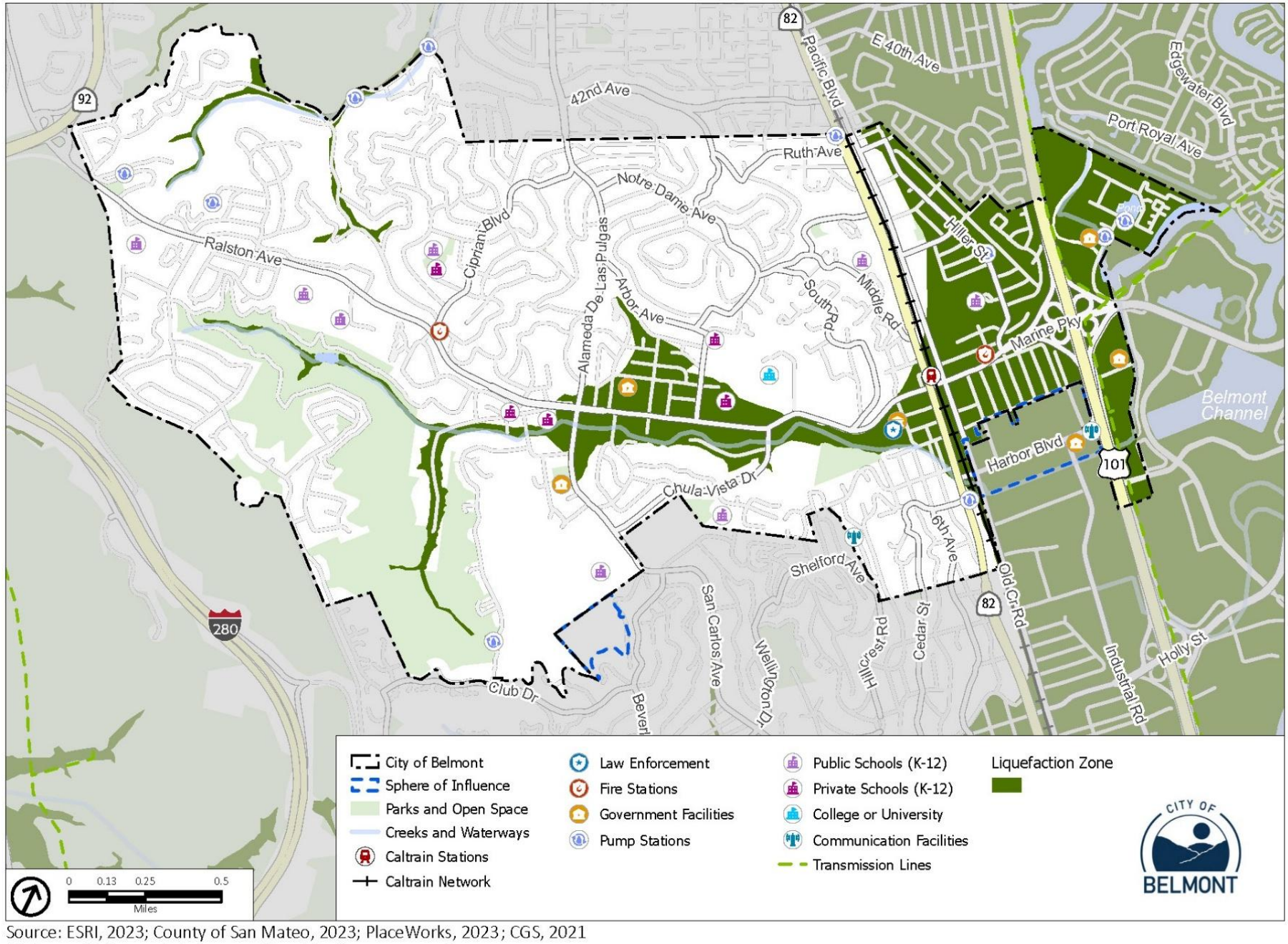
A tsunami is a series of high-energy waves that radiate outward like pond ripples from an area where a generating event occurs, arriving at shorelines over an extended period. Earthquakes, landslides, and submarine volcanic explosions are all capable of causing tsunamis. Belmont's position within the San Francisco Bay limits the potential for tsunami damage. However, tsunamis may impact areas of the city directly adjacent to the bay. As illustrated in Figure 6-3, *Tsunami Hazards Zone*, the northeastern area of the city near Belmont Slough and O'Neil Sough is in a tsunami hazard area and is therefore vulnerable to tsunami inundation. Tsunamis may also have larger regional impacts, such as inundating parts of Highway 101.

Figure 6-1 Regional Faults



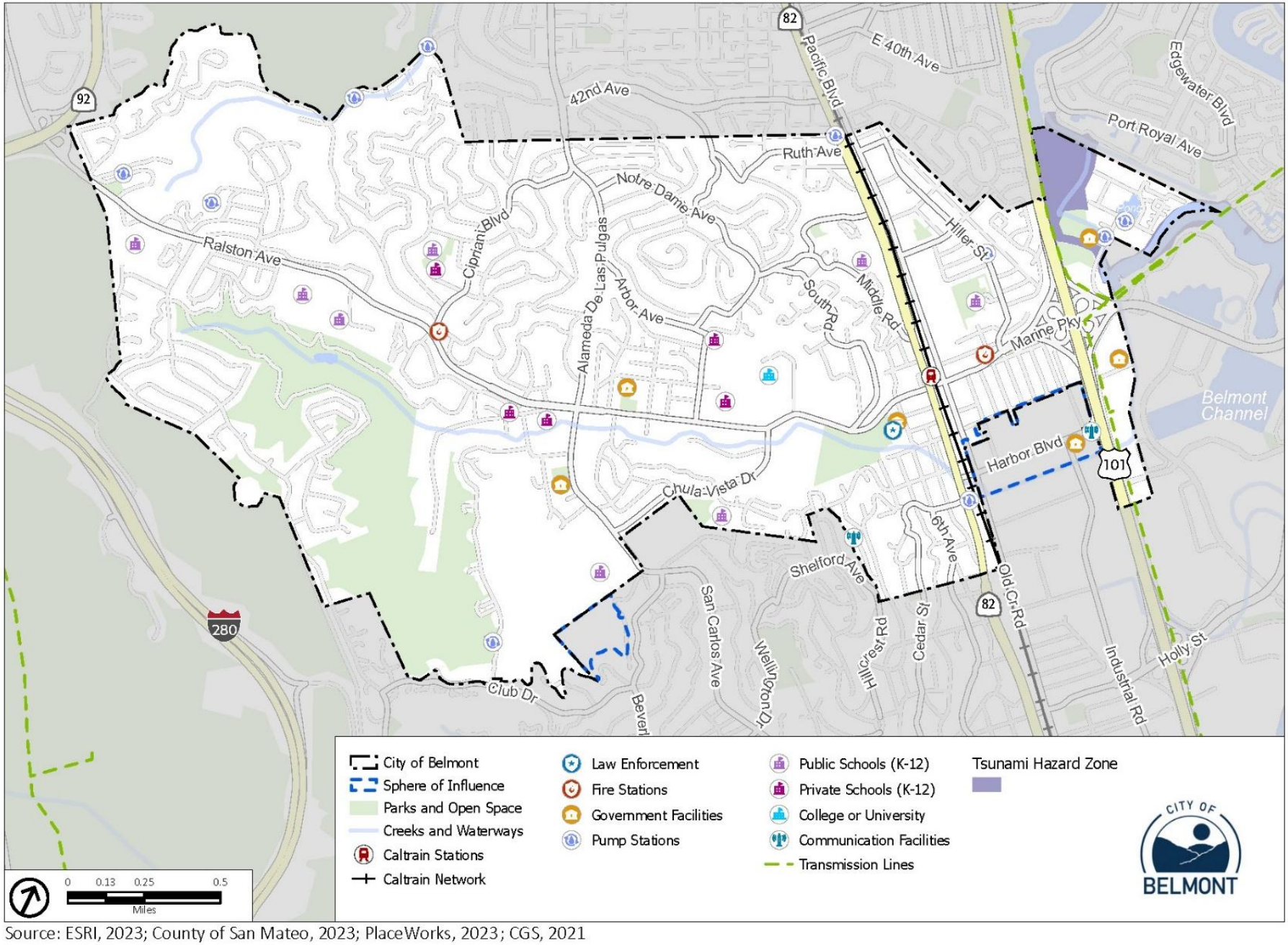
Source: ESRI, 2023; County of San Mateo, 2023; PlaceWorks, 2023; USGS, 2020
*Sphere of Influence is being considered for future annexation.

Figure 6-2 Liquefaction Susceptibility~~3~~



Source: ESRI, 2023; County of San Mateo, 2023; PlaceWorks, 2023; CGS, 2021
*Sphere of Influence is being considered for future annexation.

Figure 6-3 Tsunami Hazard Zone



Source: ESRI, 2023; County of San Mateo, 2023; PlaceWorks, 2023; CGS, 2021
*Sphere of Influence is being considered for future annexation.

6.3 GEOLOGIC HAZARDS

LANDSLIDES

A landslide, defined as the movement of rock, soil, or debris down a slope, is often triggered by natural events such as heavy rainfall. Landslides commonly occur during or after intense rainfall, particularly in areas previously affected by wildfires where vegetation loss destabilizes slopes. Landslides can travel significant distances, accumulating debris and amplifying their destructive impact as they move downslope. These hazards can cascade, with post-wildfire debris flows blocking rivers or damaging infrastructure, which in turn can trigger flooding, isolate communities, and compound disaster recovery challenges.

As shown in Figure-6-4, *Landslide Susceptibility*, western Belmont, especially in the Western Hills neighborhood and specified locations identified in the San Juan Hills Area Plan, are in high landslide risk areas and most susceptible to landslide hazards. Additionally, there is a large landslide-prone area in the Sunnyslope neighborhood. These high-risk areas have a history of landslide movements, making them susceptible to future events due to underlying geological conditions such as weak soil, fractured rock, or steep slopes. Areas without a history of sliding can also be at risk, even without the aforementioned triggers. Moderately susceptible landslide regions include areas adjacent to the Western Hills neighborhood and Waterdog Lake. Low-risk areas are generally east of El Camino Real.

Although infrequent, localized or minor~~small~~ landslides in Belmont generally occur in the residential hills. Landslides pose the greatest geologic hazards to these hillsides. Despite varying levels of risk, the overall annual probability of landslides in the city remains high due to recurring conditions that contribute to slope instability.

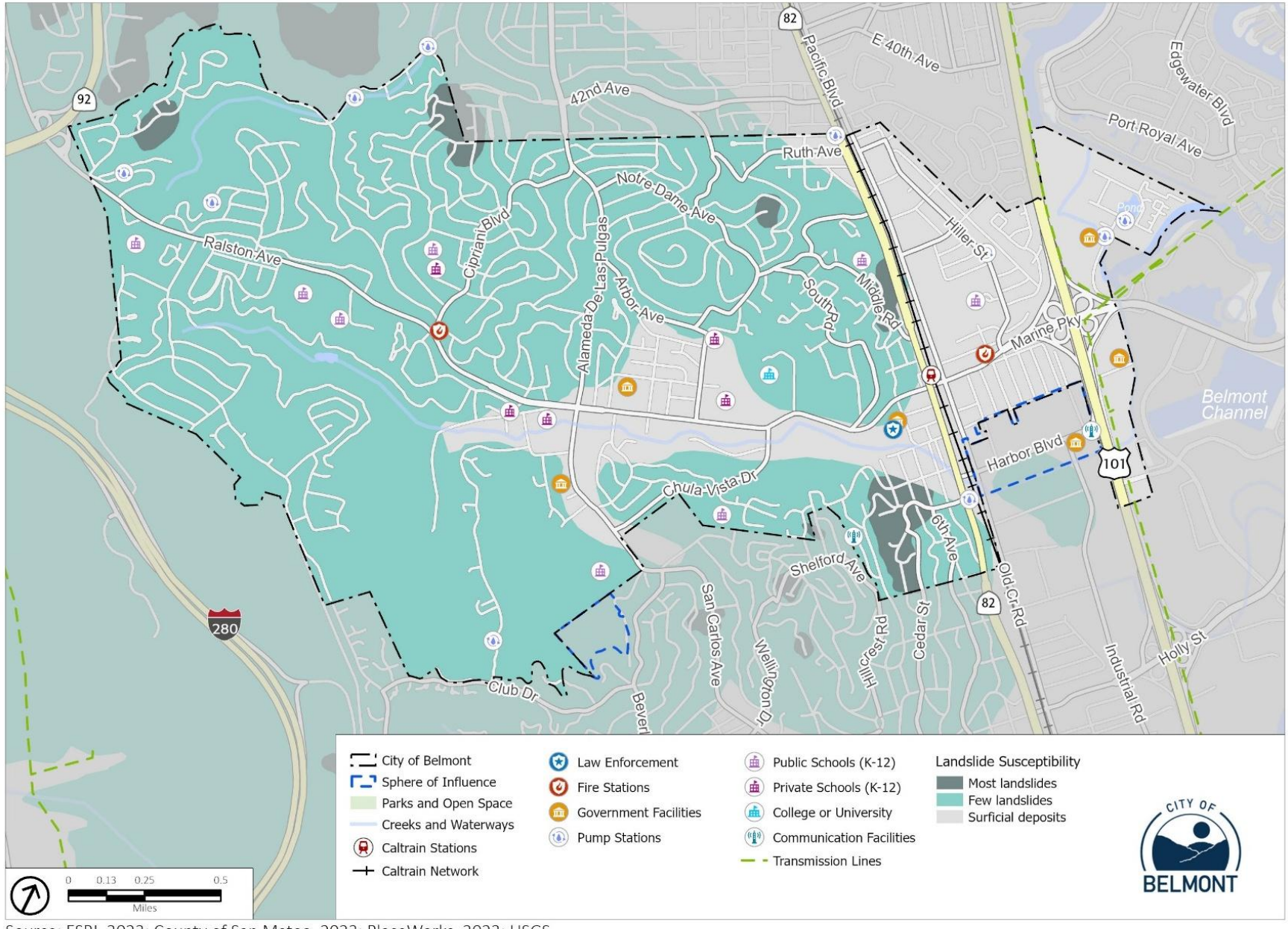
Chapter 9 of the City's Municipal Code contains requirements pertaining to excavation, grading, filling, and clearing. It establishes requirements for grading permits, procedures for issuing grading permits, specifies minimum standards for grading and removal of vegetation, including protected trees, and provides for the enforcement of grading requirements.

EROSION

Belmont is susceptible to hazards related to erosion, or the geological process in which earthen materials are worn away and transported by natural forces, such as water or wind, causing the soil to deteriorate. Eroded topsoil can be transported into streams and other waterways. Water erosion is the removal of soil by water and transportation of the eroded materials away from the point of removal. The severity of water erosion is influenced by slope, soil type, the soil's water storage capacity, nature of the underlying rock, vegetation cover, and rainfall intensity and period. The impact of soil erosion on water quality becomes significant, particularly as soil surface runoff. Highly erosive soil can damage roads, bridges, buildings, and other structures. Erosion changes the geologic integrity of soil, and may also contribute to increased landslides and higher risk of post-earthquake damage and liquefaction.

Belmont Creek and other lowland areas of East Belmont have potential liquefaction hazards.

Figure-6-4 Landslide Susceptibility



Source: ESRI, 2023; County of San Mateo, 2023; PlaceWorks, 2023; USGS
*Sphere of Influence is being considered for future annexation.

6.4 FLOODING HAZARDS

INLAND FLOODING

Flooding occurs when water surpasses the capacity of local water bodies to contain it, creeks and rivers to carry it, or soil to absorb it~~,~~. This is a significant concern for Belmont~~,~~ as floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide, significantly threatening the health and life of community members and causing substantial damage to structures, landscapes, and utilities serving the city. Standing water can weaken structural foundations, damage electrical and communication systems, and create breeding grounds for vector-borne illnesses. Flooding also accelerates soil erosion, reduces water quality, and leads to the loss of important environmental resources, making ecosystems more vulnerable. It can also lead to long-term public health problems if mold and mildew grow in buildings, displace communities if homes are destroyed or become uninhabitable, and increase economic burdens, such as increased home insurance costs.

Flood hazard areas, also called floodplains, are the areas that become inundated by a flood. These areas are usually adjacent to rivers, creeks, or lakes, or along the Bay. Floodplains are officially mapped by FEMA, using maps called Digital Flood Insurance Rate Maps. The two main floodplains of concern are the 100- and 500-year floodplain. The 100-year floodplain is the area that has a 1 percent (1 in 100) chance of being flooded in any given year, based on historic data, and is also known as a base flood. The 500-year floodplain is the area that has a 0.2 percent (1 in 500) chance of being flooded in any given year.

As sea levels rise, groundwater tables rise, and extreme storms become more frequent and intense, it will become more important to consider combined flood impacts of coastal flooding, stormwater flooding, and riverine flooding. Compound flooding occurs when two or more extreme hazards occur simultaneously or successively, amplifying the flooding and increasing the geographic area and depth of flooding (Grade et al., 2023). Compound flooding can also occur when two or more hazards co-occur that are not themselves extreme, but they result in extreme flooding when combined.

In low-lying coastal areas, compound flood events are commonly due to the joint occurrence of heavy precipitation, high river flows, elevated groundwater levels, soil saturation, and elevated coastal water levels (Feng et al., 2022; Magnan et al., 2022; May et al., 2023; Xu et al., 2023). San Mateo County includes low-lying coastal areas on both coasts. The low-lying areas along the Bay shoreline are highly urbanized, and adaptation planning should consider both existing and future compound flooding to avoid inadvertently making one flood hazard worse while addressing other flood hazards. Currently, planning and design practices tend to look at the vulnerability and risks of one hazard at a time, failing to account for concurrent or successive events.

Figure 18 illustrates the conceptual area at greatest risk of compound flooding comprised of both coastal and precipitation-based flood hazards. The flood risks in the "coastal transition zone" will be underestimated in the absence of a combined flood analysis. Although the County has a reasonable approximation of current and future coastal flood hazards through the recent Federal Emergency Management Agency (FEMA) FIRM updates (FEMA 2019), the USGS CoSMoS modeling and mapping (Barnard et al., 2021), the Adapting to Rising Tides modeling and mapping (Vandever et al., 2017), and two future condition shallow groundwater analysis and mapping efforts (Befus et al., 2020; May et al., 2022), there is limited modeling and mapping of riverine and stormwater flood hazards available.

Several areas in Belmont fall within the current 100-year FEMA floodplain, as shown in Figure 6-5, *Flood Hazard Zones*. In southwestern Belmont, a 100-year flood zone is near Waterdog Lake and generally runs the length of Belmont Creek down to El Camino Real. East of US Highway 101, 100-year flood zone areas include the O'Neill Slough and marshland and parcels with offices and

residential development. The lower sections of Belmont Creek have experienced multiple flooding events during extreme winter storms and high tides. As a result, the City has partnered with stakeholders and agencies in the region to develop and implement a long-term approach to address creek maintenance and improvements.

On occasion, Belmont has experienced significant flooding. On December 31, 2021, an atmospheric river impacted the San Francisco Bay Area, resulting in significant rainfall across many Bay Area communities, including Belmont. Although not technically part of Belmont but within Belmont's sphere of influence, mobile homes in the Harbor Industrial Area, have experienced extensive flooding in recent years.

Floods are also among the most damaging natural hazards in Belmont, and climate change is expected to ~~make~~worsen flood events ~~worse~~ due to fewer yet more intense precipitation events~~,~~ in the form of atmospheric rivers~~.~~[i] , as well as increase the frequency and severity of droughts that cause soil to dry out and harden. For example, what is currently a 200-year storm, or one that has a 1 in 200 chance of occurring each year, could by 2100 increase in frequency by 40 to 50 years (to a 1 in 150/160 chance each year).[ii] This means that the 100-year and 500-year floodplains may expand, and the ~~current~~ floodplains mapped under current (existing conditions) hydrology may function more like 40- to 50-year floodplains in the near future. After drought conditions, when rainfall does return, more water will run~~s~~ off the surface of the hardened soil than is absorbed into the ground, which can increase flooding downstream.

DAM FAILURE

A dam failure is an uncontrolled release of reservoir water caused by damage or destruction to the dam or associated infrastructure. Water pipeline or aqueduct failures can create a similar sudden flood. These events can be the result of heavy rains that overwhelm the infrastructure, erosion or landslides, or other structural deficiencies, usually associated with intense rainfall or prolonged flooding. Dam and pipeline failures can range from minor to catastrophic and can potentially harm human life and property downstream from the failure. In addition, ecosystems and habitats can be destroyed by fast-moving floodwaters, debris, and sedimentation from inundation. Although dam and pipeline failures are very rare, these events are not unprecedented.

The County has identified the Upper Crystal Springs Reservoir and Notre Dame Dam as posing a potential dam failure hazard to the City of Belmont. Figure 6-6, *Dam Inundation*, illustrates areas in the city that would be affected by inundation if these dams failed.

Notre Dame Dam, built on Belmont Creek in the western hills of Belmont, creates the reservoir known as Waterdog Lake. While the land is not owned by the City, the entire property, including the earthen dam, is leased and maintained by the City of Belmont under a 99-year lease. The City has been working with the Division of Safety of Dams to adopt the Notre Dame Dam Emergency Action Plan to reduce the risk of loss of human life or injury and to minimize property damage in the event of a dam safety emergency or flooding. While this project does not have a stated deadline for completion, the City continues to work with the State to reach an approval of the Plan.

Flooding and Stormwater Management

In Belmont, the first line of defense against flooding is the network of local and regional creeks and stormwater conveyance systems, shoreline protection, and roads. Storm drains, culverts, and roadside gutters collect and convey runoff to creeks, channels, and the San Francisco Bay, while streets themselves often serve as secondary flow paths during high-intensity storms. Along the bay and ocean coasts, levees, seawalls, revetments, and tide gates—together with nature-based features such as wetlands, beaches, and dunes—help buffer communities from coastal flooding and erosion. This interconnected infrastructure is critical for protecting communities but is increasingly stressed by climate-driven extremes, including severe storms and

cascading hazards such as post-wildfire debris flows.

OneShoreline plays a crucial role in increasing the flood resilience of the county and its residents. OneShoreline works with local governments, community organizations, and stakeholders to plan and implement cross-jurisdictional flood resilience projects that protect communities from storms and sea level rise, restore ecosystems, enhance flood alerts, and improve public access and connectivity through expanded and accessible Bay Trail networks. OneShoreline is collaborating with multiple jurisdictions to advance the planning and design of resilience projects, acquire grant funding sources, and coordinate projects across jurisdictional boundaries.

The City of Belmont implements Municipal Regional Permit requirements set by the Regional Water Board and best-practice stormwater management measures. These efforts to reduce stormwater runoff and associated water pollution impacts also help to reduce the flooding risk in Belmont. Other agencies also play a role in lowering local flood risks, including the Federal Insurance Administration, and the California Department of Water Resources (DWR).

~~The~~ In partnership with local governments, and when federally authorized, the Unites States Army Corps of Engineers (USACE) identifies the need for and constructs major flood-control facilities. It also develops flood- and dam-inundation maps and reports.

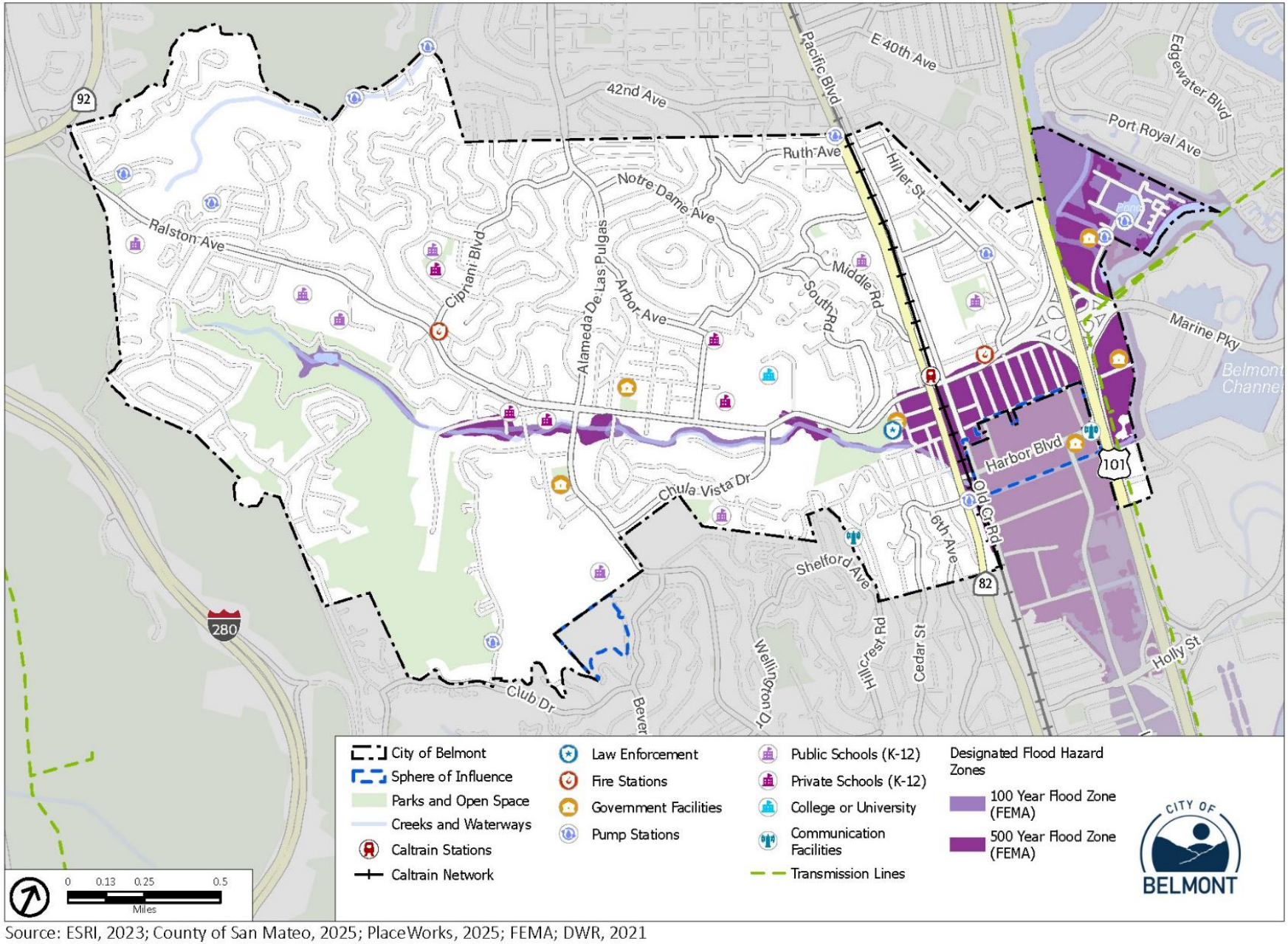
FEMA manages the National Flood Insurance Program, providing insurance to the public in communities that participate in the program. FEMA is the main federal government agency contact during natural disasters and publishes the Digital Flood Insurance Rate Maps, which identify the extent of flood potential in flood-prone communities based on a 100-year flood (or base flood) event.

Chapter 7, Article IX, Floodplain Management Regulations of the City's Municipal Code, establishes regulations applied uniformly throughout the community to all publicly and privately owned land within flood-prone, mudslide (i.e., mudflow), or flood-related erosion areas. For more information on the sewage and stormwater system see Chapter *5: Conservation Element.*

Belmont Creek Detention and Creek Restoration Project

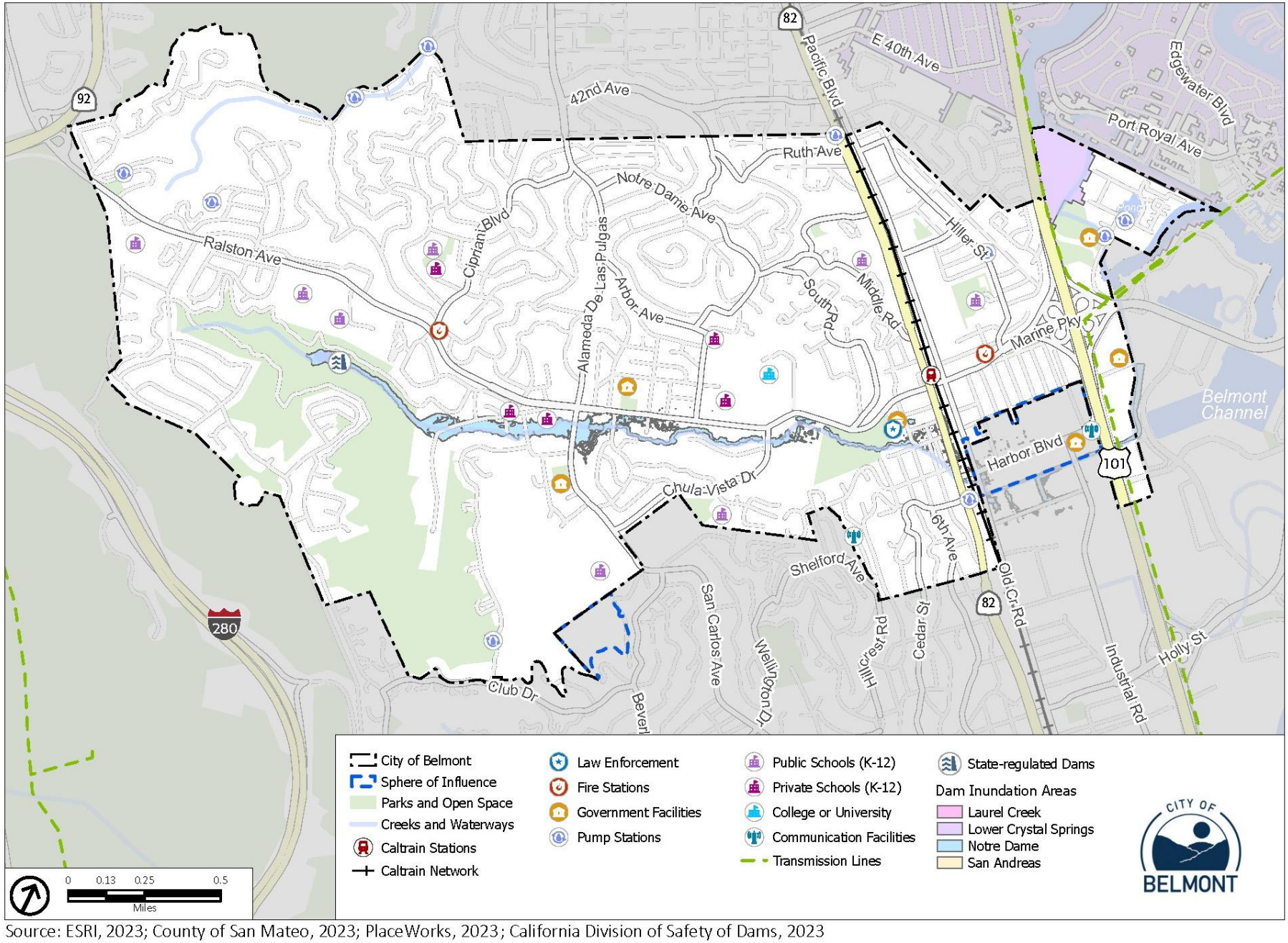
Belmont Creek, which originates in Belmont before draining into the San Francisco Bay via the Belmont Slough, has historically been prone to downstream flooding during rain events due in part to high flows and erosion from upstream. In collaboration with OneShoreline, the County of San Mateo, and the City of San Carlos, the Twin Pines Park Belmont Creek Restoration Project and Belmont Creek Detention Basin Project were established to address the degraded creek and capture stormwater during peak wet-weather events. The Creek Restoration Project was completed in Summer 2025, transforming over 500 feet of the creek with natural stabilization and restoration methods while improving safety, creek access, and the beauty of Twin Pines Park. The Detention Basin Project aims to capture stormwater from Belmont Creek in Twin Pines Park to reduce downstream peak flows during rain events. Design of the project is complete, and staff are working to identify grant and revenue sources to help fund the construction of the project.

Figure 6-5 Flood Hazard Zones



Source: ESRI, 2023; County of San Mateo, 2025; PlaceWorks, 2025; FEMA; DWR, 2021
*Sphere of Influence is being considered for future annexation.

Figure 6-6 Dam Inundation



Source: ESRI, 2023; County of San Mateo, 2023; PlaceWorks, 2023; California Division of Safety of Dams, 2023
*Sphere of Influence is being considered for future annexation.

Most of the hazardous materials sites in Belmont are Leaking Underground Storage Tanks (LUSTs).

~~**Belmont Creek Detention and Creek Restoration Project**~~**King Tide**

A king tide is an exceptionally high tide, which usually happens a few times a year. They occur when the gravity of the Sun and Moon are both aligned, and at times when the Sun and Moon are closest to Earth~~Belmont Creek, which originates in~~

SEA LEVEL RISE AND~~&~~ EMERGENT GROUNDWATER

SEA LEVEL RISE

Sea level rise is an increase in the ocean's surface height relative to the land. As global temperatures rise, glaciers and other polar ice melt, causing sea levels to rise. High average temperatures can also cause ocean water to expand, causing further rises in sea level. According to the 2024 California Ocean Protection Council's State of California Sea Level Rise Guidance, sea levels in Belmont are projected to increase by as much as 0.4 feet (5 inches) by 2030, 1.3 feet (16 inches) by 2050, and 6.5 feet (78 inches) by 2100. However, sea levels could also rise faster than these projections with storm surge~~,~~ and King Tide events adding an additional 24 to 36 inches of temporary flooding that would move farther inland.[iii] Buildings and infrastructure in Belmont that are near the shoreline~~,~~ are already vulnerable to damage from ~~shoreline~~ coastal ~~flooding~~and compound flooding.~~, which will increase as the sea levels rise and m ove farther inland.~~ As sea levels rise, these low-lying areas will face more frequent and prolonged inundation, with some eventually becoming permanently flooded.

~~As shown in~~ Figure 6-7, *Sea Level Rise*, illustrates modeled inundation extents for Belmont under several sea level rise scenarios projected through 2100, each shown as a progressively darker shade of blue. The lightest shade represents current sea levels with a 100-year storm surge (0 feet + 100-year storm), while the darkest shade represents the most severe scenario of 6.6 feet of sea level rise combined with a 100-year storm event. Under the intermediate scenarios (0.8 feet, 3.3 feet, and 3.3 feet + 100-year storm), inundation is largely limited to areas immediately adjacent to the Belmont Channel and the Bay shoreline east of US Highway 101. Under the highest scenario, by 2100, permanent sea levels are projected to~~by 2100, sea levels will~~ rise to over six feet and will cause temporary or permanent inundation risks in all areas of the city east of Highway 101, as well as some residential areas west of Highway 101.

