

Diane Howard, Mayor
Giselle Hale, Vice Mayor
Alicia C. Aguirre, Council Member
Lissette Espinoza-Garnica,
Council Member
Jeff Gee, Council Member
Diana Reddy, Council Member
Michael A. Smith, Council Member



TELECONFERENCE MEETING
BROADCAST LIVE VIA
CITY WEBSITE:
www.redwoodcity.org
LOCAL CHANNEL 26
COMCAST CHANNEL 27
AT&T U-VERSE CHANNEL 99

**JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY
REGULAR MEETING AGENDA
Monday, October 11, 2021
6:00 PM**

TELECONFERENCE PARTICIPANTS: COUNCIL MEMBERS AGUIRRE, ESPINOZA-GARNICA, GEE, REDDY AND SMITH, VICE MAYOR HALE AND MAYOR HOWARD. DUE TO THE CONTINUING COVID-19 EMERGENCY, MEETINGS WILL BE HELD BY TELECONFERENCE IN ACCORDANCE WITH ASSEMBLY BILL 361 TO PROVIDE THE SAFEST ENVIRONMENT FOR THE PUBLIC, CITY OFFICIALS AND STAFF WHILE ALLOWING FOR CONTINUED OPERATION OF THE GOVERNMENT AND PUBLIC PARTICIPATION.

PURSUANT TO THE RALPH M. BROWN ACT, ALL VOTES SHALL BE BY ROLL CALL

PUBLIC ADVISORY: THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC. The meeting will be broadcast live to Redwood City residents on Astound Broadband cable Channel 26 and Comcast cable Channel 27, AT&T U-verse Channel 99 and streamed live via the City's website at www.redwoodcity.org

PUBLIC COMMENT:

To maximize time for live public comment, we encourage members of the public to provide comments by joining the City Council meeting via Zoom: For web, visit redwoodcity.zoom.us, select "Join" and enter **Meeting ID 994 8182 5639**. Use the [Raise Hand feature](#) to request to speak. You may rename your profile if you wish to remain anonymous. For dial-in comments, call *67 (669) 900-6833 (*your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number*), enter **Meeting ID 994 8182 5639** and press *9 to request to speak. All public comments are subject to a 2-minute time limit unless otherwise determined by the Mayor.

If multiple speakers will be joining from the same line, please contact the City Clerk's Office in advance of the meeting.

If you wish to submit written public comment, please send an email to the City Council at council@redwoodcity.org. Please indicate the corresponding agenda item # in the subject line of your email. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record, but will not be read during the Council meeting.

AGENDA MATERIALS:

City Council agenda materials that are released *less than* 72 hours prior to the meeting, are available to the public via the City's website at www.redwoodcity.org.

AMERICANS WITH DISABILITIES ACT:

The City Council will provide materials in appropriate alternative formats to comply with *the Americans with Disabilities Act*. Please send a written request to Pamela Aguilar, City Clerk, at 1017 Middlefield Road, Redwood City, CA 94063 or e-mail address paguilar@redwoodcity.org including your name, address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 24 hours before the meeting.

THE CITY COUNCIL MEETING WILL CONCLUDE BY 11:00 P.M. UNLESS OTHERWISE EXTENDED BY COUNCIL VOTE

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE - Mayor Howard**
4. **PRESENTATIONS/ACKNOWLEDGEMENTS**
 - 4.A. **Proclamation recognizing Indigenous People's Day**
 - 4.B. **Proclamation recognizing Children's Environmental Health Month**
 - 4.C. **Presentation by All Home California**
5. **PUBLIC COMMENT ON THE CONSENT CALENDAR, ON MATTERS OF COUNCIL INTEREST AND ON ITEMS NOT ON THE AGENDA**

6. **CONSENT CALENDAR**

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6.A. **Investment Report for period ended June 30, 2021**

Recommendation:

By motion, approve the City's Investment Report for the period ending June 30, 2021.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.B. **Acceptance of the Hazard Mitigation Grant Award from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) to the City of Redwood City (City) for the Bradford Storm Drainage Pump Station Improvement Project and authorization to execute the agreement with Wood Rodgers, Inc.**

Recommendation:

