



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

REGULAR MEETING  
WEDNESDAY, 8:00 AM  
MARCH 13, 2024

CHAIR: LORIANNA KASTROP  
VICE CHAIR: STAN MAUPIN  
SECRETARY: NANCY C. RADCLIFFE  
COMMISSIONER: RICHARD S. CLAIRE  
COMMISSIONER: RALPH A. GARCIA

**\*\*\*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), an alternative location of 244 Alameda de las Pulgas Boulevard, Redwood City, California 94062, 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 and at the location referred to above. Some of the COMMISSIONERS may attend the meeting and participate remotely to the same extent as if they were present. 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](mailto: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 — FEBRUARY 14, 2024  
**ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE**
- IV. APPROVAL OF CLAIMS — FEBRUARY 8, 2024 AND FEBRUARY 22, 2024  
**ACTION: MOTION TO APPROVE; PUBLIC COMMENT; ROLL CALL VOTE**

**V. ORDINANCES — NONE**

**VI. RESOLUTIONS**

- A. RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BID FOR THE LED LIGHTING REPLACEMENT PROJECT AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK (Sierra Commercial Lighting, Inc.)**

**CEQA: 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.**

**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**

- A. PUBLIC EMPLOYEE PERSONNEL EVALUATION – EXECUTIVE DIRECTOR GOVERNMENT CODE SECTION 54957**

**XII. ADJOURNMENT — TO REGULAR MEETING OF MARCH 27, 2024**

**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](mailto:info@redwoodcityport.com) and include address, phone number and brief description of the requested materials and preferred alternative format or auxiliary ad or service at least seven calendar days before the meeting.



# BOARD OF PORT COMMISSIONERS PORT OF REDWOOD CITY MINUTES

REGULAR MEETING  
WEDNESDAY, 8:00 AM  
FEBRUARY 14, 2024

CHAIR: LORIANNA KASTROP  
VICE CHAIR: STAN MAUPIN  
SECRETARY: NANCY C. RADCLIFFE  
COMMISSIONER: RICHARD S. CLAIRE  
COMMISSIONER: RALPH A. GARCIA

## I. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

The Board of Port Commissioners held its regular meeting in person at the Port Administrative Offices and via video/teleconference, pursuant to Government Code Section 54953(e). Members of the public participated in the meeting as well as remotely via the Zoom platform or in person at the Port Administrative Offices. Pursuant to the Ralph M. Brown Act, as amended by AB 361, all votes were by roll call and the meeting was available to the public to attend and provide public comments via audio/video teleconference.

Chair Kastrop, presiding

Commissioners Present: Richard Claire, Nancy Radcliffe, Stan Maupin and Lorianna Kastrop

Commissioners Absent: Ralph Garcia

Port Executives Present: Executive Director, Kristine A. Zortman; Director of Finance and Administration, Rajesh Sewak and Port Attorney, Francois X. Sorba

Chair Kastrop called the meeting to order at 8:00 AM. Clerk of the Board Linda Alvarado conducted roll call and confirmed a meeting quorum with Commissioners Claire, Radcliffe, Maupin and Kastrop in attendance and Commissioner Garcia with an excused absence. Commissioner Maupin led the Pledge of Allegiance.

## II. PUBLIC COMMENT

Executive Director Zortman confirmed that there were no members of the public who wished to make public comment on non-agendized items.

## III. APPROVAL OF MINUTES — DECEMBER 13, 2023, AND JANUARY 10, 2024

After inviting public comment, Chair Kastrop confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to approve minutes dated December 13, 2023 was made by Commissioner Maupin and was seconded by Commissioner Claire. The motion passed 4-0 by voice roll call vote with Commissioner Garcia having an excused absence. A motion to approve minutes dated January 10, 2024 was made by Commissioner Maupin and was seconded by Commissioner Claire. The motion passed 3-1-0 by voice roll call vote with Commissioner Radcliffe abstained due to her excused absence and Commissioner Garcia having an excused absence.

## IV. APPROVAL OF CLAIMS — JANUARY 11, 2024, AND JANUARY 25, 2024

After inviting public comment, Chair Kastrop confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to approve claims dated January 11, 2024, and January 25, 2024 was made by Commissioner Radcliffe and was seconded by Commissioner Maupin. The motion passed 4-0 by voice roll call vote with Commissioner Garcia having an excused absence.