EMERGENT GROUNDWATER

Emergent groundwater is a consequence of sea level rise. It occurs when freshwater in the ground is pushed upward by denser salt water that travels farther inland, causing temporary or permanent inundation.[iv] Higher groundwater levels, even if the water does not emerge to the surface, can infiltrate storm drains, destabilize pipes, spread soil or groundwater contamination, undermine building foundations, corrode infrastructure not designed for saline groundwater, and increase liquefaction hazards.[v] Emergent groundwater is expected to rise at the same rate as sea levels.[vi]

As shown in Figure ~~6-87~~, ~~*Sea Level Rise*~~*Emergent Groundwater*, by 2100, emergent groundwater is expected to impact land east of Highway 101, including Belmont Sports Park, as well as some residential areas west of Highway 101. Two potentially contaminated sites, a groundwater threat site and a solid waste site, within the existing city limits would be inundated in this scenario.

As sea levels rise and emergent groundwater increases, the number of individuals and properties at risk will increase, which will in turn lead to a higher likelihood of flood damage and other adverse consequences for both coastal and inland areas~~ (see~~. Figure 6-8, *Emergent Groundwater – 6.6 feet of sea level rise*, maps the extent of groundwater surface flooding and groundwater depth below surface under a 6.6-foot sea level rise scenario. Areas shown with a blue chevron pattern indicate locations where groundwater is projected to reach the surface, which largely overlaps with the area that is expected to be permanently flooded as a result of sea level rise, as shown in Figure 6-7. The lighter blue shading in Figure 6-8 indicates areas where groundwater depths are expected to rise, bringing the water table to ~~of~~ 3.3 to 6.6 feet below grade, and darker blue shading indicates where groundwater is projected to rise to very shallow depths of 0 to 3.3 feet below grade. Rising sea levels and emergent groundwater, in combination with stormwater from inland sources, may cause more severe flooding near creeks and at the outlets of drainage systems.

SEA LEVEL RISE MANAGEMENT AND RISK MITIGATION

A number of agencies in San Mateo County and within the greater Bay Area participate in the process of planning for and managing sea level rise, including the Bay Conservation and Development Commission, the San Mateo County Sustainability Department, OneShoreline, and the San Mateo County Resource Conservation District.

OneShoreline provides expertise in the complex process of designing and building for sea level rise, working with cities in San Mateo County and developers to build resilience through planning and coordinating multi-jurisdictional flood mitigation projects. OneShoreline's County of San Mateo Sea Level Rise Vulnerability Assessment provides an overview of what is at risk from current and future flooding and erosion in the county.

REQUIREMENTS FOR SHORELINE RESILIENCE PLANS

In 2023, the California State Legislature passed Senate Bill 272 (Laird), *Sea Level Rise: Planning and Adaptation*, to promote coordinated, standardized planning for sea level rise across the state. The bill requires local governments along the Pacific Coast and San Francisco Bay shoreline to develop subregional shoreline resiliency plans by January 1, 2034. For Bay Area jurisdictions, these plans must be incorporated into a San Francisco Bay shoreline resiliency plan approved by the Bay Conservation and Development Commission. For Pacific Coast communities, the plans must be part of a Local Coastal Program approved by the California Coastal Commission (CCC). Jurisdictions with approved plans will be prioritized for state funding to implement adaptation strategies and projects. SB 272 also directs Bay Conservation and Development Commission and the CCC, in coordination with the Ocean Protection Council and others, to publish planning guidelines to support local governments. CCC adopted its guidelines in November 2024. The Bay Conservation and Development Commission adopted the Regional Shoreline Adaptation Plan in December 2024.

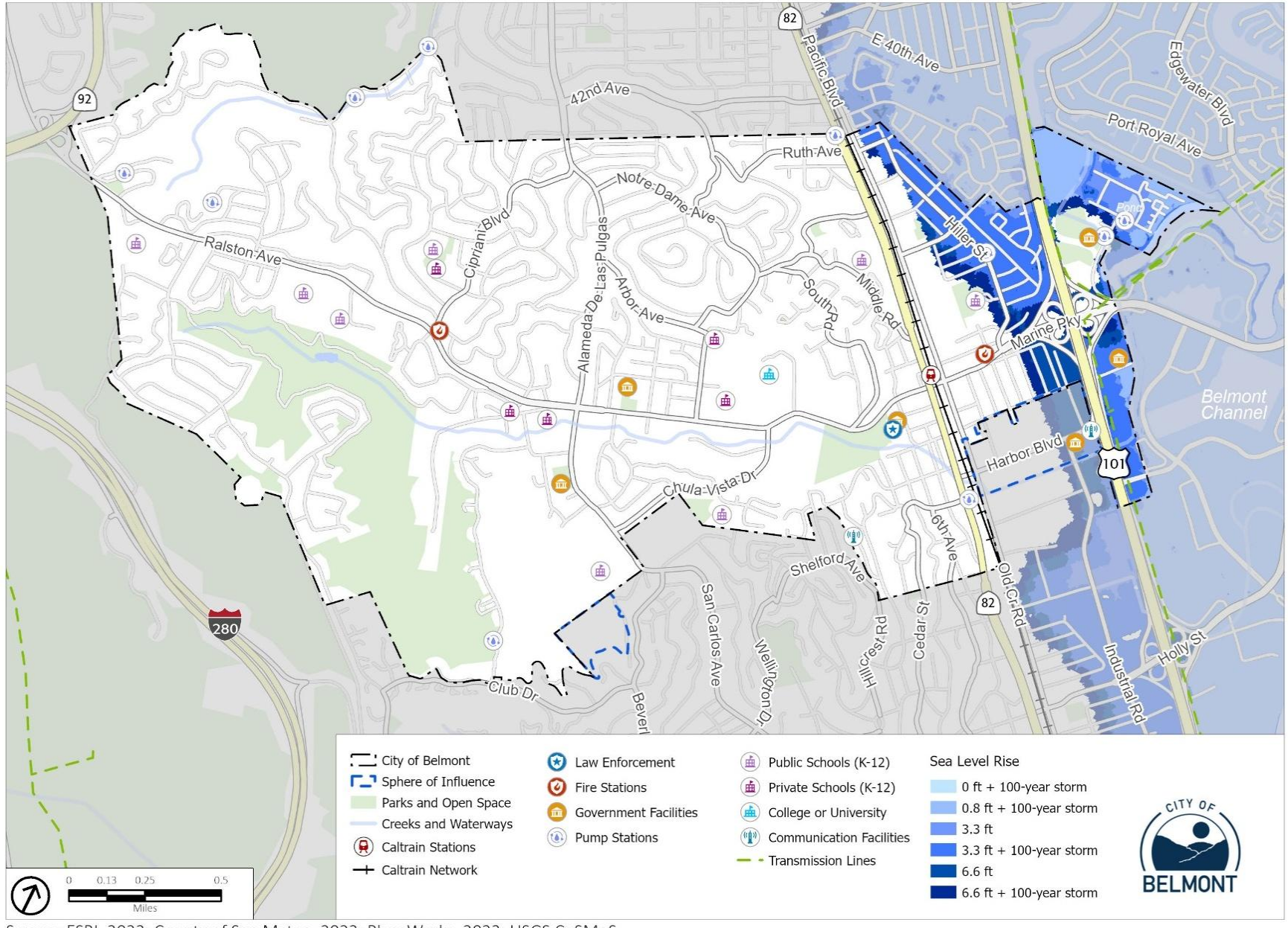
SEA LEVEL RISE PLANNING

To prepare for sea level rise, the City of Belmont has joined the San Mateo County Southern Bayside Cities Shoreline Resilience Plan. This multijurisdictional effort involves the Cities of Belmont, East Palo Alto, Menlo Park, Redwood City, and San Carlos, and will be led by OneShoreline. The plan will align with the guidelines required by the Bay Conservation and Development Commission's Regional Shoreline Adaptation Plan. The plan will update existing conditions and vulnerability analyses, identify priority action areas, and

develop coordinated adaptation strategies. Core benefits will include regionally aligned flood risk reduction, funding readiness, equity-centered planning, and prioritization of nature-based solutions. The project is expected to begin in June 2026 and is expected to be completed in three years.

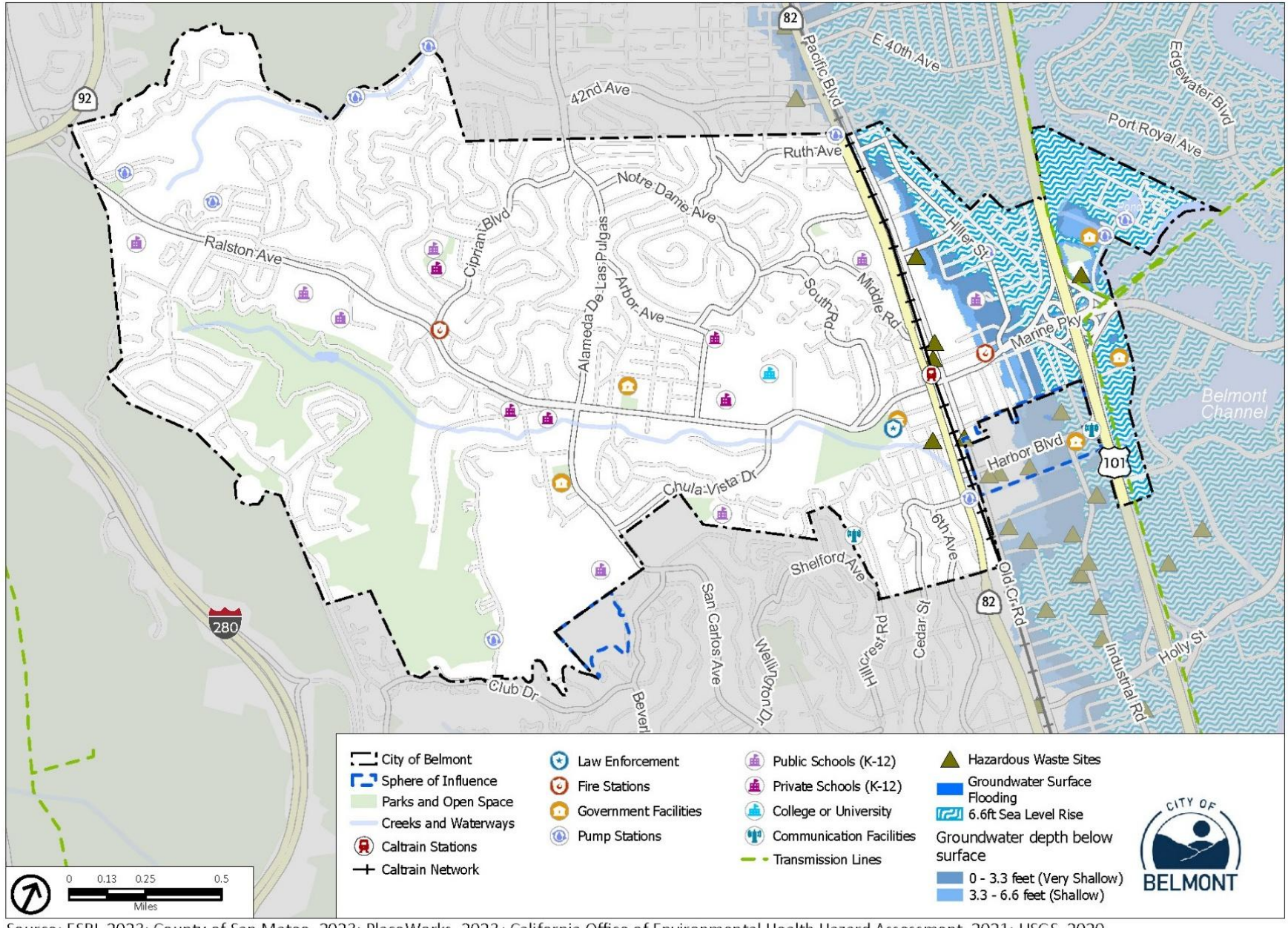
The City of Belmont has also joined the Redwood Shores Sea Level Rise Protection Project, a multi-jurisdictional shoreline resilience and flood protection effort led by the City of Redwood City. This is a joint effort between of the Cities of Belmont, Redwood City, and San Carlos, along with San Mateo County and SamTrans. OneShoreline will provide advisory support. The project is being developed to address existing and future tidal flooding risks within Redwood City identified by FEMA and regional sea level rise guidance by upgrading and adapting the Redwood Shores levee system between Belmont Creek and Pulgas Creek. Belmont's potential collaboration in the Redwood Shores Sea Level Rise Protection Project will be to evaluate the need and effectiveness of a potential Belmont Creek Levee, and to evaluate whether levee protection measures in the Island Park neighborhood located along the Belmont Slough and the San Francisco Bay, should be considered as a potential component of the broader regional project. As of March 2026, this project is currently in the preliminary planning, outreach and alternatives evaluation stage.

Figure 6-7 Sea Level Rise



Source: ESRI, 2023; County of San Mateo, 2023; PlaceWorks, 2023; USGS CoSMoS
*Sphere of Influence is being considered for future annexation.

Figure 6-8 Emergent Groundwater (6.6 Ffeet of Ssea Llevel Rrise)



Source: ESRI, 2023; County of San Mateo, 2023; PlaceWorks, 2023; California Office of Environmental Health Hazard Assessment, 2021; USGS, 2020
*Sphere of Influence is being considered for future annexation.

6.5 SEVERE WEATHER

Severe weather is generally any destructive weather event, but it usually occurs in San Mateo County as localized storms that bring heavy rain, hail, thunderstorms, and strong winds. Severe weather is typically caused by intense storm systems, ~~al~~though some types of severe weather, especially strong winds and thick fog, can occur without a storm. The most common severe weather events that have historically impacted San Mateo County are heavy rains (usually a result of atmospheric rivers), thunderstorms, and windstorms. Utilities may temporarily turn off power to specific areas when conditions such as high winds, dry material, and low humidity can significantly increase wildlife risk. Turning off power, known as a public safety power shutoff event, helps to reduce the risk of fires caused by electrical infrastructure.

ATMOSPHERIC RIVERS

Most of California, including San Mateo County, has a Mediterranean climate, with about 75 percent of its rainfall occurring between November and March, and virtually none in the summer. Much of the rain that does fall in the state is the result of atmospheric rivers, which are long, narrow regions in the atmosphere that transport water vapor from the tropics. When the atmospheric rivers make landfall, they release this water vapor in the form of precipitation, often causing heavy rain. Atmospheric rivers can be particularly dangerous when they occur at the same time as other storms known as an extratropical cyclone. The heavy rainfall that affected Belmont and much of the rest of California in October 2021 was the result of both events occurring simultaneously.

Atmospheric rivers and similar heavy rainfall events can lead to flooding and mudslides. These in turn can cause significant injuries, disrupt travel, and damage property, although they also play a critical role in replenishing California's water supply. Most recently~~,~~ in the winters of 2021/2022 and 2022/2023, strong atmospheric rivers passed over the San Francisco Bay Area and caused significant flooding throughout San Mateo County.

FOG

Fog forms when air close to the ground can no longer hold all the moisture it contains, causing the excess moisture to condense as a low cloud. This occurs either when air is cooled to its dew point or the amount of moisture in the air increases. Heavy fog is particularly hazardous because it can restrict surface visibility. Severe fog incidents can close roads, cause vehicle accidents and airport delays, and impair the effectiveness of emergency response. Cool marine air and fog are common in the Bay Area in the summer.

THUNDERSTORMS

A thunderstorm is a rain event that includes thunder and lightning. According to the National Oceanic and Atmospheric Administration's (NOAA's) National Severe Storms Laboratory, a thunderstorm is classified as "severe" when it contains hail with a diameter of one inch or greater, wind gusts exceeding 57.5 miles per hour (mph), or tornado(s). Lightning can cause forest and brush fires and deaths and injuries to livestock and other animals. According to the National Lightning Safety Institute, lightning causes more than 26,000 fires in the United States each year. "Lightning sieges" are extreme lightning events in which lightning strikes multiple points at once. In August 2020, an estimated 12,000 lightning strikes caused a set of fires known as the CZU Lightning Complex in San Mateo and Santa Cruz Counties.

WINDSTORMS

Windstorms are generally short-term events involving winds or gusts of over 50 to 60 ~~miles per hour (~~mph~~)~~ that are strong enough to cause property damage. Wind speeds can reach up to 100 mph and produce a damage path extending for hundreds of miles.

Windstorms can cause significant property damage, threaten public safety, and have adverse economic impacts from business closures and power loss. Falling trees and branches can damage buildings, power lines,

and other property and infrastructure. During wet winters, saturated soil causes trees to become less stable and more vulnerable to uprooting from high winds. Utility lines brought down by summer thunderstorms have also been known to cause fires, which start in dry roadside vegetation. Downed trees and power lines, and damaged property also can be major hindrances to emergency response and disaster recovery. Emergency response operations can be complicated when roads are blocked or when power supplies are interrupted. Industry and commerce can suffer losses from interruptions in electric service and from extended road closures.

PUBLIC SAFETY POWER SHUTOFFS

Electricity utilities throughout California, including the Pacific Gas and Electric Company (PG&E), have begun to occasionally "de-energize," or turn off the electricity for power lines that run through areas where there is an elevated fire risk. This is intended to reduce the risk of power lines sparking or being damaged and starting a wildfire. These ~~events~~ are known as PSPS events and they may occur at any time of the year, usually during high wind events and in dry conditions. PSPS events may be limited to specific communities, or they may affect broad swaths of the state. Given the long, connected nature of power supply systems, a shutoff event targeted at a small at-risk area can affect a larger area outside the risk zone. The duration of a shutoff is related to the severe weather that triggers it. However, a shutoff typically ends within 24 hours after the severe weather has passed. PSPS events can impact emergency management activities. A loss of power can make it more difficult for homes or businesses to receive emergency notifications. Traffic lights and other traffic-control systems may not work, which can complicate any evacuation needs and may hinder emergency response. Although critical public health and safety facilities often have backup generators, the loss of power may also disable other key infrastructure systems. These outages are relatively rare in Belmont, happening an average of once every five years, and lasting an average of around 35 to 42 hours.[vii]

6.6 EXTREME HEAT

Extreme heat days are defined as days where temperatures exceed 98 percent of historical highs, which in Belmont is a day with high temperatures above 91.6 degrees Fahrenheit. Extended periods of extreme heat, known as heat waves, threaten community safety, drive up energy costs, and exacerbate the risks of wildfire and water shortages. Climate change is expected to increase extreme heat days in the city from a historic annual average of 4 days per year to up to 11 days per year by midcentury (2035 to 2064) and 21 days per year by late century (2070 to 2099).[viii] When the daily minimum temperatures remain significantly above normal, warm nights can worsen an extreme heat day because overnight temperatures don't get low enough to provide the community with any relief from high temperatures. A warm night is when temperatures remain above 58.5 degrees in Belmont, and they are projected to increase from a historic 6 nights per year to as many as 43 nights per year by midcentury and 109 nights per year by late century.[ix]

The rising frequency and intensity of extreme heat events pose significant public health concerns, especially in Belmont, which has historically experienced milder temperatures and is home to residents without access to climate-controlled environments. Older residents, children, pregnant people, people with chronic illnesses, outdoor workers, households without air conditioning, and people experiencing homelessness are most vulnerable to the impacts of extreme heat. Warmer temperatures and the urban heat island effect can exacerbate extreme heat impacts in densely populated areas, especially those that have limited tree canopy. Figure -6-9, *Heat Severity Index,* shows the areas of Belmont that may experience higher temperatures on extreme heat days due to limited shade cover and presence of heat-absorbing materials. Areas most at risk include Downtown Belmont and areas along El Camino Real, neighborhoods along Ralston Avenue, and Belmont Heights. These zones are based on relative temperatures in Belmont as measured by satellite. Areas in white have a temperature that is at or below the average

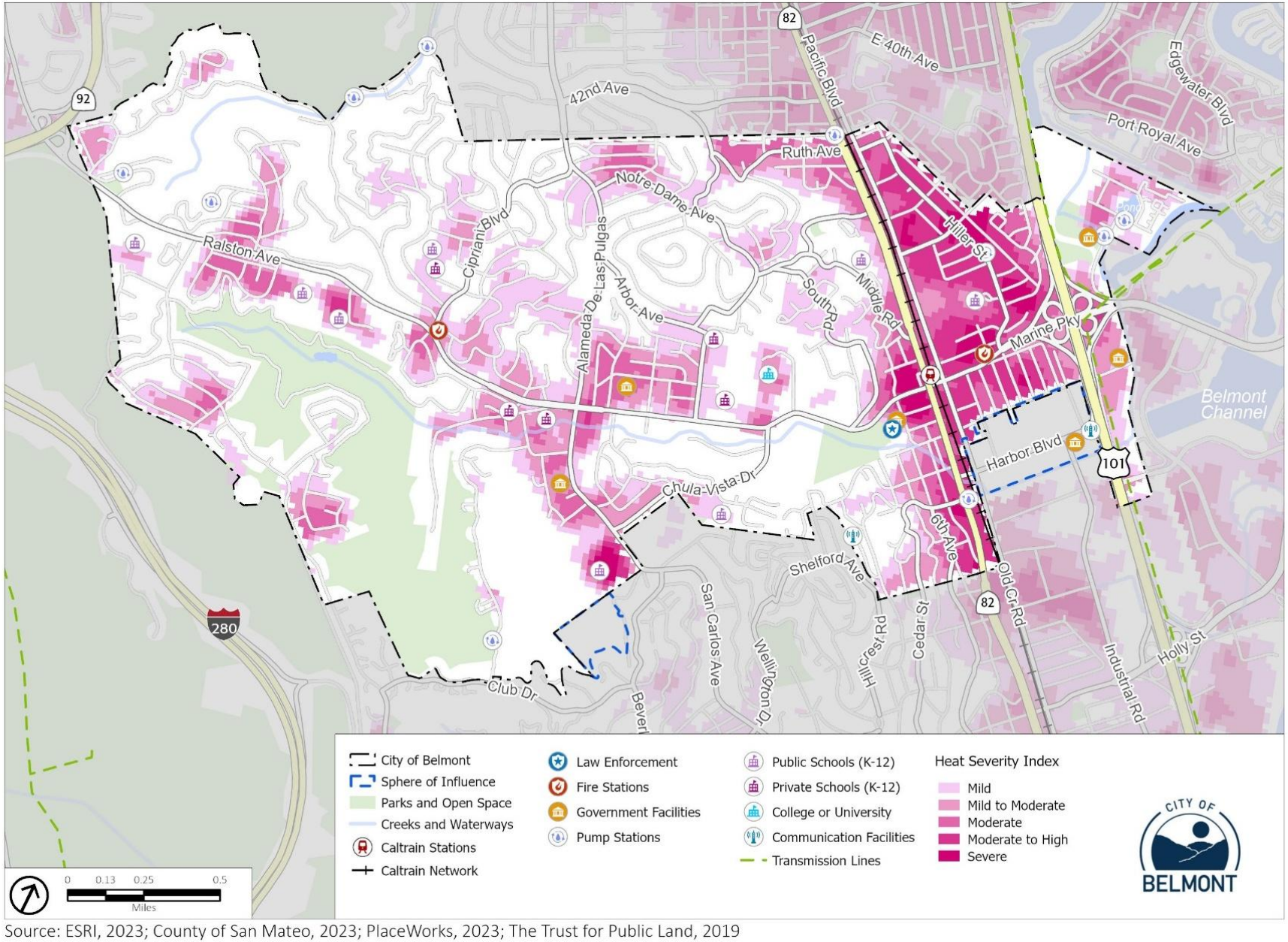
temperature in Belmont. Pink areas indicate areas above the average high temperature, which corresponds to areas of greater extreme heat risk. Light pink areas (labeled “mild” in the map legend) have a temperature slightly above Belmont’s average, while the dark pink areas (labeled “severe” in the map legend) have heat levels significantly above Belmont’s average.

CalHeatScore

In 2024, the California Environmental Protection Agency released the California Communities Extreme Heat Scoring System (CalHeatScore), a public health tool to help Californians stay informed, prepared, and safe when temperatures increase. CalHeatScore is a web mapping tool that uses a heat-health ranking system to provide awareness to local and regional extreme heat events in California. CalHeatScore translates weather information into easy-to-understand heat scores, ranging from 0 to 4 to indicate increasing levels of human health risk from extreme heat impacts. Because California has differing climates across the state and even within counties, risk from extreme heat is calculated at each zip code. The tool also maps cooling centers and provides demographic information for each zip code. The tool can be used by local governments, community groups, and individuals to know when extreme heat events are coming and how to prepare.

Even slight increases in temperature can overwhelm a community's adaptive capacity, straining public health systems and infrastructure. This leads to higher risks of dehydration, heat-related illnesses, and respiratory issues, disrupting daily life and economic activity.[x] Extreme heat stresses infrastructure, as higher demand for air conditioning can overload the power grid and cause outages, and very high heat can degrade transportation systems, leading to delays and damage. Rising temperatures also harm local ecosystems by increasing water temperatures in local lakes and streams, harming fish and plant species.

Figure 6-9 Heat Severity Index



Source: ESRI, 2023; County of San Mateo, 2023; PlaceWorks, 2023; The Trust for Public Land, 2019
*Sphere of Influence is being considered for future annexation.

~~6.5~~6.7 HUMAN HEALTH HAZARDS

Human health hazards are bacteria, viruses, parasites, and other organisms that can cause diseases and illness in people. These diseases can be and often are carried by animals such as mice and rats, ticks, and mosquitoes. Climate change impacts the habitat of disease-carrying animals. Warmer, wetter conditions allow for increased populations of mosquitoes and ticks, extending their geographic range and spreading diseases like West Nile virus, dengue fever, and Lyme disease. As temperatures rise and extreme weather events, such as heavy rainfall, become more frequent, these vectors can spread more broadly, transmitting diseases that threaten public health. Belmont, like the rest of the United States, was included in the March 2020 FEMA major disaster declaration for the COVID-19 coronavirus pandemic. San Mateo County also dealt with effects from the 1918 to 1920 flu pandemic~~,~~ and had active cases of the Zika virus between 2015 and 2016.

Heatwaves can also directly impact human health by causing heat-related illnesses and deaths, while worsening respiratory conditions due to increased air pollution. The combination of these factors suggests that human health hazards may become more pervasive and severe as climate change progresses, making proactive public health measures even more critical. The implications of these health hazards extend beyond individual well-being, placing strain on healthcare systems, increasing economic burdens, and affecting mental health.

San Mateo County Health provides health services, including vaccination clinics, disease testing, and emergency response support, to residents of San Mateo County, including Belmont. The San Mateo County Mosquito and Vector Control District is San Mateo County's community-based mosquito-~~–~~control program. This program uses several methods to help control the risk of disease in San Mateo County, including surveillance, prevention, and control of mosquito populations. The Health Alert Center for San Mateo County allows community members to view all alerts and emergencies put out by the County Health Department.

~~6.6~~6.8 HAZARDOUS MATERIALS

Hazardous materials are those that can cause serious harm to human and environmental health. ~~A material is considered hazardous if it appears on a list of hazardous materials prepared by a federal, State, or local agency, and/or if it has characteristics defined as hazardous by such an agency. The California Code of Regulation defines a hazardous material as a substance that, because of physical or chemical properties, quantity, concentration, or other characteristics, may either (1) cause an increase in mortality or an increase in serious, irreversible, or incapacitating, illness or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed.~~ Hazardous materials include a wide variety of substances commonly used in households and businesses. Motor oil, paint, solvents, lawn care and gardening products, household cleaners, gasoline, and refrigerants are among the diverse range of substances classified as hazardous materials.

> The California Code of Regulations defines a hazardous material as a substance that, because of physical or chemical properties, quantity, concentration, or other characteristics, may either (1) cause an increase in mortality or an increase in serious, irreversible, or incapacitating, illness, or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed.

Hazardous waste refers to hazardous materials that no longer have practical use, such as substances that have been discarded, discharged, spilled, contaminated, or are being stored prior to proper disposal. Nearly all businesses and residences generate some amount of hazardous waste. Certain businesses and industries, including gas stations, automotive service and repair shops, printers, dry cleaners, biotechnology companies, and

photo processors, generate larger amounts of such substances. Hospitals, clinics, and laboratories generate medical waste, much of which is also potentially hazardous.

HAZARDOUS MATERIALS SITES

A hazardous materials site is where hazardous materials or waste are actively used or stored or a site where hazardous materials were previously handled and the soil or groundwater is now contaminated. The former presents a risk if hazardous materials are mishandled. The latter presents a risk in the instance of flooding or emergent groundwater, which can release hazardous materials stored in the soil making them airborne or waterborne. A release or spill of hazardous materials could result in fire, explosion, toxic clouds, or direct contamination of water, people, and property. The effects may involve a local site or many square miles. The large-scale release of hazardous materials, in combination with events such as flooding or severe weather, can spread contaminants across a wide area and amplify the potential long-term impacts on human and ecological health. Health problems may be immediate, such as corrosive effects on skin and lungs, or gradual, such as the development of cancer from a carcinogen. Damage to property could range from immediate destruction by explosion to permanent contamination by a persistent hazardous material.

Several Sstate agencies monitor hazardous materials/waste facilities. Potential and known contamination sites are monitored and documented by the Regional Water Quality Control Board (RWQCB) and the California Department of Toxic Substances Control (DTSC). A review of the leaking underground storage tank (LUST) list produced by the RWQCB and the DTSC EnviroStor database indicates six toxic substance sites in Belmont, including one active site where cleanup or remediation of hazardous substances is currently underway or planned, but not yet completed (see Table 6-1, *Hazardous Materials Sites in the Planning Area*). Hazardous materials sites are primarily located in eastern Belmont, concentrated in the Belmont Village priority development area and the harbor industrial area. Most of the sites in Belmont are LUST sites. Many of these sites are automobile-related, such as gas stations or auto repair shops. Belmont also currently has sites undergoing remediation for contamination with hazardous materials. Some contaminated sites are on vacant parcels or properties with the potential to redevelop. Contamination does not render these sites unusable, but may require time and funding for cleanup, and in some cases, may limit allowable land uses. The one active~~is~~ site in Belmont is a voluntary cleanup site at 815 Old County Road (see Figure 6-10, *Hazardous Materials Sites*). The project consists of vacant land formerly occupied by the Belmont Iceland ice rink, which operated from 1956 to 2016. The site ~~will be~~has been redeveloped with a five-story multifamily residential development, including approximately 177 units. As of February 2026, cleanup activities have concluded and state regulators are expected to certify the cleanup as complete later in the year. ~~Hazardous materials sites are primarily located in eastern Belmont, concentrated in the Belmont Village priority development area and the harbor industrial area. Most of the sites in Belmont are LUST sites. Many of these sites are automobile-related, such as gas stations or auto repair shops. Belmont also currently has sites undergoing remediation for contamination with hazardous materials. Some contaminated sites are on vacant parcels or properties with the potential to redevelop. Contamination does not render these sites unusable, but may require time and funding for cleanup, and in some cases, may limit allowable land uses.~~

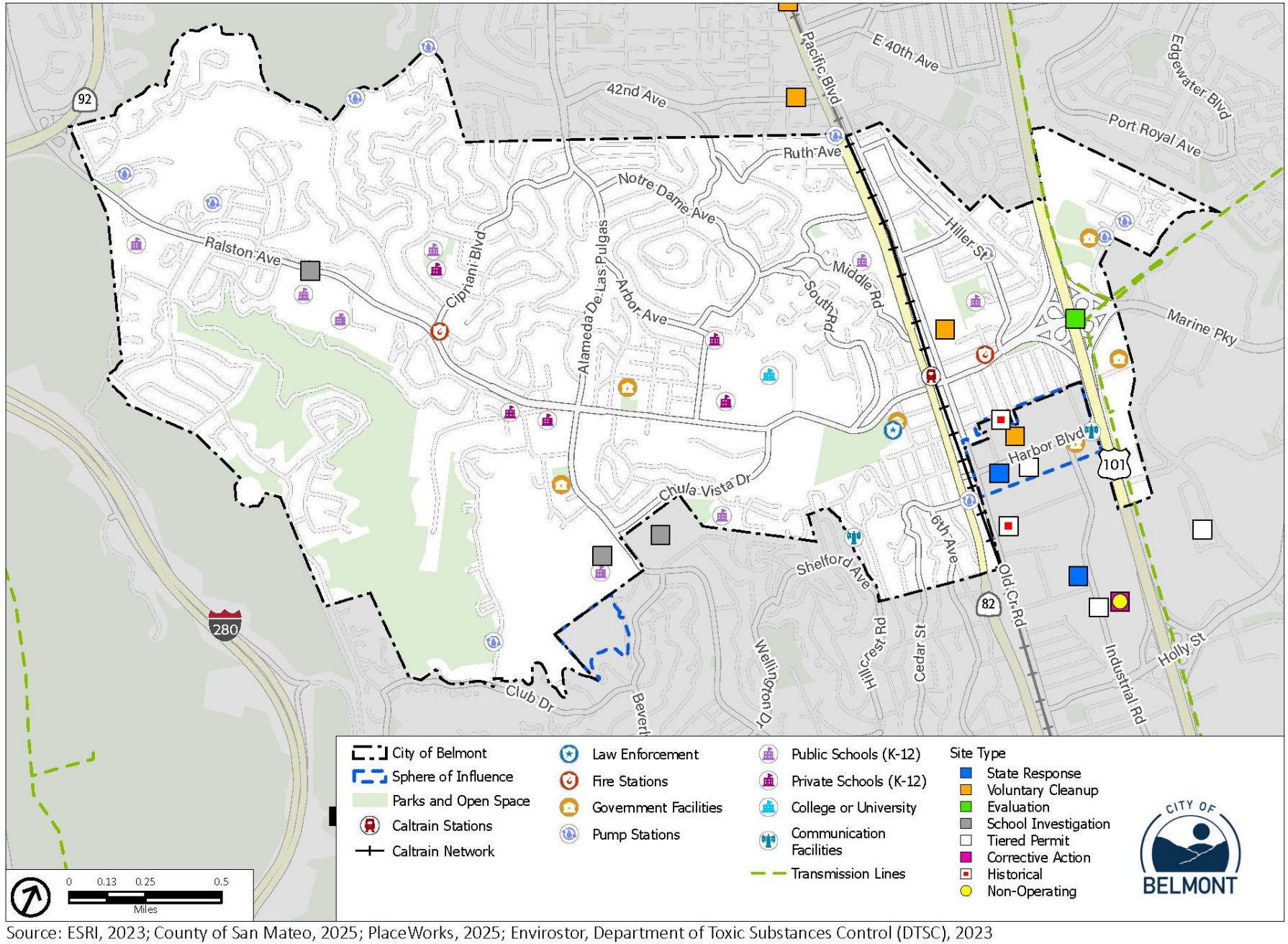
HAZARDOUS MATERIALS MANAGEMENT

There are numerous local, Sstate, and federal agencies that play a role in regulating hazardous materials. If a hazardous material spill poses an imminent public health threat, the San Mateo Consolidated Fire Department (SMC Fire), in coordination with the Belmont Police Department, will activate a hazardous materials response team. Such teams will include emergency responders and representatives from a number of local and County agencies~~,~~ and may potentially involve Sstate and federal

agencies as well. The Belmont Public Works Department will also be involved in these cases. The transport of hazardous materials/wastes and explosives through the city is regulated by the California Department of Transportation (Caltrans). Highway 101 is open to vehicles carrying hazardous materials/wastes. ~~The~~ SMC Fire, the San Mateo County ~~Department of~~ Emergency Management, and the San Mateo County Environmental Health Services Division are responsible for hazardous materials accidents at all locations within the city.