1. Adopt a resolution of the City Council of the City of Redwood City 1) accepting the FY21-22 Hazard Mitigation Grant Program Award of \$809,925 for a total project budget of \$1,079,900 from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) and authorizing the City Manager to execute the grant award agreement and related contract documents; and 2) increasing Capital Outlay Funds – Storm Water Pump Station Rehabilitation budgeted expenditures by \$269,975 and the Other Restricted Donations/Grants Fund budgeted revenues by \$809,925 and budgeted expenditures by \$809,925 to accommodate the FY21-22 Hazard Mitigation Grant Program Award from the Federal Emergency Management

Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) and project implementation; and

2. By motion, approve and authorize the City Manager to execute the Agreement for Services for design and civil engineering consulting services of the Bradford Storm Drainage Pump Station Improvement Project with Wood Rodgers, Inc. of Sacramento in the amount of \$1,060,308, and authorize the City Manager or the City Manager's designees to increase the contract amount, if necessary, up to 10% of the amount awarded, not to exceed \$106,031.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.C. Amendment No. 2 to Agreement with Metropolitan Planning Group, Inc. for historical preservation services

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for Professional Services with Metropolitan Planning Group, Inc. for a historic preservation consultant in the amount of \$50,000 for a total contract amount not to exceed \$200,000.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.D. Accept annual report from the Redwood City Improvement Association (RCIA)

Recommendation:

Adopt a resolution accepting the annual report and financial statement for Fiscal Year 2019-2020 from the Redwood City Improvement Association and authorizing the Redwood City Improvement Association to implement the services identified in the Management District Plan.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.E. Resolution accepting a donation of \$89,089 from the Redwood City Friends of the Library to support Library programs, events, and activities

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City 1) approving and accepting a donation of \$89,089 from the Friends of the Redwood City Public Library; and 2) increasing General Fund revenue and expenditure budgets by \$89,089 in the Library Department.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.F. Resolution declaring the continued state of local emergency caused by the COVID-19 pandemic supporting continuation of remote meetings to preserve public health and safety

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City declaring the continued state of local emergency caused by the COVID-19 pandemic and making findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue to teleconference in order to ensure the health and safety of the public.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.G. Resolution approving the implementation of the SB 1383 Memorandum of Understanding with the South Bayside Waste Management Authority (MOU)

Recommendation:

Adopt a resolution approving the SB 1383 Memorandum of Understanding with the South Bayside Waste Management Authority (SBWMA) to allow SBWMA to perform SB 1383 related duties and responsibilities on behalf of SBWMA's member agencies, and authorizing the City Manager to execute said SB 1383 Memorandum of Understanding and make any minor, clarifying and conforming changes approved by the City Attorney.

CEQA:

Not a project under CEQA Guidelines 15378(b)(5)

6.H. Purchase of three 2022 Freightliner Dump Trucks

Recommendation:

By motion, approve and authorize the City Manager to execute an agreement to purchase three 2022 Freightliner Dump Trucks in the amount of \$400,636 from West-Mark Holdings, LLC of Ceres, CA.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.I. Approve Minutes of September 27, 2021 City Council meeting

6.J. Approve claims and checks from October 11, 2021 - October 25, 2021 and the usual and necessary payments through October 25, 2021

7. STUDY SESSIONS

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7.A. Study Session on long term planning for City water, sewer and storm drain utilities

Recommendation:

Receive an update on the long term planning related to the City's water, sewer and storm drain utilities and provide individual City Council member input. This is a study session and no formal action will occur at this meeting.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

8. PUBLIC HEARINGS

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8.A. Waive first reading and introduce an ordinance amending Chapter 8 of the Redwood City Municipal Code incorporating shared micromobility services in Redwood City and adopt, contingent on the adoption of the ordinance amending Chapter 8, the resolution adopting certain fees for shared micromobility services

Recommendation:

1. Hold a public hearing;
2. Waive first reading and introduce an ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from "Bicycles" to "Micromobility Devices and Operations" and adding Article IV incorporating shared micromobility services in Redwood City; and
3. Adopt a resolution adopting certain fees for shared micromobility services contingent on the adoption of the ordinance amending Chapter 8 of the Redwood City Municipal Code.

