



**BOARD OF PORT COMMISSIONERS
PORT OF REDWOOD CITY
AGENDA
REGULAR MEETING
WEDNESDAY, 8:00 AM
MARCH 26, 2025**

**CHAIR: STAN MAUPIN
VICE CHAIR: NANCY C. RADCLIFFE
SECRETARY: MIKE CLAIRE
COMMISSIONER: CHU CHANG
COMMISSIONER: DANI GASPARINI**

*****HYBRID MEETING — IN-PERSON AND BY VIDEOCONFERENCE*****

The BOARD OF PORT COMMISSIONERS (BOARD) hereby provides notice that it will hold a regular meeting of the BOARD. This meeting of the Board will be held in the Port Administrative Offices (located at 675 Seaport Boulevard, Redwood City, California 94063), and by teleconference pursuant to Government Code Section 54953(e). Members of the public will be able to participate in the meeting remotely via the Zoom platform or in person at the Port Administrative Offices. The public is welcome to attend in person or alternatively via Zoom. PURSUANT TO THE RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL.

Members of the public may also access and observe the meeting by joining by video teleconference via Zoom at: <https://zoom.us/join> Meeting ID: 985 1201 8699 Password: 85917060

Or use this link: <https://us06web.zoom.us/j/98512018699?pwd=dTc3a09SMWN5bDFQMFZMSDM4WVNSZz09>

To join by audio teleconference: Phone: (669) 900-6833 or (346) 248-7799 Meeting ID: 985 1201 8699

The Port of Redwood City is not responsible for a member of the public's technical ability to participate in the meeting.

HOW TO PROVIDE PUBLIC COMMENTS BEFORE THE BOARD MEETING:

Members of the public may also submit public comments on items of public interest that are within the subject matter jurisdiction of the Board via email to publiccomments@redwoodcityport.com. All public comments received by 7:45 AM on the date of the Board meeting will be read into the record with a time limit of three minutes per commenter unless otherwise indicated.

HOW TO PROVIDE PUBLIC COMMENTS DURING THE BOARD MEETING:

By video conference, use the "Raise Hand" feature to request to speak.

By teleconference, press *9 to "Raise Hand" (request to speak) and *6 to unmute.

Members of the public in attendance at the meeting who wish to speak on a matter within the jurisdiction of the Board of Port Commissioners should complete a speaker's slip to be recognized by the Chair at the appropriate time. Public comment from video teleconference will be heard first.

AGENDA ITEM

- I. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**
- II. PUBLIC COMMENT —** The Chair of the Board will recognize members of the public to make public comments on items of public interest that are within the subject matter jurisdiction of the Board. Comments on non-agendized items will be taken during the Public Comment period. Comments pertaining to agendized items will be taken at the time the agenda item is considered. Public comments received via email as provided above will be read into the record with a time limit of three minutes per commenter. No action will be taken on any public comment on a matter not appearing on the Agenda as a separate item unless otherwise authorized by law.
- III. APPROVAL OF MINUTES — NONE**
- IV. APPROVAL OF CLAIMS — MARCH 18, 2025**
ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE

V. ORDINANCES

- A. ORDINANCE OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY AMENDING SECTIONS 2 AND 10 OF ORDINANCE P-295 APPROPRIATING ANTICIPATED REVENUES AND OTHER GENERAL FUNDS OF THE PORT OF REDWOOD CITY FOR THE FISCAL YEAR JULY 1, 2024 – JUNE 30, 2025**

CEQA: THE ACTION BEFORE THE BOARD IS NOT SUBJECT TO CEQA REVIEW PROCESS PURSUANT TO RESOURCE CODE, SECTION 21065 AND GUIDELINES, SECTION 15378

ACTION: MOTION TO WAIVE THE FULL READING AND INTRODUCE THE ORDINANCE; PUBLIC COMMENT; ROLL CALL VOTE

VI. RESOLUTIONS

- A. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING THE MAINTENANCE DREDGING 2024 PROJECT AND AUTHORIZING RELEASE OF PAYMENT AND PERFORMANCE BONDS PURSUANT TO THE TERMS OF THE CONTRACT WITH THE DUTRA GROUP**

CEQA: THE ACTION BEFORE THE BOARD IS NOT SUBJECT TO CEQA REVIEW PROCESS PURSUANT TO RESOURCE CODE, SECTION 21065 AND GUIDELINES, SECTION 15378

ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE

- B. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY AUTHORIZING EXPENDITURE FOR PUBLIC IMPROVEMENTS, WAIVING THE REQUIREMENT OF COMPETITIVE PUBLIC BIDDING IN CONNECTION THEREWITH; ACCEPTING THE PROPOSAL OF BALFOUR BEATTY RAIL AND AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK**

CEQA: THE ACTION BEFORE THE BOARD IS NOT SUBJECT TO CEQA REVIEW PROCESS PURSUANT TO RESOURCE CODE, SECTION 21065 AND GUIDELINES, SECTION 15378

ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE

- C. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING THE PROPOSAL OF QOVO SOLUTIONS INC. FOR CCTV UPGRADE AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK**

CEQA: THE ACTION BEFORE THE BOARD IS NOT SUBJECT TO CEQA REVIEW PROCESS PURSUANT TO RESOURCE CODE, SECTION 21065 AND GUIDELINES, SECTION 15378

ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE

VII. MOTIONS — NONE

VIII. REPORTS/PRESENTATIONS — NONE

IX. EXECUTIVE DIRECTOR'S REPORT

X. MATTERS OF BOARD INTEREST

XI. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION —

BASED ON EXISTING FACTS AND CIRCUMSTANCES, THE LEGISLATIVE BODY OF THE LOCAL AGENCY HAS DECIDED TO INITIATE OR IS DECIDING WHETHER TO INITIATE LITIGATION." GOVERNMENT CODE, SECTION 54956.9 (d)(4)

NUMBER OF CASES: 1

XII. ADJOURNMENT — TO REGULAR MEETING OF APRIL 9, 2025

ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE

DOCUMENTS: Public records that relate to an agenda item for an open session of a regular meeting of the Board of the Port Commissioners, which are released less than 72 hours prior to the meeting, are available to the public at the Port offices at 675 Seaport Boulevard, Redwood City, CA 94063.

ALTERNATIVE AGENDA FORMATS: The Board of the Port Commissioners will provide public records in appropriate alternative formats upon request by any person with a disability consistent with the federal Americans with Disabilities Act of 1990 and disability related accommodation to enable participating in the public meeting consistent with federal Americans with Disabilities Act of 1990. Please send a written request to the Clerk of the Board at the Port of Redwood City, 675 Seaport Boulevard, Redwood City, CA 94063, or via email at info@redwoodcityport.com and include address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least seven calendar days before the meeting.



**BOARD OF PORT COMMISSIONERS
PORT OF REDWOOD CITY**

STAFF REPORT

DATE: March 26, 2025

ITEM NO: V.A

SUBMITTED BY: Rajesh Sewak, Director of Finance and Administration

TITLE: ORDINANCE OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY AMENDING SECTIONS 2 AND 10 OF ORDINANCE P-295 APPROPRIATING ANTICIPATED REVENUES AND OTHER GENERAL FUNDS OF THE PORT OF REDWOOD CITY FOR THE FISCAL YEAR JULY 1, 2024 – JUNE 30, 2025

RECOMMENDATION

Staff recommends that the Board of Port Commissioners (Board) amend Section 2 and section 10 of Fiscal Year 2024-25 Budget Ordinance (P-295), which appropriates anticipated revenues and other general funds for the fiscal year July 1, 2024 – June 30, 2025.

BACKGROUND

On May 22, 2024, the Board approved the Budget Ordinance (P-295), which did not include dredging of the Port's berths at wharves 1 through 4. Staff was also not unaware of additional maintenance required to maintain the rail line's operability and the failing computer backup server. Recently, Balfour Beatty, the Ports 3rd party inspector, notified the Port of the deteriorated rail line - necessitating immediate repair, and our IT consultant advised us of replacing the computer backup server. Furthermore, the decision to dredge the berths was made after the Fiscal Year 2024-25 Budget had been approved. The estimated cost of completing these projects is approximately \$2.35 million (\$1.8 million for dredging, \$450,000 for rail repairs and \$100,000 to replace computer backup server). These projects will be adequately funded from the Port's operational revenues.

ANALYSIS

Cost Recovery	Not applicable
Port 2020 Vision	Comports with the Port's 2020 Vision
Budget	The project cost will be included within the Board approved budget

ALTERNATIVES

N/A

ENVIRONMENTAL REVIEW

The action before the Board for consideration today is not subject to the CEQA review process pursuant to Resource Code, Section 21065 and Guidelines, Section 15378.



Staff



Executive Director

ATTACHMENTS

A. Ordinance

ATTACHMENT A
ORDINANCE NO. P-

**ORDINANCE OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF
REDWOOD CITY AMENDING SECTIONS 2 AND 10 OF ORDINANCE P-295
APPROPRIATING ANTICIPATED REVENUES AND OTHER GENERAL
FUNDS OF THE PORT OF REDWOOD CITY FOR THE FISCAL YEAR
JULY 1, 2024 – JUNE 30, 2025**

**BE IT ORDAINED BY THE BOARD OF PORT COMMISSIONERS OF THE CITY OF
REDWOOD CITY, AS FOLLOWS:**

WHEREAS, an annual budget containing an estimate of the revenues and expenses of the Port of Redwood City for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, has been presented to and approved by the Board of Port Commissioners of the Port of Redwood City (the "Board"); and

WHEREAS, the Board, by Ordinance No. P-295 (the "2024 – 2025 Budget Ordinance"), adopted on May 22, 2024, appropriated and authorized the expenditure of said anticipated revenues in accordance with the above-mentioned budget; and.

WHEREAS, the Board desires and intends to amend certain appropriations and expenditures set forth in Sections 2 and 10 of the 2024 – 2025 Budget Ordinance.

NOW THEREFORE;

**BE IT ORDAINED BY THE PORT OF REDWOOD CITY BOARD OF PORT
COMMISSIONERS OF THE CITY OF REDWOOD CITY, AS FOLLOWS:**

SECTION 1. GENERAL. The estimated revenues of the Port of Redwood City for Fiscal Year July 1, 2024 – June 30, 2025, and all unexpended and unencumbered monies remaining in the Port funds at the close of Fiscal Year July 1, 2023 – June 30, 2024, are allocated and appropriated as set forth in the 2024 – 2025 Budget Ordinance, and as amended by this Ordinance.

SECTION 2. OPERATING EXPENSES - IS AMENDED AS FOLLOWS: The additional sum of Two Million dollars (\$2,000,000) is hereby appropriated from General Funds for the payment of operating expenses in connection with the operation of the Port of Redwood City, during the Fiscal Year July 1, 2024 - June 30, 2025, and this expenditure of said sum for the purpose stated below is authorized.

Line Item 1. Marine Terminal	\$4,365,189
Total Operations	\$7,208,387

SECTION 10. CAPITAL IMPROVEMENTS – IS AMENDED AS FOLLOWS: The sum of Three Million One Hundred Fifty Thousand dollars (\$3,150,000) is hereby appropriated from the Port Reserve Funds in connection with Capital Improvements Program for the Port of Redwood City during the Fiscal Year July 1, 2024 – June 30 2025 and this expenditure of said sum for the purpose stated herein is authorized.

Line Item 1. Marine Terminal; \$4,365,189

SECTION 3. EFFECTIVE DATE. This ordinance shall be effective and operative thirty (30) days after its adoption.

Introduced on the 26th day of March 2025.

Passed and adopted as an Ordinance by the Board of Port Commissioners of the City of Redwood City this _____ day of April, 2025 by the following vote:

AYES, Commissioners:

NOES, Commissioners:

ABSTAIN, Commissioners:

ABSENT, Commissioners:

Chair Maupin, Board of Port Commissioners

Attest:

Secretary Claire, Board of Port Commissioners



**BOARD OF PORT COMMISSIONERS
PORT OF REDWOOD CITY**

STAFF REPORT

DATE: March 26, 2025

ITEM NO: VI.A.