Autobody shops and gas stations can be potential sources of toxic air contaminants (TACs).

Figure 6-10 Hazardous Materials Sites



Source: ESRI, 2023; County of San Mateo, 2025; PlaceWorks, 2025; Envirostor, Department of Toxic Substances Control (DTSC), 2023
*Sphere of Influence is being considered for future annexation.

TABLE 6-1: Hazardous Materials Sites in the Planning Area

Site Name[1]	Address	Status[2]
Cleanup Program Site		
Immaculate Heart Of Mary	1040 Alameda de Las Pulgas	Completed - Case Closed
Brusco Property	248 Harbor Blvd	Open - Site Assessment
PKS Cleaners	390 El Camino Real	Completed - Case Closed
Former Baron-Blakeslee (Purex)	511 O'Neill Ave	Open - Remediation
Circraft Inc	519 C Marine View Ave	Open - Inactive
New Mode Cleaners	615 Harbor Blvd	Open - Inactive
Quan Property	847 Old County Rd	Open - Inactive
Land Disposal Site		
Belmont Island Landfill	700 Island Parkway	Closed~~Open~~ - Inactive
Lust Cleanup Site		
Wong Family Trust	1000 El Camino Real	Completed - Case Closed
Southern Pacific	1001 El Camino Real	Completed - Case Closed
Chevron 9-3260	1001 Shoreway Rd	Completed - Case Closed
Belmont Car Wash	1051 El Camino Real	Completed - Case Closed
City Of Belmont-Corp Yard	110 Sem Ln	Completed - Case Closed
Howard Tire Company	120 El Camino Real	Completed - Case Closed
Texaco	1200 El Camino Real	Completed - Case Closed

TABLE 6-1: Hazardous Materials Sites in the Planning Area

Site Name[1]	Address	Status[2]
Acme Movers	1309 Elmer St	Completed - Case Closed
Lo Coco Liquors	1340 El Camino Real	Completed - Case Closed
Carlmont High School	1400 Alameda De Las Pulgas	Completed - Case Closed
Bogenhuber Property	1510 Old County Rd	Completed - Case Closed
Story's Brake Services	1670 Old County Rd	Completed - Case Closed
Shell Oil	2000 Ralston Ave	Completed - Case Closed
Belmont Plaza	2040 Ralston Ave	Completed - Case Closed
Chevron 9-2712	2045 Ralston Ave	Completed - Case Closed
Brusco Property	248 Harbor Blvd	Completed - Case Closed
Raker Roofing	333 O'Neill Ave	Completed - Case Closed
Baymont Properties	425 Harbor Blvd	Completed - Case Closed
Arco #0613	470 Ralston Ave	Completed - Case Closed
Williams & Burrows Inc	500 Harbor Blvd	Completed - Case Closed
U-Haul #708-78	554 El Camino Real	Completed - Case Closed
Sam Trans	580 Quarry Rd	Completed - Case Closed
Peninsula Card Lock	610 Harbor Blvd	Completed - Case Closed
Unocal Station #4519	699 Ralston Ave	Completed - Case Closed

TABLE 6-1: Hazardous Materials Sites in the Planning Area

Site Name[1]	Address	Status[2]
Apollo Oil	701 Harbor Blvd	Completed - Case Closed
City Of Belmont Fire Dept	875 O'Neill Ave	Completed - Case Closed
Vancea Auto Services	900 El Camino Real	Completed - Case Closed
Post Office Parlor	935 Old County	Completed - Case Closed
Chevron 9-0578, Former	990 El Camino Real	Completed - Case Closed
Belmont 76 Service Center	995 Ralston Ave	Completed - Case Closed
School Investigation		
Carlmont High School Music Building	1400 Alameda De Las Pulgas	Inactive - Withdrawn~~Action Required~~
Ralston Middle School	2675 Ralston Ave	Inactive - Withdrawn~~Needs Evaluation~~
State Response		
Western Grinding Services	601 Harbor Blvd	Certified
Tiered Permit		
Wesgo, Inc.	477 Harbor Blvd	Inactive - Needs Evaluation
Voluntary Cleanup		
PG&E San Mateo Pipeline	Canada Rd	Certified
Belmont Iceland	815 Old County Rd	Active

Notes:
Site Definitions:
Cleanup Program Site: regulates and oversees the investigation and cleanup of 'non-federally owned' sites where recent or historical unauthorized releases of pollutants to the environment, including soil, groundwater, surface water, and sediment, have occurred.
Land Disposal Site: Waste management units where waste is discharged on land for treatment, storage, and disposal. These sites include waste piles, surface impoundments, and landfills.
LUST Cleanup Site: The prevention, cleanup, and enforcement of water degradation or pollution associated with underground storage tanks. Underground storage tanks are defined as one or more tanks, including pipes connected thereto, that is used for the storage of hazardous substances and that is substantially or totally beneath the surface of the ground.
School Investigation: Identifies proposed and existing school sites that are being evaluated by DTSC for possible hazardous materials contamination. School sites are further defined as "Cleanup" (remedial actions occurred) or "Evaluation" (no remedial action occurred) based on completed activities. All proposed school sites that will receive State funding for acquisition or construction are required to go through a rigorous environmental review and cleanup process under DTSC's oversight.
State Response: Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.
Tiered Permit: Tiered permitting is a five-level hazardous waste treatment, storage and disposal (TSD) authorization program. The first three tiers are designed to regulate on-site treatment of hazardous waste. The fourth tier, or "Standardized Permit" is for off-site treatment or storage of wastes that would not require a federal permit, such as waste oil storage or precious metal recovery services. The final tier is that of a full treatment, storage or disposal (TSD).
Voluntary Cleanup: A DTSC program that allows motivated parties who are able to fund the evaluation, investigation, cleanup, and DTSC's oversight to move ahead at their own pace to investigate and remediate their sites.
Status Definitions:
Certified: Identifies completed sites with previously confirmed release that are subsequently certified by DTSC as having been remediated satisfactorily under DTSC oversight.
Completed – Case Closed: A closure letter or other formal closure decision document has been issued for the site.
Inactive – Action Required: Identifies non-active sites where, through a Preliminary Endangerment Assessment (PEA) or other evaluation, DTSC has determined that a removal or remedial action or further extensive investigation is required.
Inactive – Needs Evaluation: Identifies non-active sites where DTSC has determined a PEA or other evaluation is required.
Open – Inactive: No regulatory oversight activities are being conducted by the Lead Agency.
Open – Remediation: An approved remedy or remedies has/have been selected for the impacted media at the site and the responsible party (RP) is implementing one or more remedy under an approved cleanup plan for the site.
Open – Site Assessment: Site characterization, investigation, risk evaluation, and/or site conceptual model development are occurring at the site.

Source: GeoTracker, State Water Resources Control Board (SWRCB); Envirostor, Department of Toxic Substances Control (DTSC), 2016.

TABLE 6-1: Hazardous Materials Sites in the Planning Area

~~6.7~~6.9 UTILITIES

Utilities such as electricity; natural gas; telecommunications, including wireless communications, telephone, and internet; and cable television are considered common elements of contemporary life. It is necessary to ensure these services are available and adequate to meet the demands of all Belmont's residents and businesses. Water, wastewater, and stormwater utilities are discussed in the Conservation Element.

ELECTRICITY AND GAS

Infrastructure

~~Pacific Gas & Electric Company (~~PG&E~~)~~ is the electric distribution utility for~~of~~ the Peninsula District, which covers all of San Mateo County and portions of Santa Clara County. PG&E owns and maintains the electric distribution infrastructure—including poles, wires, and substations—and delivers electricity to all customers in Belmont, regardless of their electricity generation provider. Within Belmont's city limits, PG&E's main electric transmission line runs under Old County Road. PG&E's main natural gas transmission pipelines run under Old County Road, Harbor Boulevard out to Redwood Shores on the eastern side of Highway 101, and under Ralston Avenue west of Alameda de las Pulgas out to Interstate 280, as shown in Figure 6-11, *Natural Gas Transmission Pipelines*~~4~~.

Table 6-2 and Table 6-3 show the existing electric and gas infrastructure in the Peninsula District~~, which includes San Mateo County and portions of Santa Clara County. Data specific to the city of Belmont is not currently available~~.

Demand

Tables 6-4 and 6-5 show the electricity and natural gas consumption in the City of Belmont for 2005, 2021, and 2023. Electricity supply in Belmont is provided by two utilities: PG&E, which distributes electricity to all customers and continues to serve a portion of customers through its standard tariff, and Peninsula Clean Energy (PCE), the community choice aggregation provider that has served the majority of Belmont customers since its launch in 2016. PCE is discussed in greater detail below.

As shown in Table 6-4, total electricity consumption in Belmont was approximately 103.8 million kilowatt-hours (kWh) in 2005. By 2023, total consumption across PG&E and PCE accounts was approximately 88.5 million kWh, a decline of approximately 15 percent. The composition of electricity supply also shifted over this period, as PG&E has decreased its reliance on electricity from fossil fuels and PCE has launched with most of their electricity coming from renewable and carbon-free sources.

As shown in Table 6-5, natural gas consumption has declined modestly, from approximately 6.75 million therms in 2005 to approximately 6.0 million therms in 2023, a decrease of about 11 percent. This modest reduction reflects ongoing progress in electrification and energy efficiency~~San Mateo County from 2009 to 2013 by land use. As shown in Table 6-4, electricity consumption in San Mateo County decreased by 10 percent between 2009 and 2013. Gas consumption, on the other hand, shows little fluctuation throughout the five-year period~~.

Supply

PG&E's power sources include both utility-owned power plants and external energy-producing facilities. Currently, PG&E owns an extensive hydroelectric system and~~,~~ one operating nuclear power plant~~, one operating natural gas-fired power plant, and another gas-fired plant under construction~~. PG&E also cooperates with individual renewable energy producers and promotes the use of clean energy. In 2023, PG&E delivered electricity to retail customers that was 100 percent greenhouse gas-free, with approximately 34 percent from RPS-eligible renewable resources (solar, wind, small hydroelectric, and biopower), 53 percent from nuclear power, and 13 percent from large hydroelectric sources. ~~The precise breakdown of energy supply data to the Planning Area is unavailable.~~

In Belmont, PG&E's major gas transmission lines run under Old County Road, under Harbor Boulevard out to Redwood Shores on the eastern side of ~~US~~ Highway 101, and under Ralston Avenue west of Alameda de las Pulgas out to Highway 92 and Interstate -280.

PCE offers its customers two options for energy use: ECOPlus and ECO100. PCE's default ECOplus product is 100 percent renewable or carbon-free, with approximately 50 percent from RPS-eligible renewable sources and 50 percent from large hydroelectric generation. Customers may also opt into PCE's ECO100 product, which is sourced from 100 percent solar and wind, and costs slightly more per month than the ECOPlus option. PG&E continues to serve customers who have opted out of PCE, and remains responsible for electricity distribution for all customers.

Peninsula Clean Energy

In early 2016, the City of Belmont joined a Joint Powers Agreement to create a Community Choice Aggregation program in San Mateo County, known as Peninsula Clean Energy (PCE). This type of program allows local governments to procure and supply electricity to their community members, using electrical distribution infrastructure owned by other organizations (in PCE's case, the infrastructure is owned by PG&E) to deliver the electricity to their customers. PCE is a non-profit organization that is governed by a board of directors ~~comprised~~ made up of city officials. All cities in San Mateo County have passed ordinances to join with the county to establish the program.

Beginning in October 2016, PCE buys or develops power on behalf of the residents, businesses, and government electricity users in San Mateo County. The electricity continues to be distributed and delivered over the existing electricity lines by PG&E. This program allows customers to choose between electricity providers and between multiple power options, with a different amount of renewable energy content in each.

All residential and commercial customers in Belmont are also now part of ~~the Peninsula Clean Energy Authority~~PCE's service territory. According to State regulations, ~~Peninsula Clean Energy~~PCE is an "opt-out" program, meaning that all electricity customers within the service territory are automatically enrolled with the option to return to PG&E service at any time.

Maintenance and Improvement

PG&E continues to upgrade the electric and gas infrastructure in the Peninsula ~~District~~. Key initiatives for electric utilities include replacing and upgrading equipment, installing Smart Grid to increase system reliability and reduce power outages, and expanding the overall system capacity. In addition, in 2014, PG&E proposed a Pipeline Safety Enhancement Plan (PSEP) to improve the large pipelines that carry natural gas.

Table 6-2: Electricity Infrastructure in the Peninsula District

Infrastructure	Lines (Miles)
Overhead	1,500
Underground	800
Transmission	400
Total	**2,700**

Source: Peninsula Division Book, PG&E, 2014.

Table 6-3: Gas Infrastructure in the Peninsula District

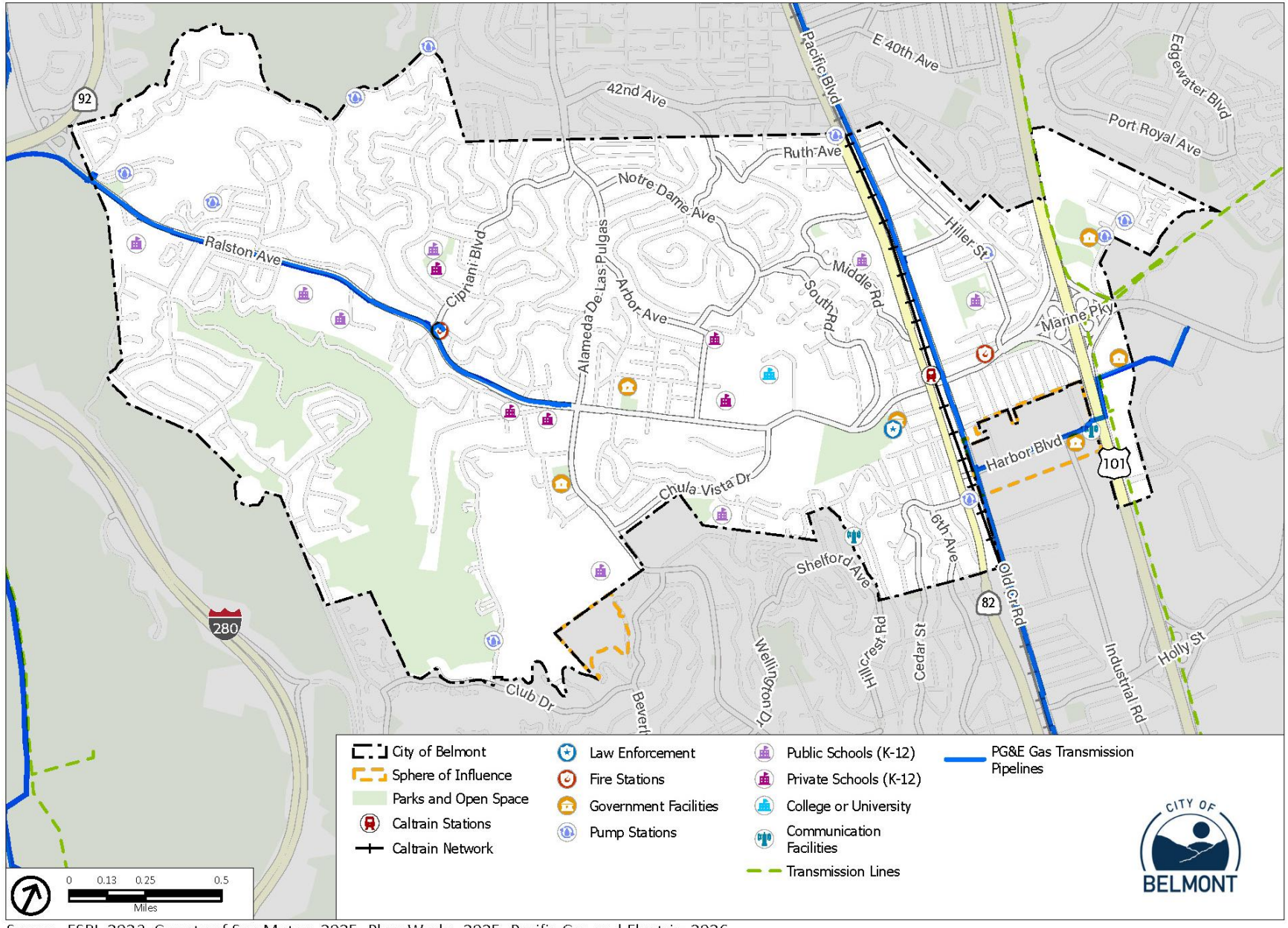
Infrastructure	Lines (Miles)
Distribution	2,100
Transmission	100
Total	**2,200**

Source: Peninsula Division Book, PG&E, 2014.

The City of Belmont ~~is developing~~completed the Old County Road Utility Undergrounding District Project, which ~~aims to~~ undergrounded existing overhead electric ~~facilities~~ lines along Old County Road. ~~The project involveds several phases;~~ Phase 1 of the project, which ~~included~~s undergrounding of all overhead utilities south of Masonic Way to the San Carlos city limits, ~~is~~ was conducted between ~~f~~Fall 2017 and s~~S~~ummer 2018 and fully funded ~~and scheduled to be complete by mid-2018~~through PG&E's Rule 20A Program. PG&E completed the transition from overhead to underground electrical service in June 2019. Communication utility providers subsequently undergrounded their own infrastructure,

allowing for the removal of remaining wooden poles. Following the completion of this project, the City completed the Old County Road Streetlight Project, installing new street–light poles along Old County Road and Masonic Way to maintain lighting in the corridor.

Figure 6-11 Natural Gas Transmission Pipelines



Source: ESRI, 2023; County of San Mateo, 2025; PlaceWorks, 2025; Pacific Gas and Electric, 2026
*Sphere of Influence is being considered for future annexation.

The General Plan aims to maintain and improve public utilities to meet the demand of all Belmont's residents and businesses.

California's Renewable Portfolio Standard ~~(RPS)~~

The California Renewable Portfolio Standard (RPS), first established in 2002 and modified most recently by Senate Bill 100 (2018), requires 60 percent of retail electricity sales ~~must~~ to come from RPS-eligible renewable resources by 2030, with a further ~~S~~state policy goal that 100 percent of retail electricity sales be served by eligible renewable and zero-carbon resources by 2045. The RPS applies to all retail sellers of electricity, including investor-owned utilities such as PG&E and community choice aggregators such as PCE.

Both electricity providers serving Belmont are making substantial progress toward these goals. In 2023, PG&E delivered electricity to retail customers that was 100 percent renewable or carbon-free, with 34 percent from specified RPS-eligible renewable resources. PG&E has a voluntary target of 70 percent renewable energy by 2030. PCE's default ECOplus product is already 100 percent renewable or carbon free, and PCE has a goal of achieving 100 percent renewable supply by 2030. ~~all energy-generating utilities and energy service providers in California to source 33 percent of the total energy production from renewable energy by 2020. As of 2016, 27 percent of PG&E's total energy production is from RPS eligible resources, which PG&E obtained mostly through contracted third parties.~~ More information on energy production and greenhouse gas emissions can be found in the Conservation Element.

Table 6-4: Electricity Consumption in San Mateo County (millions of kWh)			
Land Use / Provider	20059	202110	202311
PG&E (Residential)	61.01,613	1.21,625	1.21,595
PG&E (Non-Residential)	42.8	N/A	4.1
PCE (Residential & Nonresidential))Non-Residential	N/A3,354	83.73,131	83.22,968
Total	**103.84,968**	**89.84,756**	**88.54,563**

Source: Energy Consumption Data Management System, State of California, 2014.

Table 6-5: Gas Consumption in San Mateo County (millions of Therms)			
Land Use	20059	202110	202311
Residential	5.3390	4.7089	4.7792
Non-Residential	1.42132	1.20133	1.22135
Total	**6.75222**	**5.90221**	**6.00227**

Source: Energy Consumption Data Management System, State of California, 2014.

The General Plan aims to maintain and improve advanced telecommunication infrastructure in Belmont.

~~***Peninsula Clean Energy Authority***~~

~~***In early 2016, the City of Belmont joined a Joint Powers Agreement to create a Community Choice Aggregation program in San Mateo County, known as the Peninsula Clean Energy Authority. A Community Choice Aggregation is a program that enables city and county governments to pool the electricity demand of their communities for the purpose of supplying electricity. The Peninsula Clean Energy Authority is a non- profit organization that is governed by a board of directors comprised of city officials. All cities in San Mateo County have passed ordinances to join with the county to form the Peninsula Clean Energy Authority.***~~

~~***Beginning in October 2016, the Peninsula Clean Energy Authority now buys or develops power on behalf of the residents, businesses, and government electricity users in San Mateo County. The electricity continues to be distributed and delivered over the existing electricity lines by PG&E. This Community Choice Aggregation program allows customers to choose between electricity providers and between multiple power options, with a different amount of renewable energy content in each.***~~

~~***All residential and commercial customers in Belmont are also now part of the Peninsula Clean Energy Authority's service territory. According to State regulations, Peninsula Clean Energy is an "opt-out" program, meaning that all electricity customers within the service territory are automatically enrolled with the option to return to PG&E service at any time.***~~

TELECOMMUNICATION UTILITIES

Telecommunication utilities, including wireless facilities like cell towers and antennas, are becoming increasingly important in Belmont as demand grows in the region for new and emerging telecommunication services and facilities. The City maintains a section of the Zoning Ordinance that establishes procedures and regulations regarding telecommunications facilities, to ensure that adequate facilities are available for the Belmont community, while also ensuring that Belmont's visual qualities, physical diversity, and small-town characteristics are not compromised. Noise from telecommunication utilities is discussed in the Noise Element and, as an implementation action of the General Plan, will be addressed in the updated Noise Ordinance.

~~6.8~~6.10 FIRE HAZARDS

Fire hazards in Belmont include both urban and wildland fires. Urban fires involve the uncontrolled burning of built structures due to human-made causes; wildland fires affect grassland, forest, and brush (and the structures on them), and can result from either human or natural causes. ~~Belmont has a substantial risk of wildland fires, with many areas of high and very high threat within the Planning Area, particularly in the western areas of the city.~~ The City's main challenges regarding these hazards are:

- **Actively Managing the Wildland Urban Interface.** Belmont's residents enjoy close contact with hillsides and woodlands. This natural amenity facilitates the risk of proximity to wildland fires. Preparedness is essential, and the ~~Belmont Consolidated Fire Department's~~ SMC Fire's fire prevention activities, especially its Vegetation Management Program, are important.

- **Maintaining and Enhancing Evacuation Routes.** It is critical that road capacity exists for local residents, workers, and visitors to evacuate in case of an environmental disaster, including fire.

URBAN FIRES

~~Urban fires are fires that begin in a building in urban centers. They are typically localized but have the potential to spread to an adjoining building. The risk of urban fires is highest where single family homes, multi family residences, and business facilities are clustered close together, increasing the possibility of rapid spread to an adjoining building. The risk to life and property can be reduced by adopting and funding adequate levels of fire protection and ensuring new buildings are built to include fire resistive features that conform to modern fire and building codes.~~ Urban fires, also known as structure fires, occur in built-up environments, destroying buildings and other human-made structures. These disasters are often due to cooking accidents, faulty wiring or mechanical equipment, or combustible construction materials. The risk of urban fires is highest where single-family homes, multi-family residences, and business facilities are clustered close together, increasing the possibility of rapid spread to an adjoining building. The absence of fire alarms and sprinkler systems can exacerbate the damage associated with a structural fire. Older buildings that lack modern fire safety features may face greater risk of damage from fires. To minimize fire damage and loss, the local Fire Code, based on the State Fire Code, sets standards for building and construction. It requires the provision of adequate water supply for firefighting, fire-retardant construction, and minimum street widths, among other things.

WILDLAND FIRES

~~Wildland fires are fires that start in a wooded or undeveloped area. Their potential for damage is dependent on the extent and type of vegetation, known as surface fuels, as well as weather and wind conditions. Wildland fires occur infrequently but typically cause more damage than urban fires.~~ A wildland fire is any uncontrolled fire on undeveloped land that requires fire suppression. Wildfires can occur naturally and are important to many ecosystem processes; however, most are started by people. Wildland fires occur on mountains, hillsides, and grasslands. Fuel, weather, and topography are primary factors that affect how wildland fires spread. The climate of San Mateo County and the surrounding area keeps the grass dry and more readily combustible during fire season. Belmont has a risk of wildland fires, particularly in the western areas of the city.

~~Wildland Urban Interface (WUI) refers to heavily vegetated open spaces, often on steep slopes, that are close to human developments. Areas under WUI designation are at high risk of wildfire. There are two geographical areas within Belmont that can be characterized as WUI; the canyons common to the Western Hills and the San Juan Canyon. In these locations, many homes are located immediately adjacent to open space that includes the physical features found in WUI areas. The~~

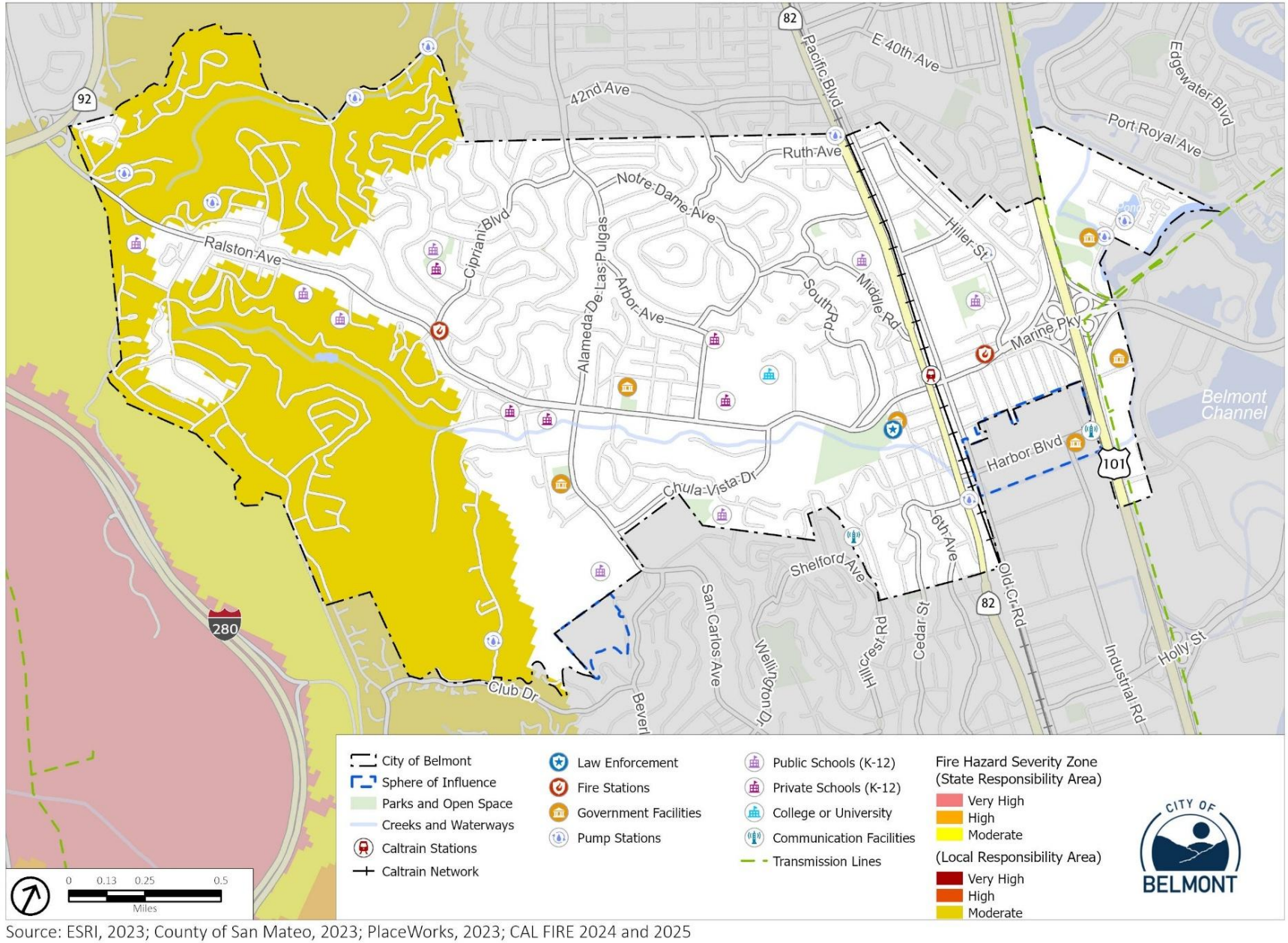
~~canyons of the Western Hills have been designated as a Very High Fire Hazard Severity Zone (VHFHSZ) by the California Department of Forestry and Fire Protection (Cal Fire), while the San Juan Canyon has been designated as a High Fire Hazard Severity Zone. Both WUI areas comply with the relevant fire protection regulation set by Government Code and California Building Code, as required by the California Department of Forestry and Fire Protection (CAL Fire). Figure 6-5 shows the existing VHFHSZ within the city boundary, while Figure 6-6 shows the General Plan land use designations that fall within the VHFHSZ, which includes Davis Drive, though does not encompass additional vacant or underutilized sites outside of Davis Drive.~~

Figure 6-12, *Fire Hazard Zones*, illustrates the fire hazard severity zones in the city as designated by the CAL FIRE. There are 971 acres of Belmont designated as a moderate fire hazard severity zone, which is largely in the hillside areas west of Alameda de Las Pulgas. The fire hazard severity zones in the city include the canyons in the Western Hills neighborhoods and San Juan Canyon. These zones include San Juan Canyon Open Space, Waterdog Lake & Open Space (including Belmont Reservoir Park), Hallmark Drive Open Space (including Hallmark Park), and Belmont Canyon (including Hidden Canyon Park). Homes, schools, senior living facilities, and critical infrastructure around these areas and other wildfire-prone open space face a higher risk of wildfire.

Historically, the fire season extended from early summer through late fall of each year during the hotter, drier months, although it is increasingly a hazard that can occur year-round due to higher temperatures, lower moisture content in the air and plant matter, accumulation of vegetation, and high winds. Rising temperatures and prolonged droughts dry out vegetation, creating abundant fuel for fires. Wetter years, while seemingly beneficial, lead to increased vegetation growth, including pervasive invasive plant species, which subsequently dries out during drought periods, adding even more fuel to fire-prone landscapes. Ecosystem pest outbreaks leave behind weakened and dead trees that serve as additional fuel, while extreme heat and erratic wind conditions make wildfires more unpredictable and harder to control. Areas in San Mateo County burned annually by wildfires are expected to double from historic levels (averaging about 1,200 acres burned annually from 1961-1990) by the middle of the century and almost triple by the end of the century.[xi] As this is an annual average, some years are likely to see little or no wildfires in the county, while other years are likely to see much larger fires.

Human activities are the leading cause of wildfires, and increased development near these wildland areas has amplified the likelihood and risk of wildfire events. Wildfires not only destroy homes and infrastructure but can also displace entire communities and degrade critical wildlife habitat. Older adults, people without access to reliable transportation or communication channels, people with disabilities, and those with ~~to~~ chronic illness, are especially vulnerable to the effects of wildfire as they may struggle to evacuate a hazard area. Low-resourced households are also vulnerable as they may not be able to harden homes to potential fire. The economic consequences are significant, including property damage and fire-suppression costs. Moreover, the loss of natural spaces impacts recreation, tourism, and local biodiversity.

Figure 6-12 Fire Hazard Zones



Source: ESRI, 2023; County of San Mateo, 2023; PlaceWorks, 2023; CAL FIRE 2024 and 2025
*Sphere of Influence is being considered for future annexation.

The ~~Belmont Fire Protection District~~ San Mateo Consolidated Fire Department operates two fire stations in Belmont; Station 14 (pictured ~~above~~here) and Station 15.

~~FIRE PREVENTION~~

~~The San Mateo Consolidated Fire Department (SMC Fire) provides fire protection services to Belmont. The San Mateo Consolidated Fire Department (SMC Fire) was formed by the merger of the fire departments of San Mateo, Foster City, and Belmont. The department began operations in 2019 and operates two fire stations in Belmont: Fire Station 14 at 911 Granada Street and Fire Station 15 at 2701 Cipriani Boulevard. SMC Fire provides fire response services for Belmont and enforces local fire regulations.~~

~~SMC Fire adopts the 2022 California Fire Code (Ordinance 2022-001) and amends sections based on geographic, climactic, and topographic factors. Included in the amendments are items dealing specifically with the wildland fire threat, including the adoption and amendment of the 2021 International Wildland Urban Interface Code. The City of Belmont includes this adoption in their Municipal Code in Chapter 7, Article IV (Construction Regulations), and in Division 7 (Fire Code) and delegates enforcement to SMC Fire. Compliance with these codes ensures new development meets the latest fire safety standards, including the use of fire-resistant materials, maintaining clearances around structures to prevent ignitions, and designing sites to facilitate firefighting equipment and personnel during responses.~~

~~SMC Fire conducts spot inspections and enforcement in the wildland urban interface areas and oversees vegetation management programs at the beginning of every fire season to reduce fuel for potential fires.~~

~~6.9~~6.11 PUBLIC SAFETY AND EMERGENCY MANAGEMENT

The City's public safety and emergency management functions cover several roles that address the time before, during, and after a significant event, and are comprised of the four phases of emergency management: mitigation, preparedness, response, and recovery.