CEQA:

Implementation of this ordinance is not a project under Section 15061(b)(3), and also categorically exempt Section 15301(c), Class 1

9. STAFF REPORTS - None

10. MATTERS OF COUNCIL INTEREST

10.A. City Council Member Reports from Regional Meetings and Conferences Attended

- A. C/CAG, South Bayside Waste Management Authority (RethinkWaste) and Silicon Valley Clean Water Commission (Council Member Aguirre)**

- B. **C/CAG Congestion Management & Environmental Quality (CMEQ) and LAFCo (Council Member Reddy)**

10.B. City Council Committee Reports

- A. **Governance Sub-Committee**
- B. **Transportation / Mobility Sub-Committee**
- C. **Harbor View Ad Hoc Committee**

10.C. City Manager (Oral) Update

- 11. ADJOURNMENT** - The next City Council meeting is scheduled for October 25, 2021



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 11, 2021

SUBJECT

Investment Report for period ended June 30, 2021

RECOMMENDATION

By motion, approve the City's Investment Report for the period ending June 30, 2021.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The City has an investment portfolio that consists of reserves and fund balances held by the City for general operations, capital projects, utilities, and various other special purpose funds.

In June 2016, the City Council adopted an investment policy that requires staff to provide an Investment Report to Council at a public meeting. Additionally, the City hired an investment manager, PFM Asset Management LLC (PFM), to manage the City's funds pursuant to the newly adopted policy. The City's primary investment objectives continue to be safety, liquidity, and return on investment (yield), in that order.

There are no current or planned fossil fuel holdings in the City's investment portfolio. The Finance and Audit Subcommittee has expressed an interest in discussing Socially Responsible Investing (SRI); Environmental, Social and Governance (ESG) investing; and/or impact investing. Staff will bring this discussion to the Finance and Audit Subcommittee at their next meeting which is scheduled for October 18th.

The attached report represents all areas in which the City invests funds, excluding trust funds and bond proceeds held with a trustee.

ANALYSIS

The attached investment report indicates that as of June 30, 2021, funds (excluding cash with fiscal agents) from all sources were producing an annual earnings rate of 1.29%, down from 1.46% as of March 31, 2021. The market value of the portfolio as of June 30 was \$318,270,598, up from \$280,937,285 as of March 31, 2021. The increase of \$37.3 million, or 13.3 percent, is due to the receipt of property tax revenue from San Mateo County and one-time American Rescue Plan Act grant revenue from the United States Department of Treasury. The balance includes the funds held in the San Mateo County Treasurer’s investment pool and with the State Treasurer’s investment pool. All of these investments comply with the City’s investment policy. The City has sufficient liquid resources available to meet expenditure requirements for the next six months.

The portion of the City’s portfolio that is managed by PFM has a total market value of \$160,781,667, up from \$160,384,425 as of March 31, 2021. As of June 30, 2021, the portfolio was earning an annual yield at cost of 1.49%, down from 1.62% as of March 31 2021, and the yield at market was 0.54%, down from 0.55% as of March 31, 2021. The average maturity of the portfolio was 2.76 years, which has not changed since March 31, 2021.

The market benchmark, selected with consultation from the City Council Finance/Audit Subcommittee, is the Bank of America Merrill Lynch (BofA ML) 1-5 year U.S. Treasury Index. Below is a table summarizing the City’s portfolio performance compared to the benchmark, for the period ending June 30, 2021.

| Portfolio/Benchmark | Total Return Quarter Ended 6/30/21 | Total Return Since Inception (12/31/16) | Effective Duration | Yield at Market | Average Maturity |
|---|--|---|-----------------------|--------------------|---------------------|
| Redwood City | 0.18% | 2.52% | 2.59 | 0.54% | 2.76 years |
| BofA ML 1-5 year U.S. Treasury Index | 0.11% | 2.25% | 2.60 | 0.41% | 2.73 years |

In the second quarter of 2021, U.S. economic conditions were impacted by the following: dramatically lower COVID-19 caseloads as vaccine inoculations accelerated, balance with waning vaccine demand and the emergence of more infectious variants; strong consumer data supported by ongoing fiscal stimulus measures; elevated inflation fueled by surging economic activity amid labor and supply chain shortages; a late-quarter hawkish signal from the Federal Reserve (Fed), as anticipation of bond purchase tapering gained traction and the timeline for expected interest rate hikes was pulled forward; and the largest increase in corporate earnings estimates in nearly 20 years, which propelled major U.S. stock indices to all-time highs.