SUBMITTED BY: Don Snaman, Operations Contractor via Christie Coats Director of Operations

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING THE MAINTENANCE DREDGING 2024 PROJECT AND AUTHORIZING RELEASE OF PAYMENT AND PERFORMANCE BONDS PURSUANT TO THE TERMS OF THE CONTRACT WITH THE DUTRA GROUP

RECOMMENDATION

Staff recommends that the Board of Port Commissioners (Board) accept the Maintenance Dredging 2024 Project by The Dutra Group (Dutra), releasing payment of approximately \$86,502 in retention funds, and returning the payment and performance bonds in accordance with the contract documents.

BACKGROUND

On October 9, 2024, the Board approved the execution of an agreement with Dutra in the amount of \$1,867,365 to perform maintenance dredging at the Port's Wharves 1, 2, 3 & 4, Multi-Agency Maritime Facility (MAMF) and Boatyard Approach Area (Attachment A). The agreement with Dutra required Wharves 1-4 be dredged to the design depth of -34' Mean Lower Low Water (MLLW) with up to 1' allowable over-depth to -35' MLLW; MAMF be dredged to -8' MLLW with up to 1' allowable over-depth to -9' MLLW; and Boatyard Approach Area to -12' MLLW with up to 1' allowable over-depth to -13' MLLW. Pursuant to the contract documents, approximately 34,231 cubic yards was to be dredged from Wharves 1-4 with no more than 20% of the dredged material disposed at SF-11; no more than 40% disposed at SF-DODS; and no less than 40% disposed at an upland beneficial reuse site. The contract documents estimated 13,593 cubic yards was to be dredged from the MAMF and Boatyard Approach Area with 100% of the dredged material to be disposed at an upland beneficial reuse site. All in-water work was required to be completed by November 30, 2024.

ANALYSIS

On November 24, 2024 Dutra mobilized to the site and by November 25, 2024 dredged approximately 8,800 cubic yards from Wharves 1-4 and disposed approximately 6,800 cubic yards at SF-11 before the environmental work window for disposal ended on November 30, 2024. The remaining approximately 2,000 cubic yards were beneficially reused as cover material at Montezuma Wetlands Restoration Project (MWRP). At no cost to the Port, Dutra remobilized to the Port on December 17, 2024 and by December 22, 2024 completed dredging approximately 27,400 cubic yards from Wharves 1-4 with all disposal at MWRP.

Regulatory permit amendments and extensions for the dredging of the MAMF and Boatyard Approach Area were not received until January 14, 2025. Due to delays in receiving regulatory permits for the MAMF and Boatyard Approach Area, Dutra had to remobilize to the Port to complete the project.

On January 29, 2025 the Post-Dredge survey showed all areas at Wharves 1-4 were at a depth of at least -34' MLLW and nearly all areas of the MAMF were dredged to -8' MLLW, with unanticipated rip rap found near the shoreline that could not be removed due to regulatory permitting restrictions (Attachment B). The Port's engineer, Haley Aldrich, provided construction oversight services during the project and has recommended acceptance of the project (Attachment C).

Total cost of the dredging was \$1,730,040, including \$300,000 for additional mobilization and demobilization, which is approximately \$137,325 less than initial proposal amount of \$1,867,365.

DATE: March 26, 2025

ITEM NO: VI.A.

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY
ACCEPTING THE MAINTENANCE DREDGING 2024 PROJECT AND AUTHORIZING RELEASE OF
PAYMENT AND PERFORMANCE BONDS PURSUANT TO THE TERMS OF THE CONTRACT
WITH THE DUTRA GROUP

The action before the Board today comports with the following:

Cost Recovery	Not applicable
Port 2020 Vision	Comports with the Port's 2020 Vision
Budget	The project cost is included within the Board's anticipated budget amendment

ALTERNATIVES

N/A

ENVIRONMENTAL REVIEW

The project is categorically exempt from CEQA pursuant to section 15301: minor alteration of an existing facility involving negligible or no expansion of an existing use.



Staff



Executive Director

ATTACHMENTS

- A. Staff Report dated October 9, 2024 (without enclosures)
- B. Post-dredge survey dated January 29, 2025
- C. Haley & Aldrich letter of recommendation dated February 26, 2025
- D. Resolution



ATTACHMENT A

BOARD OF PORT COMMISSIONERS PORT OF REDWOOD CITY

STAFF REPORT

DATE: October 9, 2024

ITEM NO: VI.A

SUBMITTED BY: Don Snaman, Operations Contractor via Christie Coats, Director of Operations

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BIDS FOR THE MAINTENANCE DREDGING 2024 PROJECT AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK; AND DIRECTING RETURN OF SECURITY DEPOSITS (THE DUTRA GROUP)

RECOMMENDATION

Staff recommends that the Board of Port Commissioners (Board) execute an agreement with The Dutra Group for the maintenance dredging of Wharves 1-4, Multi-Agency Maritime Facility (MAMF) and Boatyard Approach Area at the Port of Redwood City (Port).

BACKGROUND

On September 11, 2024 the Board approved the contract documents and solicitation of bids for the maintenance dredging of 34,231 cubic yards of sediments from Wharves 1-4 and 13,593 cubic yards of sediment from the MAMF and Boatyard Approach Area (Attachment A). Based on the Sampling and Analysis Results presented to and approved by Dredge Material and Management Office (DMMO) on September 18, 2024, all of the sediments could be disposed at the in-Bay disposal site adjacent to Alcatraz Island (SF-11), the deep ocean disposal site approximately 50-miles outside the Golden Gate (SF-DODS), or disposed for beneficial reuse at Cullinan Ranch Restoration Project (CRRP) and/or beneficially reused as cover material at the Montezuma Wetlands Restoration Project (MWRP). If sediment characterization is within limits for disposal at the different disposal sites, the Port's 10-year Integrated Alternatives Analysis (IAA) commits the Port to disposing a minimum of 40% of dredged sediments for beneficial reuse, a maximum of 40% at SF-DODS, and a maximum of 20% at SF-11, commonly referred to as 40/40/20.

The contract documents direct the contractor to dispose all the sediments from the MAMF and Boatyard Approach Area, 13,593 cubic yards, at MWRP and/or CRRP. To meet the IAA goals of 40% beneficial reuse of the total volume dredged, an additional minimum of 5,536 cubic yards from Wharves 1, 2, 3 & 4, for a total of 19,129 cubic yards, must be disposed at MWRP and/or CRRP. In addition, the contract documents state no more than 19,130 cubic yards, or 40% of the total volume, can be disposed at SF-DODS, and no more than 9,565 cubic yards, or 20% of the total volume, can be disposed at SF-11. The formatting of the proposal form allowed the bidder to potentially dispose of up to 100% of the sediments for beneficial reuse. Award of the contract is to the lowest responsible bidder.

ANALYSIS

On September 12, 2024 contract documents were provided to seven potentially interested dredging contractors. The contract documents were also posted on the Port's website and a Notice to Bidders was published in a local newspaper (Attachment B). On September 18, 2024, questions from bidders regarding the contract documents were due to the Port. On September 20, 2024 Addendum #1 was issued by the Port with responses to bidders questions (Attachment C). Due to the potential presence of rip rap within the dredge footprint of the MAMF and Boatyard Approach Area, a revised Sheet C-103 (Attachment D) was included that slightly revises the dredging footprint to not include any areas that may potentially contain rip rap. Any future work involving the rip rap, if necessary, will be done at a later date. In accordance with DMMO policy, Addendum #1 allows the contractor to dredge beyond the work window

ATTACHMENT A

DATE: October 9, 2024

ITEM NO: VI.A

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BIDS FOR THE MAINTENANCE DREDGING 2024 PROJECT AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK; AND DIRECTING RETURN OF SECURITY DEPOSITS (THE DUTRA GROUP)

ending November 30, 2024, only if the disposal occurs at CRRP and/or MWRP. Addendum #1 revised the completion date to December 31, 2024, provided the disposal occurs at CRRP and/or MWRP after November 30, 2024. Addendum #2 was issued on September 23, 2024 providing a regulatory permit (Attachment E). On September 25, 2024, proposal forms were due to the Port.

Bids were received from three qualified contractors (Attachment F), including one from the low bid contractor, The Dutra Group, for \$1,867,365.00. Two bidders, including The Dutra Group, propose to dispose of the sediments in accordance with the Port's minimum IAA requirements of 40/40/20. One bidder proposed to dispose of 80% of the sediments for beneficial reuse and 20% to SF-11. The Port's engineering consultant, Haley & Aldrich, has provided engineers estimates for the 40/40/20 proposed disposal option and the 80/20 disposal option (Attachment G). Haley & Aldrich have reviewed the bids for completeness and is recommending the Port award the contract to The Dutra Group (Attachment H). Staff has reviewed the status of the contractor's licenses, insurance and bond information, and references, finding all to be in good order. Additionally, Dutra has successfully completed the previous three berth maintenance dredging episodes in 2015, 2018, and 2021.

Cost Recovery	Not applicable
Port 2020 Vision	Comports with the Port's 2020 Vision
Budget	The project cost is included within the Board approved budget

ALTERNATIVES


Postpone the project until fall 2025. Currently the U.S. Army Corps of Engineers is conducting channel maintenance dredging to the design depth of -30' MLLW. If the berths are not dredged this year to their design depth of -34' MLLW, the depths of the berths maybe used by the Bar Pilots as the controlling depth versus the channel depth.

ENVIRONMENTAL REVIEW

The project is categorically exempt from CEQA pursuant to section 15301: minor alteration of an existing facility involving negligible or no expansion of an existing use.



Staff



Director of Operations

ATTACHMENTS

- A. Staff Report dated September 11, 2024 (without enclosures), approving the issuance of contract documents and solicitation of bids
- B. Public Notice of Bid (proof of publication)
- C. Addendum #1 (with enclosures)
- D. Revised Sheet C-103
- E. Addendum #2 (with enclosures)
- F. Bid comparison spreadsheet
- G. Engineer's Estimate
- H. Haley & Aldrich letter of recommendation, dated September 27, 2024
- I. Resolution accepting bid for the Maintenance Dredging 2024 Project at the Port of Redwood City

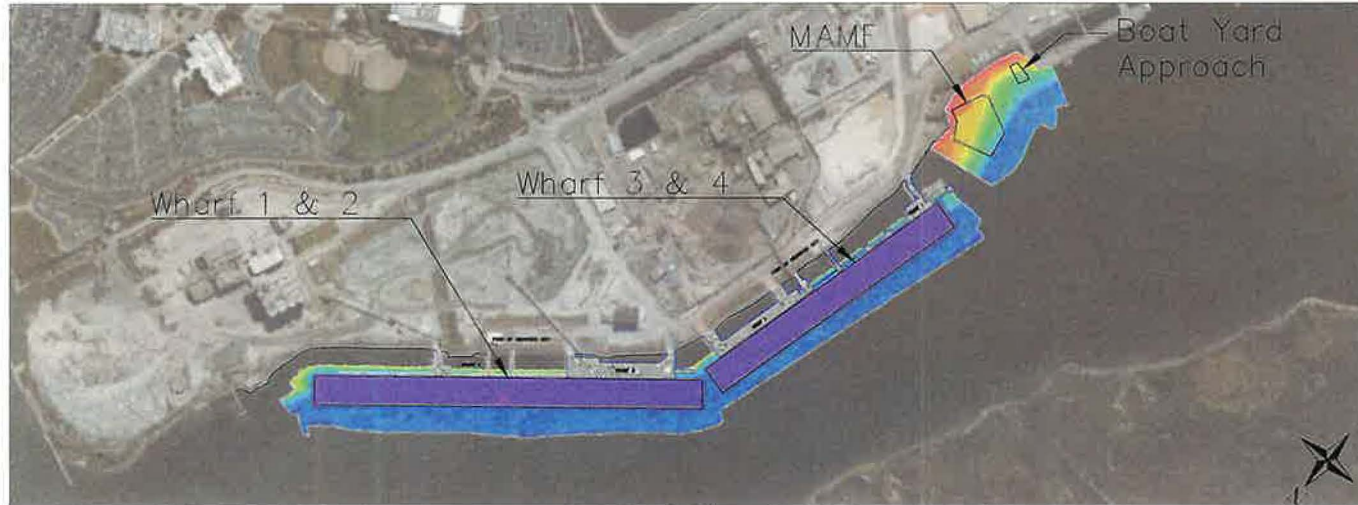
ATTACHMENT B

REDWOOD CITY WHARVES

PORT OF REDWOOD CITY

POST-DREDGE HYDROGRAPHIC SURVEY

Overview



not to scale

SHEET INDEX:

SHEET 1 PROJECT INFORMATION
SHEET 2-4 SOUNDINGS BINNED AT 15FT
SHEET 5-7 COLORED DEM

GENERAL NOTES:

1. SURVEY DATA COLLECTED ON JANUARY 17, 2025 & DECEMBER 27, 23, 18, 2024
2. HORIZONTAL DATUM/PROJECTION: NAD83 (2011), SPCS CALIFORNIA ZONE 03 - U.S. SURVEY FEET
3. HORIZONTAL CONTROL: ETRAC ACTUAL REFERENCE STATION: WESTAR 37°48'27.44944"N 122°22'56.65973"W
4. VERTICAL DATUM: MLLW, U.S. SURVEY FEET
5. VERTICAL CONTROL: RAZ6, ELEVATION 11.46'
6. THIS SURVEY REPRESENTS GENERAL CONDITIONS AT THE TIME OF THE SURVEY.
7. POSITIONING AND MOTION DATA WAS COLLECTED USING AN APPLANIX POS MV V5.
8. SOUNDINGS WERE COLLECTED USING AN R2SONIC 2022 OPERATING AT 200 KHZ.

Port of Redwood City Wharves - Materials Removed

eTrac Inc. Survey Date: 01/17/2025 vs 11/04/2024, Volume Calculated in Hypack 2023

Dredge Unit	Project Grade	Dredged Area (Acres)	Material in Grade (cyds)	Material in 3:1 Slopes (cyds)	Material Overdepth +1 Only (cyds)	Total Material (cyds)
Wharves 1 & 2	(34+1)	2.8	14,265	1,367	5,036	20,667
Wharves 3 & 4	(34+1)	2.8	6,535	1,133	4,332	12,000
MAMF	(8+1)	0.3	1,023	117	337	1,477
Boat Yard Approach	(8+1)	0.0	0	0	0	0
Totals		5.9	21,823	2,616	9,705	34,144



Port of Redwood City
675 Seaport Blvd.
Redwood City, CA 94063
650.306.4150
redwoodcityport.com



Woolpert
637 LINDARO STREET
SUITE 100
SAN RAFAEL, CA 94901
415.462.0421
Woolpert.com

SURVEY DATE
JANUARY 17, 2025 &
DECEMBER 27, 23, 18, 2024

DRAWN BY: GCC
REVISION #

FILE NAME:
PORC_20250117_RWC_Wharves_JK.dwg

PLOT DATE
JANUARY 29, 2025

CHECKED BY: JAK

PORT OF REDWOOD CITY
REDWOOD CITY WHARVES
HYDROGRAPHIC SURVEY

PROJECT INFORMATION

Reference
Number:**S1**

ATTACHMENT B



Port of Redwood City
875 Seaport Blvd.
Redwood City, CA 94063
650.306.4150
redwoodcityport.com



Woolpert
637 LINDARO STREET
SUITE 100
SAN RAFAEL, CA 94901
415.462.0421
Woolpert.com

SURVEY DATE: JANUARY 17, 2025 & DECEMBER 27, 23 18, 2024	PLOT DATE: JANUARY 29, 2025
DRAWN BY: GCC	CHECKED BY: JAK
REVISION #	
FILE NAME: PORC_20250117_RWC_Wharves_JK.dwg	

PORT OF REDWOOD CITY
REDWOOD CITY WHARVES
HYDROGRAPHIC SURVEY
SOUNDINGS WHARF 1 & 2

Reference
Number:

S2

ATTACHMENT B

DOCK IN DREDGE AREA



PORT OF REDWOOD CITY

Dredge Boundary

WHARF 3

WHARF 4

SCALE: 1" = 100'

IF SHEET IS USED AS A REDUCED PHOTO COPY, SCALE ACCORDINGLY



Port of Redwood City
675 Seaport Blvd.
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SURVEY DATE:
JANUARY 17, 2025 &
DECEMBER 27, 2024

DRAWN BY: GCC

REVISION #

FILE NAME:
PORC_20250117_RWC_Wharves_JK.dwg

PLOT DATE:
JANUARY 29, 2025

CHECKED BY: JAK

PORT OF REDWOOD CITY
REDWOOD CITY WHARVES
HYDROGRAPHIC SURVEY

SOUNDINGS WHARF 3 & 4

Reference
Number:

S3

ATTACHMENT B

DOCK IN DREDGE AREA

MAMF

BOAT YARD
APPROACH



dary

WHARF 4

SCALE 1" = 80'

PORT OF REDWOOD CITY
HYDROGRAPHIC SURVEY
SOUNDINGS MAMF



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675 Seaport Blvd.
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PLOT DATE:
JANUARY 29, 2025

CHECKED BY: JAK

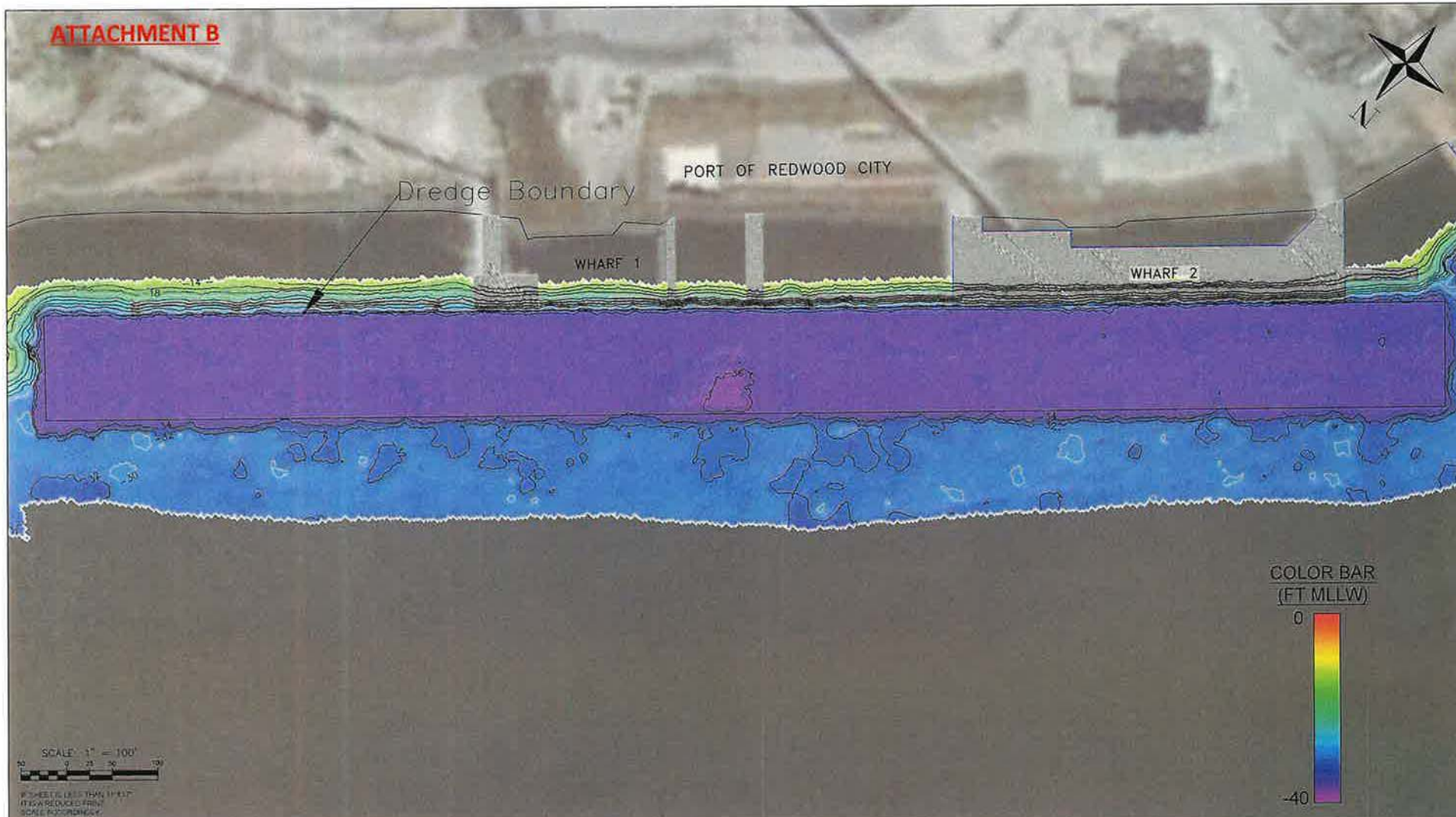
PORT OF REDWOOD CITY
REDWOOD CITY WHARVES
HYDROGRAPHIC SURVEY

SOUNDINGS MAMF

Reference
Number:

S4

ATTACHMENT B



Port of Redwood City
675 Seaport Blvd.
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SURVEY DATE:
JANUARY 17, 2025 &
DECEMBER 27, 23rd, 2024

DRAWN BY: GCC
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PORC_20250117_RWC_Wharves_JK.dwg

PLOT DATE:
JANUARY 29, 2025

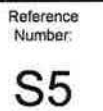
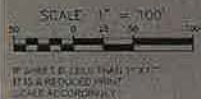
CHECKED BY: JAK