EMERGENCY PLANNING

The California Emergency Services Act requires cities to prepare and maintain an Emergency Plan for natural, manmade, or war-caused emergencies that result in conditions of disaster or extreme peril to life. San Mateo Consolidated Fire Department's ~~County's Area~~ Office of Emergency Services and the San Mateo County Emergency Management provide~~s~~ planning, preparedness, public information, training, and federal/State intergovernmental emergency services coordination for the cities and unincorporated areas within the county. Belmont is a member of the San Mateo County Emergency Services Council whose goal is to provide coordinated emergency planning and management, support emergency alert systems, and support the

regional hazardous materials emergency response program.

~~The City's Municipal Code addresses civil defense and disaster relief in Chapter 8. The City of Belmont responds to disasters in accordance with National Incident Management System (NIMS) at the federal level and the Standardized Emergency Management System (SEMS) at the State level. The City routinely participates in preparedness exercises utilizing these systems.~~ In a disaster, ~~an~~ the City activates its Emergency Operations Center (EOC) on the second floor of City Hall ~~is activated and the City's~~and calls its emergency organization ~~is called~~ to the EOC ~~on the second floor of City Hall~~. The City of Belmont has a written ~~City~~ Emergency Operations Plan (EOP), which articulates policies and procedures during an emergency. The City also has an Emergency Preparedness Manual, which was prepared in close cooperation with other agencies and promotes best practices for emergency preparedness in Belmont. Trained citizen volunteers involved in the CERT (Community Emergency Response Teams) are also a part of the City's response system.

Local Hazard Mitigation Plan

~~The purpose of a~~A Local Hazard Mitigation Plan (LHMP) is a short-term plan to decrease ~~reduce or eliminate long term~~ risk to human life and property resulting from natural and human-caused hazards by helping to make communities more resilient to these hazardous events before they occur. Communities must update these plans every five years to keep them current. ~~, by identifying risks before they occur and putting together resources, information, and strategies for emergency response. Local governments who adopt a hazard mitigation plan may be eligible for the following benefits: a more disaster resistant and resilient community; access to hazard mitigation assistance grants and programs; points under the National Flood Insurance Program's Community Rating System (CRS); and the waiver of the 6.25 percent local match for Public Assistance money following a disaster.~~ The City first developed a multi-jurisdictional LHMP in partnership with the Association of Bay Area Governments (ABAG) in 2005 in the Multi-Jurisdictional Local Hazard Mitigation Plan ~~(MJ-LHMP)~~ for the San Francisco Bay Area. Since then, Belmont has participated in a multi-jurisdictional LHMP with other communities in San Mateo County. ~~Belmont's LHMP was last updated as an annex to the County of San Mateo's Multijurisdictional Hazard Mitigation Plan, which was updated in 2021 (available for reference at http://planning.smcgov.org/local-hazard-mitigation-plan).~~ Belmont's LHMP, which is a community-specific annex to the county-wide LHMP, identifies specific actions the City is taking to mitigate impacts from flooding, earthquakes, wildfires, and other emergency events, as well as climate change adaptation and resiliency strategies. The current San Mateo County Multi-jurisdictional Hazard Mitigation Plan, as certified by FEMA, is incorporated into this Safety Element by reference, as permitted by California Government Code Section 65302.6. The LHMP is available for reference at http://planning.smcgov.org/local-hazard-mitigation-plan.

Emergency Alert System

San Mateo County Alert (SMC Alert) is the primary emergency alert system in Belmont. Messages sent vary from agency to agency. SMC Alert can be used to issue warnings for emergencies such as floods, fires, severe weather, and tsunami. This system can notify the community about the locations of emergency shelters, provide information about available evacuation routes, and activate special teams within the community such as CERT volunteers. Communities may use SMC Alert for large, city-wide emergencies as well as smaller situations, such as traffic accidents, fires, street closures, flooding, and related incidents. Community members opt in to receive SMC Alert messages and can receive alerts via email, cell phones, and voice messages to landline phones. Alerts are available in a wide variety of languages, including English, Chinese, Spanish, and Tagalog, among many others. Spanish, Chinese, and Japanese are the primary languages in Belmont among households that are not fluent in English. Individuals can sign up for SMC Alert via the County's website:

https://www.smart911.com/smart911/ref/reg.action?pa=smcgov.

Another alert system includes Wireless Emergency Alerts (WEAs), which are short emergency messages from authorized public alerting authorities that can be broadcast from cell towers to any WEA-enabled mobile device in a locally targeted area. Wireless providers primarily use cell broadcast technology for WEA message delivery. WEA is a partnership among FEMA, the Federal Communications Commission, and wireless providers to enhance public safety.

Additionally, the Genasys EVAC platform is used to assist with evacuation management and notification during emergencies. The Police Department has also equipped all patrol vehicles with hi-lo warning tones to assist with evacuations in the event of an emergency.

Social media and community platforms are typically used for routine and non-emergency messaging. However, emergency information is also reposted on these platforms in order to maximize reach to the public.

Evacuations

In a major disaster, some parts of Belmont may have to evacuate. The exact routes and destinations will vary depending on the emergency, but recommended routes will likely include Highway 101, Harbor Boulevard, El Camino Real, Ralston Avenue, and Alameda de las Pulgas. Some evacuation routes may be damaged or blocked by emergency conditions, such as floodwaters or landslides that can block roads or earthquakes that may collapse bridges and overpasses. Emergency managers will direct community members to the safest routes given emergency conditions, roadway capacity, evacuation destinations, and other factors. If an evacuation is needed, the Belmont Police Department will lead evacuation efforts, in coordination with the San Mateo Consolidated Fire Department and neighboring emergency response staff. Local staff will also coordinate with San Mateo County Emergency Management

Not all Belmont residents may be able to evacuate safely on their own. People who are unable to drive on their own will need assistance to evacuate. This includes some older adults and persons with disabilities. It also includes households without a functioning vehicle, or if there is not a vehicle available at the time an evacuation is called. Friends and neighbors can assist with evacuation in these cases, and emergency managers may attempt to locate additional transportation options which can support evacuation needs. Residents and community members are encouraged to plan ahead for evacuations, including communicating with family members, friends, neighbors, and organizations who may be able to provide timely support in the event of an emergency evacuation. However, additional evacuation assistance may be needed, especially in the case of a large evacuation.

Some locations in Belmont also face evacuation challenges because there is only a single road in and out of these areas. If these roads are blocked by a hazards, such as a fallen tree or debris from a landslide, the lack of a secondary evacuation route can delay or prevent safe evacuations or emergency responses. Section 65302(g)(5) of the California Government Code requires that the Safety Element identify the residential parcels in Belmont that lack at least two points of access. Figure 6-13 shows these areas, which are located throughout Belmont.

Countywide Flood Early Warning System

OneShoreline is managing, upgrading, and expanding the San Mateo County flood early warning system to support emergency alerts and preparedness. The flood early warning system is an integrated network of stream, precipitation, and tide stations located to monitor real-time conditions. This system provides two major functions: an alert system, and data collection to proactively plan and implement stormwater management solutions.

If water levels reach established thresholds, alerts are released to ~~DEM~~San Mateo County Emergency Management and local jurisdiction staff to watch conditions more carefully and to provide warning for when flood impacts may be expected. If a flood notice is warranted, the

circles on the map will become orange (watch) or red (warning). Alert thresholds have been established for creeks throughout the county, including lower Belmont Creek, based on historic information and modeling.

OneShoreline continues to explore methods for data collection, presentation, and decision-making. Data collected is made available through a public interface.

POLICE

Facilities and Staffing

Located in Belmont's City Hall and shown on Figure 6-1347, *Public Safety Facilities*, the Belmont Police Department is a full-service police agency. Table 6-6 shows the staffing of the Ppolice Ddepartment by divisions. In addition to full-time staff shown, the Police Department also receives support from Reserve Police Officers, Police Explorers, and Citizen Volunteers. The Belmont Police Department participates in the San Mateo County Sheriff's Regional SWAT Team and Crisis Negotiation Unit, by providing both SWAT Operators and Crisis Negotiators.

The Department has specialized units of K9, Traffic Officer, Detective, Field Training Officer, SWAT Operator, Crisis Negotiation, Drone Pilot, and Crime Scene Investigation, which are made up of personnel from various parts of the department. Assignment to these units is considered a collateral duty.

The police department maintains strong relationships with surrounding agencies, including law enforcement, fire service and emergency management. The relationships enable effective and efficient use of mutual aid resources in the planning and response to emergencies. The police department has also had a large focus on emergency management and preparedness both at the local and regional level,

Response Time and Service Standards

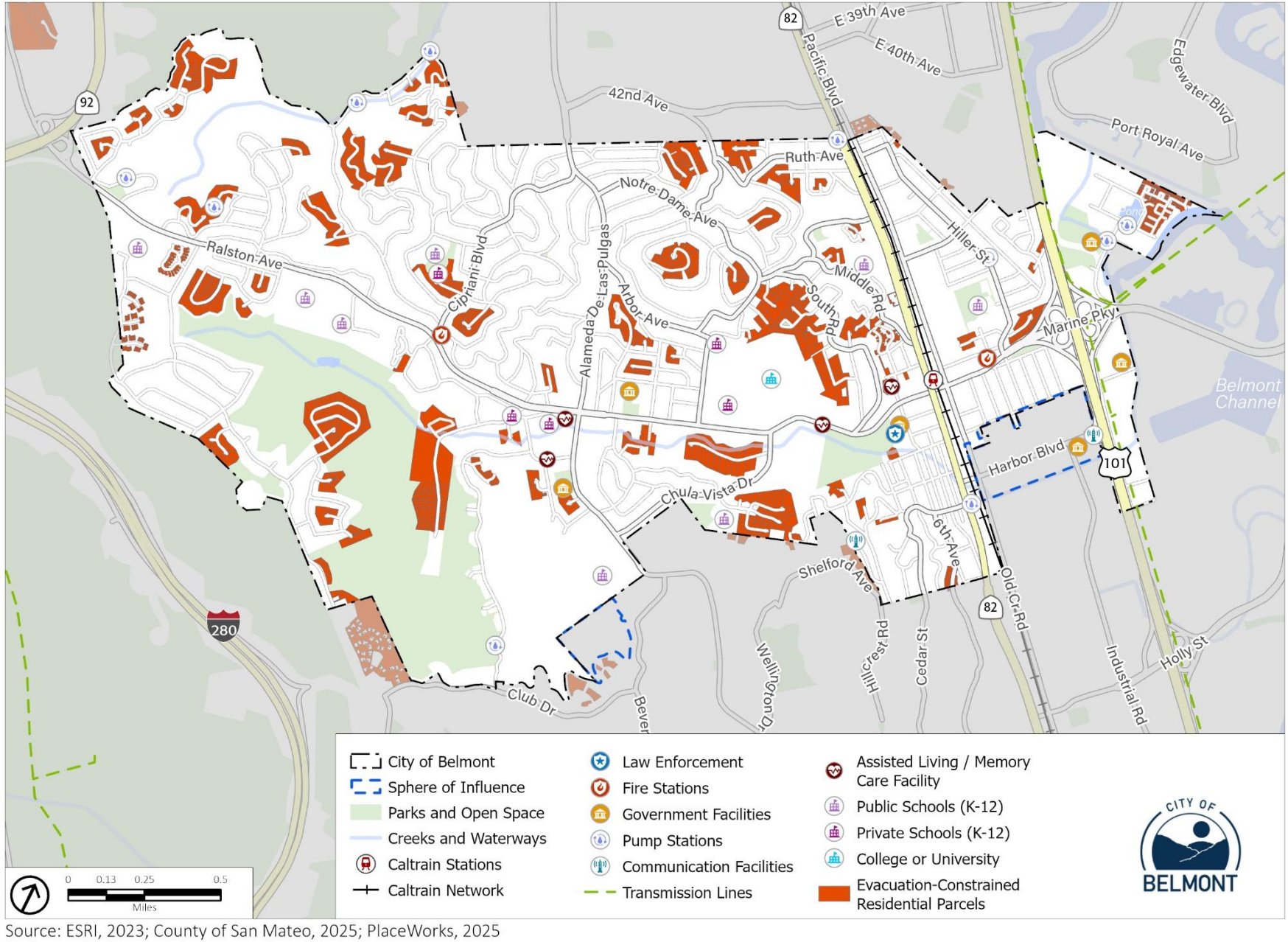
The Belmont Police Department has an average response time to Priority 1 calls of four five minutes and two seconds (5:02) in 2024 and a service ratio of 1.02 sworn officers per 1,000 residents. Currently, the Department does not have any standards set for its response time or service ratio.

Table 6-6: Belmont Police Department Staffing by Divisions*

Divisions	Number of Employees
Administration	65
Operations Divisions	
Patrol	199
Traffic	2
Community Service	32
Code Enforcement	1
Support Professional Services Division	
Records	23
Communications	56
Investigations	43
Youth Services/ School Resources	12
Total	3943

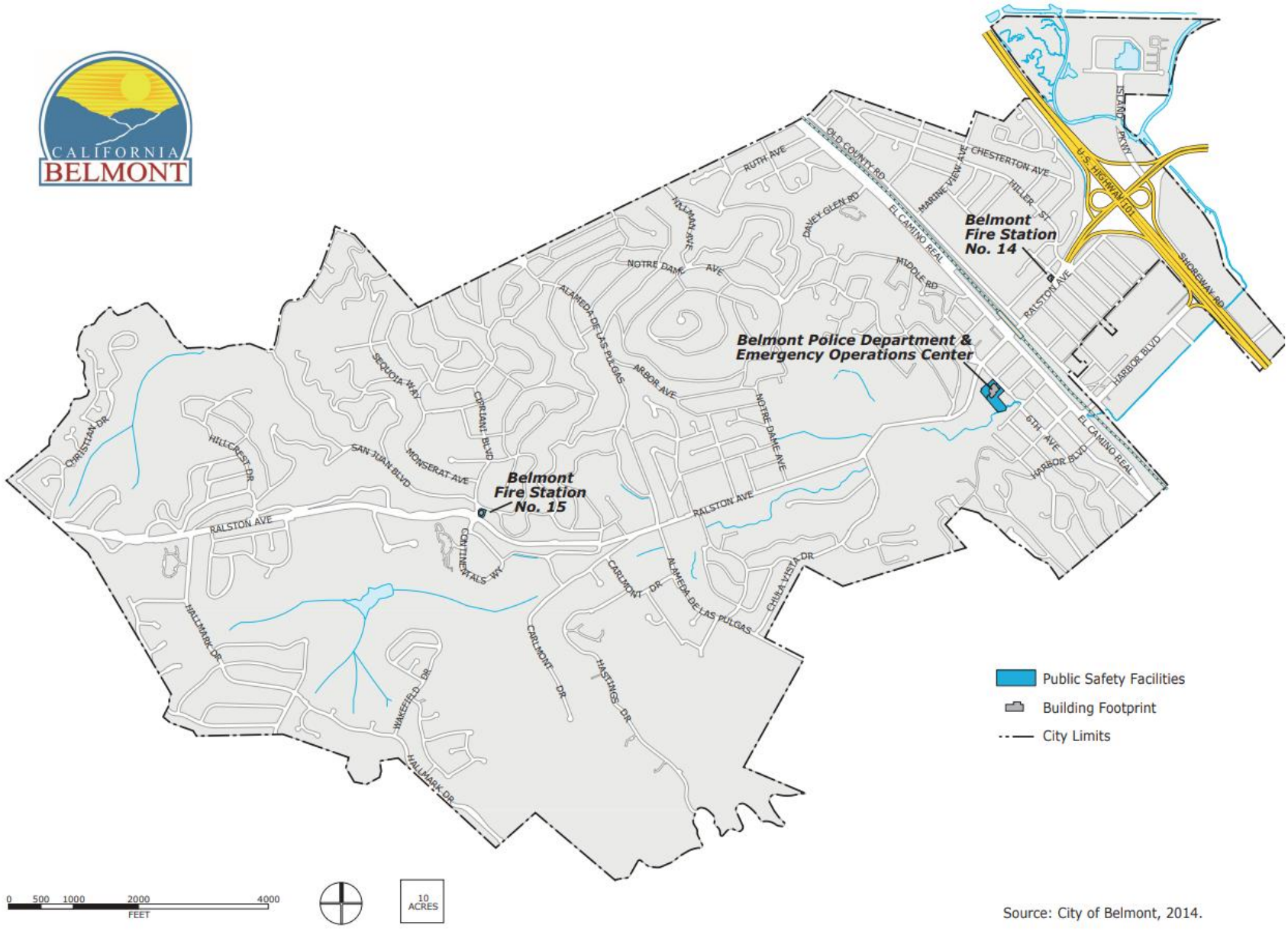
*Source: City of Belmont, 202614. *Authorized Positions*

Figure 6-13 Evacuation-Constrained Residential Parcels



Source: ESRI, 2023; County of San Mateo, 2025; PlaceWorks, 2025
*Sphere of Influence is being considered for future annexation.

Figure 6-134 Public Safety Facilities



Source: City of Belmont, 2014.

FIRE

The San Mateo Consolidated Fire Department (SMC Fire) provides fire protection services to Belmont. SMC Fire was formed by the merger of the fire departments of San Mateo, Foster City, and Belmont. The department began operations in 2019 and operates two fire stations in Belmont: Fire Station 14 at 911 Granada Street and Fire Station 15 at 2701 Cipriani Boulevard. SMC Fire provides fire response services for Belmont and enforces local fire regulations, including the California Fire Code. Compliance with this and similar codes ensures new development meets the latest fire safety standards, including the use of fire-resistant materials, maintaining clearances around structures to prevent ignitions, and designing sites to facilitate firefighting equipment and personnel during responses.

SMC Fire conducts spot inspections and enforcement in the WUI areas and oversees vegetation management programs at the beginning of every fire season to reduce fuel for potential fires.

Facilities and Staffing

~~The Belmont Fire Protection District operates two fire stations (Station 14 and Station 15), as well as a Fire Administration office.~~ Table 6-7 provides a breakdown of the staffing and facilities of each Belmont station, and the two fire stations are shown on Figure 6-13~~7~~. As part of a countywide fire service deployment plan, the City shares fire resources with other cities in San Mateo County. The jurisdictions altogether utilize 58 engine companies and seven truck companies.

Response Time and Service Area

~~The Belmont Fire Protection District~~SMC Fire is one of the designated Paramedic First Response Service Providers of the San Mateo County Pre-Hospital Emergency Medical Services Group. As such, all Belmont engines of ~~the Belmont Fire Protection District (BFPD)~~SMC Fire are required to maintain a 24/7 advanced life support (ALS) capability, and have a countywide response time standard of ~~six~~ 6 minutes and 59 seconds for medical emergencies. In addition to the City of Belmont, ~~the Belmont Fire Protection District~~SMC Fire is "first due" to the unincorporated Harbor Industrial Area (HIA) and other nearby unincorporated areas, and portions of the cities of San Mateo and San Carlos because of their proximity to the ~~District's facilities~~Belmont Fire Stations. The average response time for the D~~istrict~~epartment was ~~five~~ 5 minutes and ~~10~~ 30 seconds in 202~~1~~4.

Table 6-7: ~~Belmont Fire Department~~San Mateo Consolidated Fire Department Belmont Fire Station Staffing ~~Staffing by Station~~

Stations	Staffing	Fire Engines	Other Key Equipment
Station 14	3 firefighters[1] per 24-hr shift	Engine 14~~1~~ (Type 1 front-line) ~~1 reserve~~	~~1~~ Utility ~~-~~14 (Utility Vehicle~~s~~) ~~1~~ HazM~~m~~at ~~Van~~14 (frontline) HazMat 114 (reserve)
Station 15	3 firefighters[1] per 24-hr shift	Engine 15~~1~~ front line 1 Engine 115 (Type 1 reserve) Engine 2609 (Type 6)	
~~San Mateo Fire Station 23~~	~~3 Firefighters (one per shift) and one Fire Captain~~	~~n/a~~	~~n/a~~
~~Fire Administration Building~~	~~1 Administrative Battalion Chief 1 Management Analyst~~	~~None~~	~~1 Staff Car 1 B 4 (Command Vehicles)~~

Notes:
1. Includes at least one firefighter/paramedic and one fire captain.

2. ~~Part of San Mateo Fire Truck 23 along with Foster City Fire personnel as part of the three cities' Shared Truck Agreement.~~A shared Battalion Chief (Battalion 5) is located at Fire Station 23 in San Mateo and is staffed 24/7.

3. Two shared Fire Trucks (Truck 21 and Truck 23) are located at Fire Station 21 and Fire Station 23 and are staffed 24/7.

Source: City of Belmont, 2016.

~~*Insurance Service Organization (ISO) Rating*~~

~~Fire departments are rated by ISO's Public Protection Classification (PPC) program. The program uses the Fire Suppression Rating Schedule (FSRS), which is comprised of a long list of elements a community may use to fight fires effectively. Each element is given a point score. Using the point scores and various formulas, ISO derives a PPC rating. On a scale of 1 (exemplary fire protection) to 10 (not meeting minimum criteria), the District scored a rating of 3.~~

~~*Belmont Fire Code*~~

~~The Belmont Fire Code was adopted in 2016 after the State of California's adoption of the 2016 California Fire Code (CFC). The current version of the Belmont Fire Code incorporates the 20222016 CFC and Local Amendments proposed by SMC Firethe BFPD. The Local Amendments include modifications that are appropriate to the specific climatic, geologic, and topographic conditions of the DistrictDepartment, such as way finding and street access improvement, restricted use of fireworks, and requirements for sprinkler installations.~~

GOALS, POLICIES, AND ACTIONS

This section lists the goals and policies of the Safety Element, as well as specific implementation actions to enact these policies. Not every policy requires a separate implementing action, as some policies reflect ongoing City responsibilities, standard requirements, or directions that are implemented through existing regulatory programs or day-to-day operations.

GOAL 6.1 Minimize risks of property damage and personal injury posed by geologic and seismic hazards.

Policy 6.1-1 Continue to maintain and enforce appropriate standards, including the California Building Code, to ensure new development is designed to meet current safety codes and requirements associated with seismic activity, including liquefaction. ~~Require public and private development to be located, designed, and constructed to minimize the risk of loss of life and injury in the event of a major earthquake or other natural disaster~~

Policy 6.1-~~1.~~2 Require public and private development and infrastructure to be located, designed, and constructed to minimize the risk of loss of life and injury in the event of a major earthquake, landslide, or other natural disaster.

Action 6.1-2a: Design and construct new public facilities and utility infrastructure (either public or private) that cross active fault traces to accommodate horizontal and/or vertical displacement.

Action 6.1.2b: Review the structural integrity of all essential service buildings and strengthen, remove, or replace those that are found unable to meet current safety standards.

Policy 6.1-3~~2~~ Continue to regulate development, including remodeling or structural rehabilitation, to ensure adequate mitigation of safety hazards on sites having a history or threat of seismic dangers, erosion, landslides, or shrink swell.

Policy 6.1-4~~3~~ Prohibit development in areas at risk of landslides or high or very high liquefaction as shown oin Figure 6-2~~XX~~, *Liquefaction Susceptibility*, or on slopes steeper than 30 percent, unless detailed site investigations by licensed engineers ensure that risks do not exist or can be

reduced to acceptable levels and the structure will be protected for its expected life.

Policy 6.1-54 Continue to require geotechnical ~~site analysis~~ investigation for proposed development on sites as specified in the Municipal Code, prior to allowing site development.

~~Policy 6.1-5~~ ~~Geotechnical studies shall identify~~ any geologic hazards affecting the proposed project site, any necessary mitigation measures, and a statement of the site's suitability for the proposed development and whether or not it will be safe from geologic hazard for its expected life. The study shall identify net developable areas, if any, based on landslide or ground shaking potential or erosion risk. Impacts from the development, such as those resulting from increased water runoff, shall also be determined. Such studies must be signed by a licensed Certified Engineering Geologist or Geotechnical Engineer and are subject to review and approval by City staff and/or contracted employees.

~~Policy 6.1-6 Require any geotechnical studies to include the study of expansive and creeping soils, as well as analysis of erosion, seismic, and other geotechnical hazards, and make recommendations, as warranted.~~

~~Policy 6.1-7 Prohibit mitigation measures for potential geotechnical hazards if those measures could adversely affect surrounding property, including the use of public rights-of-way, or adversely affect public health, safety, and welfare.~~

Policy 6.1-68 Ensure consideration of seismic and geologic hazards at the earliest possible point in the development process, preferably before comprehensive engineering work has commenced.

Policy 6.1-79 Require real estate transactions, development approval processes, and property titles to declare known or suspected seismic or geologic hazards on a property, including areas suspected of high or very high risk of liquefaction, shrink swell, or landslide.

Policy 6.1-810 Support efforts to i~~I~~dentify ~~and catalogue~~ structures that may be subject to serious structural damage in the event of a major earthquake, such as unreinforced masonry and soft story buildings, and ~~provide information to~~connect property owners with available information and resources on ~~ways to pay for~~ seismic rehabilitation ~~of existing buildings~~financing options.

Action 6.1-8a: Identify funding opportunities to assist property owners with seismic retrofit improvements, prioritizing greater access for vulnerable populations.

~~Policy 6.1-12 Update Figure 6-1 as new data from official, reliable sources is released.~~

Policy 6.1-9 Evaluate all faults shown on California Geological Survey Maps and City Geologic Maps during the development review process and require adequate setbacks of 50 feet or more for buildings for human occupancy, where necessary. Review these maps regularly and update them as needed.

Policy 6.1-10 Encourage the location of residential- structures and public utilities outside of landslide prone areas.

~~Action 6.1-10a: Coordinate with water providers to ensure adequate emergency water supplies are available on both sides of active fault traces in the event of water line failure due to earthquake.~~

Policy 6.1-11 Roads and utility lines crossing fault lines and landslide-prone areas shall include design and construction techniques to minimize the risk of failure.

Action 6.1-11a: Develop a Utilities Resilience Program that examines all existing utility lines that cross active fault traces to determine their ability to survive fault movement and the necessary modifications to withstand anticipated movement.

Action 6.1-11b: Equip utility lines that cross active fault traces with shut-off devices and flexible materials, using the best-available technology.

Action 6.1-11c: Coordinate with water providers to ensure adequate emergency water supplies are available on both sides of active fault traces in the event of water line failure due to earthquake or landslide.

Policy 6.1-121 Support erosion prevention of hillside areas at risk of landslide, as identified in

Figure 6-41, *Landslide Susceptibility*, by revegetation or other acceptable through slope stabilization methods.

Policy 6.1-13 In areas of high potential for landslides, avoid alteration of the land or hydrology that is likely to increase the hazard potential, including:

- Saturation due to drainage or septic systems;
- Removal of vegetative cover; or
- Steepening of slopes or undercutting the base of a slope.

GOAL 6.2 Protect the community from risks to life and property posed by flooding.

Inland FloodingFlood Hazards and Watershed Management

Policy 6.2-1 Continue to pursue and implement flood control programs that reduce flood vulnerabilities hazards, such as the City's Grading Ordinance and, Flood Plain Management Ordinance, and and guidance from OneShoreline.

Policy 6.2-2 Cooperate Collaborate and coordinate with federal, State, regional, and local jurisdictions and agencies involved in the mitigation of flood hazards from dam inundation, onshore precipitation, and coastal flooding and inundation, including consideration of projected sea level rise, sea level rise, and major flood events.

Policy 6.2-3 Comply with Federal Emergency Management Agency (FEMA) requirements to regularly update and maintain the Floodplain Management Regulations outlined in the municipal code, which identify flood hazard areas and control development within these areas in order for residents to qualify for federal flood insurance.

Action 6.2-3a: Review flood hazard policies and maps in this General Plan and Municipal Code when updating the Safety Element or as needed, and incorporate best-available information regarding 100-, 200-, and 500-year floodplains and projected sea level rise due to climate change. Include information from FEMA, BCDC, OneShoreline, the State Department of Water Resources, and other sources as appropriate.

Policy 6.2-4 Increase rating in FEMA's National Flood Insurance Program (NFIP) Community Rating System (CRS) by expanding and revising comprehensive floodplain management practices.

Policy 6.2-5 Periodically review maps prepared by FEMA, BCDC, OneShoreline, and the State Department of Water Resources to identify changes in mapping of areas subject to flooding and amend the General Plan and or Municipal Code as warranted.

Policy 6.2-5 Continue to collaborate with regional stakeholders and agencies to identify develop and implement a long-term approach strategies to that address reduce ongoing flooding issuesrisks, improve creek function, and ensure sustainable maintenance, and creek improvements forof Belmont Creek, particularly in the vulnerable lower portions of the creek. *See also Policy 5.4-1 in the Conservation Element.*

Action 6.2-5a: In partnership Partners with OneShoreline, San Mateo County, and the City of San Carlos, Caltrans, and Caltrain to implement the Belmont Creek Watershed Management Plan, including prioritization of multi-benefit flood management projects, habitat restoration opportunities, and long-term maintenance responsibilities.

Community Preparedness and Equity

Policy 6.2-6 Partner with Community-Based Organizations and OneShoreline to identify financial assistance options for low-resourced households to harden homes against flooding.

Policy 6.2-7 Co-create flooding preparation and response action plans with community members to complement technical expertise with local knowledge.

Action 6.2-7a: Partner with Community-Based OrganizationsCBOs such as Climate Resilient Communities to establish a working group and process to create flooding preparation and response plans with community members.

Policy 6.2-8 6Educate residents and property owners on how to reduce risk from flooding and

the benefits of ~~-~~flood insurance for households in areas with increasing flood risk.

Development, Critical Facilities and Infrastructure, and Dam Safety

Policy 6.2-9 Ensure that~~Require all proposed~~ drainage facilities ~~to~~ are designed and ~~comply with the city's storm drainage facility requirements to ensure they are~~ properly sized~~ to h~~for to accommodate~~andle~~ current and future 100-year flood conditions as climate conditions change over time.

Action 6.2-9~~a~~a: Maintain and regularly update the Storm Drain Master Plan to incorporate updated information and verify assumptions based on changing climatic conditions.

Policy 6.2-10 Support ongoing maintenance and improvement of the City's storm drainage system ~~Seek~~ to reduce flood~~ing~~ vulnerabilities ~~hazards by continuing to implement improvements and upgrades to~~over time ~~the storm drainage system~~. *See also Goal 5.9 and Policy 5.9-1 in the Conservation Element.*

Policy 6.2-11 Encourage the incorporation~~Increase the amount~~ ~~-~~of landscaped area and permeable surfaces in the design of public ~~and private~~ projects to improve stormwater infiltration and reduce runoff~~drainage~~.

Policy 6.2-12 Explore opportunities to amend the zoning code to incorporate green infrastructure into private development standards to promote on-site stormwater management and reduce impervious surface coverage.

Policy 6.2-13 Require ~~hardening against flooding for~~ new buildings in flood hazard areas ~~designated a 100-year and 500-year floodplai~~to incorporate flood resilient design.

Policy 6.2-14 Require installation of protective structures or other design measures, prioritizing nature-based or hybrid solutions combining grey and green infrastructure elements, to protect proposed and existing building and development sites from the effects of flooding in 100-year and 500-year Flood Zones and areas with projected sea level rise.

Green Infrastructure: Green infrastructure is infrastructure that uses plant or soil systems, permeable surfaces, landscaping, and similar systems to store stormwater, allow it to infiltrate into the ground, and reduce runoff and flows into storm sewers.

Policy 6.2-15 Protect or relocate underground utility infrastructure that is located in areas prone to flooding.

Action 6.2-15a: Conduct a study of existing utility infrastructure that is in existing and projected flood-prone areas to determine and prioritize which need hardening and which would benefit from relocation.

Policy 6.2-16~~2~~ Coordinate with Caltrain to improve drainage adjacent to and beneath rail tracks ~~or elevate tracks.~~

Policy 6.2-17 Comply with all requirements of the California Department of Water Resources' Division of Safety of Dams to ensure adequate flood control for Notre Dame Dam.

Action 6.2-17a ~~6.2-7a~~: Update Notre Dame Dam's emergency action plan and adopt an evacuation plan for the area below the dam that could be subject to flooding in the event of dam failure.

Action 6.2-17~~3~~b ~~6.2-7b~~: Study and implement, as necessary, improvements that are needed for Notre Dame Dam that could prevent dam failure.

~~Policy 6.2-10 Continue to comply with the Municipal Regional Stormwater Permit requirements for municipal authorities to address water quality and flow-related impacts of stormwater runoff; continue~~

Policy 6.2-18~~80~~ Continue to comply with the Municipal Regional Stormwater Permit requirements for municipal authorities to address water quality and flow-related impacts of stormwater runoff; and continue to participate in the San Mateo Countywide Water Pollution Prevention Program

~~Policy 6.2-19191 Continue to enforce NPDES permits in Belmont; and continue to~~

~~participate in the San Mateo Countywide Water Pollution Prevention Program.~~

~~Policy 6.2-11 Comply with Section 402(p) of the federal Clean Water Act, as amended by the Water Quality Act of 1987, which requires NPDES permits for stormwater discharges from municipal storm sewer systems, stormwater discharges associated with industrial activity (including construction activities), and designated stormwater discharges.~~

Policy 6.2-19~~0 12~~ Site critical public facilities, including hospital and healthcare facilities; emergency shelters; police and fire stations; and emergency communications facilities outside of the 100-year Flood Zones and areas prone to sea level rise and emergent groundwater to the extent feasible. In circumstances ~~that are~~where this is infeasible, require site design and mitigation measures~~efforts~~ that address flood risk.

Policy 6.2-20~~2~~14 Support and implement the City's Lo~~v~~cal Hazard Mitigation Plan and Climate Action Plan's adaptation strategies and measures that promote resiliency to sea level rise and increased flooding as a result of climate change. *See also Policy 5.11.-3 in the Conservation Element.*

Sea Level Rise

Policy 6.2-~~5~~ 2~~1~~3 Working with the Office of Emergency Services and in partnership with San Mateo County, the Bay Conservation and Development Commission (BCDC), OneShoreline, and neighboring jurisdictions, develop a strategy for addressing sea level rise and its impacts on affected land within Belmont.