## V. ORDINANCES — NONE

## VI. RESOLUTIONS — NONE

## **VII. MOTIONS**

### **A. MOTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BKF ENGINEERS FOR SANITARY SEWER CONDITIONS ASSESSMENT**

Director of Operations, Christie Coats provided overview and responded to questions from the Board about the Port's sewer system. After inviting public comment, Chair Kastrop confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to adopt the resolution was made by Commissioner Maupin and was seconded by Commissioner Radcliffe. The motion passed 4-0 by voice roll call vote with Commissioner Garica having an excused absence.

## **VIII. REPORTS/PRESENTATIONS**

### **A. FISCAL YEAR 2024 UNAUDITED FINANCIAL AND TONNAGE REPORT ENDING DECEMBER 31, 2023**

Rajesh Sewak, Director of Finance and Administration Assistant Operations Manager presented the Fiscal Year 2024 (FY24) Fiscal Unaudited Financial and Tonnage Report Ending December 31, 2023. Mr. Sewak reported the net result of the Operating Income to the Budget was favorable by \$627,000. He also stated expenses as of December 2023 were up by \$227,000 compared to same period last year – mainly due to increase in repairs and maintenance and that maritime revenue was slightly down from last year and it is mainly due to decline in tonnage. Commercial and Marina revenues were up compared to the same period last year (\$1.5 million vs \$1.4 million). Mr. Sewak concluded his presentation. Chair Kastrop stated that she really appreciates the work done in finance, by both Executive Director Zortman and Mr. Sewak. After inviting public comment, Chair Kastrop confirmed with Executive Director Zortman that there were no members of the public in attendance at the meeting who wished to make public comment on this agenda item.

### **IX. EXECUTIVE DIRECTOR'S REPORT**

From January 23 through January 26, 2024 Executive Director Zortman attended Association of Pacific Ports (APP) Winter Conference. On January 31, 2024 staff hosted the Port of Richmond Executive Director and the City of Richmond's Mayor, Eduardo Martinez. On February 13, 2024 Executive Director Zortman attended San Francisco Bay Conservation and Development Commission Sediment Management Stakeholder Workshop. On February 14, 2024 Executive Director Zortman will attend Bay Planning Coalition Board of Directors Meeting. From February 20 through February 22, 2024 Executive Director Zortman will attend California Association of Port Authorities (CAPA) Port's Day in Sacramento; CAPA members will meet in-person with state policymakers, legislators, and administration officials to highlight the tremendous economic contributions and environmental stewardship of our ports, as well as issue a call-to-action to keep California ports competitive in the global economy.

### **X. MATTERS OF BOARD INTEREST**

On January 26, 2024 Commissioner Radcliffe attended Water Emergency Transportation Authority's (WETA) State of San Francisco Bay Ferry, at this meeting WETA reported the agencies accomplishments in 2023 and that they are rebranding their name to SF Bay Ferry. From January 23 through January 26, 2024 Commissioner Maupin attended Association of Pacific Ports (APP) Winter Conference. On February 6, 2024 Commissioner Maupin attended the Propeller Club of Northern meeting, where discussions included the status of the Cal State Maritime Academy. On January 29, 2024 Commissioner Maupin, Redwood City Fire Department and staff met with Sim's Metal discussions included the fire event that took place on November 11, 2023, and reporting protocols. Commissioner Maupin thanked Executive Director Zortman for her awesome representation of the Port. Chair Kastrop stated she is hopeful when her term as Port Commissioner has ended that one of her fellow Board Commissioners will serve on APP. On February 8, 2024 Chair Kastrop attended San Francisco Bay Conservation and Development Commission's subcommittee meeting called Sediment and Beneficial Reuse Working Group. On February 9, 2024 Chair Kastrop attended Bay Area Council's Transportation Committee Meeting, where Senator Scott Weiner spoke on all transportation issues.