PORT OF REDWOOD CITY
REDWOOD CITY WHARVES
HYDROGRAPHIC SURVEY
COLORED DEM WHARF 1 & 2

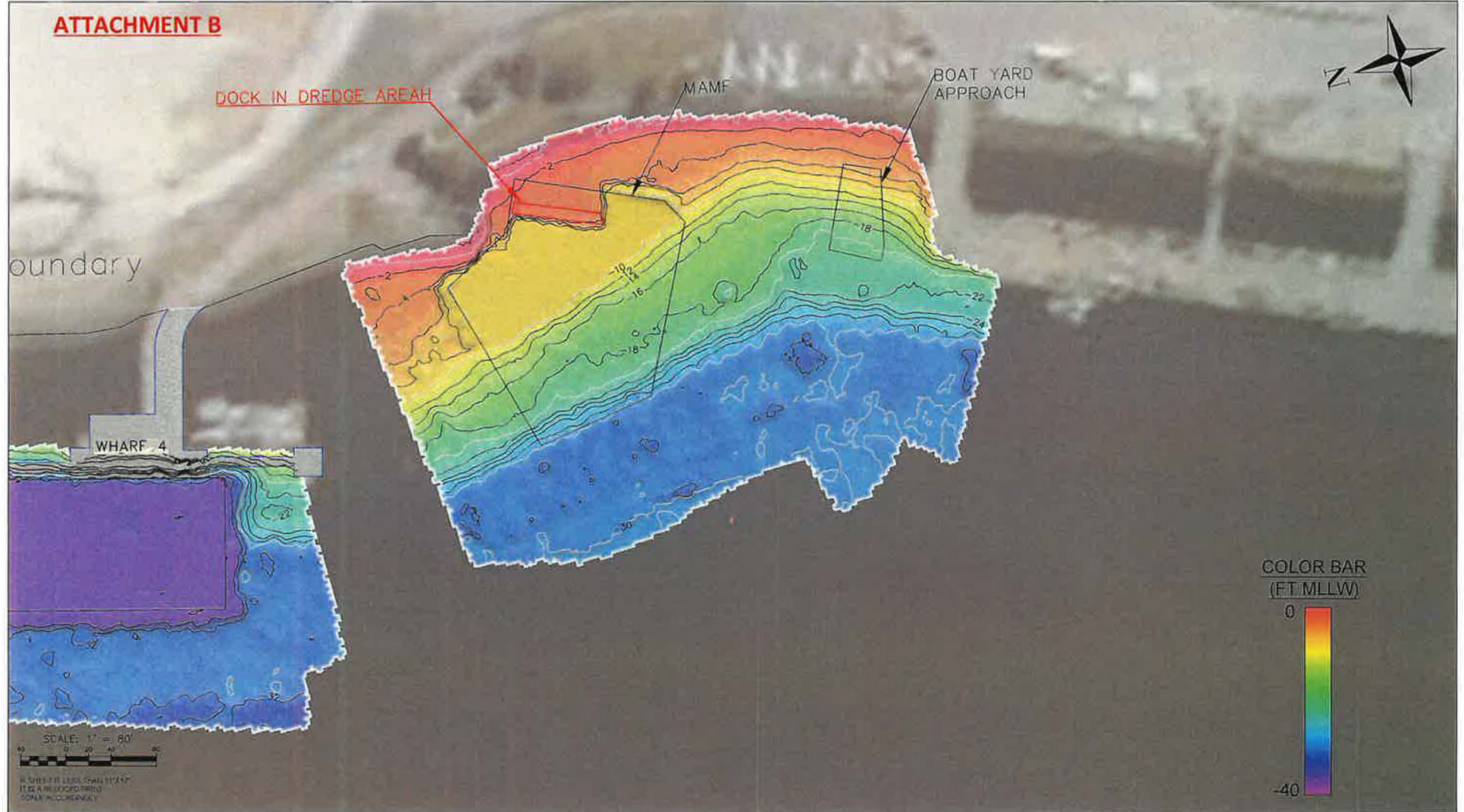
Reference
Number:

S5

DOCK IN DREDGE AREA



ATTACHMENT B



Port of Redwood City
675 Seaport Blvd.
Redwood City, CA 94063
650.306.4150
redwoodcityport.com



Woolpert
637 LINDARO STREET
SUITE 100
SAN RAFAEL, CA 94901
415.482.0421
Woolpert.com

SURVEY DATE
JANUARY 17, 2025 &
DECEMBER 27, 23, 18, 2024

DRAWN BY: GCC
REVISION #

FILE NAME:
PORC_20250117_RWC_Wharves_JK.dwg

PLOT DATE:
JANUARY 29, 2025

CHECKED BY: JAK

PORT OF REDWOOD CITY
REDWOOD CITY WHARVES
HYDROGRAPHIC SURVEY

COLORED DEM MAMF

Reference
Number:

S7

ATTACHMENT C



HALEY & ALDRICH, INC.
1956 Webster Street Suite 300
Oakland, CA 94612
510.879.4544

February 26, 2025

Ms. Christie Coats
Director of Operations
Port of Redwood City
675 Seaport Boulevard
Redwood City, CA 94063

SUBJECT: Maintenance Dredging Project Completion Verification

Dear Christie:

Haley & Aldrich, Inc. has reviewed the post-dredge hydrographic survey provided by Dutra and has used the resulting bathymetric data to calculate the volume of sediment removed for comparison to the pay volume included with their final invoice.

Depth Verification. The post-dredge sediment surface within the Wharves 1-4 dredge area as defined in the Dredge Operations Plan (DOP) is consistently at or below -34 feet MLLW with no significant over-dredging beyond the 1-foot allowance. Aside from the area immediately behind and under the Multi-Agency Maritime Facility (MAMF) dock, the post-dredge sediment surface throughout the rest of the MAMF dredge area as defined in the DOP is consistently below the -8 foot MLLW target depth with no significant over-dredging beyond the 1-foot allowance. The contractor reported that riprap present behind the dock prevented them from maneuvering their dredge into position to remove any material from behind the MAMF.

Volume Verification. Using the pre-dredge and post-dredge bathymetric data, the Haley & Aldrich Engineer of Record (EOR) calculated the volume of sediment removed from each dredge area. Those calculated volumes along with the requested pay volumes submitted with Dutra's final invoice are provided in the table below.

Dredge Areas	Pre-Dredge Estimated Volume (cy)	Post-Dredge Calculation H&A (cy)	Post-Dredge Calculation Dutra (cy)	Percent Difference from H&A Volumes (%)
Wharves 1-2	21,914	20,685	20,667	<0.1
Wharves 3-4	11,718	11,722	12,000	+3.3
MAMF	2,126	1,606	1,477	-8.7
TOTAL	35,758	34,013	34,144	+0.4

Based on the achieved target depths across the entirety of the dredge area (except the area behind the MAMF) and the nominal 0.4% difference between Dutra's requested pay volume and the EOR's calculated volume, Haley & Aldrich recommends payment in full for the unit cost portion of Dutra's payment request.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bodensteiner".

Scott Bodensteiner
Program Manager

RESOLUTION NO. P-

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF
THE CITY OF REDWOOD CITY ACCEPTING THE MAINTENANCE
DREDGING 2024 PROJECT AND AUTHORIZING RELEASE OF
PAYMENT AND PERFORMANCE BONDS PURSUANT TO THE
TERMS OF THE CONTRACT WITH THE DUTRA GROUP**

WHEREAS, the City of Redwood City, by and through its Board of Port Commissioners, and The Dutra Group entered into an agreement (the "Contract") entitled, "Maintenance Dredging 2024 Project," and

WHEREAS, the Contract was approved by the Board of Port Commissioners on October 9, 2024; and

WHEREAS, the work to be performed by The Dutra Group was completed on January 17, 2025; and

WHEREAS, this Board desires to evidence the completion of the work of improvement by The Dutra Group by approving a resolution accepting the Project.

NOW, THEREFORE;

**BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS OF THE
CITY OF REDWOOD CITY AS FOLLOWS:**

1. The Project has been completed.
2. The City of Redwood City, by and through its Board of Port Commissioners, hereby accepts the Project.
3. The Port Executive Director is hereby authorized and directed to file a Notice of Completion with the County Recorder's Office to evidence completion of the Project.
4. Acceptance of the Project is not, and shall not in any way be construed as, a waiver of any and all causes of action that the Port has or may have against any party in connection with the Project.
5. The Port Executive Director is hereby authorized to release the payment bond, subject to the Port Attorney's approval, according to the terms and conditions of the Contract and provided further that no stop notice of other legal request for payment is received by the Port within the time allowed by law. The release of the retention is authorized after proper deduction of any expenses or liability, incurred by the Port (as per the terms and conditions of the Contract) and/or liquidated damages, as determined by the Port Executive Director.
6. The Port Executive Director is hereby authorized to release the performance bond, subject to the Port Attorney's approval, within the time required by law.

ATTACHMENT D

Regularly passed and adopted by the Board of Port Commissioners of Redwood City,
this _____ day of March 2025.

AYES, and in favor of said Resolution, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

Chair Maupin, Board of Port Commissioners

Attest:

Secretary Claire, Board of Port Commissioners



**BOARD OF PORT COMMISSIONERS
PORT OF REDWOOD CITY**

STAFF REPORT

DATE: March 26, 2025

ITEM NO: VI.B

SUBMITTED BY: Christie Coats, Director of Operations

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY AUTHORIZING EXPENDITURE FOR PUBLIC IMPROVEMENTS, WAIVING THE REQUIREMENT OF COMPETITIVE PUBLIC BIDDING IN CONNECTION THEREWITH; ACCEPTING THE PROPOSAL OF BALFOUR BEATTY RAIL AND AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK

RECOMMENDATION

Staff recommends that the Board of Port Commissioners (Board) enter into an agreement with Balfour Beatty (Balfour) for the replacement of approximately 1,070 feet of rail track, concrete ties, and ballast adjacent to Wharf 3.

BACKGROUND

The Port is responsible for the Industrial Rail Track servicing Port property including the track behind Wharves 3, 4, and 5; servicing tenants such as Clean Harbors, IMI, and Univar. The Port is required to have a third party conduct monthly inspection of the track and perform any necessary maintenance. Over the years the Port has performed limited maintenance and due to the conditions at the Port, much of the track and ties have been buried under dirt and are reaching the end of their useful life. Working with the Port's contractor Balfour, priority areas for track replacement were identified and included in this fiscal year's Capital Improvement budget.

ANALYSIS

In January, Balfour alerted the Port to the deteriorating nature of the landside track adjacent Wharf 3 and suggested that the Port start planning for the replacement of that track, cautioning that it may be required to be placed under a thirty-day fix. In late January, a section of the landside track broke and an emergency repair was conducted to keep the rail operational and serviceable. Balfour recommended at that time that the Port prepare to replace the landside track. Staff and the Balfour team discussed the best replacement methods, which include installation of concrete ties, 115# rail, and digging out the rail and replacing with new ballast that leaves the ties and rails uncovered for future inspection and maintenance.

In late February, a portion of the waterside track broke and an emergency repair was conducted. At that time, Balfour conducted a further inspection of the waterside track and recommended that both the waterside and landside tracks be put on a 30-day notice to repair before they must be taken out of service. Both tracks, along with the ties have deteriorated beyond the useful life and further use, without replacement or significant repair, poses the threat of derailment and further damage to the rail.

As late as March 17th, a further piece of waterside rail has broken, necessitating a minor fix to keep the rail functional until a full replacement of the rail can be accomplished.

Balfour prepared a proposal which includes the replacement of both the landside and waterside track behind Wharf 3, including the replacement of the current wooden ties with concrete ties, which are more appropriate to the Port environment. Additionally, the current rail is 90# which is no longer commonly used. The Port previously had to have it special ordered from Oregon specifically for our use. The current proposal includes the replacement of 90# rail with 115# rail which is current industry standard. Any future repairs will be easier to accomplish as this rail is readily available.

DATE: March 26, 2025

ITEM NO: VI.B

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY AUTHORIZING EXPENDITURE FOR PUBLIC IMPROVEMENTS, WAIVING THE REQUIREMENT OF COMPETITIVE PUBLIC BIDDING IN CONNECTION THEREWITH; ACCEPTING THE PROPOSAL OF BALFOUR BEATTY RAIL AND AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK

In order to expedite this emergency project, the Executive Director has executed the Balfour Proposal so that material could be ordered. If the Board approves this agreement, Balfour will schedule the project upon delivery of the material.

The action before the Board today comports with the following:

Cost Recovery	Applicable to Rail Service Tenants
Port 2020 Vision	Comports with the Port's 2020 Vision
Budget	The project cost is included within the Board's proposed budget amendment

ALTERNATIVES

The Board could choose not to approve the rail project; and direct staff to seek additional contractors to complete the project, potentially delaying and shutting down rail service to at least two customers of the Port. Additionally, delaying the project could risk further deterioration of the rail and potential derailment.

ENVIRONMENTAL REVIEW

The project is categorically exempt from CEQA pursuant to section 15301: minor alteration of an existing facility involving negligible or no expansion of an existing use.