Action 6.2-24~~1~~3a: In coordination with OneShoreline, develop a Belmont Sea Level Rise Adaptation Plan consistent with Senate Bill 272 requirements to develop a clearly defined and locally supported suite of adaptation strategies for projected sea level rise, compound flooding. emergent groundwater, and coastal erosion. This p~~P~~lan should expand the understanding of sea level rise risks to Belmont, communicate these risks to the public, prioritize vulnerabilities, and develop implementable adaptation strategies and pathways that pair~~s~~ updated land use policies, zoning and building code revisions, improved data collection/monitoring, and built and natural infrastructure project planning. For any infrastructure project measures, the p~~P~~lan should include specific recommendations to plan, fund, design, and construct such measures and discuss opportunities for regional collaboration and coordination with OneShoreline and other jurisdictions within the same Operational Landscape Unit as set forth by the San Francisco Bay Shoreline Adaptation Atlas.

Policy 6.2-22 Working with the Office of Emergency Services and in partnership with ~~San Mateo County~~OneShoreline, regularly review and update the City's sea level rise mitigation approach to incorporate revised predictions and best practices. ~~develop a strategy for addressing sea level rise and its impacts on affected land within Belmont. Utilize the San Mateo County Local Hazard Mitigation Plan update and implementation efforts to map and assess risk and develop appropriate mitigation.~~

Policy 6.2-23 Integrate planning for sea level rise and resulting emergent groundwater into all relevant City processes related to development, including specific plans, zoning ordinance updates, and City entitlement of new development, and Capital Improvement Projects.

Action 6.2-23a: Establish an interdepartmental sea level rise working group to review and revise as necessary City planning processes and development standards to incorporate the latest sea level rise projections.

Action 6.2-23b: Collaborate with OneShoreline to evaluate~~,~~ and amend, if necessary, the City's building code, zoning ordinance, and other development standards to ensure that new and/or substantial construction adequately incorporate major storms, sea level rise, emergent groundwater, and other climate impacts into siting and design. Regularly review (at least every six years, consistent with every other building code cycle) and update the building code, zoning ordinance, and development standards to align with best practices.

Policy 6.2-24~~5~~ Require planning and design of new buildings in sea level rise hazard areas to address projected sea levels for the life of the project.

Action 6.2-2645a: Develop a policy and process to analyze and plan public capital projects vulnerable to sea level rise, and emergent groundwater as shown in Figures 6-7 and 6-8XX, over the life of the project. For projects proposed in these areas, prepare and incorporate Evaluate an Adaptation Pathway for capital projects based on project lifespan, vulnerability to damage and closure during a storm event, and risk of costly repairs and impact of disruption of public services.

Action 6.2-2455b: Develop standards or guidelines for private development projects proposed within sea level rise and emergent groundwater hazard areas, as shown in Figures 6-7 and 6-8. These may include potential amendments to the zoning code or development standards to evaluate flood vulnerability over the anticipated life of the project, such as requirements or incentives for adaptive design measures.

Adaptation PathwayGreen Infrastructure: Green infrastructure is infrastructure that uses plant or soil systems, permeable surfaces, landscaping, and similar systems to store stormwater, allow it to infiltrate into the ground, and reduce runoff and flows into storm sewersA planning approach that defines a sequence of adaptation actions that are triggered by observable events and impacts over time to achieve defined objectives under changing conditions, rather than committing to a single fixed solution upfront .

Policy 6.2-256 Prioritize the use of natural infrastructure to address reduce the risks of coastal hazards, including the protection, restoration, and expansion of existing coastal habitats, consistent with the Conservation Element habitat conservation policies. Evaluate the use or restoration of natural features and ecosystem processes in shoreline infrastructure projects, – such as salt marshes, –and incorporate these features to the greatest extent feasible to conserve ecosystem values and functions, which benefit people and wildlife.

Policy 6.2-267Prepare stormwater systems for projected sea level rise to ensure safe conveyance, treatment, and management of stormwater as sea level and groundwaters rise, flooding increases, and rainfall change over time.

Action 6.2-267a: Amend the Floodplain Management Regulations of the municipal code to apply to areas subject to sea level rise and emergent groundwater under at least a medium-high risk aversion scenario by 2100.

Policy 6.2-278 Explore requiring new public and private development in areas prone to sea level rise or emergent groundwater areas, as shown in Figure 6-7XX and Figure 6-8 XX to:

- Have a minimum lowest floor elevation of 4 feet above the current base flood elevation and elevate critical equipment.
- Maximize the use of natural infrastructure for flood resilience (i.e., wetland restoration, green stormwater infrastructure, flood-plain restoration, and open space protection) before considering hardened structures.
- Assess and plan for future flood and erosion conditions for the life of the project.
- Contribute to regional shoreline infrastructure funds.
- Assess how risks of liquefaction, slope instability, erosion, sea level rise, and groundwater rise may compound each other and design accordingly or avoid development in areas where risk is too great.
- If located on a contaminated site, account for impacts of rising shallow groundwater on contaminant mobilization in project design and all steps of the site remediation process, in coordination with the relevant agencies responsible for the

remediation plan for the site.

Action 6.2-27~~8~~a: Develop and periodically adjust development and infrastructure design standards to address asset-specific vulnerabilities associated with future flooding, sea level rise, and shallow groundwater rise.

Policy 6.2-28~~29~~ Develop a Buffer Zone of at least 100 feet from the San Francisco Bay shoreline to provide space to accommodate and maintain built and natural infrastructure for flood protection, habitat restoration, and public access.

Policy 6.2-29~~0~~ When planning for sea level rise, coordinate efforts across the various sectors of local government, community-based organizations, and private businesses located in areas subject to sea level rise.

Policy 6.2-30~~1~~ Consider managed retreat as a tool to protect communities and infrastructure from harm due to sea level rise and emergent groundwater.

Action 6.2-30~~1~~a: Explore ways to educate community members about managed retreat in response to sea level rise and associated emergent groundwater.

Emergent Groundwater

Policy 6.2-31~~2~~ Require new buildings in emergent groundwater areas, as identified on Figure 6-8, to assess the vulnerability to shallow groundwater rise through a geotechnical investigation and incorporate project measures to monitor and reduce seasonal and permanent impacts, including buoyancy, seepage, infiltration, liquefaction, corrosion, and contaminant mobilization hazards.

Action 6.2-31~~2~~a: Work with OneShoreline and adjacent jurisdictions as appropriate to incorporate regionally coordinated adaptation strategies for shallow groundwater rise into the City's Sea Level Rise Adaptation Plan, General Plan, Capital Improvement Plan, and Municipal Code. Adaptation strategies can include updated land use policies, building code revisions, infrastructure investments, better monitoring systems, and nature-based solutions.

Action 6.2-31b~~a~~: Establish a list of facilities that use, manufacture, store, or transport hazardous materials that are impacted by projected emergent groundwater and regularly update that list to incorporate the latest emergent groundwater level projections.

Policy 6.2-32 Promote the remediation of hazardous materials sites in areas identified in Figures 6-7 and 6-8 as vulnerable to sea level rise and emergent groundwater. Monitor any environmental justice issues associated with remediation.

GOAL 6.3 Protect soils, surface water, and groundwater from contamination from hazardous materials.

Policy 6.3-1 Facilitate ~~clean up~~clean-up programs at contaminated sites, particularly on properties with the potential to develop or be reused for public purposes.

Policy 6.3-2 Require applicants for development projects in a potentially contaminated location to perform inspection and cleanup if the site is found to be contaminated with hazardous substances.

~~Policy 6.3-3 Require project applicants of potentially contaminated sites to have the~~ The site must be inspected by a registered Environmental Assessor. Reports detailing the results must be submitted for City review, and the level of remediation and cleanup must ~~be in compliance~~comply with federal and State standards.

GOAL 6.4 Continue to promote the reduction, recycling, and safe disposal of household and business hazardous wastes through public education and awareness.

Policy 6.4-1 Continue to support the hazardous waste collection, management, and inspection efforts of San Mateo County, the State, and the Water Resources Control Board.

Policy 6.4-2 Educate residents and businesses about household hazardous wastes, less toxic materials that can be used in place of toxic materials, and proper household and business hazardous waste disposal methods.

GOAL 6.5 Ensure that utilities essential to contemporary life are available and

adequate to meet the demands of the Belmont community while also ensuring the utilities maintain and enhance Belmont's physical diversity, visual qualities, and small-town characteristics.

Policy 6.5-1 ~~Facilitate the upgrading of~~ Work with external utility agencies and companies to upgrade ~~facilities~~ infrastructure and services, including projects to improve utility safety.

Policy 6.5-1-.2 Support the development of infrastructure necessary for improved and emerging technologies that all residents may use and benefit from in Belmont, including communication technologies such as fiber optics.

Policy 6.5-32 Require new development to underground service lines and utilities.~~, and~~

Policy 6.5-4 C~~c~~ontinue to pursue and implement projects to underground existing overhead utility lines.

Action 6.5-4a ~~6.5-2a~~: Develop a list of projects to pursue that could qualify for PG&E's Electric Undergrounding Program under the provisions of the company's Rule 20A.

Action 6.5-4b: Support PG&E in identifying areas for undergrounding utilities to improve energy resilience and reduce the risk of wildfire per Senate Bill 884.

Policy 6.5-53 Facilitate approval of telecommunication utility projects consistent with State and federal law, while ensuring that these projects have minimal negative impacts on the Belmont community.

Action 6.5-5a ~~6.5-3a~~: Continue to d~~D~~etermine and specify which locations in Belmont are preferred locations for telecommunications utilities projects, such as parks or land already used for public utilities.

~~Action 6.5-3b: Update the *Zoning Ordinance* to include new procedures and regulations concerning the approval of telecommunication utilities projects, including wireless communications, cell phone, telephone, Internet, satel-lite, and cable television utilities, to facilitate compliance with State and federal law.~~

~~Action 6.5-3c: The updated procedures and regulations for telecommunication facili-ties projects should include: detailed instructions and clear requirements for what the City considers a complete application for a project; a citywide template for conditions of project approval; definition of ridgelines and vistas that should be protected; requirements for public noticing and hearings, including requirements for the applicant's participation;administrative procedures for City Staff across departments to ensure that applications are processed quickly and efficiently internally; clear sequencing when review is required by multiple bodies; and remedies for ongoing Code violations~~

Policy 6.5-64 Approve new freestanding telecommunication towers only when no feasible alternatives exist.

Policy 6.5-75 Require all new development to be connected to the City's sewer system.

Policy 6.5-86 Continue participation in ~~a Community Choice Aggregation (CCA) program~~Peninsula Clean Energy.

GOAL 6.6 Protect Belmont residents and businesses from potential fire hazards.~~Do~~

Policy 6.6-1 Support efforts by the San Mateo Consolidated Fire Department ~~Belmont Fire Protection District~~ to meet its response time standards throughout Belmont, especially in areas in the ~~Wildland Urban Interface~~fire hazard severity zones.

Policy 6.6-2 Work with the Mid-Peninsula Water District to maintain adequate water supply for firefighting, including capacity for peak load under a reasonable worst case wildland fire scenario, to be determined by the San Mateo Consolidated Fire Department~~Belmont Fire Protection District~~. In evaluating sites for new water storage facilities, place a priority on locations least subject to impacts from seismic activity and landsliding.

Policy 6.6-3 Continue to review development proposals to ensure that they incorporate appropriate fire-mitigation measures, including

adequate provisions for evacuation and access by emergency responders.

Action 6.6-3a: Create a development review checklist consisting of all fire-mitigation and evacuation measures applicable to Belmont properties both in and outside of the fire hazard severity zones.

Policy 6.6-4 Continue the San Mateo Consolidated Fire Department~~Belmont Fire Protection District~~'s participation in plan review of new buildings in ~~h~~High or ~~v~~Very h~~H~~igh fire hazard severity zones~~, and Wildland Urban Interface areas~~potentially fire-prone areas.

Policy 6.6-5 Continue to require a fire prevention inspection of all buildings used as commercial businesses, places of assembly, multi-family residences, and hotels within the ~~Belmont Fire Protection District~~San Mateo Consolidated Fire Department's boundaries.

Policy 6.6-6 Promote and support the San Mateo Consolidated Fire Department's Vegetation Management Program to reduce fire hazards, particularly in areas in the ~~Wildland Urban Interface~~fire hazard severity zones.

Policy 6.6-7 Continue to participate in State and regional efforts to develop a clear legislative and regulatory framework to manage the ~~Wildland Urban Interface~~fire hazard severity zones.

Action 6.6-7a~~ 6.6-7a~~: Maintain consistency with the San Mateo and Santa Clara Unit's Fire Management Plan to reduce wildland fires in both counties.

Policy 6.6-8 Continue to fund public education~~ing~~ efforts~~the public~~, especially those in ~~high-risk~~ fire hazard areas, about local fire hazard prevention programs, including defensible space, home hardening, landscaping with fire-resistant plants between residential and open space areas, weed control, brush control, controlled burns, and placement of trails and roads to serve as firebreaks.

Policy 6.6-98 Work cooperatively with the ~~Belmont Fire Protection District~~San Mateo Consolidated Fire Department to promote public awareness of fire safety and emergency life support.

~~**Policy 6.6-9** Continue to require development located within the VHFHSZ to maintain 100 feet of defensible space consistent with California Government Code section 51182. *See also Policy 2.14-3 in the Land Use Element regarding defensible space.*~~

Policy 6.6-10 ~~Continue to require~~ Require existing and planned development located within the ~~Wildland Urban Interface~~fire hazard severity zones ~~(WUI)~~ to follow the code requirements in Chapter 7A of the California Building Code and require buildings to be constructed of ignition-resistant materials and methods.

Action 6.6-10b: Develop retrofit guidelines for existing properties to understand what improvements may be necessary to comply with the California Fire Code, local ordinances, and best management practices.

Policy 6.6-11 Lessen the risk of wildfire and maintain clear and safe access and evacuation routes in areas of ~~high and very high~~moderate fire hazard severity by continuing to ~~enforce Belmont Municipal Code section 7-401, which classifies nuisances as, in part, overgrown vegetation; dead, decayed, diseased, or hazardous trees, firewood; weeds and other vegetation that may be a fire hazard.~~ enforce Belmont Municipal Code Article XI: Property Maintenance and Abatement of Property Nuisances to abate a declared nuisance that may be a fire hazard.

Action 6.6-11a: Design and ensure all private roads are maintained to permit unrestricted emergency equipment and personnel access in compliance with the California Fire Code, and local ordinances.

Policy 6.6-12 Continue to offer community programs that bolster home hardening against fire risk, including the annual chipping program to establish and maintain defensible space.

Policy 6.6-13 Coordinate with the San Mateo Consolidated Fire Department on the need for additional fire safe design regulations for the developed, populated areas of the c~~C~~ity.

Policy 6.6-14 Collaborate with the San Mateo Consolidated Fire Department to ensure fire service capabilities are maintained and enhanced through proactive maintenance of fire equipment and training of fire personnel.

Policy 6.6-15 Ensure adequate public resources are available ~~in all areas of the City~~ to respond to health, fire, and police emergencies in all areas of the city.

GOAL 6.7 Foster an efficient and coordinated response to emergencies and natural disasters.

Policy 6.7-1 Incorporate the San Mateo Multi-jurisdictional Local Hazard Mitigation Plan, as approved by the Federal Emergency Management Agency, into this Safety Element by reference, as permitted by California Government Code Section 65302.6.

Policy 6.7-2 Continue to monitor changes in the Federal Disaster Act and applicable State laws, keep City officials and residents aware of the impacts of these changes, and update as necessary the City's Emergency Response Plan, which provides adequate response to disasters, including emergency ingress and egress, and defines the expected roles of City, County, and regional agencies.

Action 6.7-2a: Maintain and regularly update the City's Emergency Response Plan.

Policy 6.7-3 Update City codes and ordinances dealing with public safety and emergency preparedness and relief to comply with State law and reflect the latest information on hazards and mitigation strategies.

Action 6.7-3a: Update the City's Municipal Code – Chapter 8, Civil Defense and Disaster Relief as needed.

Action 6.7-3b: Update the City's Fire Ordinance to comply with State law as needed.

Policy 6.7-4 Continue to upgrade preparedness strategies and techniques in all departments so as to be prepared when a disaster, either natural or human-made, occurs.

~~Policy 6.7-5 Develop effective mechanisms for a coordinated response to natural and man-made emergencies by:~~

Policy 6.7-5 Conduct~~ing~~ regular emergency planning meetings and disaster preparedness exercises with City departments, the Fire ~~District~~Department, the County, medical centers, and other emergency service providers and relevant public agencies.~~;~~

Policy 6.7-6 Hold~~ing~~ emergency drills that require all City staff to be adequately trained to handle different kinds of emergency scenarios.~~; and,~~

Policy 6.7-7 Coordinate~~ing~~ with the County on regional emergency communications.

Policy 6.7-8~~6~~ Work with the Mid-Peninsula Water District to ensure that it has a plan and infrastructure for providing adequate water service and storage, including peak load water supply requirements, during and immediately after an emergency, including a major seismic event.

Policy 6.7-9~~7~~ Require companies providing public utilities in Belmont to have plans for reestablishing service in the event of a major seismic event or other natural disaster.

Action 6.7-9~~7~~a: Work with the San Mateo Consolidated Fire Department~~Belmont Fire Protection District~~ to establish a plan for addressing redevelopment after a large fire.

Policy 6.7-10~~8~~ ~~Do not l~~Locate structures necessary for the protection of the public's health and safety, public assembly, or emergency services outside of~~in~~ identified hazard~~ous~~ areas (see Figures 6-1 through 6-8 and Figure 6-12), ~~unless no reasonable alternative exists.~~as feasible.

Policy 6.7-11~~9~~ Ensure critical use facilities that are important to protect health and safety in the community remain operational during an emergency.

Action 6.7-11a: Install emergency power supplies at City-owned and -operated critical facilities.

Policy 6.7-12 Coordinate with surrounding jurisdictions, school districts, recreation and park districts, and community-based organizations to ensure adequate and equitably located emergency shelters, community resilience centers, and alternate care sites are available when natural disasters and other highly hazardous conditions occur.

Policy 6.7-13 Ensure the designs for new and significantly renovated community-oriented City

facilities allow for flexible uses and support multiple community purposes, including being used as community resilience centers.

Policy 6.7-14 Increase resilience of City-owned facilities by designing and renovating City facilities to incorporate renewable energy generation systems, battery energy storage systems, energy-efficient design and features, and other sustainability features as feasible.

Policy 6.7-15 Explore secondary means of ingress and egress for existing development via fire roads, trails, easement, or other infrastructure in areas with evacuation constraints in hazard-prone areas, as shown in Figure 6-12~~X~~.

Action 6.7-15a: Evaluate and catalogue all secondary means of ingress and egress for existing development.

Policy 6.7-16 Coordinate with transit agencies and other transit fleet providers, school districts, community service organizations, and faith-based organizations to assist with evacuation efforts, ensuring evacuation services are available to vulnerable populations, including those with limited English proficiency, limited mobility, or limited access to transportation, communication, and other lifeline resources and services.

Action 6.7-16a: Work with transit, dial-a-ride, and paratransit services to provide transit services to and from resilience centers for older adults and people with disabilities in the community.

Policy 6.7-17 Collaborate with surrounding jurisdictions and Caltrans to ensure the adequacy and readiness of potential evacuation routes serving the city, including identifying and conducting ongoing maintenance and improvements to existing roads to support safe evacuations, as needed.

Action 6.7-17a: Identify opportunities to preserve and enhance evacuation route infrastructure preparedness as part of regular maintenance activities.

Policy 6.7-18 Maintain potential evacuation routes to ensure adequate capacity, safety, and viability of those routes in the event of an emergency.

Action 6.7-18a: Develop or update emergency evacuation traffic signal timing plans for all signals on potential evacuation routes, prioritizing outbound traffic flow while maintaining access for emergency vehicles through traffic signal pre-emption.

Action 6.7-18b: Provide back-up power systems for all City-owned traffic signals on potential evacuation routes.

Action 6.7-18c: Designate corridors where temporary evacuation capacity can be created through manual traffic direction to optimize traffic flow, including use of available parking lanes, shoulders, and bikeways for traffic while ensuring emergency responder access is maintained.

Policy 6.7-19 Retrofit and maintain City-owned roadways as needed to meet the current California Fire Code and encourage private property owners to do the same, to the extent feasible and given the absence of other site constraints.

Policy 6.7-20 In coordination with the San Mateo Consolidated Fire Department, support and encourage participation in Community Emergency Response Team (CERT) training available to residents and members of the business community to increase disaster awareness and emergency response capability.

Policy 6.7-21: Establish a post-disaster recovery strategy that focuses on community resilience, environmental sustainability, and an evaluation for redevelopment potential following a major disaster.

GOAL 6.8 Provide a comprehensive program of safety services including police, fire, and medical response in Belmont.

Policy 6.8-1 Continue to respond without delay to all calls for police assistance as soon as possible consistent with normal safety precautions and vehicle laws.

Action 6.8-1a: ~~Policy 6.8-1.2~~ Establish and periodically review procedures and response times to ensure equitable service across the community.

Action 6.8-1b~~a~~: Establish and strive to achieve response time and service ratio standards for the Police Department.

Policy 6.8-2 Continue to respond without delay to all calls for fire and emergency medical assistance as soon as possible consistent with normal safety precautions and vehicle laws.

~~Policy 6.8-2~~ Action 6.8-2a: Periodically review procedures and response times to ensure equitable service across the district.

Policy 6.8-3 Periodically evaluate police and fire services to ensure that the City is providing adequate protection in an efficient, cost-effective manner.

Action 6.8-3a: Maintain inter-jurisdictional cooperation and coordination, including mutual-aid agreements with fire protection and suppression agencies in San Mateo County.

Policy 6.8-4 Continue to partner with schools and youth organizations to conduct outreach and develop conflict resolution and form proactive and creative community partnerships to enhance public safety.

Policy 6.8-5 Continue to coordinate with the emergency service and medical service providers to ensure preparedness and provide emergency response.

Action 6.8-5a: Ensure annual budgeting cycles account for current and future emergency service needs.

GOAL 6.9 Support continuing public awareness of hazards, including avoidance, disaster preparedness, and emergency response procedures.

Policy 6.9-1 Initiate periodic public information programs that explain the City's emergency preparedness programs, including the emergency communications system, evacuation routes, the importance of defensible space, the Community Emergency Response Teams, and shelter locations.

Action 6.9-1a: Publicize areas at risk of local hazards, emergency preparedness programs, evacuation planning resources, and other efforts to promote resident awareness and caution regarding hazards, including soil instability, earthquakes, flooding, and fire.

Policy 6.9-2 Promote programs to educate the public concerning the nature of earthquake, fire, and flood hazards in Belmont and measures that individuals can take to reduce risk.

Policy 6.9-3 Encourage school districts, agencies, and organizations that work with vulnerable populations, such as seniors, to develop and carry out education programs on disaster preparedness and response needs.

Policy 6.9-4 Encourage the installation of emergency power supplies, including solar panels and battery energy storage systems, for residential and nonresidential properties.

Action 6.9-4a: Identify residents whose health and safety may be most severely impacted by power outages and provide support and assistance in obtaining backup power supplies and other safety resources.

Policy 6.9-5 Ensure emergency alert systems provide community members with alerts about upcoming or current emergency events in languages and formats accessible to the entire community.

Policy 6.9-6 Establish early warning and evacuation systems for hillside residents to evacuate prior to heavy rains that may lead to landslides and debris flows.

Policy 6.9-7 Ensure that communication, education, and information materials on short-term recovery activities are available to all residents with a focus on accessibility for vulnerable populations.

Action 6.9-7a: Conduct educational campaigns in multiple languages and offer residents information on ways to protect their property and preserve personal health and safety from various hazards, and on available incentives and other financial resources.

Policy 6.9-8 Explore joining regional efforts with other jurisdictions and local community-based organizations to preserve and improve the cost and quality of property insurance for property owners and encourage participation in rental insurance for renters.

GOAL 6.10 Make infrastructure investments, enforce regulations, and disseminate information that will improve disaster response and recovery,

with the goal of minimizing damage to people and property.

Policy 6.10-1 Ensure that new roadways are developed in accordance with standards in the Municipal Code (Sec. 7-11) requiring all-weather access prior to the issuance of building permits. In all new development~~,~~ require adequate access to be provided for emergency vehicles, including adequate widths, turning radii, hard standing areas, and vertical clearance; also require home addresses and street signage to be visible.

GOAL 6.11: Enhance community resilience to extreme heat through environmentally sustainable practices and equitable cooling strategies.

Policy 6.11-1 Promote the use of drought-tolerant green infrastructure, including permeable surfaces, bioswales, and an increase in trees and vegetation, as part of cooling strategies in public and private spaces. Prioritize installation of green infrastructure and planting trees in areas most vulnerable to heat.

Policy 6.11-2 Preserve the health of the existing urban tree canopy to reduce the risk of downed trees during severe weather and to lessen the impacts of extreme heat.

Policy 6.11-3 Expand the urban tree canopy to reduce the impacts of extreme heat.

Action 6.11-3a: Develop an urban greening plan to enhance public places and open spaces throughout the community.

Policy 6.11-4 Expand tree-planting programs, prioritizing areas with limited shade coverage, to increase shade coverage and reduce the urban heat island effect. Ensure community participation in the selection of tree species and planting locations to address local needs.

Policy 6.11-5 Install shade structures, both green and built infrastructure, at public facilities, including parks and along public streets and trails, to reduce ground surface temperatures. Encourage the installation of shade structures at facilities managed by other agencies, including schools and bus stops.

~~Policy~~Action 6.11-5a: Develop and implement an extreme heat response plan for the city in collaboration with community partners, residents, and neighboring jurisdictions. The plan will include the establishment of community cooling centers, weatherization of public buildings to enhance heat resilience, temperature thresholds for activating cooling centers, and targeted cooling strategies to protect outdoor workers and individuals experiencing homelessness.

Policy 6.11-6 Encourage developers of new properties and existing property owners to incorporate energy-efficient and environmentally regenerative features into their facilities to reduce energy demands and improve on-site resilience to extreme heat and severe weather. Support financing efforts to increase community access to these features.

Policy 6.11-7 Develop and implement public outreach campaigns to educate residents about the risks of extreme heat, effective heat-mitigation strategies, and available resources during heat events.

Action 6.11-7a: Perform targeted multi-lingual outreach regarding heat advisories, techniques for staying cool on high heat days, and local programs providing heat assistance.

Action 6.11-7b: Establish a temperature threshold that triggers citywide notification and coordination for opening designated cooling centers, and ensure timely public communication to inform residents of activation, locations, and available services.

Policy 6.11-8 Explore opportunities to develop mobile providers of water, backup power, and medical supplies that can be deployed to vulnerable communities during high heat events, power outages, and other emergencies.

Policy 6.11-9 Pursue partnerships and funding opportunities with regional, State, and federal agencies, as well as private and nonprofit sectors, to implement heat mitigation and resilience strategies effectively.

Action 6.11-9a: Use heat vulnerability mapping to identify and prioritize areas and populations most at risk. Collaborate with public health agencies, local governments, and community organizations to update these assessments periodically.

ENDNOTES

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5 Conservation Element

Photo Credit: Flickr, Marc Smith

Belmont's open spaces are part of the larger regional network of open space on the San Francisco Peninsula. Open space in Belmont is protected for the preservation of natural resources and for public health and safety, among other purposes.

5.1 INTRODUCTION

The Conservation Element establishes goals, policies, and actions for the conservation of natural resources in Belmont. This element addresses open space resources, including hillsides; biological resources; hydrology, water quality, and water supply and demand; wastewater, solid waste, and stormwater management; air quality and climate change; and cultural and archaeological resources.

RELATIONSHIP TO STATE LAW

A Conservation Element for the conservation, development, and utilization of natural resources, including water, forests, soils, rivers, wildlife, minerals, and other natural resources is required to be included in a General Plan by State law (California Government Code Section 65302(d)). The Conservation Element must consider the effect of development within the jurisdiction, as described in the Land Use Element, on natural resources ~~located~~ on public lands.

RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS

The Conservation Element includes open space for preservation of natural resources and open space for public health and safety, and it bears a strong relationship to the Parks, Recreation, and Open Space Element, which addresses open space for outdoor recreation. The Conservation Element also relates to the Safety Element, as many of the open spaces for public health and ecological benefits incorporate areas of increased risk from geological, seismic, and hydrological hazards. Additionally, the discussion of water, wastewater, and solid waste facilities is closely related to the buildout projected through the General Plan planning horizon in the Land Use Element.

RELATIONSHIP TO COMMUNITY VISION

This Element provides goals and policies that support the "natural beauty" values in the Belmont Community Vision:

Natural Beauty

- We choose to make our home among these beautiful hills, trees, parks, views, and open spaces.
- Our natural surroundings inspire us to play, create, and contemplate.
- Our actions today preserve and enhance Belmont's beauty to make it even lovelier for future generations.
- Our wooded residential areas are diverse, peaceful, and well maintained.

5.2 OPEN SPACE RESOURCES

NATURAL RESOURCES OPEN SPACE

Belmont's extensive open spaces are part of the regional open space network on the San Francisco Peninsula. Notable landmarks in the city include San Juan Hills, Western Hills, Water Dog Lake, and Belmont Creek. The watershed for the San Francisco Public Utility District is located to the west of Belmont, and Sugarloaf Mountain is located to the north. These connected open spaces are valuable because they provide travel corridors for wildlife and increase wildlife population diversity. They also play important roles in stormwater management, ecological functions, and other environmental conservation efforts.

While the extensive natural open space system provides numerous benefits for the Belmont community, it also brings challenges. Human safety and recreation opportunities must be balanced with maintaining the proper functioning of natural systems. For instance, the City has to manage invasive species, reduce fire hazards, and maintain trails as part of the effort to preserve and maintain the open spaces. The habitats of the natural resources open spaces found in Belmont are briefly described below and discussed in more detail in the General Plan Environmental Impact Report (EIR).

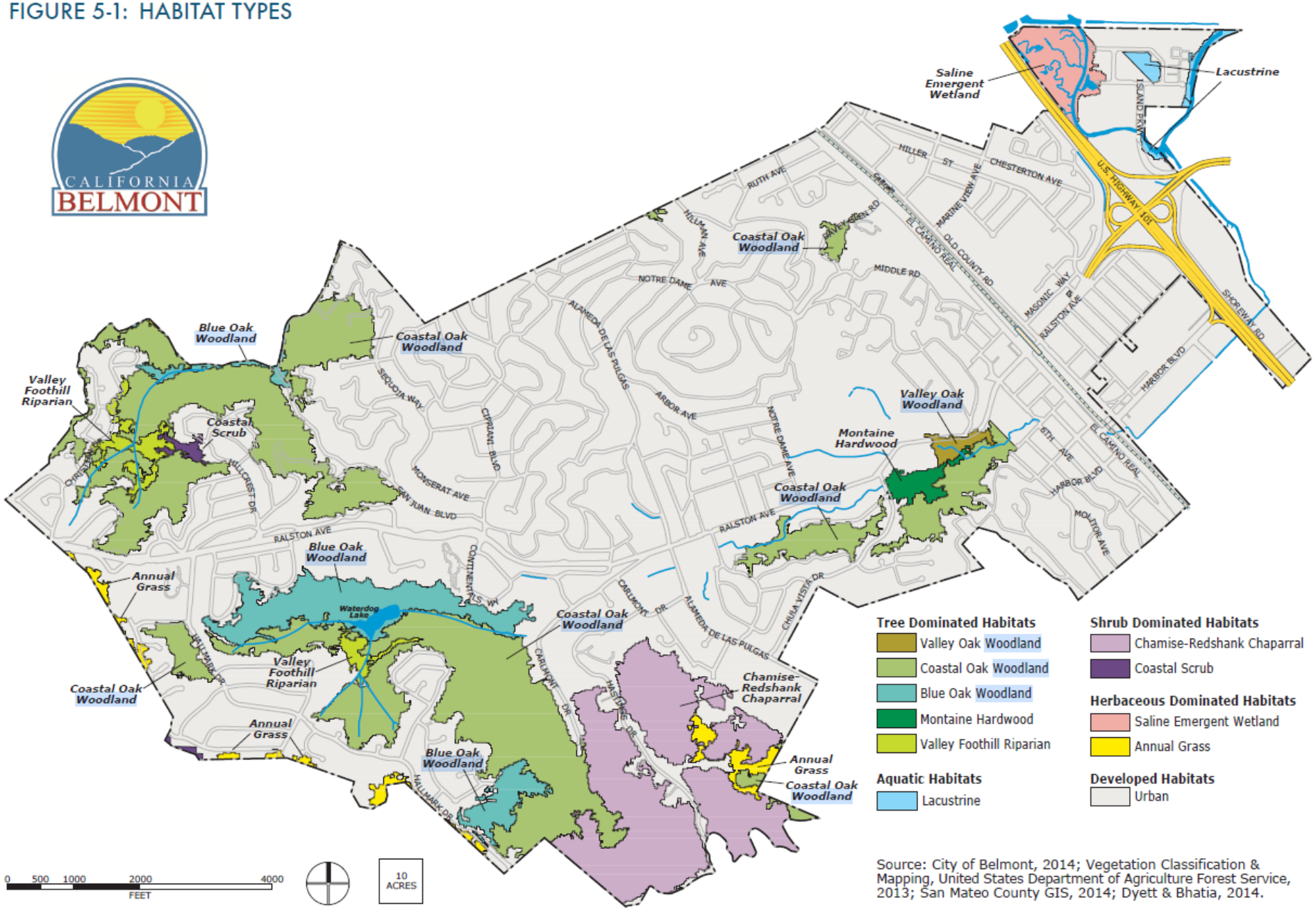
Natural Open Space Habitats in Belmont

Shown in Figure 5-1, the natural open space habitats in Belmont vary widely, from tree- and shrub-dominated habitats in the western hills to herbaceous-dominated habitats and aquatic habitats in eastern Belmont. The tree-dominated habitats include Valley Oak Woodland, Valley Foothill Riparian, Coastal Oak Woodland, Montaine Hardwood, and Blue Oak Woodland. Shrub-dominated habitats are found mostly in the southwestern area of Belmont and include Chamise- Redshank Chaparral and Coastal Scrub. Herbaceous-dominated habitats include Saline Emergent Wetland near the O'Neill Slough and Annual Grass in the far western hills. The vegetation classifications for these areas are shown on Figure 5-2.

Wetland habitats are found in a few areas in eastern Belmont, as shown in Figure 5-3. The O'Neill Slough is an estuarine and marine wetland, and there are also estuarine and marine deepwater wetlands in various places in eastern Belmont, including near the ~~US~~ Highway 101 ramps. Hillside drainages also create seasonal creeks. Wetlands are considered sensitive natural communities by several resource agencies and are given special consideration.