With the lifting of public health restrictions and pent-up customer demand being released, the U.S. is seemingly turning the corner in its economic recovery from the pandemic. Due to the quicker-than-

expected rebound, Federal Open Market Committee (FOMC) officials have suggested that they have started to contemplate the timing and communication around a potential tapering of asset purchases. The FOMC remains “attuned and attentive” to the inflation outlook amid supply shortages and other risk factors. In the updated June projections, 13 of 18 Fed officials indicated they expect to increase short-term interest rates by the end of 2023, up from seven who expected that outcome in March.

Despite significant progress toward a comprehensive economic recovery, headwinds persist and mixed signals remain. Demand is recovering faster than supply, triggering supply chain bottlenecks and wage-price pressures. Inflation is rising sooner than in previous cycles, with core consumer prices recently showing the sharpest monthly increase since 1982. Despite some scary inflation headlines, many market participants believe that the economy’s current wave of inflation is likely transitory in nature.

PFM’s strategy this report period encompassed the following:

- Maintained core allocations in most sectors and carefully managed risk as PFM considered inflationary pressures and Fed policy uncertainty.
- Federal agency sector spreads remained narrow throughout the quarter, limiting their value relative to U.S. Treasuries. Allocation to the sector was reduced modestly, locking in strong performance from agencies previously purchased over a year ago when spreads were wider.
- Mortgage-backed securities (MBS) came under pressure late in the quarter as the Fed signaled that they were ready to “talk about talking about” asset purchase tapering. As a result, selling pressure pushed spreads wider, and the sector noticeably underperformed in June. The exception was the agency-backed commercial MBS (CMBS) sector which continued to provide solid absolute and relative returns. The portfolio’s allocation to CMBS significantly lifted portfolio performance over the past several quarters, relative to other MBS alternatives.
- Investment-grade corporates were aided over the quarter by the prospect of economic recovery, helped by further fiscal stimulus and supportive monetary policy globally. Credit spreads achieved new tights versus comparable-maturity Treasuries despite an active new issue market as investors continued to reach for yield. PFM engaged in opportunistic selling, reduced corporate bond holdings that had reached very expensive levels—largely those with less than two years remaining until maturity—and reinvesting in longer corporate issues, which captured value along the steeper portions of the curve.
- Allocations to asset-backed securities declined slightly over the quarter as PFM capitalized on attractive new issuance, but new purchases didn’t offset regular pay downs. Similar to the corporate sector, investor appetite for new issue ABS continued to pressure spreads even lower and ABS spreads remained on the tight end of historical ranges. AAA Auto and Credit Card holdings outperformed Treasuries by a wide margin.
- The taxable municipal sector once again provided a boost to relative portfolio performance over the quarter as strong demand for new issues and the general market reach for yield pressured spreads tighter still.

PFM’s Investment Strategy Outlook

The strong U.S. economic expansion is expected to persist, aided by a commercial reopening, pent-up customer demand, and continued fiscal and monetary support. GDP expectations for 2021 have been

revised upward, with current forecasts pointing to an annualized growth rate of 6% this year. However, growing inflationary pressures may force the Fed's hand when considering tapering its bond purchases and, ultimately, future rate increases.

PFM's outlook for major investment-grade sectors includes the following:

- Agencies: continue to reduce the allocation, realize gains where appropriate, and favor other sectors
- Agency Mortgage-Backed Securities: with the combination of slower prepayments and wider spreads, PFM may begin to selectively add back allocations to this sector
- Asset-Backed Securities: will look to modestly reduce holdings by attrition as holdings pay down
- Corporates: while historically tight spreads have encouraged PFM to position the allocation defensively, the sector still represents a core allocation to the portfolio
- Supranationals: this sector presents good opportunities as a government alternative; while new issue opportunities remain the best entry point, issuance is limited and is likely to dwindle through the summer.
- Taxable Municipals: may begin to opportunistically sell expensive holdings while continue evaluating new issues that come to market
- Treasuries: current allocations provide opportunities to add to other sectors should spreads become more attractive

PFM will continue to be selective when evaluating new issues in all sectors.