Staff



Executive Director

ATTACHMENTS

- A. Agreement - Work of Improvement – Balfour Beatty Replacement of 1070 Feet of Track
- B. Resolution

ATTACHMENT A

AGREEMENT

**WORK OF IMPROVEMENT – BALFOUR BEATTY
REPLACEMENT OF 1070 FEET OF TRACK”**

CONTRACT DOCUMENTS

PORT OF REDWOOD CITY

REDWOOD CITY, CALIFORNIA

Date: March ____, 2025

Approved by:

PORT OF REDWOOD CITY

By: _____
Kristine A. Zortman, Executive Director

PREPARED BY

PORT OF REDWOOD CITY

MARCH ____, 2025

ATTACHMENT A

AGREEMENT

THE CITY OF REDWOOD CITY, acting by and through its Board of Port Commissioners, hereinafter referred to as "Port", and Balfour Beatty, hereinafter referred to as "Contractor", for the consideration hereinafter stated, hereby agree as follows:

1. Contractor shall perform everything required to be performed, and, in connection therewith, shall provide and furnish all of the labor, equipment, materials, and tools to perform, no later than _____, 2025 (the "Completion Date") the following work:

REMOVAL AND REPLACEMENT OF

1070 (MOL) FEET OF TRACK AND

RELATED IMPROVEMENTS

in strict accordance with the Contract Documents, consisting of Contractor's Proposal dated March 3, 2025, this Contract and the General and Special Conditions (the "Contract Documents") which are incorporated herein and made a part of this Agreement as if herein fully set forth. The Contract and the Attachment A (the Proposal) are collectively referred to as the "Agreement."

2. Port shall pay to Contractor, as full consideration for the faithful performance by Contractor of the aforementioned work, the amount of Five Hundred Thirteen Thousand Seven Hundred Thirty-Six and 07/100 Dollars (\$513,736.07), computed in accordance with Contractor's accepted Proposal dated March 3, 2025 (the "Proposal"), attached hereto, marked Exhibit A and incorporated by this reference. In the event of a conflict between the Proposal (Exhibit A) and this Contract, the terms of the Contract shall prevail and in the event of a conflict between this Agreement and the terms of any other Contract Document, the terms of the Agreement shall prevail. Payment to Contractor shall be due and payable upon the expiration of thirty-five (35) days from the date of recordation by Port, of a notice of acceptance.
3. All of the work to be done shall be done under the direction and supervision of, and to the approval of, Port or its authorized representative, and the work shall be done in the best workmanlike manner, conforming strictly to the provisions of the specifications and plans made thereof.
4. (a) Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. Contractor shall, as a penalty to Port, forfeit Twenty five and No/100 Dollars (\$25.00) for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one (1) calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

ATTACHMENT A

- (b) Pursuant to the provision of California Labor Code, Sections 1770 et seq. Contractor and any subcontractor under him/her shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the Port Executive Director, which copies shall be made available to any interested party on request. Contractor shall post a copy of said prevailing rate of per diem wages at each job site.
- (c) Section 1771. 1 of the labor Code provides in part that (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (d) As required by Section 1773.8 of the California Labor Code, Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (e) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.
- (f) Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to Port, forfeit no more than two Hundred and No/100 Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract.
- (g) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification,

ATTACHMENT A

straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employees employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the Port, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Port, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Subparagraph 4(f)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

Contractor and each subcontractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection and copies furnished upon request to the public or Port, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated. Contractor shall inform Port of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. In the event of noncompliance with the requirements of Paragraph 4(f), Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with said paragraph. Should non-compliance still be evident after the 10-day period, Contractor shall, as a penalty to the State or Port, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with Contractor.

- (h) Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving Contractor or subcontractor under the

ATTACHMENT A

apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Contract rests with Contractor. Pursuant to California Labor Code Section 1777.7, in the event Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, Contractor shall be denied the right to bid on any public works contract for one year from the date noncompliance is determined and be assessed civil penalties.

- (i) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Contractor is required to secure the payment of compensation to Contractor's employees and for that purpose obtain and keep in effect adequate Worker's Compensation insurance. If Contractor, in the sole discretion of Port satisfies Port of the responsibility and capacity under the applicable Workers' Compensation laws, if any, to act as self-insurer, Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions before commencing the performance of the work of this Contract.

Before the Agreement between Port and Contractor is entered into, Contractor shall submit written evidence that it and any subcontractors have obtained for the period of the Contract full Workers' Compensation insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this Agreement certifies to Port as true the following statement:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

- (j) In accordance with the provisions of Section 1727 of the California Labor Code, Port, before making payment to Contractor of money due under a contract for public works, shall withhold and retain there from all amounts which have been forfeited pursuant to any stipulation in the Contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Law Enforcement or by Port.

ATTACHMENT A

5. It is hereby agreed by the parties to the Agreement that in case all work called for under the Agreement is not finished or completed on or before the time set forth in this Agreement, damage will be sustained by Port, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Port will sustain in event of and by reason of such delay; it is therefore agreed Contractor will pay to Port the sum calculated at the rate of One Thousand and No/100 Dollars (\$1,000.00) per calendar day as liquidated damages for each and every calendar day's delay in finishing the work in excess of the number of days prescribed, and Contractor agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that Port may deduct the amount thereof from any monies due or that may become due under this Agreement. Time is of the essence.

It is further agreed that in case the work called for under this Agreement is not completed in all of its parts and requirements within the number of calendar days specified, Port shall have the right to increase the number of calendar days or not, as may seem best to serve the interest of Port; and if it is decided to increase the said number of calendar days, Port shall further have the right to charge to Contractor, and deduct from the final payment for the work, all or any part, as Port may deem proper, of the actual cost of inspection, superintendence, and other overhead expenses of Port which are directly chargeable to this Agreement, except that the cost of final surveys and the preparation of the final estimate shall not be included in such charges to be paid by Contractor.

6. Except as otherwise may be provided herein, Contractor hereby expressly guarantees for one (1) full year from the date of the final completion of the work under this Agreement and acceptance thereof by Port's Commission, to repair or replace any part of the work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the work are, in the opinion of the Executive Director, rendered necessary as a result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from Port, and without expense to Port, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, Port may perform the work necessary to effectuate such correction and recover the cost thereof from Contractor or Contractor's sureties.

Any and all other special guarantees which may be applicable to definite parts of the work under this Agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

7. Contractor hereby agrees to indemnify and save harmless the Port, its Board, the City, its Council, and their respective officers, agents and employees of and from any and all claims, suits or actions of every name, kind and description which may be brought against the Port, its Board, the City, its Council, and their respective officers, agents, or employees, by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation, caused by, or alleged to have been caused by, any act or omission to act, negligent or otherwise, of

ATTACHMENT A

Contractor, its officers, agents or employees in the performance of any work required of Contractor by this Agreement.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify the Port, its Board, the City, its Council, and their respective officers, agents and employees, against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

8. Contractor, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement Workers' Compensation, employer's liability, commercial general liability, and owned, non-owned and hired automobile liability insurance coverage relating to Contractor's Work to be performed hereunder covering Port's risks in form subject to the approval of the Port Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum.
Employer's Liability	\$1,000,000.00 per accident for bodily injury or disease.
Commercial General Liability	\$1,000,000.00 per occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property damage.
Marine General Liability	\$1,000,000.00 per occurrence, \$2,000,000 aggregate for bodily injury, personal injury and property damage;
Automobile Liability	\$1,000,000.00 per occurrence, (coverage required to the extent applicable to Contractor's vehicle usage in performing work hereunder).

Any deductibles or self-insured retentions must be declared to, and approved by Port. At the option of Port either Contractor's insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to the Port, its Board, the City, its Council, and their respective officers, agents and employees, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, Contractor shall furnish Port with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Port shall have received written notification of cancellation or reduction in coverage by first class mail, postage prepaid;

ATTACHMENT A

- (b) Providing that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);
 - (c) Naming the Port, its Board, the City, its Council, and their respective officers, agents and employees, as additional insureds; and
 - (d) Providing that Contractor's insurance shall be primary insurance relating to Contractor's work hereunder with respect to the Port, its Board, the City, its Council, and their respective officers, agents, and employees, and further providing that any insurance or self-insurance maintained by the Port for itself, its Board, the City, its Council, and their respective officers, agents, and employees shall not be excess of Contractor's insurance and shall not be contributory with it.
 - (e) Providing a Waiver of Subrogation endorsement by Contractor's insurance said right of subrogation Contractor being hereby waived by Contractor,
9. Contractor shall provide, on the execution of this Agreement, a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of bid, which bond shall be conditioned upon the faithful performance of all work required to be performed by Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. Acceptance of the bond by the Port is subject to the review and approval of the bond by the Port Attorney's office.
10. In addition to the bond required under Paragraph 9 hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of bid, which bond shall conform strictly with the provisions of Chapter 7, Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. Acceptance of the bond by the Port is subject to the review and approval of the bond by the Port Attorney's office.
11. Pursuant to California Public Contract Code Section 7100, the acceptance by Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to Port, and their duly authorized agents, from all claims of and/or liability to Contractor arising by virtue of the Contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by Contractor from the operation of the release.
12. If the Port fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contractor on a construction contract, Port shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
13. Any payment request made by Contractor which is determined not to be a proper payment request suitable for payment by the Port shall be returned to Contractor as soon as practicable, but not later than seven days, after receipt. A request returned to Contractor by the Port shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper. The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth above.

ATTACHMENT A

14. The retention proceeds withheld from any payment by Port from the original contractor shall be five (5) percent. Under no circumstances shall any provision of section 7201 of the Public Contract Code be construed to limit the ability of Port to withhold 150 percent of the value of any disputed amount of work from the final payment, as provided for in subdivision (c) of Section 7107 of the Public Contract Code. In the event of a good faith dispute, nothing in this section shall be construed to require Port to pay for work that is not approved or accepted in accordance with the proper plans or specifications.
15. The retention proceeds withheld by the original contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder shall not exceed 5 percent of the payment.
16. The Contractor may substitute securities for the amounts retained by the Port to ensure performance of the Contract in accordance with the provisions of Section 22300 of the Public Contract Code.
17. The schedule to be followed by Contractor in connection with his Project is attached hereto, marked Exhibit B, and incorporated by this reference.
18. The representations made herein, including the Contractor's licensing information hereinafter furnished, are made under penalty of perjury. The undersigned understands that any bid not containing said licensing information, or containing any information which is subsequently proven false, shall be considered non-responsive, and shall be rejected by Port.
19. Contractor acknowledges receipt of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this _____ day of _____, 2025

**CITY OF REDWOOD CITY, a municipal
corporation, acting by and through its
BOARD OF PORT COMMISSIONERS**

By _____
Chairman of Board of Port Commissioners

ATTEST:

Secretary

CONTRACTOR

Balfour Beatty

By _____

ATTACHMENT A

SECTION 00201

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that,

WHEREAS, the Port of Redwood City ("Port"), San Mateo County, State of California, has awarded to Balfour Beatty, hereinafter designated as the "Principal", a Contract, the terms and provisions of which Contract Documents are incorporated herein by reference, for constructing the following project:

REPLACEMENT OF 1070 (MOL) FEET OF TRACK AT THE PORT OF REDWOOD CITY

and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, the Principal, and _____, as surety, are held and firmly bound unto Port, San Mateo County, California, in the penal sum of Five Hundred Thirteen Thousand Seven Hundred Thirty Six and 07/100 Dollars (\$513,736.07), lawful money of the United States, being one hundred percent (100%) of the Contract amount, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Port, its Board, the City, its Council, and their respective officers, agents and employees, as therein stipulated, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said Port from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship, in the prosecution of the work done, the above obligation shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension

ATTACHMENT A

of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event Port, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then, in addition to the penal sum hereinabove specified, we agree to pay to the said Port, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____ 2025, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Principal

(SEAL)

By _____(s)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

Attorney-in-Fact

(Address)

If **CONTRACTOR** is partnership, all partners must execute **BOND**.