### **XI. CLOSED SESSION — NONE**

### **XII. ADJOURNMENT — TO REGULAR MEETING OF FEBRUARY 28, 2024**

After inviting public comment, Chair Kastrop confirmed with Executive Director Zortman that there were no members of the public who wished to make public comment on this agenda item. A motion to adjourn the meeting was made by Commissioner Radcliffe and seconded by Commissioner Maupin. The motion passed 4-0 by voice roll call vote with Commissioner Garcia having an excused absence. The meeting was adjourned by Chair Kastrop at 8:52 AM to its next regularly scheduled meeting on February 28, 2024.





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

**STAFF REPORT**

DATE: March 13, 2024

ITEM NO: VI.A

SUBMITTED BY: Connor Revay, Harbor Master and Assistant Operations Manager

TITLE: RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BID FOR THE LED LIGHTING REPLACEMENT PROJECT AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK (Sierra Commercial Lighting, Inc.)

**RECOMMENDATION**

Staff recommends that the Board of Port Commissioners (Board) authorize the execution of an agreement with Sierra Commercial Lighting, Inc. (Sierra) for the purchase, delivery, and installation of LED Light Fixtures at the Port of Redwood City (Port) as funded by the Department of Homeland Security (DHS).

**BACKGROUND**

In 2021, the Port received a grant from DHS through the Port Security Grant Program (PSPG) for the replacement and upgrading of security lighting to LED light fixtures. The Port previously replaced the light fixtures along the wharf faces to LED fixtures. This grant funded project will replace the remaining fixtures throughout the Port with LED's consistent with the fixtures previously replaced in order to upgrade our port security measures.

In January 2024, the Port conducted an informal Request for Proposal (RFP) process for lighting services, focusing a main project on the light poles in the industrial yards to the north of the Administration Building. As part of the RFP process, staff requested that bids be presented for two additional optional areas, in the event there was enough budget remaining to complete the replacement of fixtures along Seaport Frontage Road. There is sufficient project budget to complete the replacement of all remaining light fixtures to LED in the industrial areas of the Port.

This project will replace luminaries with LED fixtures on a total of 29 poles, 4 luminaries per pole, for a total of 116 fixtures. During the RFP process, the Port requested bids from three lighting firms, including Sierra, Connell Engineering Group, Inc., and Parajo Valley Electric.

Below is a comparison chart of bids received for the LED Lighting Project:

BIDDER	TOTAL BID
Sierra Commercial Lighting, Inc.	\$73,129.89
Connell Engineering Group, Inc.	\$101,218.11
Parajo Valley Electric	Failed to Respond

**ANALYSIS**

Based upon staff's review of the bids received, the Sierra proposal satisfies the Port's requirements and is the lowest amount amongst all bids received at \$73,129.89. Additionally, this is a project that was identified with funding in the PSGP FY21 program, which therefore needs to be complete by August 2024. Due to the limited contract cost for non-equipment, no bond is requested for this contract, which still comports with our obligations with the DHS grant. The project for consideration today by the Board complies with the requirements under the DHS grant.

Cost Recovery	N/A
Port 2020 Vision	Comports with the Port's 2020 Vision
Budget	Funding from the PSGP FY21 program with Port match included in the Board approved budget

DATE: March 13, 2024

ITEM NO: VI.A

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**ALTERNATIVES**

The Board could direct staff to continue exploring other companies, however as time is of the essence to complete this project pursuant to the PSGP requirements, and it is within project budget, staff is recommends entering into an agreement with Sierra.

**ENVIRONMENTAL REVIEW**

The Project is exempt from CEQA under Class 1 and Class 3 (CEQA Guidelines § 15301 and § 15303).



Staff



Executive Director

**ATTACHMENTS**

- A. LED Lighting Bid Results Comparison
- B. Contract Documents including Sierra's proposal as Exhibit A
- C. Resolution