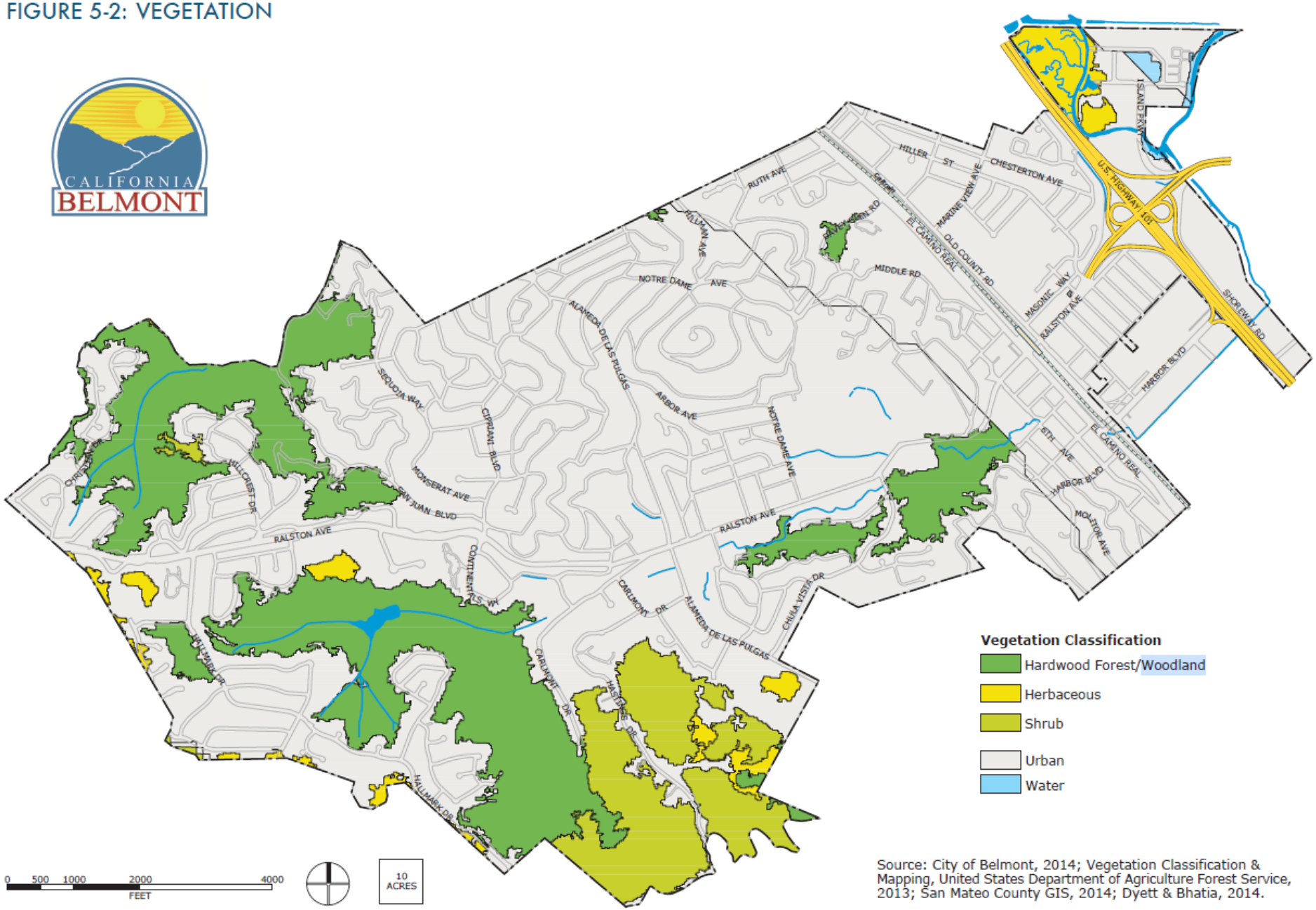
The Conservation Element prioritizes preservation of natural beauty and wildlife habitats.

FIGURE 5-1: HABITAT TYPES



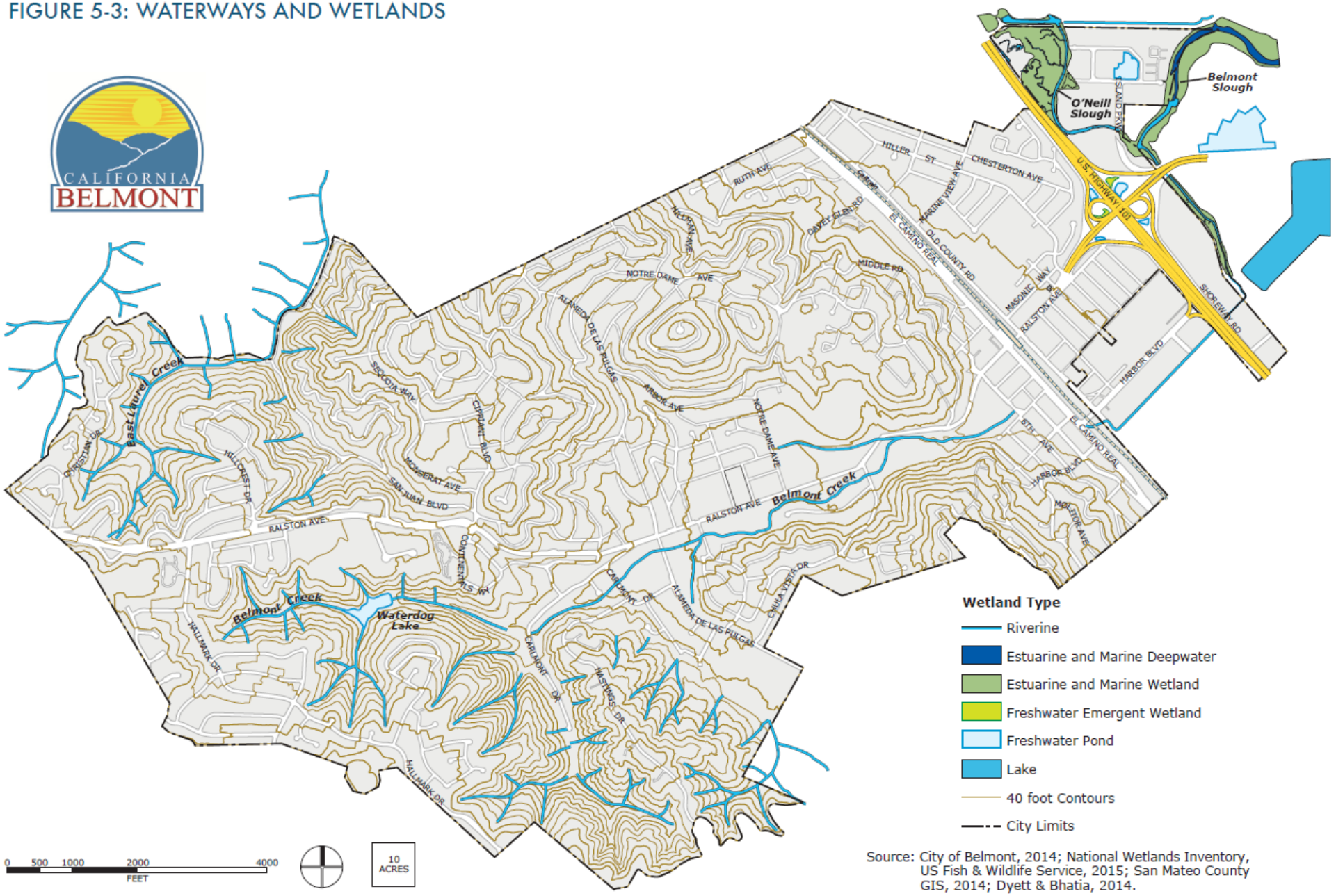
Source: City of Belmont, 2014; Vegetation Classification & Mapping, United States Department of Agriculture Forest Service, 2013; San Mateo County GIS, 2014; Dyett & Bhatia, 2014.

FIGURE 5-2: VEGETATION



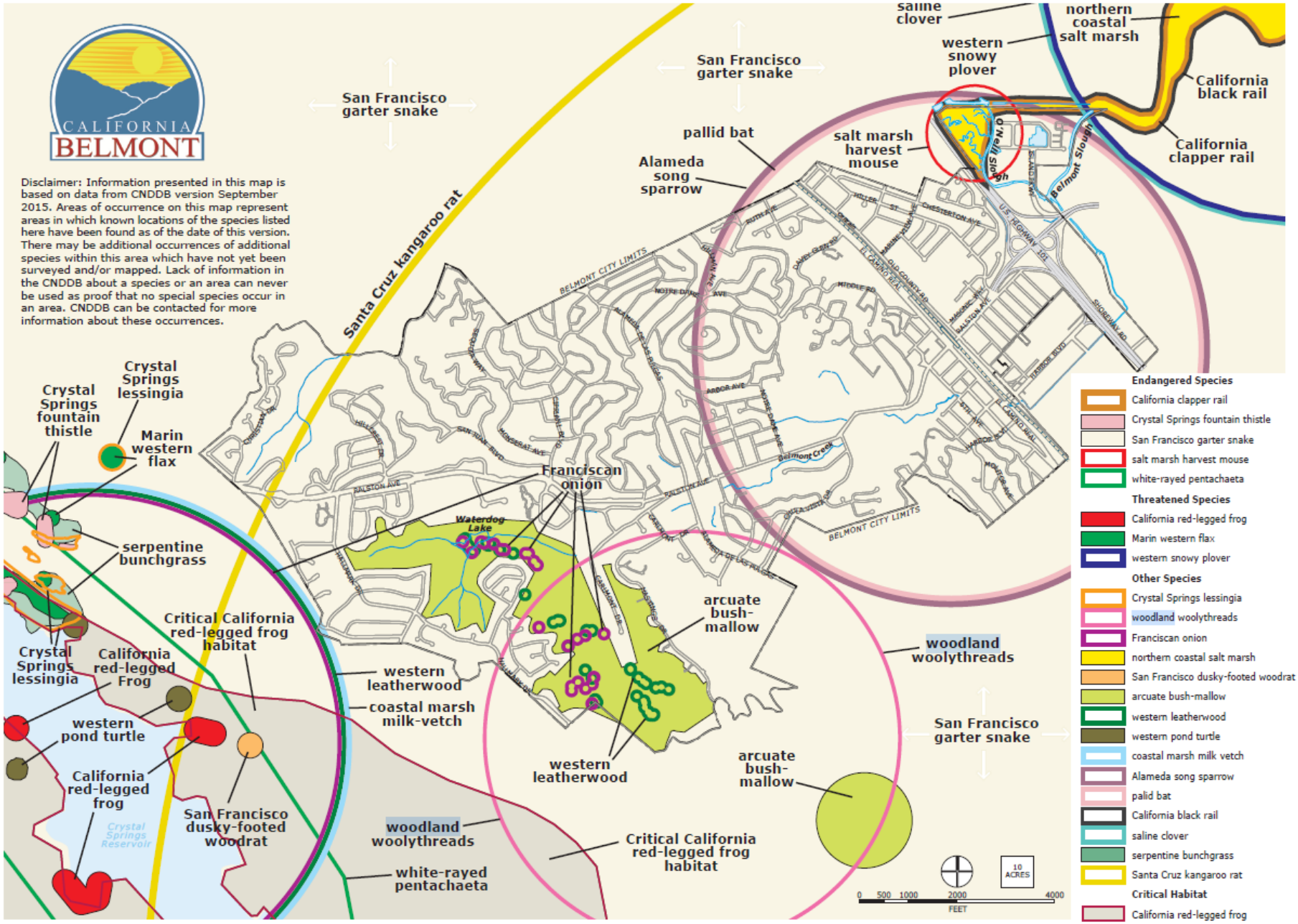
Source: City of Belmont, 2014; Vegetation Classification & Mapping, United States Department of Agriculture Forest Service, 2013; San Mateo County GIS, 2014; Dyett & Bhatia, 2014.

FIGURE 5-3: WATERWAYS AND WETLANDS



Source: City of Belmont, 2014; National Wetlands Inventory, US Fish & Wildlife Service, 2015; San Mateo County GIS, 2014; Dyett & Bhatia, 2014.

FIGURE 5-4: BIOLOGICAL RESOURCES–SPECIAL STATUS SPECIES



Source: City of Belmont, 2014; California Natural Diversity Database (CNDDB) 2015; San Mateo County GIS, 2014, Dyett& Bhatia, 2015.

Photo Credit: Flickr, Robert Gourley

Some of Belmont's steepest hillsides are preserved as open space.

Critical Habitat Area Near Belmont

Critical habitat areas are for species listed under the Federal Endangered Species Act. These areas contain features that are essential for the conservation of the species and may require special management and protection. While Belmont does not have any critical habitat areas identified at this time, critical habitat for the California red-legged frog has been designated to the west of the Planning Area and is noted here for its proximity to Belmont's western border, as shown on Figure 5-4.

PUBLIC HEALTH AND SAFETY OPEN SPACE

The natural open spaces in Belmont experience a number of geological, seismic, and hydrological impacts, which contribute to their designation as open spaces rather than areas for development. Due to the numerous environmental constraints, most of the natural open spaces are either entirely undeveloped/ unimproved (even as parkland) or protected with minimal necessary maintenance.

Two Area Plans – the San Juan Hills Area Plan (1988) and the Western Hills Area Plan (1990) - were developed to address the unique problems and protect the assets of the individual hillside areas. Both the San Juan Hills and the Western Hills are beset by a combination of significant geologic hazards, hydrological concerns, steep slopes, and potential wildland fire hazards, which are discussed in more detail in the Safety Element. The San Juan Hills Area Plan objectives include proposed improvements to the wastewater system, drainage system, and restriction on roadway expansions. The Western Hills Area Plan reduces development potential in the area, increases the provision of open space, addresses the provision and financing of infrastructure, mitigates geologic and hydrologic issues, limits density and intensity of development, and provides community design standards.

Some of the natural open spaces that are located within the San Juan Hills and Western Hills Area Plans have designated "paper" streets and lots that have not been developed. Theoretically, some of these streets and lots could be developed, consistent with the Area Plans, with residential or other limited uses; however, the constraints associated with such development—not least of which is the difficulty of extending infrastructure, even if environmental constraints could be overcome—have left these areas undeveloped but with an uncertain future. Updating the Area Plans to maintain consistency with this General Plan is an important implementation priority.

Hillside Conservation Zoning

The City addresses hillside conservation through its Zoning Ordinance. As shown on Figure 5-5, the Hillside Residential and Open Space (HRO) zoning districts are ~~located~~ in both the northwest and southwest portions of Belmont and are subject to environmental constraints such as geologic hazards, soil hazards, and inadequate roadways. The HRO zone regulations restrict residential developments by FAR, height limitation, and density reduction on steep slopes. The Transfer of Development Rights program applies to subdivided parcels, and incentives to cluster homes apply to unsubdivided parcels; these serve to limit development on problematic sites and minimize new roadway expansion.

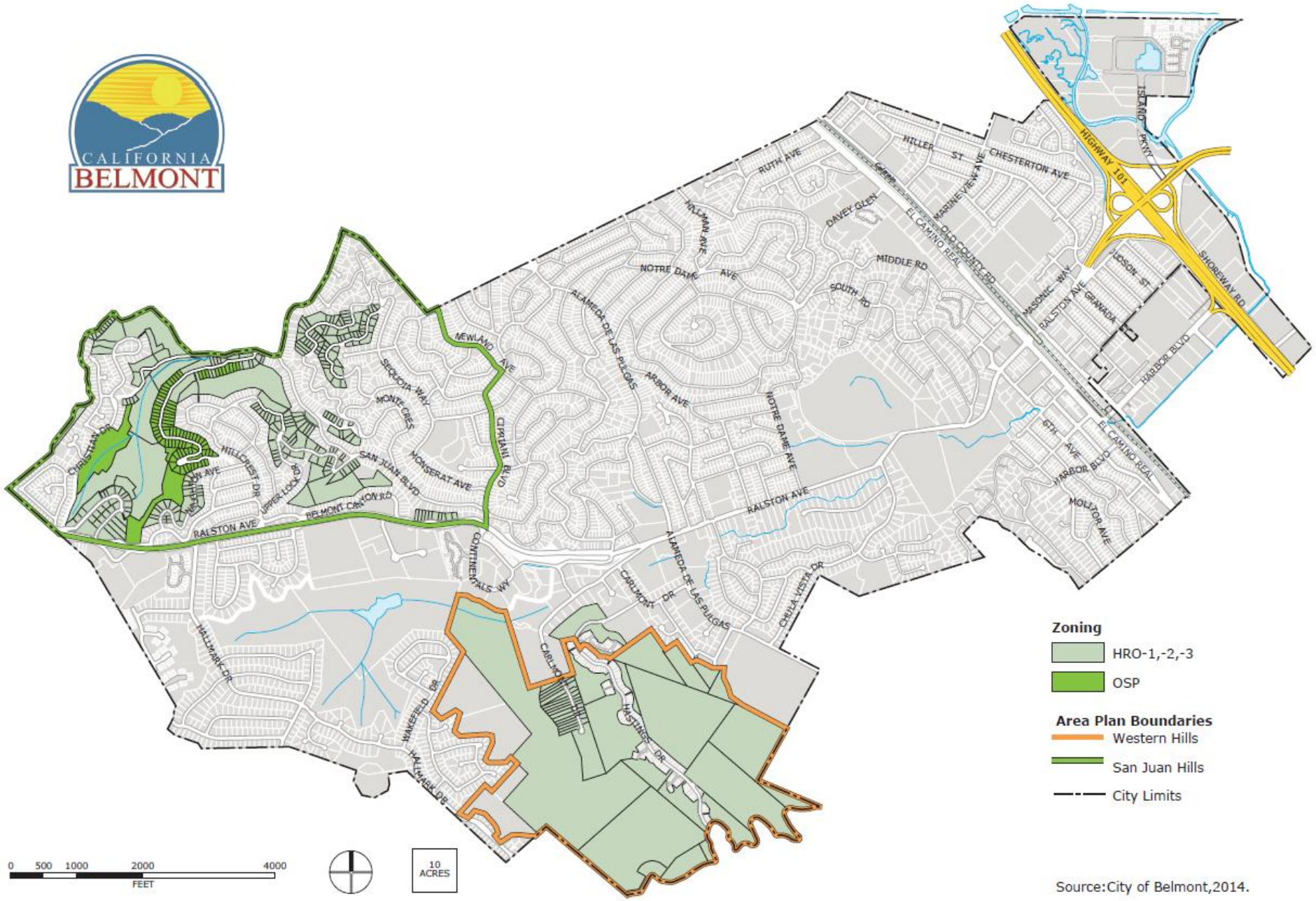
Approved by Belmont voters in 2005, Measure F requires that changes to the existing Hillside Residential and Open Space Zoning Districts (HRO-1, HRO-2, and HRO-3) that would increase the maximum allowed density must be approved by Belmont voters. Measure F also requires Belmont voters to approve rezoning land from a HRO District to another district that allows increased development density. This is discussed in more detail in the Land Use Element.

In 2013, a new zoning district "Open Space-Public (OS-P)" was approved by the Belmont City Council to preserve significant open space portion of San Juan Hills, which was previously zoned under the HRO district. Also shown on Figure 5-5, the OS-P district currently contains 87 former HRO parcels, including 84 subdivided parcels along Bartlett

Way and three unsubdivided parcels. Under the OS-P zone regulation, only limited public facilities are permitted. Expansion of the OS-P to cover additional areas that are currently zoned HRO, Agricultural, and other designations as appropriate should be considered during implementation of the General Plan. This action would allow consistent zoning and subsequent management of the public open space in Belmont.

The HRO zoning districts restrict residential development on steep

FIGURE 5-5: HRO AND OS-P ZONING



5.3 BIOLOGICAL RESOURCES

Belmont is generally a developed area with some large areas of natural open space, and it is neighbored by other cities to the north, south, and east, and the Crystal Springs watershed lands for the San Francisco Public Utilities District to the west. Certain special- status species have been known to occur in the Planning Area. Special-status species are those plants and animals that, because of their acknowledged rarity or vulnerability to various causes of habitat loss or population decline, are recognized in some fashion by federal, State, or other agencies as deserving special consideration. The California Natural Diversity Database (CNDDB) lists a number of such species that have been known to occur within and around the Planning Area, and areas where known occurrences of these species have been found are shown in Figure 5-4. The General Plan EIR includes a more detailed description of each of these communities and habitats.

FLORA

The white-rayed pentachaeta (*Pentachaeta bellidiflora*) and Crystal Springs Fountain Thistle (*Cirsium fontinale*) are listed by the State of California and by the federal government as Endangered Species and have been recorded to the west of the Planning Area. The Marin western flax (*Hesperolinon congestum*) is a Threatened Species that has been located west of Belmont.

Recorded in the western hills of Belmont, the Franciscan onion (*Allium peninsulare var. franciscanum*), arcuate bush-mallow (*Malacothamnus arcuatus*), western leatherwood (*Dirca occidentalis*), and woodland woolythreads (*Monolopia gracilens*) are all species that are not federally- or State-listed, but have a California Native Plant Society (CNPS) ranking of 1B.2, meaning that they are rare, threatened, or endangered in California and elsewhere. The coastal marsh milk-vetch (*Astragalus pycnostachyus* var. *lanosissimus*) and saline clover (*Trifolium hydrophilum*) are also ranked 1B.2 by CNPS and have been recorded near eastern Belmont.

FAUNA

The California clapper rail (*Rallus longirostris obsoletus*) and salt-marsh harvest mouse (*Reithrodontomys raviventris*) are two federally- listed Endangered Species that have been recorded in the eastern area of Belmont, near the O'Neill

Photo Credit: Flickr, Miguel Vieira

Listed by the California Native Plant Society as rare, threatened, or endangered, the Western Leatherwood is found in the western hills of Belmont.

Photo Credit: Flickr, Jerry Kirkhart

Other special-status species in Belmont include the Western Pond Turtle.

Photo Credit: Flickr, California Department of Fish and Wildlife Service

The Pallid Bat is a special status species that has been recorded in Belmont.

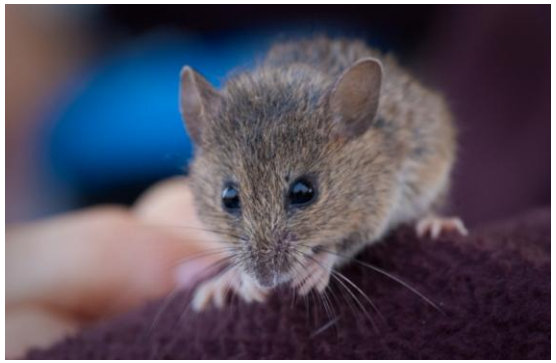


Photo Credit: Flickr, Bjorn Erickson/ US Fish and Wildlife Service

The Salt Marsh Harvest Mouse is an Endangered Species that has been found in the eastern area of Belmont.

Slough and beyond. The San Francisco garter snake (*Thamnophis sirtalis tetrataenia*) is another federally- listed Endangered Species that may exist in the Planning Area and in surrounding communities. Listed as a Threatened Species by the US Fish and Wildlife Service, the western snowy plover (*Charadrius nivosus nivosus*) has been recorded in the very eastern portion of the Planning Area and beyond. The California red-legged frog (*Rana draytonii*) is another Threatened Species with a critical habitat area located to the west of the Planning Area, as discussed ~~above~~ in Section 5.1.

Other special status species in or near the Planning Area include the San Francisco dusky-footed woodrat (*Neotoma fuscipes annectens*), western pond turtle (*actinemys marmorata*), Santa Cruz kangaroo rat *(Dipodomys venustus venustus*), Alameda song sparrow (*Melospiza melodia pusillula*), pallid bat (*Antrozous pallidus*), and California black rail (*Laterallus jamaicensis coturniculus*).

Photo Credit: Flicker, US Fish and Wildlife Service, Pacific Southwest Region

Recorded in the very eastern portion of Belmont, the Western Snowy Plover is a Threatened Species.

5.4 HYDROLOGY, WATER QUALITY, AND WATER SUPPLY AND DEMAND

Water resources are important not only for residents and businesses but also for sustainability of the natural environment. Belmont's natural waterways also contribute to the character of the community. Careful stewardship is critical to conserve and protect water resources, ensure water quality, manage stormwater, and create a more livable city. Water quality standards are established and enforced by the State and the San Francisco Bay Regional Water Quality Control Board (RWQCB). The RWQCB also issues general and individual National Pollutant Discharge Elimination System permits for certain activities, per the federal Water Pollution Control Act.

Photo Credit: Flicker, U.S. Department of Agriculture Animal Plant Health Inspection Service Wildlife Services

California Clapper Rail is an Endangered Species that has been recorded in the eastern area of Belmont near the O'Neill Slough and beyond.

This section discusses water resources and policies that seek to ensure that future development does not negatively impact water quality. Water supply, use, and conservation measures are also addressed. Flooding and drainage is discussed in the Safety Element.

SURFACE WATER

Surface Water Resources

Shown in Figure 5-3, there are a number of surface water resources in the city. North of Ralston Avenue, the eastern branch of Laurel Creek flows through the San Juan Hills area down into the City of San Mateo. There are a number of smaller tributaries in Belmont's northwest neighborhoods that contribute to the creek.

South of Ralston Avenue, Belmont Creek originates in the hills above Hallmark Drive and flows from the western hills towards the San Francisco Bay. It flows through Water Dog Lake, a man-made reservoir located in the Western Hills, in the upper portion of the Belmont Creek drainage area. Below Water Dog Lake, Belmont Creek runs from west to east, roughly parallel to Ralston Avenue. The creek exits the City of Belmont upstream of Old County Road at Harbor Boulevard, and then forms the boundary between the Harbor Industrial Area and the City of San Carlos. It reenters the City of Belmont east of ~~US~~ Highway 101, and then flows through O'Neill and Belmont sloughs before discharging to San Francisco Bay. Additionally, there are several

tributaries to Belmont Creek along Carlmont Drive, Alameda de las Pulgas, and Notre Dame de Namur University.

East of ~~US~~ Highway 101, O'Neill Slough is connected to the San Francisco Bay via Belmont Slough to the east. O'Neill Slough is a brackish mix of freshwater from the creeks and salt water from the Bay.

Surface Water Quality

Impacts to water quality result from runoff during dry and wet weather events, direct discharge associated with industrial/~~-~~commercial activities, automobiles, and herbicides. Pollutant sources may be generated from past waste disposal practices and chemicals and fertilizers applied to landscaping. Contaminants may include sediment, PCBs/mercury, hydrocarbons and metals, pesticides, nutrients, bacteria, and trash.

Treated sewage generated in the Planning Area is eventually discharged to the San Francisco Bay via the Silicon Valley Clean Water wastewater treatment facility, which is ~~located~~ in Redwood Shores. A small amount of wastewater from Belmont flows to the San Mateo Wastewater Treatment Plant.

GROUNDWATER

The Planning Area's water is supplied by the Mid-Peninsula Water District, as discussed below, which ~~does not draw~~ relies on surface water sources rather than groundwater from wells to provide water service ~~the populations~~. However, some private residences in Belmont may have private wells, which are addressed in Section 26 of the Belmont Municipal Code.

A valued resource by the Belmont community, Water Dog Lake is a man-made reservoir in the Western Hills area.

Belmont Creek runs from west to east through much of the city, roughly parallel to Ralston Avenue, and serves as a wildlife corridor.

WATER SUPPLY AND DEMAND

State law requires that the Conservation Element of General Plans be developed in coordination with water, flood management, water conservation, and groundwater agencies (Section 65302.2) and include a discussion and evaluation of water supply and demand (Section 65352.5). The Mid-Peninsula Water District (MPWD) provides water for the City of Belmont, and it prepared an Urban Water Management Plan (UWMP) in 2021~~15~~, which is the source for the information presented in this section. MPWD is a member of the Bay Area Water Supply and Conservation Agency (BAWSCA), which represents cities, water districts, and a water company across San Mateo, Santa Clara, and Alameda counties that purchase water from the San Francisco Public Utilities Commission (SFPUC). MPWD participates in a number of the regional water conservation initiatives coordinated by BAWSCA. In addition, MPWD also coordinates with the City of Belmont, City of San Carlos, San Mateo County, Silicon Valley Clean Water, and ~~Belmont San Carlos~~the San Mateo Consolidated Fire Department in the preparation of the Urban Water Management Plan.

Potable Water Supply and Demand

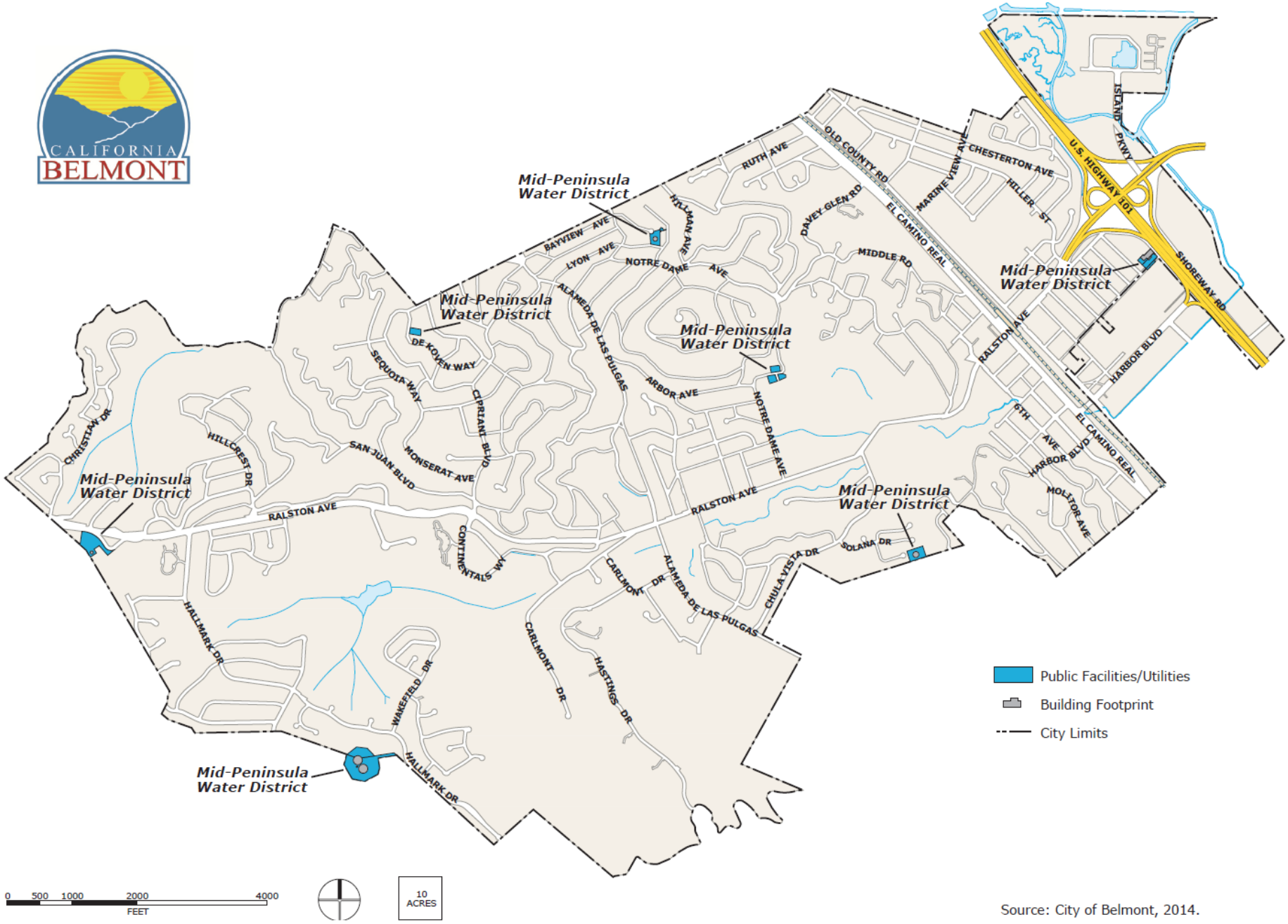
MPWD provides potable water to the Planning Area, and potable water facilities are shown on Figure 5-6. The District's service area covers the City of Belmont, small portions of the City of San Carlos, Redwood City, and parts of unincorporated San Mateo County. Currently, the District purchases all of its water from the SFPUC. Most of the water supply is drawn from the Sierra Nevada Mountains through the Hetch Hetchy Regional System, and the rest is produced by the SFPUC from its local watersheds and facilities in Alameda and San Mateo counties. None of the alternative water sources within Belmont, including surface water, groundwater, and recycled water, are currently viable or financially feasible to be developed.

Water demand fluctuates in relation to the local development. Due to trends in development and the changing economy, demand from commercial and industrial sectors is expected to rise over the planning horizon of the General Plan, as discussed in the Land Use Element. In addition, proposed new housing and employment growth indicate more water use in the future. However, water use is gradually expected to trend downward because of conservation efforts. Water use for single-family homes is projected to decrease while use for multi-family housing is projected to increase between 2025 and 2045., ~~as shown in multi-family residential water demand, which is anticipated to decline from 2020 to 2035.~~ Table 5-1 shows the projected water demand in the MPWD service area, as presented in the 202015 Urban Water Management Plan, between 20215 and 20435. Water supplies for 20215-20435 are provided in Table 5-2.

~~According to the 2015 UWMP, MPWD's maximum guaranteed supply, known as its maximum wholesale allocation, is 1,420 million gallons (MG) per year, or 3.891 million gallons per day (mgd), in accordance with its contract with SFPUC. An Interim Supply Allocation was imposed by the SFPUC that reduces the supply to 3.71 mgd (1,354 MG per year) through 2018.~~ A comparison of water supply and demand is provided in Tables 5-3 and 5-4~~XX~~. According to the 202015 UWMP, MPWD's water supply is sufficient to meet current and projected demands in normal year conditions through 2045.

Belmont's natural waterways and creeks contribute to the character of the community while performing ecological functions.

FIGURE 5-6: POTABLE WATER FACILITIES



Source: City of Belmont, 2014.