ATTACHMENT A

SECTION 00202

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Balfour Beatty, as Principal, and, _____ organized and existing under the laws of the State of California, and authorized to execute bonds and undertaking as sole surety, as Surety, are held and firmly bound unto any and all persons named in California Civil Code Section 9100 whose claim has not been paid by the Contractor, company or corporation in the aggregate total of Five Hundred Thirteen Thousand Seven Hundred Thirty Six and 07/100 Dollars (\$513,736.07), being 100% of the Contract amount), or the payment whereof, well and truly to be made, said Principal and Surety bond themselves, their heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, whereas the above with the Port of Redwood City ("Port") to do the following work, to-wit:

REPLACEMENT OF 1070 (MOL) FEET OF TRACK AT THE PORT OF REDWOOD CITY

NOW, THEREFORE, if the above-bounden Principal or its subcontractors fail to pay any of the persons named in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or its subcontractor pursuant to Section 13020 of the Unemployment Insurance Code of the State of California, with respect to such work and labor, the surety will pay for the same, in the amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assignees in suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of the Legislature of the State of California as designated in Civil Code Sections 9550-9566, inclusive, and all amendments thereto.

And the said Surety, for value received, hereby stipulates and agrees to waive the provisions of California Civil Code Section 2819 regarding consent to change, extension of time alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2025 the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTACHMENT A

ATTEST:

Principal

(SEAL)

By _____(s)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

Witness to Surety

Attorney-in-Fact

(Address)

If **CONTRACTOR** is partnership, all partners must execute **BOND**.

ATTACHMENT A

**IRAN CONTRACTING ACT CERTIFICATION
TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL
PUBLIC CONTRACT CODE §2200 ET SEQ.**

AS REQUIRED BY CALIFORNIA PUBLIC CONTRACT CODE SECTION 2204,
THE CONTRACTOR CERTIFIES SUBJECT TO PENALTY FOR PERJURY
THAT THE OPTION CHECKED BELOW RELATING TO THE CONTRACTOR'S
STATUS IN REGARD TO THE IRAN CONTRACTING ACT OF 2010 (PUBLIC
CONTRACT CODE SECTION 2200 ET SEQ.) IS TRUE AND CORRECT:

THE CONTRACTOR IS NOT:

(1) IDENTIFIED ON THE CURRENT LIST OF PERSON AND ENTITIES
ENGAGED IN INVESTMENT ACTIVITIES IN IRAN PREPARED BY THE
CALIFORNIA DEPARTMENT OF GENERAL SERVICES IN ACCORDANCE
WITH SUBDIVISION (B) OF PUBLIC CONTRACT CODE SECTION 2203; OR

(2) A FINANCIAL INSTRUCTION THAT EXTENDS, FOR 45 DAYS OR MORE,
CREDIT IN THE AMOUNT OF \$20,000,000 OR MORE TO ANY OTHER
PERSON OR ENTITY IDENTIFIED ON THE CURRENT LIST OF PERSONS
AND ENTITIES ENGAGING IN INVESTMENT ACTIVITIES IN IRAN
PREPARED BY THE CALIFORNIA DEPARTMENT OF GENERAL SERVICES
IN ACCORDANCE WITH SUBDIVISION (B) OF PUBLIC CONTRACT CODE
SECTION 2203, IF THAT PERSON OR ENTITY USES OR WILL USE THE
CREDIT TO PROVIDE GOODS OR SERVICES IN THE ENERGY SECTOR IN
IRAN.

☐ THE CITY HAS EXEMPTED THE CONTRACTOR FROM THE
REQUIREMENTS OF THE IRAN CONTRACTING ACT OF 2010 AFTER
MAKING A PUBLIC FINDING THAT, ABSENT THE EXEMPTION, THE CITY
WILL BE UNABLE TO OBTAIN THE GOODS AND/OR SERVICES TO BE
PROVIDED PURSUANT TO THE CONTRACT.

☐ THE AMOUNT OF THE CONTRACT PAYABLE TO THE CONTRACTOR
FOR THE PROJECT DOES NOT EXCEED \$1,000,000.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM NAME: _____

DATE: _____

ATTACHMENT A

NOTE: IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 2205, FALSE CERTIFICATION OF THIS FORM SHALL BE REPORTED TO THE CALIFORNIA ATTORNEY GENERAL AND MAY RESULT IN CIVIL PENALTIES EQUAL TO THE GREATER OF \$250,000 OR TWICE THE CONTRACT AMOUNT, TERMINATION OF THE CONTRACT AND/OR INELIGIBILITY TO BID ON CONTRACTS FOR THREE YEARS.

ATTACHMENT A

SECTION 00210

GENERAL CONDITIONS

1.00 EXAMINATION OF WORK SITE AND CONTRACT DOCUMENTS. Contractor has carefully examined the site of the work contemplated and the documents, and contract forms therefor. It will be assumed that Contractor has investigated and is satisfied as to the conditions to be encountered, and the character, quality and quantities of the work to be performed and materials to be furnished, and as to the requirements of the Contract Documents.

2.00 NOTICE TO PROCEED. Upon execution of the Agreement for the work, the Port will issue the formal Notice to Proceed, and the date and the day of such notice shall provide the starting date for the running of the Time of Completion of the Contract as set forth in the contract document for the work.

3.00 CHANGE ORDERS. All change orders shall be in writing, prepared, signed and approved by the Executive Director.

4.00 CONSTRUCTION EQUIPMENT. Equipment not suitable to produce the quality of work required by these Contract Documents will not be permitted to operate on the project.

5.00 DEFECTIVE OR UNAUTHORIZED WORK. Any work or material which has been rejected by the Executive Director shall be corrected or replaced to the satisfaction of the Executive Director by the Contractor, and no compensation will be allowed for such correction or replacement.

6.00 DAMAGED WORK OR MATERIAL. Work or materials of any nature, whether existing or to be provided or installed as a part of the present project, which becomes damaged during the progress of the work and before final acceptance thereof from any cause whatsoever, shall be repaired or replaced insofar as such work or material shall be deemed by the Executive Director to be defective, with the cost thereof to be borne by the Contractor.

7.00 DEFECTIVE MATERIALS. Materials not conforming to the requirements of these Contract Documents shall be considered to be defective, and all such materials, whether in place or not, will be rejected, and shall be immediately removed from the site of the work.

8.00 STORAGE OF MATERIALS OR PRODUCTS. Materials, equipment or products shall at all times be stored in a suitable manner to ensure the preservation of their quality and fitness for inclusion of the work.

9.00 LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all existing and future laws, ordinances, regulations, orders and decrees.;

ATTACHMENT A

10.00 SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT. All Contractors shall comply with the provisions of Part 1, Division 2, Chapter 4 of the Public Contract Code of the State of California, if applicable to the work to be done hereunder.

11.00 RELEASE. Pursuant to California Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the contract shall operate as, and shall be, a release to the Port, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

12.00 PERMITS AND LICENSES. The Contractor shall procure and maintain all City, County and State permits and licenses, including municipal business license, and pay all charges and fees for the same, without cost to the Port and shall give all notices necessary and incidental to the due and lawful prosecution of the work.

13.00 SAFETY CODES. The Contractor shall conduct Contractor's operations in strict conformance with all applicable "Safety Orders" of the Industrial Safety Division of the State of California.

15.00 PRESERVATION OF MATERIALS AND EQUIPMENT. Materials and equipment delivered to the site of the work shall be fully protected against the elements, thefts, vandalism, and damage of any kind by Contractor; and the Contractor shall be held fully responsible for such protection until acceptance of the work.

16.00 SANITARY PROVISIONS. The Contractor shall comply with all of the sanitary regulations prescribed by the Department of Public Health of the State of California, the San Mateo County Health Department, and by the City of Redwood City or by any other City having jurisdiction over any of the work.

17.00 AGREEMENT TO ASSIGN. In accordance with Section 4552 of the Government Code, Contractor offers and agrees that it will assign to the Port all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Port pursuant to the Contract. Such assignment shall be made and become effective at the time the Port tenders final payment to the Contractor.

18.00 RIGHT TO TERMINATE CONTRACT. If at any time the Contractor is determined to be in material breach of the Contract, notice thereof in writing will be served upon the Contractor and its sureties, and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Executive Director, within the time specified in such notice, the Executive Director in such case shall have the right to terminate the operation of the Contract.

19.00 CLEANING UP.

- A. During the progress of the work the Contractor shall at all times keep the site in a neat and clean condition and shall not permit unsightly accumulation of

ATTACHMENT A

construction debris. Upon completion of any portion of the work, as directed by the Executive Director, the Contractor shall promptly remove from the vicinity all equipment and temporary structures, except as otherwise herein provided.

- B.** Upon completion of the work, the Contractor shall promptly remove all construction rubbish and debris of any nature from the work site, and promptly remove all of Contractor's equipment, supplies, surplus material, and temporary facilities of every nature except as otherwise herein provided, and shall dispose of the same off the work site to the satisfaction of the Executive Director.
- C.** The Executive Director will not schedule the final inspection of the work until the Contractor has cleaned up the work site in a satisfactory manner.

20.00 FINAL PAYMENT

- A.** Upon completion of the Contract and final inspection by the Executive Director, Contractor shall prepare a final estimate of quantities and the value of such work, and the Port shall pay to the Contractor the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior progress estimates and payments shall be subject to the correction in the final estimate and payment.
- B.** Final payment shall not be due and payable until the expiration of thirty-five (35) days from the date of recording by Port, of a notice of completion or acceptance or notice of cessation pursuant to Section §8180, 8214 of the Civil Code of the State of California.

21. ASSIGNMENT OF FUNDS. No assignment of any funds to be received by the Contractor will be recognized by the Port unless such assignment has had the prior written consent of the Port, and of the surety or sureties.

* * *

ATTACHMENT A

SECTION 00220

SPECIAL CONDITIONS

These **SPECIAL CONDITIONS** supersede conflicting or contradictory sections in any other section of this Contract.

1.01 HOURS OF CONSTRUCTION

Working hours shall be from 8:00 AM to 5:00 PM Monday through Friday, except holidays, unless otherwise specified for off-peak hours.

1.02 STAGING AREA

Port shall provide Contractor with adequate compound areas adjacent to the project site for Contractor's efficient ingress and egress (including access roads) material laydown, office trailers/facilities and parking for contractors project equipment and employees.

1.03 ACCESS TO PROJECT SITE; PARKING

Port will provide Contractor with access to the project site.

1.04 DAMAGES FOR DELAYS

Liquidated Damages, for the period of time that any portion of the work remains unfinished after the time fixed for completion in the Contract documents, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the contractor shall pay the Owner One Thousand and No/100 Dollars (**\$1,000.00**) per day liquidated damages.

1.05 UTILITY OPERATIONS

Prior to any underground excavation or demolition of any pavement, "Underground Services Alert" shall be notified by telephone, (800) 642-2444, at least 48 hours prior to the beginning of each excavation or demolition.

1.06 UTILITY SHUTDOWN

No utility shall be disconnected without prior written approval of the Executive Director.

1.07 CLAIMS; REQUIREMENTS

For any claim subject to this article, the following requirements apply:

- A.** The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

ATTACHMENT A

- B.** For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, 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 local agency may have against the claimant.

1.08 DISPOSAL OF MATERIAL

- A.** All material shall be disposed of at the Contractors expense and shall be included as part of the appropriate bid item prices. No additional compensation shall be given for disposal of material. Contractor is responsible only for hazardous materials brought to the Project site and/or generated by the Contractor, and will not be responsible for any pre-existing materials containing substances classified as hazardous, potentially hazardous, infectious, toxic or dangerous under applicable law.

* * *

640 E. Arrow Hwy.
La Verne, CA. 91750
3-3-25

Kristine Zortman
Executive Director

675 Seaport Boulevard
Redwood City, CA 94063

Port of Redwood City

Re: Replace 1070 Feet of Track

Dear Kristine,

On behalf of Balfour Beatty Rail, we are pleased to provide herein with our proposal in response to the request for a quote.

Our proposal is conditioned upon the successful negotiation and agreement to mutually acceptable contract terms and conditions, schedule and proposal pricing. To the extent that the facts, inclusions, exclusions and assumptions upon which this proposal is based are not exactly as desired by Client, Contractor reserves the right to revisit/revise as appropriate.