**Port of Redwood City  
Board of Port Commissioners  
March 13, 2024**

**Summary of LED Lighting Replacement Project Bids**

Comparison of Bids for LED Lighting Services				
	Bidder	Total Bid		
	Sierra Commercial Lighting, Inc.	\$73,129.89		
	Connell Engineering Group, Inc.	\$101,218		
	Parajo Valley Electric	No Bid Received		
Evaluation Criteria				
	Sierra Commercial Lighting, Inc.	Connell Engineering Group, Inc.	Parajo Valley Electric	Evaluation Notes
Main Bid	\$55,407.23	\$73,309.33	No Bid Received	Sierra's bid is \$17,902.10 less than the next bidder
Option A	\$7,606.92	\$10,904.02	No Bid Received	Sierra's bid is \$3,297.10 less than the next bidder
Option B	\$10,115.74	\$12,744.02	No Bid Received	Sierra's bid is \$2,628.28 less than the next bidder
Deadline 02/15/2024	Bidder had sent in bid for complete project promptly before deadline with all additional options.	Bidder had sent in bid; however, the agreed deadline for proposal had past	No Bid Received	Sierra's bid was received first and was within the deadline provided.
Evaluation Results				
<p>Recommendation: Sierra Commercial Lighting, Inc.</p> <p>NOTES:</p> <ol style="list-style-type: none"> <li>Sierra has completed similar projects at the Port in the past.</li> <li>Sierra was the lowest bid and the most prompt to begin the work.</li> </ol>				
<p>Best Overall Value: Sierra Commercial Lighting, Inc.</p>				

**ATTACHMENT A**



**ATTACHMENT B**

**CONTRACT DOCUMENTS  
FOR THE  
LED LIGHTING REPLACEMENT PROJECT**

**PORT OF REDWOOD CITY  
REDWOOD CITY, CALIFORNIA**

**PREPARED BY  
PORT OF REDWOOD CITY**

**MARCH \_\_, 2024**



**ATTACHMENT B**

**CONTRACT DOCUMENTS  
FOR THE  
LED LIGHTING REPLACEMENT PROJECT  
PORT OF REDWOOD CITY  
REDWOOD CITY, CALIFORNIA**

Approved by:

PORT OF REDWOOD CITY

By: \_\_\_\_\_

Name: KRISTINE A. ZORTMAN

Its: EXECUTIVE DIRECTOR

\_\_\_\_\_  
DATE

# **ATTACHMENT B**

## **AGREEMENT**

THE CITY OF REDWOOD CITY, acting by and through its Board of Port Commissioners, hereinafter referred to as "Port", and Sierra Commercial Lighting, Inc. of Sonora, CA, hereinafter referred to as "Contractor", for the consideration hereinafter stated, hereby agree as follows:

1. Contractor shall perform everything required to be performed, shall provide and furnish all of the labor, equipment, materials, and tools to perform, no later than \_\_\_\_\_, 2024, for the following work:

### **LED LIGHTING REPLACEMENT PROJECT**

#### **AT THE PORT OF REDWOOD CITY**

#### **675 SEAORT BLVD., REDWOOD CITY, CA**

in strict accordance with the Contract Documents, consisting of Contractor's Proposal dated February 14, 2024, including Option A and Option B, this Agreement and the General Conditions and Special Conditions (the "Contract Documents") which are incorporated herein and made a part of this Agreement as if herein fully set forth.

2. Port shall pay to Contractor, as full consideration for the faithful performance by Contractor of the aforementioned work, the amount of Seventy-Three Thousand One Hundred Twenty-Nine and 89/100 Dollars (\$73,129.89; the "Contract Price") accepted Proposal dated February 14, 2024, including Option A and Option B (the "Proposal"). In the event of a conflict between the Proposal (Exhibit A) and this Agreement and/or other documents referred to herein, this 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. Port reserves the right to delete portions of the Proposal, such as, for example, Option A and/or Option B, and adjust the Contract Price accordingly.
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. The work shall be completed within 90 calendar days after issuance of a Notice to Proceed, which Notice to Proceed shall be issued no sooner than 10 days after approval of this Contract by the Board of Port Commissioners.
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 B

- (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 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

## ATTACHMENT B

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 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

## **ATTACHMENT B**

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.
5. It is hereby agreed by the parties to this Agreement that in case all work called for under this 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 Two Hundred and No/100 Dollars (\$200.00) 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,



## ATTACHMENT B

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 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:

## ATTACHMENT B

<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;
- (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 which right of subrogation Contractor hereby waives.

## ATTACHMENT B

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. Contractor has been provided with the following documents regarding the condition and restrictions of the Site.
16. 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.
17. Contractor acknowledges receipt of the Contract Documents.