PFM has provided an in-depth market summary and discussion on their investment strategy and outlook in the attached investment report.

FISCAL IMPACT

The City's portfolio received \$861,227 in net interest earnings over the reporting period, down from \$1,157,209 for the quarter ended March 31, 2021. All interest earnings are allocated monthly through a preset methodology that spreads earnings to the appropriate funds. Fees for PFM's services during this period were \$26,203, up from \$25,804 last quarter, and are deducted from the total interest earnings. There is no additional budget appropriation required.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. After approval, the Investment Report will be posted on the City Website under Financial Information – Investments at the following link: [Redwood City Investments](#).

ALTERNATIVES

The City Council can ask staff to provide the investment report in a different format, or to include different information. Staff could return at a future Council meeting with an updated report.

ATTACHMENTS

Attachment A – PFM Asset Management Investment Performance Review for the quarter ended June 30, 2021

REPORT PREPARED BY:

Derek Rampone, Financial Services Manager
drampone@redwoodcity.org
(650) 780-7071

APPROVED BY:

Michelle Poché Flaherty, Assistant City Manager and Administrative Services Director
Alex Khojikian, Assistant City Manager



REDWOOD CITY

Investment Performance Review For the Quarter Ended June 30, 2021

Client Management Team

PFM Asset Management LLC

Monique Spyke, Managing Director
Allison Kaune, Senior Managing Consultant
Joseph Creason, Portfolio Manager
Jeremy King, Key Account Manager

44 Montgomery Street, 3rd Floor
San Francisco, CA 94104
415-982-5544

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

Sector Allocation & Compliance

- The portfolio is in compliance with the City's Investment Policy and California Government Code.

| Security Type | Market Value as of June 30, 2021 | % of Portfolio | Permitted by Policy | In Compliance |
|-------------------------------------|---|---------------------------|--------------------------------|--------------------------|
| U.S. Treasury | \$53,105,073 | 17% | 100% | ✓ |
| Federal Agency/GSE | \$53,289,074 | 17% | 100% | ✓ |
| Federal Agency CMBS | \$988,571 | <1% | 100% | ✓ |
| Municipal Obligations | \$5,736,955 | 2% | 20% | ✓ |
| Corporate Notes | \$30,971,982 | 10% | 30% | ✓ |
| Certificates of Deposit | \$10,011,529 | 3% | 30% | ✓ |
| Asset-Backed Securities | \$6,084,866 | 2% | 20% | ✓ |
| Security Sub-Total | \$160,188,051 | 51% | | |
| Accrued Interest | \$593,616 | | | |
| Securities Total | \$160,781,667 | | | |
| Local Agency Investment Fund (LAIF) | \$67,300,251 | 21% | \$75 million | ✓ |
| General Fund Reserve Account (LAIF) | \$22,433,516 | 7% | \$75 million | ✓ |
| San Mateo County Pool | \$67,107,841 | 21% | \$75 million | ✓ |
| Money Market Fund | \$647,324 | <1% | 20% | ✓ |
| Total Investments | \$318,270,598 | 100% | | |
| Portfolio Earnings | Earnings Rate | Earnings | | |
| Individual Securities | 1.49% | \$619,564 | | |
| San Mateo County Pool | 0.93% | \$187,226 | | |
| Local Agency Investment Fund (LAIF) | 0.33% | \$36,121 | | |
| General Fund Reserve Account (LAIF) | 0.33% | \$18,316 | | |
| Average/Total | 1.29% | \$861,227 | | |

Note: Individual security values are market values excluding accrued interest. County Pool and LAIF values are at cost. Individual Securities' yield is yield at cost on 6/30/21, and earnings are accrual basis earnings for the quarter ended 6/30/21. San Mateo County Pool and LAIF yields and earnings provided by the City. Current investment policy as of February 2021.