Drought

Drought conditions can affect the reliability of Belmont's water supply. A drought is where conditions are drier than normal for an extended period, making less water available for people and ecosystems. Drought is part of a normal climate cycle in California, but prolonged drought conditions can harm ecosystems and the regional economy. Though droughts do not typically cause direct loss of life or structural damage, they can lead to critical environmental and economic harm, including higher water costs, habitat degradation, and heightened wildfire risks. Increases in water demand exacerbate these impacts, complicating water allocation and potentially leading to restrictions and water quality issues. Decreased groundwater negatively impacts stream flows, particularly in summer. Prolonged drought conditions also increase wildfire susceptibility due to drier vegetation, particularly in the western portion of the city.

Climate change is likely to result in more frequent and severe droughts across the state. Overall, precipitation levels are expected to increase slightly in Belmont, from a historical annual average (as measured between 1961 and 1990) of 22.5 to 25.1 inches by midcentury (2035 to 2064) and 27.6 inches by late century (2070 to 2099). However, more years with extreme levels of precipitation, both high and low, are likely due to climate change. Reduced winter precipitation levels and warmer temperatures have already decreased the size of the Sierra Nevada snowpack (the volume of accumulated snow), which in turn makes less fresh water available for communities throughout California.[i] More intense droughts are expected to harden soil and cause aquifer levels to drop due to reduced groundwater recharge. When rains returns, more water may run off rather than infiltrate into soils, potentially causing downstream flooding. Higher temperatures are expected to further increase evaporation, worsening drought conditions. **Table 5-4XX** shows the supply and demand totals for a single--dry year as provided by MPWD. In drought conditions, MPWD is unable to meet demand if demand is not reduced in drought years.

TABLE 5-1: Potable and Raw Water Demand 202515-20435 (in AFMG[1])

Sector	20252015[2]	20302020[2]	2025[2]2035	2030[2]2040	2035[2]2045
Single--Family Residential	8,146429	6128,094	6138,108	6107,997	6137,948
Multif-Family Residential	1402,204	1872,370	1862,499	1832,2720	1832,464
Commercial	1462,345	2102,301	2232,368	2372,409	2482,464
Industrial	3121	5431	5031	4731	4331
Public Authority	49718	63722	64755	66787	67924
Demand	**785**	**1,126**	**1,136**	**1,143**	**1,154**
Losses	85355	89170	73904	75912	77920
Production Requirement Total	**840**14,418	**1,196**14,530	**1,209**14, 786	**1,218**14,977	**1,231**15,279

Notes:
1. AFMG=Acre FeetMillion Gallons
MPWD actual 2015 metered data. MPWD consumption data from MPWD's Continental Utility Solutions, Inc., (CUSI) billing system.
2. Future projections source: BAWSCA Regional Water Demand and Conservation Projections Report (MWM, September 2014). Projected water use includes plumbing code savings2020 Urban Water Management Plan Mid--Peninsula Water District.
Source: MPWD Urban Water Management Plan 20152020.

Baseline Water Conservation

In 2009, the California Water Code incorporated the Water Conservation Act (SBx7-7), which proposed a 20 percent reduction in statewide urban water use by 2020. Table 5-54 shows a summary of water use targets and current use, as presented in the 20202015 Urban Water Management Plan. ~~MPWD will have to reduce 5 percent of its total water use from the applicable baseline to meet the water reduction goal by 2020~~MPWD achieved the 2020 target of 124 gallons per capita per day (GPCD) with an actual GPCD of 95 in 2020. ~~MPWD, as a member of the California Urban Water Conservation Council (CUWCC), may also choose another water reduction target – an 18 percent reduction in potable water demand from an applicable baseline by 2018, to demonstrate compliance with the programmatic Best Management Practices (BMPs). In 2015, the District's consumption was 85 gallons per capita daily (GPCD), indicating that the applicable BMP goal for 2018 of 106.3 GPCDis within reach if it continues to implement the BMPs.~~

Existing Conservation Programs

In compliance with the California Water Code, MPWD prepares an Urban Water Management Plan (UWMP) that includes the Water Conservation Programs. The UWMP is updated every five years and includes implementation goals for a number of programs, which encompass system maintenance, public outreach, and water conservation for all sectors. The UWMP also includes an analysis of short and long-term water shortage contingencies in MPWD.

TABLE 5-2: Water Supply 20215-20435 (in AF~~MG~~[1]) Normal Year

Sector	2025~~2015~~[2]	~~2020~~[3]230	~~2025~~[3]2305	~~2030~~[3]2040	~~2035~~[3]2045
Supply	~~1,354~~14,418	~~1,420~~14,530	~~1,420~~14,786	~~1,420~~14,977	~~1,420~~15,279

Notes:
1. AF~~MG~~=Acre--Feet~~Million Gallons~~
~~2. An Interim Supply Allocation was imposed by the SFPUC that reduces the supply to 3.71 mgd (1,354 MG per year) through 2018.~~
~~3. MPWD's supply assurance from SFPUC is 3.891 mgd (1,420 MG per year) under the terms of the Water Supply Contract with the SFPUC. The MPWD's supply assurance continues indefinitely.~~

TABLE 5-3: Water Supply vs Demand 20215-20435 (in AF~~MG~~[1]) Normal Year

Sector	2021~~5~~	2032~~0~~	2032~~5~~	2043~~0~~	2043~~5~~
Supply[2]	14,418~~1,354~~	14,530~~1,420~~	14,786~~1,420~~	14,977~~1,420~~	15,279~~1,420~~
Demand[3]	14,418~~840~~	14,530~~1,196~~	14,786~~1,209~~	14,977~~1,218~~	15,279~~1,231~~
Difference	~~514~~0	~~224~~0	~~211~~0	~~202~~0	~~189~~0

Notes:
1. AF~~MG~~=Acre--Feet~~Million Gallons~~
~~2. MPWD actual 2015 metered data. MPWD consumption data from MPWD's Continental Utility Solutions, Inc., (CUSI) billing system.~~
~~3. MPWD's supply assurance from SFPUC is 3.891 mgd (1,420 MG per year) under the terms of the Water Supply Contract with the SFPUC. The MPWD's supply assurance continues indefinitely.~~
Source: MPWD Urban Water Management Plan 2020~~15~~.

TABLE 5-~~4~~3: Water Supply vs Demand 2025-2045 (in AF[1]) Dry Year

Sector	2025	2030	2035	2040	2035
Supply	9,470	9,541	9,708	9,676	8,458
Demand	14,797	14,908	15,168	15,359	15,662
Difference	**(5,327)**	**(5,357)**	**(5,460)**	**(5,683)**	**(7,204)**

Notes:
1. AF=Acre--Feet
Source: MPWD Urban Water Management Plan 2020.

TABLE 5-54: Summary of Water Use Targets and Current Use	
SBx7-7 Targets	
~~2015 SBx7-7 Interim Target~~	~~126 GPCD[1]~~
2020 SBx7-7 Target	1241 GPCD
~~California Urban Water Conservation Council Targets~~	
~~2018 BMP Compliance Target~~	~~106.3 GPCD~~
Current Water Use	
a) Average 5 Year Baseline GPCD	13227 GPCD
b) 202015 actual (1 year)	985 GPCD

Notes:
GPCD = Gallons per Capita Daily
Source: MPWD Mid-Peninsula Water District Urban Water Management Plan ~~2010, 2011, 2015~~2020.

TABLE 5-65: Wastewater Flows in the City of Belmont			
Time	**Average Dry Weather Flow**	**Peak Dry Weather Flow**	**Peak Wet Weather Flow**
Existing	1.8 MGD[1]	2.26 MGD	11.8 MGD
Future (204030)	~~1~~2.6~~.8~~ MGD	3.6 MGD	16.3 MGD[2]

Notes:
1. Millions of Gallons per Day.
2. Will be revised in the near future and is projected to be significantly reduced based on the City's capital improvement and I/I reduction initiatives.

Source: City of Belmont, 202145; ~~SVCW Conveyance system master Plan, 2011.~~Sanitary Sewer Master Plan Update, 2024

5.5 WASTEWATER, SOLID WASTE, AND~~&~~ STORMWATER FACILITIES

WASTEWATER

Infrastructure

The existing wastewater system in the City of Belmont consists of approximately 85 miles of gravity sewer pipelines ranging in size from six to 27 inches in diameter, and five miles of force mains. Over 80 percent of the City's wastewater system is composed of 6-inch diameter vitrified clay pipe. In addition, the sewer collection system consists of 11 wastewater pump stations. Figure 5-7 shows the City's existing wastewater system. New development in Belmont must be connected to the City's wastewater system per State law.

Most of the wastewater generated in the City is conveyed to the Silicon Valley Clean Water (SVCW) treatment plant, which discharges the effluent to the San Francisco Bay. The SVCW treatment plant is located at Redwood Shores, and serves all its member agencies, including the West Bay Sanitary District (WBSD), City of Redwood City, City of San Carlos, and City of Belmont.

Belmont's sewer system is vulnerable to flooding, sea level rise, and emergent groundwater in areas east of Highway 101 and some residential areas to the west. The SVCW treatment plant is vulnerable to inundation with as little as 1.6 feet of sea level rise (which may occur by 2050) and is also in an existing 100-year floodplain. Additionally, three pump stations are at risk from 3.3 feet of sea level rise combined with a 100-year storm event (which may occur by 2100). Damage to wastewater systems could have widespread public health impacts if untreated wastewater contaminates the water and soil. In~~f~~ the event of a malfunction or disruption at the treatment plant, sewage backups could occur, potentially contaminating streams and water systems. Pump stations, which collect sewage, are vulnerable to saltwater intrusion during storm events and sea level rise, potentially causing wastewater to overflow into the environment. Buried water pipelines could be exposed to saltwater, which can damage the pipes, often with damage going unnoticed until major failures occur.

System Capacity

According to the City's 201025 Sanitary Sewer System Capacity Analysis, the wastewater system has constraints in meeting wet water hydraulic capacity design criteria for both existing and future flow conditions in certain pipeline segments. Though they are constrained in meeting current design standards, these segments can still convey wastewater without causing a sewage spill. The Analysis concluded that, considering all ongoing and planned improvements, the existing wastewater system is adequate in accommodating the anticipated flow in average and peak dry weather flow conditions by 20340, which are detailed in Table 5-65. ~~However, the anticipated wet weather inflow and~~

~~infiltration during wet weather events is expected to exceed the existing system capacity by 2030. In 2014, the City Council approved a 15-year capital improvement plan to address the City's deferred sewer capital needs. As the City undertakes these improvements among other initiatives, the~~The City~~'s system~~continues to improve its sanitary sewer system through proactive operations and maintenance efforts and implementation of short and long-term Capital Improvement Program. ~~will improve its capacity constraints and aging infrastructure.~~

FIGURE 5-7: EXISTING WASTEWATER SYSTEM

Recology of San Mateo County provides waste collection, waste reduction, recycling, and composting services in Belmont.

SOLID WASTE

The City of Belmont is a member of the South Bay Waste Management Authority (SBWMA), also known as Rethink Waste. In 2010, the City signed a franchise agreement with Recology of San Mateo County (Recology), which provides exclusive waste collection, waste reduction, recycling, and composting services. Residential and commercial solid waste collected by Recology, including recyclable and organic materials, is sent to Shoreway Environmental Center for processing and shipment. Shoreway Environmental Center is a regional recycling and transfer station owned by Rethink Waste and accepts waste from its member agencies. Table 5-~~7~~6 shows a breakdown of the amount and type of solid waste by land use in the City of Belmont.

RethinkWaste provides door-to-door household hazardous waste pickup service for the Belmont residents. San Mateo County also provides a Very Small Quantity Generator Program (VSQG) to dispose of a small amount of hazardous waste from businesses (maximum 100 kilograms per month). The City currently does not set specific goals for hazardous waste reduction or diversion. Hazardous materials and waste are also discussed in the Safety Element.

STORMWATER MANAGEMENT

Stormwater Infrastructure

The City's storm drainage infrastructure consists of 28 miles of storm drainpipes and two storm pump stations. Four main drainage areas – Belmont Creek, Laurel Creek, O'Neill Slough and Island Park Belmont Creek – together collect about 80 percent of the storm runoff in the city, while the rest flows to the City of San Mateo and the City of San Carlos. Belmont Creek is the primary storm drainage conveyance of the city, conveying approximately 60 percent of the city's storm runoff. In addition, Belmont's significant amount of open space, particularly near Water Dog Lake, assists in absorption of rainwater that would otherwise drain through Belmont Creek.

Figure 5-8 shows the existing storm drain system in the city.

Stormwater Management

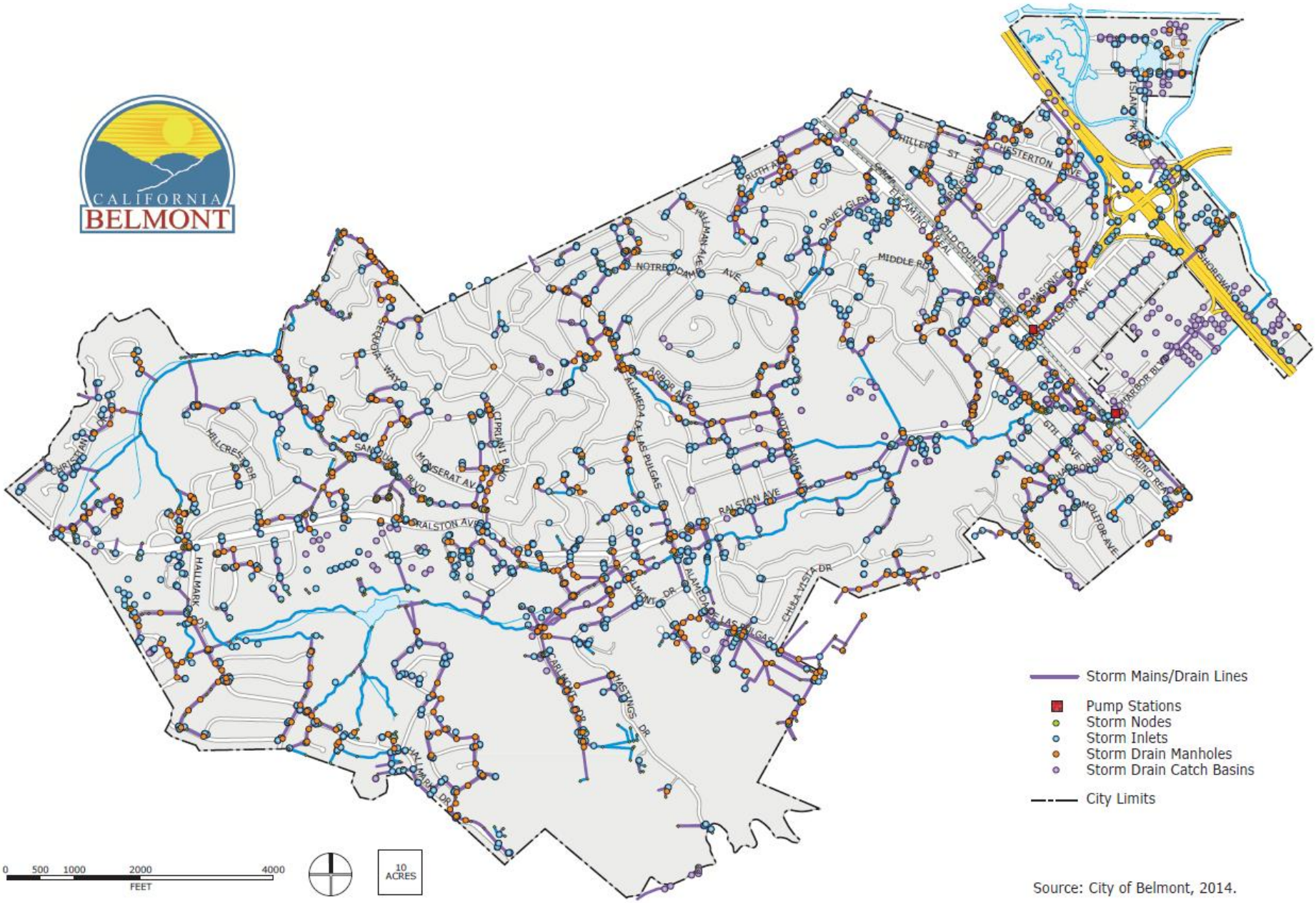
The City complies with the Municipal Regional Stormwater Permit (MRP), issued by the San Francisco Regional Water Quality Control Board, for its stormwater pollution control measures. The MRP was initially adopted in 2009, ~~and~~ reissued as MRP 2.0 ~~with revisions~~ in November 2015 as MRP 2.0, and again reissued as MRP 3.0 in July 2022. Revisions to MRP 3.0 were adopted in October 2023.~~, The City complies to this permit~~for its ~~storm water pollution control measures.~~ The MRP requires local agencies in San Mateo County to incorporate reduction in surface water drainage pollution runoff and establish control measures in development projects, which provide specific guidelines on design measures for runoff of pollutants of concern, source controls, stormwater treatment measures, hydromodification management, and construction site controls. To address water quality and flow-related impacts of stormwater runoff, the City also enforces NPDES permits that are issued to entities in Belmont that have stormwater discharges, such as industrial activities and construction activities.

TABLE 5-~~7~~6: Solid Waste by Land Use in 2014

Land Use	Solid Waste (tons per year)	Recycling (tons per year)	Compost (tons per year)
Residential	3,253	2,836	3,878
Commercial	5,036	1,264	672
Total	8,288	4,100	4,550

Source: City of Belmont, 2014; SVCW Conveyance System Master Plan, 2011.

FIGURE 5-8: EXISTING STORMWATER SYSTEM



Proposed Improvements

The 2025~~09~~ Storm Drain Master Plan identified a number of needed improvements within the City's storm drain system, including undersized and failing drainage lines, absence of drainage systems in certain areas, and flood control measures for higher rain intensity design standards. Implementation of these improvements will better serve the City's drainage system in reducing possible flooding, roadway deterioration, and infiltration to the wastewater system. The Master Plan prioritizes deficient drainage replacement and system improvement of frequently flooded areas. Rehabilitation and improvement projects, based on the Master Plan priorities, are gradually being implemented as funding is identified to provide sufficient storm drain facilities and provide streetscape improvements for flood protection and water pollution prevention to improve water quality.

Funding for Stormwater Infrastructure

Historically, the City has not had a dedicated funding source for its drainage Capital Improvement Projects. Past and ongoing projects have been funded by the NPDES storm drainage fees and Measure I funding~~and sewer fees~~. A stormwater fee ~~or other source of revenue may be needed over the planning horizon of the General Plan to ensure sufficient funding for system improvements~~is needed to bring funding for stormwater related Capital Improvement Projects, operations and maintenance.

5.6 AIR QUALITY AND~~&~~ GREENHOUSE GASES

LOCAL AIR QUALITY

Protecting and improving air quality is important to Belmont and communities across California, as certain kinds of air pollutants are directly harmful to human health and the health of the natural environment, including water quality and plant and animal life.

Climatic Conditions

Climate and local meteorology, especially wind speed and direction and temperature, along with topography, can affect air quality by limiting or facilitating the dispersal of air pollutants. In summer, the northwest winds over the Pacific are drawn into the interior of the Bay Area through the Golden Gate and over the lower portions of the San Francisco Peninsula. In winter, the Bay Area experiences periods of storminess and moderate-to-strong winds and periods of stagnation with very

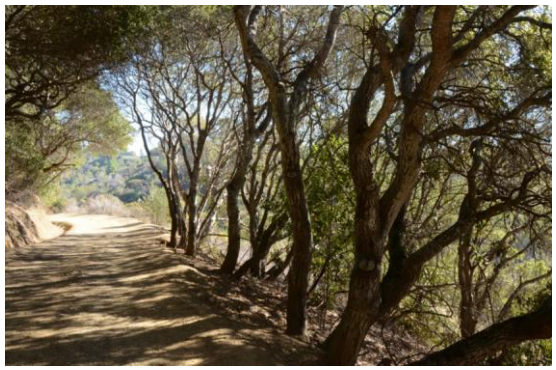


Photo Credit: Flicker, Marc Smith

Belmont's extensive open spaces and wooded hills assist in the absorption of rainwater.

Rainwater drains to Water Dog Lake in the Western Hills.

light winds. The terrain of the San Francisco Bay Area is complex, consisting of coastal mountain ranges, inland valleys and bays. Because of the blocking and channeling effects of mountains, winds in valleys can be quite different from the regional wind flow over the area.

The peninsula region of the Bay Area extends from the area northwest of San Jose to the Golden Gate. The Santa Cruz Mountains extend up the center of the peninsula. Areas on the west side of the mountains, due to ocean temperatures and northwest winds, experience frequent cool, foggy weather in the summer. On the east side of the mountain range, cities in the southeastern peninsula, such as Belmont, experience warmer temperatures and few foggy days because the coastal air flow is blocked by the ridge to the west. In the Belmont area (as measured in Redwood City), the summer maximum temperatures are typically in the low 80s. Daily maximum temperatures during the winter months are in the high 50s. Average

winter minimum temperatures at Redwood City are about 40 degrees, and summer minimum temperatures are 52-54 degrees. Annual average wind speeds range from 5 to 10 miles per hour throughout the peninsula.

The San Francisco Bay Area climate is characterized by moderately wet winters and dry summers. About 90 percent of the annual total rainfall occurs in the November to April period; between mid-June and mid–September, normal rainfall is typically less than 1/10 inch. Rainfall amounts on the east side of the peninsula are somewhat lower than on the west side with Redwood City reporting an average of 19.5 inches per year.

Bay Area Air Quality Management District

The California Legislature created the Bay Area Air Quality Management District (~~BAAQMD~~Air District, formerly known as BAAQMD) in 1955 as the first regional air pollution control agency in the country. The Air District~~BAAQMD~~ regulates stationary sources of air pollution in the nine counties that surround San Francisco Bay: Alameda, Contra Costa Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties. The Air District~~BAAQMD~~ is responsible for assuring that air quality in the district meets national and California ambient air quality standards (AAQS).

TABLE 5-~~87~~: Measured Air Pollutant Concentrations At Redwood City

Pollutant[1]	California Standard	Federal Standard	Measured Concentrations by Year 2012	2013	2014
Carbon Monoxide (ppm[2])					
Maximum 1-hour average	20	35	4.0	3.6	3.2
Maximum 8-hour average	9.0	9.0	1.8	1.6	1.6
Nitrogen Dioxide (ppb)					
Maximum 1-hour average	180	100	55.2	53.8	60.4
Annual average	**30**	**53**	**11.4**	**12.6**	**10.8**
Ozone (ppm)					
Maximum 1-hour average	**0.090**	**–**	**0.063**	**0.083**	**0.086**
4th maximum 8-hour average	**0.070**	**0.0753**	**0.050**	**0.056**	**0.064**
Particulate Matter (PM2.5) (µg/m3)					
98th percentile 24-hour average	**–**	**35**	**22.4**	**28.5**	**22.4**
Annual average	**12**	**12**	**8.5**	**10.7**	**7.1**

Notes:

1. Lead, coarse particulate matter (PM10) and sulfur dioxide are not measured at the Redwood City monitor.
2. ppm = parts per million, ppb = parts per billion, µg/m3 = micrograms per cubic meter
3. On October 1, 2015, USEPA issued a proposed rule to reduce the federal 8-hour ozone standard to 0.070 ppm. Until this rule is finalized the current standard of 0.075 ppm remains in effect.

Source: Air District~~BAAQMD~~, Annual Bay Area Air Quality Summaries, 2015; US Environmental Protection Agency, AirData, 2015

Air Quality Measurements

The Bay Area meets the national and California AAQS for carbon monoxide, lead, nitrogen dioxide, and sulfur dioxide, but has not met the national and California AAQS for ozone, the national AAQS for fine ($PM_{2.5}$) particulate matter, and the California AAQS for coarse (PM_{10}) and fine ($PM_{2.5}$) particulate matter. The Air District~~BAAQMD~~ operates a regional network of air quality monitoring stations that measure ambient air pollutant concentrations.

The nearest monitoring station to Belmont is in Redwood City. Table 5-8~~7~~ presents measurement data from the Redwood City monitor for carbon monoxide, nitrogen dioxide, ozone, and $PM_{2.5}$, for the most recent three full years of data available (2012-2014). Table 5-8~~7~~ shows that ambient concentrations of these pollutants did not exceed the AAQS at the Redwood City monitoring station in 2012-2014.

Located on the eastern side of the San Francisco Peninsula, Belmont has a mild climate, with maximum summer temperatures typically in the low 80s and maximum winter temperatures in the high 50s.

Motor vehicles are primary contributors to ozone and carbon monoxide in the atmosphere.

SENSITIVE RECEPTORS

Some land uses are considered more sensitive to changes in air quality than others, depending on the population groups and the activities involved. People most likely to be affected by air pollution, as identified by the California Air Resources Board, include children, the elderly, athletes, and people with cardiovascular and chronic respiratory diseases. Sensitive receptors include residences, schools, daycare centers, playgrounds, parks and other recreational facilities, athletic facilities, hospitals and other medical care facilities, long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes.

CLIMATE CHANGE AND GREENHOUSE GASES

Global Climate Change

Earth absorbs heat energy from the sun and returns most of this heat to space as terrestrial infrared radiation. Greenhouse gases (GHGs) trap heat in the lower atmosphere (the atmosphere extending from Earth's surface to approximately 4 to 12 miles above the surface) by absorbing heat energy emitted by Earth's surface and lower atmosphere, and reradiating much of it back to Earth's surface, thereby causing warming. This process, known as the greenhouse effect, is responsible for maintaining surface temperatures that are warm enough to sustain life. Most GHGs occur naturally. Human activities, particularly fossil-fuel combustion, as well as the use of several industrial gases that are GHGs, lead to increased concentrations of GHGs in the atmosphere, thereby intensifying the warming associated with the Earth's greenhouse effect.

Since the industrial revolution, when fossil fuels began to be burned in increasing quantities, concentrations of GHGs in the atmosphere have increased. Although GHG levels have varied for millennia (along with corresponding variations in climatic conditions), industrialization and the burning of fossil carbon fuel sources have caused carbon dioxide (CO2) concentrations to increase. This buildup of GHGs in the atmosphere is changing the Earth's energy balance and causing the planet to warm, which in turn affects sea levels, precipitation patterns, cloud cover, ocean temperatures and currents, ocean acidification, polar snow and ice accumulation, and other

climatic conditions. Scientists refer to this phenomenon as "global climate change."

Potential Effects of Climate Change in the Belmont Area

Even with the efforts of the municipalities throughout the greater San Francisco Bay Area and California, a certain amount of climate change is unavoidable due to existing and future predicted GHG emissions. The San Francisco Bay Area, including San Mateo County and the Belmont area, may be subject to the following climatic changes: hotter and drier climate; decreases in chaparral/coast scrub and blue oak woodland/foothill pine; increases in grassland; increased salinity in the San Francisco Bay; increased estuarine flows into the San Francisco Bay estuary; increased potential for extreme heat events and decreased air quality, changes in annual precipitation; increased public and private water demand; and rising sea level of up to 24 inches by 2050 and 66 inches by 2100 (compared to 2000 conditions).

Greenhouse Gases

Greenhouse gases play a critical role in determining the Earth's surface temperature. Some GHGs, including carbon dioxide, methane, nitrous oxide, water vapor, and ozone, occur naturally and are emitted to the atmosphere through natural processes and human activities, while others are created and emitted solely through human activities. The six primary GHGs associated with human activities are:

- Carbon dioxide (CO_2), emitted as a result of fossil fuel combustion, with contributions from cement manufacture;
- Methane (CH_4), produced through the anaerobic decomposition of waste in landfills, animal digestion, decomposition of animal wastes, production and distribution of natural gas and petroleum, coal production, and incomplete fossil fuel combustion;
- Nitrous oxide (N2O), typically generated as a result of soil cultivation practices, particularly the use of commercial and organic fertilizers, fossil fuel combustion, nitric acid production, and biomass burning;
- Hydrofluorocarbons (HFCs), primarily used as refrigerants;
- Perfluorocarbons (PFCs), originally introduced as alternatives to ozone-depleting substances and typically emitted as by-products of industrial and manufacturing processes; and,
- Sulfur hexafluoride (SF6), primarily used in electrical transmission and distribution systems.

Greenhouse gas emissions contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, transportation, utilities, residential, and agricultural sectors. According to the California Air Quality Board, the sectors with the greatest contributions in California include fossil fuel consumption from transportation (38 percent), industry (23 percent), and electricity production (20 percent), followed by agriculture and forestry (8 percent), residential (7 percent), and commercial (less than 5 percent).

Energy Resources

Our modern economy depends on access to energy resources. Because a large proportion of our energy use is based on fossil fuels that contribute to GHG emissions, it is important to reduce fossil fuel usage where possible.

Energy Efficiency and Sustainability

Improving energy efficiency – reducing the amount of energy consumed for a given amount of work or economic output – is key to managing GHG emissions. Replacing fossil fuels with renewable sources of energy also reduces GHG emissions. Communities can encourage energy efficiency and use of renewable energy in a number of ways. Building design standards that specify improved materials and insulation, plus solar-oriented site design, reduce demand for natural gas and electricity for heating and air conditioning. Transportation and land use measures that support transit and facilitate walking and bicycling reduce dependence on fossil fuels. Developed areas often have warmer temperatures than undeveloped areas, a phenomenon known as the urban heat island effect, which contributes to increased energy consumption in urban areas; however, low impact development and landscaping can reduce the urban heat island effect.

Counteracting Climate Change: The City's Role

The greatest ability to reduce GHG emissions from energy use lies with the federal government and the states. Nevertheless, the City of Belmont can contribute by improving energy efficiency in municipal operations and by shifting to renewable energy use where possible. The City can also promote energy choices that increase efficiency and use of renewables for residents and businesses, and encourage land use planning that allows for residents to meet more of their daily needs (commute trips, shopping, etc.) without requiring long automobile trips. The City can also educate residents and businesses about the economic benefits, as well as the environmental benefits, of making these changes.

Belmont's Climate Action Plan

Concurrent with this General Plan, the City has prepared a Climate Action Plan (CAP) to achieve compliance with State mandates and focus on feasible actions the City can take to minimize the adverse impacts of growth and development on global climate change. While the General Plan sets the GHG emissions reduction targets and provides general policy support for efforts to reduce emissions, the Climate Action Plan serves as a blueprint for the City's climate change strategy; it contains the detailed strategies and measures that will be implemented in Belmont to reduce GHG emissions.

Planning for Management of Greenhouse Gases

GHG Emissions Inventories

The first step in managing GHG emissions is to understand the sources and amounts of those emissions. This is achieved by establishing an inventory of GHG emissions in Belmont. Table 5-98 shows global GHG emissions in metric tons of carbon dioxide equivalent (MTCO2e) generated worldwide, within the United States, within California, and within Belmont, with Belmont data coming from the City's CAP.

The CAP includes an inventory of community (i.e. citywide, from all uses and sectors; versus municipal, which is attributable only to municipal operations) GHG emissions in 2013. The inventory reports that emissions are distributed by sector as shown in Table 5-109.

In 2005, of the 38 percent of Belmont's GHGs generated by buildings in the commercial, industrial, and residential sectors combined, 40 percent (27,102 $MTCO_2e$) was the result of electricity consumption, and 60 percent (40,236 $MTCO_2e$) was the result of natural gas consumption.

The City's CAP shows a "business-as-usual" (BAU) forecast of community emissions based on the annual average population growth rate from 2013 to 2035. The BAU forecast shows 196,422 $MTCO_2e$ in 2035, a 23.5 percent increase from 2013 levels. The City's CAP sets a 2035 emissions reduction target equivalent to 50 percent below 2005 levels (or a reduction of 112,598 $MTCO_2e$ from the 2035 BAU forecast).

Transportation accounts for 60 percent of the greenhouse gas emissions in Belmont.

The California AB 32 Scoping Plan seeks to bring California to a low carbon future, reaching 1990 emissions levels by 2020. As part of that reduction, the plan asks municipal governments to reduce their emissions by at least 15 percent by 2020 compared with current levels (current levels are defined as 2008 levels or earlier). The AB 32 Scoping Plan also directs local governments to assist the state in meeting California's emissions goals. Many cities consequently have adopted community-wide emissions reduction targets at least 15 percent below 2005 levels by 2020. The City's CAP currently proposes a 2020 emissions reduction target equivalent to 15 percent below 2005 levels (or a reduction of 22,512 $MTCO_2e$ from the 2020 BAU forecast).

TABLE 5-98: Comparison of GHG Emissions Inventories

Location	Emissions ($MTCO_2e$/year)[1]	Population (millions)	Average per capita Emissions ($MTCO_2e$/year)
World (2012)	46,049,400,000	7,098	6.5
United States (2013)	6,673,000,000	309	21.6
California (2013)	459,270,000	37.3	12.3
Belmont[2] (2013)	159,051	0.0264	6.0

Notes:
1. MTCO2e = Metric tons of carbon dioxide equivalent.
2. Entire community; includes municipal (City government) emissions.

Source: World Resources Institute, Climate Analysis Indicators Tool, 2015; US Environmental Protection Agency, Inventory of U.S. Greenhouse Gas Emissions and Sinks: 1990-2013, 2015; California Air Resources Board, California Greenhouse Gas Emission Inventory, 2015; City of Belmont Draft Climate Action Plan, 2017; United Nations, Department of Economic and Social Affairs, Population Division, 2015; and US Census, 2010.

TABLE 5-109: City of Belmont GHG Emissions Inventory

Sector[1]	2005 GHG Emissions ($MTCO_2e$/year)[2]	2013 GHG Emissions ($MTCO_2e$/year)[2]	2013 Percentage of GHG Emissions
Transportation	100,554	97,490	60%
Commercial and industrial uses	21,052	19,730	13%
Residential uses	42,134	38,778	25%
Generated waste and wastewater	3,908	2,742	2%
Water	0	311	0.2%
Total	**167,648**	**159,051**	**100%**

Notes:
1. Entire community; includes municipal (City government) emissions.
2. MTCO2e = Metric tons of carbon dioxide equivalent

Source: City of Belmont Draft Climate Action Plan, 2017

Regulations aimed at reducing GHG emissions at the state and regional levels will also contribute to emissions reductions in Belmont. For example, the California Renewable Portfolio Standard (RPS) mandates that 33 percent of electricity sold by the State's investor-owned utilities must be generated from renewable resources by 2020. The ~~Draft~~ CAP accounts for emissions reductions that can be expected from existing statewide initiatives, such as the RPS, vehicle fuel efficiency requirements, low carbon fuel standard, and other new legislation. As shown in Table 5-110, after accounting for these initiatives, no additional emission reductions would be required to meet the City's reduction target.