**ATTACHMENT B**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024

**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**

**Sierra Commercial Lighting Inc.**

By \_\_\_\_\_  
\_\_\_\_\_  
**(Name)**  
\_\_\_\_\_  
**(Title)**

## ATTACHMENT B



## **ATTACHMENT B**

### **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 B**

**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 B

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 B**

## **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 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 Two Hundred and No/100 Dollars (**\$200.00**) per calendar day liquidated damages.

#### **1.03 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.

#### **1.04 UTILITY SHUTDOWN**

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

#### **1.05 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.
- 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.

## **ATTACHMENT B**

### **1.06 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.

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# Main LED Lighting Proposal

## February 14, 2024

Prepared for:  
Connor Revay  
Port of Redwood City  
675 Seaport Blvd.  
Redwood City, Ca. 94063

Created by:  
Dennis Smith  
Project Manager  
Sierra Commercial Lighting Inc.,  
18859 Microtronics Way, Suite B-5, Sonoma, CA. 95370  
(209) 536-4884  
[www.sierracommerciallighting.com](http://www.sierracommerciallighting.com)



## Introduction

Sierra Commercial Lighting is proud to present an all-inclusive package for the Main LED Lighting Replacement Project located at: 675 Seaport Blvd., Redwood City. This package covers everything you need which includes materials, labor, equipment, and recycling. We know the importance of seeing quality work delivered promptly and without stretching your budget. With excitement and confidence, we're ready to make your vision a reality. Let's light up the future together!

## Project Details

Our team will illuminate the Port Complex by installing (88) cutting edge LED Flood Lights enhancing both Frontage Rd. and the industrial yards. For added comfort a 5-year limited warranty from the manufacturer will be included along with Sierra Commercial Lighting's commitment to excellence, evidenced by our 1-year warranty on installation quality. We warmly invite you to approve this proposal, setting the stage for a transformation that begins shortly.

Please anticipate the arrival of materials within 3-4 weeks following approval, with our skilled team ready to commence installation within 7 business days of delivery. Note that we aim to ensure transparency in every step, including any applicable freight charges, which will be clearly detailed in your final invoice.

**Please note:** This estimate is an approximation, not a guarantee. Start date is subject to change pending labor, equipment availability, delivery schedules, and weather. If any faulty wiring and/or unforeseen issues are discovered during this project, a cost change proposal will be issued for approval. Any additional work outside the original agreement must be signed prior to moving forward. The customer can decline the cost change proposal which may result in decreased product quality and/or functionality and will be at no fault to the electrical contractor.

This proposal is valid for 30 days from 2/14/2024.

## Job Cost Summary

Material	Labor	Travel / Recycling	Tax
\$34,870.00	\$15,263.82	\$1,500.00 / \$330.00	\$3,443.41

**Grand Total**

**\$55,407.23**

**EXHIBIT A**



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We thank you for considering our proposal for your project. To proceed, we kindly ask that you approve this by printing your name, signing and dating below. Please return the fully executed agreement to us as soon as possible so we can begin to work on your project. If you have any questions or concerns, feel free to reach out at (209) 536-4884 or email [dennis@sierracommerciallighting.com](mailto:dennis@sierracommerciallighting.com)

Authorized Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Regards,

Dennis Smith  
Project Manager

**TERMS & CONDITIONS**

By signing this proposal, you are signing a legally binding contract for work to be performed at the site address stated above. Any additional services requested by you (the customer) and not included in this proposal will incur additional costs. You (the customer) will be responsible for payment of all applicable federal, state, and local taxes. All invoices for services completed as stated in the proposal are payable within 30 days from date stated on the invoice. Any invoices not paid on the due date stated on the invoice may bear a 1.5% monthly interest fee until the invoice(s) is paid in full. If the invoice(s) remain due past 90 days a Mechanics Lien may be filed by the electrical contractor against the site address where the work has been performed.