Total Price

The price for the work, as fully described below, is **\$513,736.07**

Scope of work

- Remove 600 feet of old track on the waterside track
- Remove 470 feet of old track on the roadside track
- Cut grade for new track installation
- Install 1070 feet of concrete ties and 115# rail
- Install new ballast on the newly installed track
- Surface and tamp newly installed track

General Assumptions

1. This proposal must be accepted in entirety. Generally, individual scope prices do not stand alone.
2. This proposal is valid for 30 days, but we require notification of selected contractor within 30 days of submittal.
3. Client to provide (at no cost to Contractor) adequate compound areas in mutually agreeable locations, adjacent to the project site(s) for Contractors efficient ingress/egress (including access roads), material laydown, office trailers/facilities and parking for Contractor's project equipment and employees.
4. Client to provide unimpeded access to the project/right of way, at locations specified in the RFP, including any necessary construction access ramps at differing grade elevations.

5. Client to provide field employee parking throughout the project site, within ¼ mile of the access locations.
6. All submittals to be electronic with one hard copy to follow.
7. This price proposal is subject to a mutually agreeable schedule. Contractor to provide input into the Client's schedule as required.
8. Our price includes for 'standard' insurances only (GL/Umbrella, Workers Comp, and Auto and Equipment).
9. The proposed project location is free of any environmental issues and/or unforeseen underground conditions requiring specific treatment / mitigation.
10. Assume all native backfill material for Contractor's work is suitable and will be available on site.
11. Client to provide hydrant type water supply somewhere within the plant.
12. Client to provide sufficient time for administrative paperwork, material lead times, etc.
13. The specified warranty begins at substantial completion of Contractor's work. Substantial completion will be progressively issued by segment/location, and work type.

General Inclusions

1. Utility Potholing for Contractor's work only.
2. Final cleanup for Contractor work only.
3. Site specific work plans if needed.
4. O&M manuals.
5. Material sales tax.
6. Track coordination efforts for track outages, work requests, etc.

General Exclusions

1. Temporary or construction power and water (service installation or usage charges).
2. Access development. Contractor will work with Client on project access.
3. Maintenance of traffic, including police support, road plates, flagging, etc.
4. Costs associated with parking for field employees throughout the project.
5. Material expediting due to initially compressed schedule.
6. Stand-by/idle time due to delays by others and/or out of Contractor's control.
7. Hazardous material/substance work. Contractor will not assume generator status for any hazardous materials uncovered and discovered at the project site.
8. Permits and fees.
9. Surety bonds. These can be provided, on request, at an additional cost.
10. SWPP creation, implementation or maintenance for any scope.
11. Survey.
12. Trench shoring.

ATTACHMENT A

Balfour Beatty


13. Dewatering.
14. Abnormal or extraordinary site and soil conditions, including rock excavation.
15. Railroad flagging and maintenance and protection of pedestrian and vehicular traffic.
16. Repairs of work damaged by other trades.
17. Utility relocations whether known or unknown.
18. Over-excavation for utility conflicts.
19. Pavement or other surface saw-cutting, breaking, demolition, or restoration.
20. Temporary and permanent signage.
21. Pavement markings.
22. Street sweeping.
23. Weed abatement and mowing.
24. Dust Control (except as required for Contractor's operations).

Any work needed outside this scope will be tracked as T&M once approved by owner. Any questions or concerns please contact us.

Thank you again for the opportunity to provide you with this proposal. Should you have any questions regarding this please do not hesitate to contact me.

Thank you,

X  Jason Bales
Balfour Beatty

X 
Port of Redwood City

Jason Bales
Project Manager
Balfour Beatty Rail
760-338-5730
jbales@balfourbeattyus.com

ATTACHMENT B

RESOLUTION NO. P-

RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE PORT OF REDWOOD CITY AUTHORIZING EXPENDITURE FOR PUBLIC IMPROVEMENTS, WAIVING THE REQUIREMENT OF COMPETITIVE PUBLIC BIDDING IN CONNECTION THEREWITH; ACCEPTING THE PROPOSAL OF BALFOUR BEATTY; AND AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK

WHEREAS, the Port has recently been made aware that a certain portion of the tracks located within the Port of Redwood City (the "Port") is in urgent need of replacement; and

WHEREAS, The Port desires to perform the necessary work of improvement by authorizing the removal of that certain portion of the tracks and the installation of new tracks, and the performance of related work (collectively, the "Work of Improvement"); and

WHEREAS, in view of the dangerous condition created by the sudden deterioration of the tracks, the Port needs to proceed with the Work of Improvement in the most expeditious manner; and

WHEREAS, failure to proceed with the Work of Improvement in the most expeditious matter would create a loss of revenue to the Port; and

WHEREAS, time is of the essence; and

WHEREAS, Section 49a of the Charter of the City of Redwood City provides in part that if necessary to accomplish emergency rehabilitation or repair of operative facilities to prevent loss of Port revenue, the Board may, upon adoption of a resolution, declare that the public interest and necessity require the immediate performance of emergency public work or service without public advertisement or bid; and

WHEREAS, the Port has received a proposal from Balfour Beatty, a company with the necessary expertise to proceed with the Work of Improvement, which provides in part that Balfour Beatty is ready, willing and able to proceed with the Work of Improvement; and

WHEREAS, due to the emergency nature of the Work of Improvement, work has been undertaken by Balfour Beatty and certain payments have been made to Balfour Beatty for work completed by Balfour Beatty; and

WHEREAS, the Port desires to evidence its approval to waive the competitive bidding for the Work of Improvement and approve the agreement with Balfour Beatty; and

WHEREAS, there has been presented to the Board an agreement entitled "Agreement - Work of Improvement – Balfour Beatty Replacement of 1070 Feet of Track."

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of the Port of Redwood City:

I. The Board of Port Commissioners hereby proclaims that the facts support the waiver of the public bidding process in connection with the Work of Improvement and finds that:

1. It is in the Port's best interest to waive the bidding requirement.

ATTACHMENT B

2. Delay in the commencement of the Work of Improvement would have meant a lost opportunity and loss of substantial revenue to the Port.

3. The public interest and necessity required the immediate performance of the Work of Improvement without public advertisement or bid.

II. The Board of Port Commissioners declares:

1. That certain agreement entitled "Agreement - Work of Improvement – Balfour Beatty Replacement of 1070 Feet of Track" by and between the City of Redwood City, a municipal corporation of the State of California, by and through its Board of Port Commissioners and Balfour Beatty, a copy of which agreement is on file in the office of the Port Executive Director, to which copy reference is hereby made for the full particulars thereof, is hereby approved and the Port Executive Director and the Port Executive Secretary are hereby authorized and directed to execute and to attest thereto respectively, said agreement for and on behalf of the Port of Redwood City.

2. Expenditure for the Work of Improvement, past and present pursuant to the Agreement with Balfour Beatty are hereby approved.

3. Any and all informalities or irregularities in the aforementioned proposal of Balfour Beatty are hereby waived.

* * * * *

Regularly passed and adopted by the Board of Port Commissioners of Redwood City, this ____ day of March 2025.

AYES, and in favor of said Resolution, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

Chair Maupin, Board of Port Commissioners

Attest:

Secretary Claire, Board of Port Commissioner



**BOARD OF PORT COMMISSIONERS
PORT OF REDWOOD CITY**

STAFF REPORT

DATE: March 26, 2025
ITEM NO: VI.C
SUBMITTED BY: Christie Coats, Director of Operations
TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY
ACCEPTING THE PROPOSAL OF QOVO SOLUTIONS INC. FOR CCTV UPGRADE AT THE PORT
OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK

RECOMMENDATION

Staff recommends that the Board of Port Commissioners (Board) enter into an agreement with Qovo Solutions Inc. (Qovo) for upgrades to the Ports Closed Circuit Television (CCTV) system. Pursuant to 49 Code of Federal Regulation (CFR) Part 1520.5 provides in part that information obtained or developed in the conduct of security activity, disclosure of which would be detrimental to the security of transportation, is deemed to be Security Sensitive Information (SSI).

BACKGROUND

As part of the Ports Facility Security Plan it has a CCTV system throughout the Port Complex which was initially installed in 2011. Since 2011, the camera hardware has been replaced as needed leading to a number of different camera technologies being used. The Port has received Department of Homeland Security (DHS) Port Security Grant Funding (PSGP) to replace 20-25 cameras in both the FY23 and FY24 grant years. FY23 Funding total \$164,640 and FY24 funding total \$187,500.

The hardware and software provider that the Port uses to access the cameras is no longer being updated by the provider. The Port is currently using a legacy software system which limits our camera access capabilities.

ANALYSIS

The Port currently contracts with a firm in Redding California to maintain the camera system. Historically, if there is an issue with a camera, whether it be a hardware issue (fiber, electrical, etc.) or software issue the Port has had to wait several weeks for a technician to be available to come onsite and address any issues. Additionally, because the CCTV details are subject to SSI, only specific technicians from the contractor can be assigned to the Ports site. This has resulted in long down times and waits for portions of our CCTV system on occasion.

The PSGP funding allows for the replacement of cameras and the timing correlates with the replacement of the legacy software system. Port staff, along with contracted IT staff created a list of needs, one being a service provider that could service the CCTV hardware and software within 24 hours' notice, including any fiber, electrical, or software issues. Staff and our contracted IT staff met with several different camera and software providers, sharing the Ports use case and stated needs. Qovo was recommended to us and met all of the Ports criteria. Qovo is headquartered in Morgan Hill and services all the Peninsula.

Qovo will acquire, install, and provide a 10-year software license for the SSI camera equipment. The SSI camera equipment and software for consideration today by the Board has been researched and vetted to comply with the requirements under the DHS grant. After installation Qovo will be available to the Port on an as needed basis, and has assigned key personnel directly to the Port account.

The action before the Board today comports with the following:

Cost Recovery	Not applicable
Port 2020 Vision	Comports with the Port's 2020 Vision
Budget	The project cost is included within the Board's budget

DATE: March 26, 2025

ITEM NO: VI.C

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY
ACCEPTING THE PROPOSAL OF QOVO SOLUTIONS INC. FOR CCTV UPGRADE AT THE PORT
OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK

ALTERNATIVES

The Board could not approve the agreement; and direct staff to seek additional contractors to complete the project, delaying the installation.

ENVIRONMENTAL REVIEW

The action before the Board for consideration today is not subject to CEQA review pursuant to California Public Resources Code Statute, Section 21065 and Guidelines, Section 15378 as it does not constitute a "Project," as said term is defined in Guidelines, Section 15378.



Staff



Executive Director

ATTACHMENTS

- A. Agreement for the Camera Replacement and Servicing Project
- B. Resolution

**AGREEMENT FOR THE CAMERA REPLACEMENT AND SERVICING PROJECT
AT THE PORT OF REDWOOD CITY
(QOVO SOLUTIONS, INC.)**

THE CITY OF REDWOOD CITY, by and through its BOARD OF PORT COMMISSIONERS, hereinafter referred to as "Port," and QOVO Solutions, Inc., a California corporation, of Morgan Hill, California, hereinafter referred to as "Vendor" (collectively referred to as "Parties" and sometimes separately referred to as "Party"), for the consideration hereinafter stated, hereby agree as follows:

1. Performance: Vendor shall perform in accordance with the terms and conditions of this Contract, and the other document incorporated by this reference (collectively, the "Contract Document"), and everything required to be performed, and deliver to the Port (as defined in the Contract Document) cameras and service same. The term "Contract" refers to this document and the term Contract Document includes this Contract and QOVO Solutions, Inc.'s Proposal dated March 17, 2025 (the "Proposal").
2. Contract Amount: Port shall pay Vendor, as full consideration for the faithful performance by Vendor under the Contract document, the sum of Three Hundred Eight Thousand Six Hundred Ninety Five and 43/100 Dollars (\$308,695.43) computed in accordance with Vendor's accepted Proposal which accepted Proposal is marked Exhibit "A," attached hereto and incorporated herein by reference as if herein fully set forth.
3. Time of Delivery and Installation: The delivery and installation of the cameras to the Port's satisfaction, shall be completed by _____, 2025. Time is of the essence.
4. Labor Code Requirements. See attachment incorporated by this reference.
5. Place of Delivery: The Port will designate the specific location within the Port Area to Vendor for the installation of the cameras and make the space available to Vendor.
6. Indemnification: Vendor hereby agrees to indemnify and save harmless the City of Redwood City, its Council, the Port, its Board, and their respective officers, boards, commissions, agents and employees of and from any and all claims, suits or actions of every name, kind and description which may be brought against the City of Redwood City, its Council, the Port, its Board, and their respective officers, boards, commissions, agents, or employees by reason of any injury to or death of any person or damage suffered or sustained by any person or corporation, caused by, or alleged to have been caused by, any act or omission to act, negligent or otherwise, of Vendor, its officers, agents or employees ("Vendor Personnel") while physically present at the Port and such injury, death or damage is caused by the act or omission to act of such Vendor Personnel while at the Port.