Belmont's Climate Change Initiatives

To date, the City of Belmont has undertaken with the Association of Bay Area the following sustainability efforts (as reported in the CAP):

- The City adopted the 2013 CALGreen Building Code with no local amendments. This code is more restrictive than the Green Building Ordinance the City had in place. This ordinance expired on January 1, 2014, when the new codes went into place.
- Implemented a program to reduce solar project permit fees if the contractor follows a set application checklist.
- Adopted procedures in accordance with Assembly Bill AB 2188, which streamlines permits for solar residential projects.

TABLE 5-1~~0~~1: Belmont GHG Emissions – 2005 Baseline; 2020 and 2035 Forecasts and Recommended Reduction Targets

Description	GHG Emissions ($MTCO_2e$/year)[1]
2005 Baseline Inventory	167,648
2020 Target Emissions at 15% below 2005[2]	142,501
2020 Year Emissions under Business-As-Usual	165,013
2020 Emissions Reduction Requirement[2,3]	22,512
2035 Target Emissions at 50% below 2005[2]	83,824
2035 Year Emissions under Business-As-Usual	196,422
2035 Emissions Reduction Requirement[2,3]	112,598
Reduction Attributable to State and San Mateo County Measures	95,351
Reduction Attributable to ~~Draft~~ CAP Measures	19,290
Total Reduction Attributable to State, County, and ~~Draft~~ CAP Measures	**114,641**
Remaining Reduction Needed	None

Notes:
1. MTCO2e = Metric tons of carbon dioxide equivalent.
2. This suggested reduction target has not yet been approved or adopted by the City.
3. Business-As-Usual minus recommended target.
Source: City of Belmont Draft Climate Action Plan, 2017.

- Adopted a Housing Element consistent Governments' Regional Housing Need Allocation for the 2015-2023 and the 2023-2031 planning timeframes.
- Implemented a City shuttle program, which includes a senior shuttle service. The Twin Pines Senior and Community Center offers a van shuttle service for seniors wishing to visit the Center.
- Implemented and continues to install and support bike lanes and bicycling infrastructure.
- Acquired significant open space areas through a policy initiative aimed at reducing development. (One-third of the City is currently open space.)
- Passed Measure F to reduce density and increase minimum lot size in the hillside areas of Belmont. (Measure F requires voter approval of any future amendments to the zoning ordinances governing the Hillside Residential districts.)
- Contracted with Recology of San Mateo County to provide composting services for organics along with solid waste services.
- Completed three rounds of audits and upgrades to City facilities through the San Mateo Energy Watch Program. In 2009, City Hall, Barrett Community Center, Corporation Yard and Conference Center received lighting retrofits.

- Completed a municipal facilities lighting and energy efficiency retrofit. The lLibrary was completed in June 2015 with the LED lighting and a recommissioned heating and cooling system. City Hall work was completed in 2016 and also includes new controllers for the heating and cooling system and LED lighting. Both of these projects are part of the Pacific Gas and Electric Company rebate program and are resulting in significant energy savings.
- Adopted a single-use bag ordinance.
- Currently including LED street–lights in City Complete Streets implementation.
- Completed 2013 Municipal and Communitywide GHG Emissions Inventories.

The CAP sets the three goals below that seek to reduce GHG emissions from Belmont. Each goal includes a number of specific measures that are described in the CAP. Some measures aim to reduce emissions from the community at large, while other measures may specifically focus on the operations of the City of Belmont.

- **Energy:** Increase municipal, residential, and commercial energy efficiency; renewable energy; efficient water use; and green building practices (CAP contains 14 specific measures to address this goal).
- **Transportation and Land Use:** Reduce emissions from transportation through efficient land use, alternate modes of transportation, and operational innovations (CAP contains 6 specific measures to address this goal).
- **Waste Generation:** Reduce solid waste generated and sent to landfills (CAP contains 3 specific measures to address this goal).

Adaptation and Resiliency to Climate Change

Although reducing GHGs to mitigate the effects of climate change is necessary to avoid the most catastrophic consequences of climate change, a certain amount of climate change is unavoidable. Therefore, effort must be made to adapt to the effects of climate change and build resiliency to its effects. Public health and safety, as well as infrastructure and property, are at risk, and well-informed planning can help reduce the threat. As explained above, some of the impacts on Belmont include sea level rise, increased wildfire risk, and increased potential for extreme heat events. A detailed explanation of the hazards that pose a risk to Belmont is included in the Safety Element.

As part of the ~~recent~~ 2025 update to the Safety Element, the City of Belmont completed a Climate Change Vulnerability Assessment to analyze the degree to which people, nature, the built environment, and other systems are susceptible to harm from climate change and associated hazards. This includes physical and mental injuries, property damage or destruction, environmental harm, economic damage, and other factors. The Vulnerability Assessment identifies priority vulnerabilities, which are the people, buildings, infrastructure, economic drivers, ecosystems and natural resources, and key services that should be considered the City's priorities in adaptation and resilience planning. In Belmont, the populations facing the greatest risk from climate change include older adults, low-resourced households, and persons with chronic illnesses and/or disabilities. The community assets and services that are considered priority vulnerabilities are emergency services, water and wastewater infrastructure and services, energy and communications infrastructure and services, and aquatic ecosystems. Aquatic habitats in the community include riparian areas such as Belmont Creek, Waterdog –Lake, and the salt marshes of O'Neill Slough. Severe weather is responsible for the most priority vulnerabilities in Belmont, followed by sea level rise, wildfire, and extreme heat.

San Mateo County's Local Hazard Mitigation Plan (LHMP) also evaluates the impacts of climate change on the natural hazards facing ~~the~~ San Mateo County. For example, flooding will be impacted by climate change due to sea level rise and increased intensity of storms. In terms of sea level rise, there is evidence that the global sea level is rising at an increased rate and will continue to over the next century. According to a joint effort of the San Francisco Bay Conservation and Development Commission (BCDC) and National Oceanic and Atmospheric Administration (NOAA) Office of Coastal Management, sea level rise in the Bay Area is expected to increase by approximately 16 inches by 2050 and 78~~55~~ inches by 2100 over 2000 baseline levels. The LHMP include~~show~~s an analysis of a similar high-

end scenario of ~~the potential impacts from a~~ 72-inch increase in sea level, in which both important public infrastructure such as ~~US~~ Highway 101 and a significant amount of private property, including the homes of approximately 1,900 residents of Belmont, would be inundated.

Increasing use of alternative modes of transportation, such as public transit and bicycling, is an important component to reducing greenhouse gas emissions in Belmont.

The Safety Element and the City of Belmont's Annex to the County's LHMP include~~s~~ actions to reduce the risks of natural hazards that are exacerbated by climate change. These include ~~developing an inventory of vulnerable populations within Belmont and~~ providing incentives for eligible entities, including homeowners, to adapt to risks through structural and nonstructural retrofitting. The City is committed to continuing to adapt to and build resiliency to the effects of climate change.

5.7 ARCHAEOLOGICAL AND~~&~~ PALEONTOLOGICAL RESOURCES

In addition to a desire by the local community to protect historic and prehistoric resources, State laws, most notably CEQA, protect archaeological and other cultural resources. Cultural resources are defined as buildings, sites, structures, or objects that may have historical, architectural, archaeological, paleontological, cultural, or scientific importance. Information on Belmont's cultural resources was obtained through a comprehensive record search by the Northwest Information Center of the California Historic Resources Information System, which is one of ten information centers affiliated with the California State Office of Historic Preservation.

At this time, many of Belmont's resources that were revealed in the records search are historic resources, which are discussed in detail in the Historic Preservation section of the Land Use Element. Two additional resources were identified as prehistoric archaeological sites, but the Information Center does not provide their specific locations in order to protect sites from looting. One multicomponent resource was identified that contains a prehistoric habitation site and the historic Ross House, at the Davey Glen Site. Potential unrecorded archaeological sites may exist in Belmont, particularly along Belmont and Laurel creeks, near wetlands areas, and in the foothill to valley ecotones (ecological transition areas). Any resources discovered must be evaluated, following CEQA requirements. There are no archaeological sites currently listed on the National Register of Historic Places in Belmont.

By adopting the CAP, the City commit~~s~~ted to take action to reduce GHG emissions. The CAP provides a prioritized list of actions, each of which would be further developed, studied, and vetted independently before being implemented. The CAP states that its programs and policies would give Belmont a viable path towards reducing emissions that, combined with emissions reductions resulting from State and regional policies, would meet the emissions reduction goals established in AB 32.

GOALS, POLICIES, AND ACTIONS

GOAL 5.1 Protect and maintain open space for the preservation of natural resources.

Policy 5.1-1 Ensure that any improvements recommended for open space areas are appropriate for the type of open space and the use proposed.

Policy 5.1-2 In portions of Belmont that include significant open space resources, use area plans to address the balance and interface between natural and developed areas.

Action 5.1-2a: Update the San Juan Hills and Western Hills area plans to accurately represent current conditions and protect open spaces for natural resource conservation, recreation, and for public health and safety. Remove references to action items that are complete; update vacant parcel surveys; update policies to reflect areas in permanent open space, areas designated for development, and land use policies; update geotechnical issues, topographic constraints, and safety issues; update habitat preservation; and reflect current law.

Action 5.1-2b: Promote site design techniques such as cluster-type housing to preserve sensitive environmental resources.

Policy 5.1-3 Reduce risk of wildland fire, ecological succession, and pathogen threats (such as Sudden Oak Death) through active maintenance of public spaces and education and enforcement of development standards on private property.

Action 5.1-3a: Develop consistent design standards for the interface between open space and the adjoining neighborhoods, and neighborhoods and the Urban/Wildland Interface Zone. Identify standards for the margin of space needed to allow wildlife, recreation, and aesthetic values to flourish while also reducing the threats of fire and invasive plants.

Action 5.1-3b: Establish standards for development projects, where appropriate and warranted, to incorporate natural features (such as hedgerows and wooded strips) to serve as buffers for adjacent natural areas with high ecological value. Include standards for fencing, brush clearing for fire prevention, and trails.

Action 5.1-3c: Establish clear boundaries between public open space and private property through the use of boundary markers, buffer zones, or other appropriate methods.

Policy 5.1-4: Implement land use planning and resource management practices that anticipate and accommodate ecosystem changes caused by climate change, ensuring long-term ecological health, community safety, and climate resilience. *See also discussion and policies in the Safety Element.*

Policy 5.1-54 Ensure that future acquisitions of open space land are compatible with the City's open space strategy and long-term interests. *See also Policy 4.5-1.*

Action 5.1-54a: Develop and adopt criteria and standards for the acquisition of open space by the City of Belmont. Criteria to determine the value of future open space acquisitions for the City could include connections to existing open space, natural resource values, or recreational opportunities. Various acquisition methods should also be considered, including donation and conservation easements. Care should be taken to weigh the positive effects of acquisition with the potential cost and liability of land management.

GOAL 5.2 Protect and preserve open space for public health, safety and recreation in areas that require special management for regulation.

Policy 5.2-1 Encourage the retention of areas that are hazardous to public safety and welfare as undeveloped open space, including steep hillsides unsuitable for development as identified in area plans and other detailed geotechnical studies; hydrological areas of concern; areas of geological instability; and appropriate setback areas on either side of known active fault traces. *See also discussion and policies in the Safety Element.*

Policy 5.2-2 Involve the public in stewardship of Belmont's open space resources.

Action 5.2-2a: Develop an active public engagement program for education and involvement in Belmont's open space. Encourage volunteers to maintain the trails, replant damaged areas, and remove invasive species.

Action 5.2-2b: Develop interpretive programs to enhance the community's understanding and engagement in the open space areas.

GOAL 5.3 Protect and restore biological and ecological resources in Belmont, including sensitive wildlife species and their habitats.

Policy 5.3-1 Support the protection, preservation, restoration, and enhancement of habitats of State or federally listed rare, threatened, endangered and/or other sensitive and special status species, and favor enhancement of contiguous areas over small, segmented remainder parcels.

Policy 5.3-2 Continue to maintain, protect, restore, and enhance Belmont's ecologically important areas and seek to reduce impacts on them, including the creek corridors, the open space, and the wetlands around O'Neill Slough.

Policy 5.3-3 To the greatest extent feasible, ensure that development does not disturb sensitive habitat and special status species by requiring appropriate and feasible mitigation measures.

Action 5.3-3a: Establish guidelines for habitat conservation and mitigation programs when sensitive habitat or special status species would be disturbed by development. These could include, but are not limited to:

- Protocols for the evaluation of a site's environmental setting and proposed design and operating parameters of proposed mitigation measures.
- Methodology for the analysis of land to be acquired or set aside for mitigation activities.
- Parameters for specification of the types and sources of plant material used for any revegetation, irrigation requirements, and post-planting maintenance and other operational measures to ensure successful mitigation by the project proponent.
- Monitoring at an appropriate frequency by qualified personnel and reporting of data collected to permitting agencies, if necessary.

Action 5.3-3b: If Endangered or Threatened Species are discovered prior to or during construction of a development project, require project proponents to consult a qualified biologist for recommended proper action, and incorporate appropriate mitigation measures.

Policy 5.3-4 Maintain functional wildlife corridors and habitat linkage in order to contribute to regional biodiversity and the viability of rare, unique or sensitive biological resources throughout the city and region.

Policy 5.3-5 In design and construction, require use of best practices that preserve natural resources, such as soil, trees, native plants, and permeable surfaces.

Policy 5.3-6 Avoid light pollution and unnecessary glare by requiring development projects to use design features and shielding methods that cast outdoor light downward and minimize glare and to install the minimum amount of outdoor lighting necessary for safety and security.

Action 5.3-6a: Update the *Zoning Ordinance* to include outdoor lighting standards consistent with best practices for safety and lighting to reduce high intensity outdoor lighting and glare.

Policy 5.3-7 Encourage the planting of native trees, shrubs, and grasslands in order to preserve the visual integrity of the landscape, provide habitat conditions suitable for native vegetation, and ensure the maximum number and variety of well-adapted plants are maintained.

Policy 5.3-8 Use native or drought-resistant vegetation in landscaping on City-owned property, and encourage private property owners to use native or drought-resistant vegetation in landscaping on private property.

Policy 5.3-9: Engage and collaborate with local tribes to incorporate traditional ecological knowledge and cultural heritage into the selection of native plant species for public and private

landscaping, habitat restoration, and infrastructure projects.

Policy 5.3-10: Engage and collaborate with local tribes to incorporate traditional ecological knowledge and cultural heritage into the selection of native plant species for public and private landscaping, habitat restoration, and infrastructure projects.

Policy 5.3-11 ~~9~~ Promote the healthy growth of trees and control the removal of trees within the city.

Action 5.3-11~~9~~a: Maintain and enforce the City's Tree Ordinance to provide adequate and reasonable tree protection and removal standards and best management practices.

Policy 5.3-12 ~~0~~ Allow neighborhood community gardens as a permitted use in all residential zoning districts.

Action 5.3-12~~0~~a: Update the Zoning Ordinance to include neighborhood community gardens as a permitted use in all residential zoning districts.

Policy 5.3-13: Collaborate with Sstate agencies, regional land managers like Midpeninsula Regional Open Space District, Golden Gate National Recreation Area, and neighboring local agencies to align invasive species monitoring and management efforts across jurisdictions.

Policy 5.3-14: Prioritize the use of California native and noninvasive plant species that are adapted to future climate conditions in public habitat restoration projects.

Policy 5.3-15: Implement and support programs for the strategic removal of invasive plant species and restoration of native habitats.

GOAL 5.4 Preserve and restore Belmont's waterways and adjacent corridors as valuable community resources that serve as plant and wildlife habitats, groundwater recharge facilities, flood control and irrigation components, and connections between open space areas.

Policy 5.4-1 Restore Belmont Creek to enhance ecological functions, biological resources, hydrology function, and flood control.

Action 5.4-1a: Continue to work in collaboration with the Department of Fish and Wildlife, US Army Corp of Engineers, the San Francisco Bay Regional Water Quality Control Board, the cities of San Carlos and Redwood City, San Mateo County, Caltrans, and other entities as needed, to identify and implement a long-term approach to address ongoing maintenance and creek improvements.

Action 5.4-1b: Consider implementing potential improvements to Belmont Creek as is feasible and appropriate, including but not limited to projects such as enlarging the bypass culvert on Harbor Boulevard; restoring the floodplain at Twin Pines Park without reducing existing park uses; constructing an off-line basin; building flood walls through lower Belmont Creek; daylighting sections of the eastern portion of the creek; improving the operations and design of Water Dog Lake; or installing tide gates at Marine Parkway.

Policy 5.4-2 Preserve, where possible, natural watercourses or provide naturalized drainage channels within the city. Where necessary and feasible, implement restoration and rehabilitation measures.

Policy 5.4-3 Protect, restore, and enhance a continuous corridor of native riparian vegetation and wildlife habitat along Belmont's waterways, water bodies, and wetlands.

Policy 5.4-4 Preserve and enhance the natural riparian environment along waterway corridors, including Belmont Creek, by minimizing environmental and visual impacts. *See also Policy 4.5-2 in the Parks, Recreation, and Open Space Element.*

Action 5.4-4a: Establish design and development standards for new development near waterway corridors to preserve and enhance the natural riparian environment along these corridors and ensure that building and vehicle service areas, loading docks, trash enclosures, and storage areas are set back from waterways and/or screened from view from the Belmont Creek corridor to minimize environmental and visual impacts.

GOAL 5.5 Preserve water quality by promoting the protection of Belmont's creeks and other natural water bodies from pollution.

Policy 5.5-1 Continue to participate in the San Mateo Countywide Water Pollution Prevention Program.

Policy 5.5-2 Encourage residents and businesses to use best management practices (BMPs) to reduce water pollutant loads that result from daily activities, such as using landscaping chemicals and fertilizers and repairing and washing cars outdoors.

Policy 5.5-3 Require development projects to incorporate structural and non-structural best management practices (BMPs) to mitigate or reduce the projected increases in pollutant loads, in accordance with the NPDES permit guidelines.

Policy 5.5-4 Ensure that the design and construction of new infrastructure elements does not contribute to stream bank or hillside erosion or creek or wetland siltation, and incorporates site design and source control BMPs, construction phase BMPs, and treatment control BMPs to minimize impacts to water quality.

Policy 5.5-5 Implement water pollution prevention methods to the maximum extent practicable, supplemented by pollutant source controls and treatment.

GOAL 5.6 Preserve water resources and provide for long-range community water needs by adopting best management practices for water use and conservation.

Policy 5.6-1 Work with the Mid-Peninsula Water District to meet State targets for reducing per capita urban water use.

Policy 5.6-2 Support the Mid-Peninsula Water District in advocating for reliable and fairly priced water from the San Francisco regional water system.

Policy 5.6-3 Encourage the Mid-Peninsula Water District to continue and expand its water conservation programs.

Policy 5.6-4 Set appropriate conditions of approval for each new development proposal to ensure that the necessary water supply facilities and water resources are in place prior to occupancy.

Policy 5.6-5 Continue the City's Water Conservation Strategy to reduce water use, control water cost, and promote environmental sustainability in municipal buildings, parks, landscaped areas, and athletic fields, as feasible and appropriate.

Policy 5.6-6: Work with Mid-Peninsula Water District to prepare for a reduced long-term water supply resulting from more frequent and severe drought events to implement extensive water conservation measures and ensure sustainable water supplies, including fire suppression needs.

Policy 5.6-7: Work with ~~Cal Water,~~ Mid-Peninsula Water District, and Bay Area Water Supply & Conservation Agency to promote rebate offerings for high-efficiency toilets, washing machines, rain barrels, and other water-conserving appliances for private property owners.

Policy 5.6-8: Continue to invest in programs that help residential and non-residential customers ~~save~~conserve water and save money by using the most efficient appliances and fixtures, fixing leaks, and practicing water-wise landscaping and indoor water consumption.

Action 5.6-8a: Provide information about native and drought-resistant species to community members and applicants who seek to install new or replacement landscaping.

Action 5.6-8b: Develop educational programs to encourage indoor water conservation and inform residents about the benefits of green infrastructure and nature-based solutions for drought resilience.

Policy 5.6-9: Require drought-tolerant landscaping in new private and municipal development, in accordance with applicable ~~S~~state and local legislation~~aws~~. Ensure that new landscaping does not exacerbate wildfire or flood risks~~,~~ and aligns with vegetation and stormwater management standards.

GOAL 5.7 Provide adequate wastewater collection, treatment, recycling and disposal facilities in a timely fashion to serve existing and future needs.

Policy 5.7-1 Continue to make improvements and upgrades to the wastewater system, consistent with the City's Sanitary Sewer System Capacity Analysis and the Silicon Valley Clean Water Conveyance System Master Plan.

Action 5.7-1a: Identify the improvements and upgrades that are necessary to improve and maintain the sewer infrastructure to serve the City's long-term needs and prioritize funding to complete the improvement projects.

Policy 5.7-2 Periodically review and update development impact fees, wastewater connection charges, and monthly service charges to ensure that adequate funds are collected to operate and maintain existing facilities and to construct new facilities.

Policy 5.7-3 Partner with Silicon Valley Clean Water to develop and implement a local purified/recycled water (treated wastewater) program for Belmont, as technology and infrastructure allow.

Action 5.7-3a: Establish a program to reduce water use in municipal buildings and allow use of recycled water in buildings and irrigation, as feasible and appropriate.

Action 5.7-3b: As it becomes available and cost-effective, encourage and consider providing incentives for, as appropriate, potential future customers to retrofit their water systems to utilize recycled water as part of Belmont's treated wastewater program.

GOAL 5.8 Provide adequate solid waste facilities and services for the collection, transfer, recycling, and disposal of refuse.

Policy 5.8-1 Promote solid waste reduction, recycling, and composting to Belmont residents and businesses as an important way to conserve limited natural resources and reduce greenhouse gas emissions.

Policy 5.8-2 Solicit the use of recycled products in City procurement documents.

GOAL 5.9 Maintain and improve the reliability of the City's storm drainage system, and promote best management practices to protect this system from flooding, enhance water quality, and prevent infrastructure deterioration.

Policy 5.9-1 Continue to make improvements and upgrades to the drainage system. Priorities should be to provide curbs and gutters to underserved areas (as feasible), improve facilities in areas that are subject to seasonal flooding, increase capacity of the system, and replace damaged lines in the storm drain system.

Action 5.9-1a: Identify the improvements and upgrades that are necessary to improve and maintain the storm drainage system to serve the City's long-term needs and prioritize funding to complete the improvement projects.

Action 5.9-1b: Pursue additional funding sources, including a potential impact fee, to complete projects to maintain and improve the reliability of the City's storm drainage system.

Action 5.9-1c: Study and consider adopting a program to mandate that the City annually complete maintenance and improvements on a portion of the storm drainage system, to ensure that the City prioritizes and completes maintenance projects.

Policy 5.9-2: Encourage development projects of all sizes to incorporate site design measures that facilitate groundwater recharge and natural hydrological processes, allowing stormwater to infiltrate the ground on-site and/or be collected for reuse in landscaping and designated to on-site stormwater detention facilities. Such measures may include:

- Canopy trees or shrubs to absorb rainwater;
- Grading that lengthens flow paths over permeable surfaces and increases runoff travel time to reduce the peak hour flow rate;
- Partially removing curbs and gutters from parking areas where appropriate to allow stormwater sheet flow into vegetated areas;

- Installation of green roofs on buildings;
- Use of permeable paving in parking lots and other areas characterized by significant impervious surfaces;
- On-site stormwater detention, use of bioswales and bioretention basins to facilitate infiltration; and
- Integrated or subsurface water retention facilities to capture rainwater for use in landscape irrigation and other non-potable uses.

GOAL 5.10 Reduce emissions of ozone-producing pollutants and particulate matter to improve regional air quality and protect the health of Belmont and Bay Area residents.

Policy 5.10-1 Coordinate air quality planning efforts with other local, regional, and State agencies.

Action 5.10-1a: Support the Bay Area Air Quality Management District's efforts to reduce pollution and improve air quality through the Spare the Air program, which includes restrictions on wood smoke pollution and transportation-related air pollution emissions.

~~Policy~~Action 5.10-1b: Expand participation in ~~BAAQMD's~~the Air District's Clean Air Filtration Program by supporting residential filter installation and maintenance. Partner with community-based organizations for program implementation, prioritizing vulnerable populations.

Policy 5.10-2 Require that new developments with sensitive uses that are~~is~~ located adjacent to sources of toxic air contaminants (TAC) be designed to minimize any potential health risks.

~~Action: Require new developments to incorporate air quality mitigation measures proportional to their projected impact, such as including installation of EV charging infrastructure, indoor air filtration systems, and vegetative barriers.~~

~~**Policy:** Site new sensitive receptors, including schools, medical facilities, and senior housing, at least 1,000 feet away from major sources of air pollution when feasible.~~

Policy 5.10-3 Ensure that construction and grading activities minimize short-term impacts to air quality by employing appropriate mitigation measures and best practices.

Action 5.10-3a: Require applicants proposing new development projects within the Planning Area to require their contractors, as a condition of contract, to reduce construction-related GHG emissions by implementing ~~BAAQMD's~~ the Air District's recommended best management practices, including (but not limited to) the following measures (based on ~~BAAQMD's~~ the Air District's ~~(~~2011~~)~~ CEQA Guidelines):

- Use local building materials of at least 10 percent (sourced from within 100 miles of the planning area).
- Recycle and reuse at least 50 percent of construction waste or demolition materials.

Policy 5.10-4 Support land use, transportation management, infrastructure, and environmental planning programs that reduce vehicle emissions and improve air quality.

Action 5.10-4a: Implement the recommendations in the City's transportation studies, such as those in the Ralston Avenue Corridor Study, to ease congestion, improve multimodal mobility, and reduce traffic-generated exhaust. *See Policy 3.1-3 in the Circulation Element.*

Action 5.10-4b: Consistent with the goals and policies in the Land Use Element and development patterns shown on the Land Use Diagram, promote mixed use development in Belmont Village and along the El Camino Real Corridor that is supportive of alternative modes of transportation (public transit, walking, bicycling, etc.) and lessens the need for and length of vehicle trips.

Policy 5.10-5 Provide information about non-toxic alternatives to construction, interior and exterior finishes and furnishings, and planting and landscaping maintenance to contractors, business owners and homeowners to enhance indoor and outdoor air quality and reduce exposure to toxins.

Policy 5.10-6 Ensure compliance with the most current Bay Area Clean Air Plan by implementing the Plan's recommended Transportation Control Measures (TCMs). *See policies under Goal 3.2.*

Note: The 2017 Clean Air Plan identifies numerous TCMs aimed at reducing vehicle trips and vehicle miles traveled; increasing access to and support of alternative modes of transportation; promoting compact, walkable land use patterns; and increasing public education and awareness.

Policy 5.10-7: Integrate air quality considerations into the planning of Capital Improvement Projects, with emphasis on reducing exposure for environmental justice communities and other vulnerable populations.

Action 5.10-7a: Establish a program to retrofit existing public buildings with high-efficiency air filtration systems, prioritizing facilities serving vulnerable populations.

Policy 5.10-8: Prioritize the protection of vulnerable populations from adverse air quality impacts through appropriate land use decisions and development standards.

Action 5.10-8a: Develop an Air Quality Communication Program that provides real-time air quality information and health guidance to residents during poor air quality events, with targeted outreach in multiple languages to vulnerable populations.

Policy 5.10-9: Support and secure funding for clean air facilities that provide refuge during poor air quality events. This includes maintaining the existing permanent clean air facility, incorporating air filtration systems in new and renovated resilience centers, supporting comparable private facilities, and prioritizing locations accessible to transit-dependent and vulnerable populations.

Policy 5.10-10: Encourage and coordinate with regional transit agencies to provide free or reduced-cost public transportation during Spare the Air days to reduce vehicle emissions.

GOAL 5.11 Reduce emissions of greenhouse gases to 15 percent below the 2005 baseline levels by 2020 and to 50 percent below the 2005 baseline levels by 2035.

Policy 5.11-1 Adopt a Climate Action Plan that incorporates a Greenhouse Gas Emissions Reduction Plan, which quantifies current and anticipated future emissions and focuses on feasible actions the City can take to minimize the adverse impacts of General Plan implementation on climate change and air quality.

Action 5.11-1a: Maintain an inventory of greenhouse gas emissions from City operations and track related solid waste, energy, economic, and environmental data. Update the inventory periodically as additional data and methodologies become available.

Policy 5.11-2 Support the Climate Action Plan's (CAP's) goals and implement the CAP's reduction measures and strategies to reduce greenhouse gas emissions.

Action 5.11-2a: Support local actions that will reduce motor vehicle use, support alternative forms of transportation, improve energy efficiency, require energy conservation in new construction, and manage energy in public buildings, in accordance with State law.

Action 5.11-2b: Periodically monitor and report the City's progress in reducing greenhouse gas emissions and meeting State targets.

Policy 5.11-3 Support and implement the Climate Action Plan's adaptation strategies and measures that promote resiliency to climate change impacts, such as sea level rise, extreme heat events, regional drought, and increased flooding.

Policy 5.11-4 Support and participate in regional efforts to reduce greenhouse gas emissions and implement adaptation strategies.

GOAL 5.12 Preserve and protect areas and sites of prehistoric, cultural, and archaeological significance.

Policy 5.12-1 Ensure that development avoids potential impacts to sites suspected of being archeologically, paleontologically, or culturally significant, tribal or otherwise, or of concern by requiring appropriate and feasible mitigation.

Action 5.12-1a: Establish guidelines and mitigation programs when sites of archaeological, paleontological, and/or cultural concern, *tribal or otherwise,* would be disturbed by development, including:

- Requiring a records review for development proposed in areas that are considered archaeologically or paleontologically sensitive;

- Determining the potential effects of development and construction on archaeological or paleontological resources (as required by CEQA);
- Requiring pre-construction surveys and monitoring during any ground disturbance for all development in areas of historical and archaeological sensitivity; and,
- Implementing appropriate measures to avoid the identified impacts, as conditions of project approval.

Policy 5.12-2 If cultural, archaeological, paleontological, or cultural resources, tribal or otherwise, are discovered during construction, grading activity in the immediate area shall cease and materials and their surroundings shall not be altered or collected until evaluation by a qualified professional is completed.

- A qualified archaeologist or paleontologist must make an immediate evaluation and avoidance measures or appropriate mitigation should be completed, according to CEQA Guidelines.
- Use the State Office of Historic Preservation's recommendations for the preparation of Archaeological Resource Management Reports as guidelines.

Note: See the Historic Preservation section of Land Use Element for goals, policies, and actions focused specifically on historic districts and landmarks and their preservation.

ENDNOTES

[i] Halofsky, J.E., Peterson, D.L., Buluç, L.Y., & Ko, J.M. 2021. *Climate change vulnerability and adaptation for infrastructure and recreation in the Sierra Nevada*. Gen. Tech. Rep. PSW-GTR-272. Albany, CA: U.S. Department of Agriculture, Forest Service, Pacific Southwest Research Station.

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March 9, 2026

City of Belmont
1 Twin Pines Ln
Belmont, CA 94002

Subject: City of Belmont Funds for The Ridge on Masonic – 951 Old County Road Belmont, CA 94002

To the city of Belmont,

We are writing to request city affordable housing funds for our Ridge on Masonic project located at 951 Old County Road. The Ridge on Masonic ("Project") is a proposed new construction 100% affordable, multifamily that will feature 63 units housed within an eight-story mid-rise building. Emphasizing affordability, the units will all be set-aside to tenants earning no more than 70% of the Area Median Income. The Project will include 21 one-bedroom, 21 two-bedroom, and 21 three-bedroom units. It is important to note that 4 one-bedrooms are reserved for permanent supporting housing. The Project will offer a variety of community amenities including community gathering spaces, central laundry on each floor, children's play area, and bike storage. Construction is anticipated to begin in Q1 2027 and be completed Q4 2028, assuming a successful May 2026 CDLAC application.

The Project site is located in a High Resource Area as determined by CTCAC/HCD. This means that CTCAC/HCD have determined this area possesses the highest level of opportunity by considering levels of poverty or wealth, degree of segregation, and quality of education. CTCAC/HCD prioritizes the funding of affordable housing in Highest Resource areas because studies have shown that this results in both racial integration of neighborhoods and offers new economic opportunities to low-income people. In addition to being in a High resource area, the Project will have access to a variety of amenities within ½ mile, including a grocery store, a light rail station, a gas station, and a variety of retail and restaurants.

Financing Plan

The Project anticipates applying for Tax-Exempt Bonds, State Tax Credits, in the second CDLAC round on May 19, 2026. The project has already secured $1,000,000 in San Mateo County funding for both construction and permanent financing. The project is also expected to be in a position to win another $2.0 MM from the county. We expect a competitive CDLAC application for this project based on the project's high resource location, deep levels of affordability, and awarded county funds. If successful, we expect the project to follow the below anticipated schedule.

Milestone	Completed/Anticipated	Date
Site Acquisition	Completed	November 3, 2025
Entitlements	Completed	January 23, 2025
SMC AHF 13.0 Award	Completed	October 19, 2025
FY 2026-27 Winter Federa/State Funds SMC NOFA Application Submission	Completed	January 15, 2026
FY 2026-27 Winter Federa/State Funds SMC NOFA Application Submission	Anticipated	April 21, 2026
Tax Credit Application Submission	Anticipated	May 19, 2026
Tax Credit Award Date	Anticipated	August 18, 2026
Closing/Construction Start Date	Anticipated	January 30, 2027
Construction Completion Date	Anticipated	October 30, 2028
100% Occupancy	Anticipated	January 30, 2029
Stabilization	Anticipated	April 30, 2029
Receipt of 8609	Anticipated	April 30, 2030

Address: 4429 Morena Blvd, Suite A, San Diego, CA 92117
Telephone: (646) 518 7280; E-Fax: (646) 304 2255; Website: www.crpaffordable.com

Funding Request

During this project, we are grateful for both the cooperation and persistence during the entitlement and approval process. We view the city of Belmont as much more than just the jurisdiction of where this project is located, but as a valued partner in the overall development. During these challenging economic times and geopolitical uncertainty, it is more important than ever to deliver desperately needed affordable housing in the present when the opportunity arises. The Ridge on Masonic is that opportunity that could be ready to break ground by February of 2027. As a requirement for our awarded San Mateo County funding, we are requesting $2.00 MM in city funds that will further support the construction of 63 units of affordable housing within the city of Belmont. These funds will be utilized to fund construction costs that are increasing year-over-year. We believe these funds will be the final financing piece for this project.

DocuSigned by:
Paul Salib
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Paul Salib
Authorized Signatory