Authorized Initials \_\_\_\_\_



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# Option “A” LED Lighting Proposal

## February 14, 2024

Prepared for:  
Connor Revay  
Port of Redwood City  
675 Seaport Blvd.  
Redwood City, Ca. 94063

Created by:  
Dennis Smith  
Project Manager  
Sierra Commercial Lighting Inc.,  
18859 Microtronics Way, Suite B-5, Sonoma, CA. 95370  
(209) 536-4884  
[www.sierracommerciallighting.com](http://www.sierracommerciallighting.com)



## Introduction

Sierra Commercial Lighting is proud to present an all-inclusive package for the Option "A" LED Lighting Replacement Project located at: 675 Seaport Blvd., Redwood City. This package covers everything you need which includes materials, labor, equipment, and recycling. We know the importance of seeing quality work delivered promptly and without stretching your budget. With excitement and confidence, we're ready to make your vision a reality. Let's light up the future together!

## Project Details

Our team will illuminate the Port Complex by installing (12) cutting edge LED Flood Lights enhancing Frontage Road between Seaport Court & Beeger Road. For added comfort a 5-year limited warranty from the manufacturer will be included along with Sierra Commercial Lighting's commitment to excellence, evidenced by our 1-year warranty on installation quality. We warmly invite you to approve this proposal, setting the stage for a transformation that begins shortly.

Please anticipate the arrival of materials within 3-4 weeks following approval, with our skilled team ready to commence installation within 7 business days of delivery. Note that we aim to ensure transparency in every step, including any applicable freight charges, which will be clearly detailed in your final invoice.

**Please note:** This estimate is an approximation, not a guarantee. Start date is subject to change pending labor, equipment availability, delivery schedules, and weather. If any faulty wiring and/or unforeseen issues are discovered during this project, a cost change proposal will be issued for approval. Any additional work outside the original agreement must be signed prior to moving forward. The customer can decline the cost change proposal which may result in decreased product quality and/or functionality and will be at no fault to the electrical contractor.

This proposal is valid for 30 days from 2/14/2024.

## Job Cost Summary

Material	Labor	Travel / Recycling	Tax
\$4,728.00	\$2,087.36	\$250.00 / \$45.00	\$496.56

**Grand Total**

**\$7,606.92**

**EXHIBIT A**



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We thank you for considering our proposal for your project. To proceed, we kindly ask that you approve this by printing your name, signing and dating below. Please return the fully executed agreement to us as soon as possible so we can begin to work on your project. If you have any questions or concerns, feel free to reach out at (209) 536-4884 or email [dennis@sierracommerciallighting.com](mailto:dennis@sierracommerciallighting.com)

Authorized Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Regards,

Dennis Smith  
Project Manager

**TERMS & CONDITIONS**

By signing this proposal, you are signing a legally binding contract for work to be performed at the site address stated above. Any additional services requested by you (the customer) and not included in this proposal will incur additional costs. You (the customer) will be responsible for payment of all applicable federal, state, and local taxes. All invoices for services completed as stated in the proposal are payable within 30 days from date stated on the invoice. Any invoices not paid on the due date stated on the invoice may bear a 1.5% monthly interest fee until the invoice(s) is paid in full. If the invoice(s) remain due past 90 days a Mechanics Lien may be filed by the electrical contractor against the site address where the work has been performed.

Authorized Initials \_\_\_\_\_



# Option “B” LED Lighting Proposal

February 14, 2024

Prepared for:  
Connor Revay  
Port of Redwood City  
675 Seaport Blvd.  
Redwood City, Ca. 94063

Created by:  
Dennis Smith  
Project Manager  
Sierra Commercial Lighting Inc.,  
18859 Microtronics Way, Suite B-5, Sonoma, CA. 95370  
(209) 536-4884  
[www.sierracommerciallighting.com](http://www.sierracommerciallighting.com)



## Introduction

Sierra Commercial Lighting is proud to present an all-inclusive package for the Option "B" LED Lighting Replacement Project located at: 675 Seaport Blvd., Redwood City. This package covers everything you need which includes materials, labor, equipment, and recycling. We know the importance of seeing quality work delivered promptly and without stretching your budget. With excitement and confidence, we're ready to make your vision a reality. Let's light up the future together!