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The duty of Vendor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Vendor to indemnify the City of Redwood City, its Council, Port, its Board, and their respective officers, boards, commissions, agents and employees against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. Insurance: Vendor, at its sole cost and expense, shall acquire and maintain in full force and effect throughout the term of this Agreement Workers' Compensation, commercial general liability, and owned, non-owned and hired automobile liability insurance coverage relating to Vendor's Work to be performed hereunder covering Port's risks in form subject to the approval of the Port Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum.
Commercial General Liability	\$2,000,000.00 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability	\$2,000,000.00 per accident for bodily injury and property damage (coverage required to the extent applicable to Vendor's vehicle usage in performing work hereunder).

Any deductibles or self-insured retentions must be declared to and approved by Port. At the option of Port either Vendor's insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to Port, its Board, City, its Council and their respective commissions, boards, committees, officers, employees and agents or Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, Vendor shall furnish Port with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- a) Precluding cancellation or reduction in coverage before the expiration of ten (10) days after Port shall have received written notification of cancellation or reduction in coverage;
- b) Providing that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsements);

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- c) Naming City of Redwood City, its Council, the Port, its Board, and their respective commissions, boards, committees, officers, employees and agents as additional insureds; and
- d) Providing that Vendor's insurance shall be primary insurance relating to Vendor's work hereunder with respect to the City, its Council, the Port, its Board and their respective commissions, boards, committees, officers, employees and Agents, and further providing that any insurance or self-insurance maintained by Port for itself, its Council, commissions, boards, committees, officers, employees and agents shall not be excess of Vendor's insurance and shall not be contributory with it.

7. It is hereby agreed by the parties to the Agreement that in case all work called for under the Agreement is not finished or completed on or before the time set forth in this Agreement, damage will be sustained by Port, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Port will sustain in event of and by reason of such delay; it is therefore agreed Vendor will pay to Port the sum calculated at the rate of One Thousand and No/100 Dollars (\$1,000.00) per calendar day as liquidated damages for each and every calendar day's delay in finishing the work in excess of Thirty (30) calendar days after delivery of the cameras to Vendor, and Vendor agrees to pay said liquidated damages as herein provided, and in case the same are not paid, agrees that Port may deduct the amount thereof from any monies due or that may become due under this Agreement. Time is of the essence.

8. Risk of Loss: Risk of loss of the Cameras shall pass to the Port upon the Port taking physical possession of the Cameras (the "Acceptance").

9. Title: Vendor shall execute a Bill of Sale (attached to this Agreement) and other documents necessary to transfer clear title to the Cameras to Port. Title to the Cameras shall remain with the Vendor until Acceptance by Port.

10. Any and all special guarantees which may be applicable to definite parts of the Cameras under this Contract Documents shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Vendor.

11. Right of Inspection: Port shall have the right to inspect the Cameras and vendor shall demonstrate the cameras successfully operate before paying or accepting same.

12. Remedies: Vendor and Port shall have all remedies afforded each by the California Uniform Commercial Code.

13. Modifications: This Agreement can be modified only by a writing signed by both of the Parties.

14. Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless

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the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

15. Assignment or Delegation: No right or interest in this Agreement may be assigned by either Port or Vendor without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation, by either Port or Vendor, may be made without the written permission of the other Party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

16. Iran Contracting Certification. See attachment incorporated by this reference.

17. Notices: Any notice required to be given hereunder or any notice required to be given by law shall be in writing and may be given by personal delivery or by mail, postage prepaid, and addressed in the case of the Port to the following address:

Executive Director
Port of Redwood City
675 Seaport Blvd.
Redwood City, CA 94063

and in the case of Vendor, to the following address:

Nick Kygar
QOVO Solutions, Inc.
16060 Caputo Drive, Ste 120
Morgan Hill, CA 95037

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement
this _____ day of _____, 2025.

**CITY OF REDWOOD CITY, BY AND
THROUGH ITS BOARD OF PORT
COMMISSIONERS**

By: _____
Port Executive Director

By: _____
Secretary

VENDOR
QOVO Solutions, Inc.

By: Nick Kygar
Title: _____

Attachment – Section 4

Contract Document – Port of Redwood City – QOVO Solutions, Inc

4. (a) Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. Contractor shall, as a penalty to Port, forfeit Twenty five and No/100 Dollars (\$25.00) for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one (1) calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et seq. Contractor and any subcontractor under him/her shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the Port Executive Director, which copies shall be made available to any interested party on request. Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.8 of the California Labor Code, Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

(e) Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to Port, forfeit no more than two Hundred and No/100 Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employees employed by him or her in connection with the public work. Said payroll shall be certified and shall be available

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for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the Port, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Port, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Subparagraph 4(f)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

Contractor and each subcontractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection and copies furnished upon request to the public or Port, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated. Contractor shall inform Port of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. In the event of noncompliance with the requirements of Paragraph 4(f), Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with said paragraph. Should non-compliance still be evident after the 10-day period, Contractor shall, as a penalty to the State or Port, forfeit Twenty-five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with Contractor.

- (g) Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of

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the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Contract rests with Contractor. Pursuant to California Labor Code Section 1777.7, in the event Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, Contractor shall be denied the right to bid on any public works contract for one year from the date noncompliance is determined and be assessed civil penalties.(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Contractor is required to secure the payment of compensation to Contractor's employees and for that purpose obtain and keep in effect adequate Worker's Compensation insurance. If Contractor, in the sole discretion of Port satisfies Port of the responsibility and capacity under the applicable Workers' Compensation laws, if any, to act as self-insurer, Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions before commencing the performance of the work of this Contract. Before the Agreement between Port and Contractor is entered into, Contractor shall submit written evidence that it and any subcontractors have obtained for the period of the Contract full workers' compensation insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable State Workers' Compensation insurance laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this Agreement certifies to Port as true the following statement:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

(i) In accordance with the provisions of Section 1727 of the California Labor Code, Port, before making payment to Contractor of money due under a contract for public works, shall withhold and retain there from all amounts which have been forfeited pursuant to any stipulation in the Contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Law Enforcement or by Port.

Attachment – Section 17 -Contract Document – Port of Redwood City – QOVO Solutions, Inc - IRAN CONTRACTING ACT CERTIFICATION

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL
PUBLIC CONTRACT CODE §2200 ET SEQ.

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AS REQUIRED BY CALIFORNIA PUBLIC CONTRACT CODE SECTION 2204, THE CONTRACTOR CERTIFIES SUBJECT TO PENALTY FOR PERJURY THAT THE OPTION CHECKED BELOW RELATING TO THE CONTRACTOR'S STATUS IN REGARD TO THE IRAN CONTRACTING ACT OF 2010 (PUBLIC CONTRACT CODE SECTION 2200 ET SEQ.) IS TRUE AND CORRECT:

THE CONTRACTOR IS NOT:

(1) IDENTIFIED ON THE CURRENT LIST OF PERSON AND ENTITIES ENGAGED IN INVESTMENT ACTIVITIES IN IRAN PREPARED BY THE CALIFORNIA DEPARTMENT OF GENERAL SERVICES IN ACCORDANCE WITH SUBDIVISION (B) OF PUBLIC CONTRACT CODE SECTION 2203; OR

(2) A FINANCIAL INSTRUCTION THAT EXTENDS, FOR 45 DAYS OR MORE, CREDIT IN THE AMOUNT OF \$20,000,000 OR MORE TO ANY OTHER PERSON OR ENTITY IDENTIFIED ON THE CURRENT LIST OF PERSONS AND ENTITIES ENGAGING IN INVESTMENT ACTIVITIES IN IRAN PREPARED BY THE CALIFORNIA DEPARTMENT OF GENERAL SERVICES IN ACCORDANCE WITH SUBDIVISION (B) OF PUBLIC CONTRACT CODE SECTION 2203, IF THAT PERSON OR ENTITY USES OR WILL USE THE CREDIT TO PROVIDE GOODS OR SERVICES IN THE ENERGY SECTOR IN IRAN.

☐ THE CITY HAS EXEMPTED THE CONTRACTOR FROM THE REQUIREMENTS OF THE IRAN CONTRACTING ACT OF 2010 AFTER MAKING A PUBLIC FINDING THAT, ABSENT THE EXEMPTION, THE CITY WILL BE UNABLE TO OBTAIN THE GOODS AND/OR SERVICES TO BE PROVIDED PURSUANT TO THE CONTRACT.

☐ THE AMOUNT OF THE CONTRACT PAYABLE TO THE CONTRACTOR FOR THE PROJECT DOES NOT EXCEED \$1,000,000.

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

FIRM NAME: _____

DATE: _____

ATTACHMENT B

RESOLUTION NO. P-_____

RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY WAIVING BIDDING REQUIREMENTS, ACCEPTING BID FOR THE CAMERA REPLACEMENT AND SERVICING PROJECT AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK (QOVO SOLUTIONS, INC.)

WHEREAS, the Port Executive Director inquired about proposals for the replacement and servicing of cameras at the Port of Redwood City (the "Port"); and

WHEREAS, based upon the Port's past experience with the camera system at the Port, Port staff investigated other camera systems and service providers; and

WHEREAS, based upon Port's staff's investigation, it was determined that one vendor/servicer met the criteria set by the Port regarding the type of camera and the type of servicing of the camera required by the Port; and

WHEREAS, QOVO Solutions, Inc. is the sole vendor/servicer which meets the criteria set by the Port, and it is the intention and desire of this Board of Port Commissioners to waive the bidding requirement and award said bid to QOVO Solutions, Inc.

NOW, THEREFORE;

BE IT RESOLVED BY THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

1. The Board of Port Commissioners waives the bidding requirement and declares that QOVO Solutions, Inc. to be a sole source provider for this Camera Replacement and Servicing Project (the "Project").

2. The bid of QOVO Solutions, Inc. in the amount of Three Hundred Eight Thousand Six Hundred Ninety Five and 43/100 Dollars (\$308,695.43) computed in accordance with QOVO Solutions, Inc.'s proposal dated March 17, 2025, for the Project is hereby accepted.

3. That certain agreement entitled "Agreement" by and between the City of Redwood City, a municipal corporation of the State of California, by and through its Board of Port Commissioners and

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QOVO Solutions, Inc., a copy of which agreement is on file in the office of the Port Executive Director, to which copy reference is hereby made for the full particulars thereof, is hereby approved and the Port Executive Director and the Port Executive Secretary are hereby authorized and directed to execute and to attest thereto respectively, said agreement for and on behalf of the Port.

4. Any and all informalities or irregularities in the aforementioned bid of QOVO Solutions, Inc. are hereby waived.

* * *

Regularly passed and adopted by the Board of Port Commissioners of Redwood City, this ____ day of March 2025.

AYES, and in favor of said Resolution, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

Chair Maupin, Board of Port Commissioners

Attest:

Secretary Claire, Board of Port Commissioner