## Project Details

Our team will illuminate the Port Complex by installing (16) cutting edge LED Flood Lights enhancing Frontage Road between Herkner Road and Hinman Road. For added comfort a 5-year limited warranty from the manufacturer will be included along with Sierra Commercial Lighting's commitment to excellence, evidenced by our 1-year warranty on installation quality. We warmly invite you to approve this proposal, setting the stage for a transformation that begins shortly.

Please anticipate the arrival of materials within 3-4 weeks following approval, with our skilled team ready to commence installation within 7 business days of delivery. Note that we aim to ensure transparency in every step, including any applicable freight charges, which will be clearly detailed in your final invoice.

**Please note:** This estimate is an approximation, not a guarantee. Start date is subject to change pending labor, equipment availability, delivery schedules, and weather. If any faulty wiring and/or unforeseen issues are discovered during this project, a cost change proposal will be issued for approval. Any additional work outside the original agreement must be signed prior to moving forward. The customer can decline the cost change proposal which may result in decreased product quality and/or functionality and will be at no fault to the electrical contractor.

This proposal is valid for 30 days from 2/14/2024.

## Job Cost Summary

Material	Labor	Travel / Recycling	Tax
\$6,340.00	\$2,739.66	\$350.00 / \$60.00	\$626.08

**Grand Total**

**\$10,115.74**

**EXHIBIT A**



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We thank you for considering our proposal for your project. To proceed, we kindly ask that you approve this by printing your name, signing and dating below. Please return the fully executed agreement to us as soon as possible so we can begin to work on your project. If you have any questions or concerns, feel free to reach out at (209) 536-4884 or email [dennis@sierracommerciallighting.com](mailto:dennis@sierracommerciallighting.com)

Authorized Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Regards,

Dennis Smith  
Project Manager

**TERMS & CONDITIONS**

By signing this proposal, you are signing a legally binding contract for work to be performed at the site address stated above. Any additional services requested by you (the customer) and not included in this proposal will incur additional costs. You (the customer) will be responsible for payment of all applicable federal, state, and local taxes. All invoices for services completed as stated in the proposal are payable within 30 days from date stated on the invoice. Any invoices not paid on the due date stated on the invoice may bear a 1.5% monthly interest fee until the invoice(s) is paid in full. If the invoice(s) remain due past 90 days a Mechanics Lien may be filed by the electrical contractor against the site address where the work has been performed.

**EXHIBIT A**



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Authorized Initials \_\_\_\_\_

**ATTACHMENT C**

**RESOLUTION NO. P-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE CITY OF REDWOOD CITY ACCEPTING BID FOR THE LED LIGHTING REPLACEMENT PROJECT AT THE PORT OF REDWOOD CITY; AUTHORIZING EXECUTION OF AGREEMENT FOR SAID WORK (Sierra Commercial Lighting Inc.)**

**WHEREAS**, the Port Executive Director requested bids for the LED Lighting Replacement Project at the Port of Redwood City, Redwood City, California; and

**WHEREAS**, two (2) bids were received for the performance of said work and filed with the Port Executive Director; and

**WHEREAS**, Sierra Commercial Lighting Inc. of Sonoma, California, is the lowest responsible bidder, and it is the intention and desire of this Board of Port Commissioners to award said bid to Sierra Commercial Lighting, Inc.

**NOW, THEREFORE;**

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

1. The bid of Sierra Commercial Lighting Inc. in the amount of Seventy-Three Thousand One Hundred Twenty-Nine and 89/100 Dollars (\$73,129.89) computed in accordance with Sierra Commercial Lighting, Inc.'s proposal dated February 14, 2024, for the LED Lighting Replacement Project is hereby accepted and said bidder is hereby found and declared to be the lowest responsible bidder for said work.

**ATTACHMENT C**

2. 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 ("Port of Redwood City") and Sierra Commercial Lighting Inc. 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 of Redwood City.

3. Any and all informalities or irregularities in the aforementioned bid of Sierra Commercial Lighting Inc. are hereby waived.

\* \* \*

Regularly passed and adopted by the Board of Port Commissioners of Redwood City, this \_\_\_ day of March 2024.

AYES, and in favor of said Resolution, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

\_\_\_\_\_  
President, Board of Port Commissioners

Attest:

\_\_\_\_\_  
Secretary, Board of Port Commissioners