Portfolio Recap

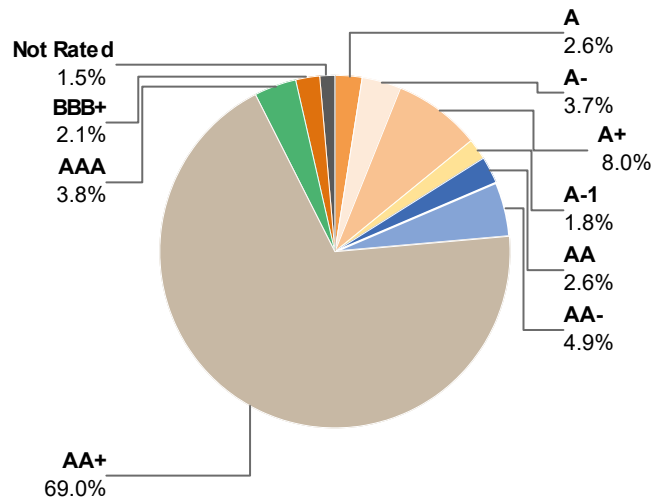
- ◆ Diversification away from Treasuries was again additive to performance, as most investment-grade non-governmental sectors produced positive excess returns relative to comparable-duration Treasuries, but by a smaller amount than in recent periods:
 - We maintained core allocations in most sectors and carefully managed risk as we considered inflationary pressures and Fed policy uncertainty.
 - Federal agency sector spreads remained narrow throughout the quarter, limiting their value relative to U.S. Treasuries. Allocation to the sector was reduced modestly, locking in strong performance from agencies previously purchased over a year ago when spreads were wider.
 - Mortgage-backed securities (MBS) came under pressure late in the quarter as the Fed signaled that they were ready to “talk about talking about” asset purchase tapering. As a result, selling pressure pushed spreads wider, and the sector noticeably underperformed in June. The exception was the agency-backed commercial MBS (CMBS) sector which continued to provide solid absolute and relative returns. The portfolio’s allocation to CMBS significantly lifted portfolio performance over the past several quarters, relative to other MBS alternatives.
 - Investment-grade corporates were aided over the quarter by the prospect of economic recovery, helped by further fiscal stimulus and supportive monetary policy globally. Credit spreads achieved new tightness versus comparable-maturity Treasuries despite an active new issue market as investors continued to reach for yield. PFM engaged in opportunistic selling, reduced corporate bond holdings that had reached very expensive levels—largely those with less than two years remaining until maturity—and reinvesting in longer corporate issues, which captured value along the steeper portions of the curve.
 - Allocation to asset-backed securities (ABS) declined slightly over the quarter as we capitalized on attractive new issuance, but new purchases didn’t offset regular pay downs. Similar to the corporate sector, investor appetite for new issue ABS continued to pressure spreads even lower and ABS spreads remained on the tight end of historical ranges. AAA Auto and Credit Card holdings outperformed Treasuries by a wide margin.
 - The taxable municipal sector once again provided a boost to relative portfolio performance over the quarter as strong demand for new issues and the general market reach for yield pressured spreads tighter still.

Portfolio Statistics

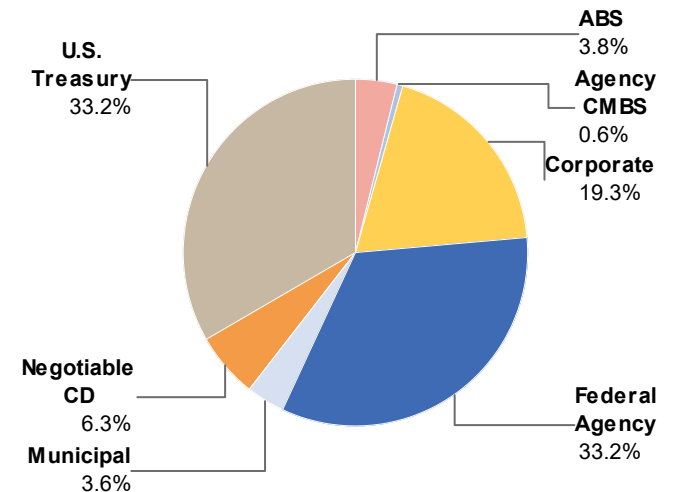
As of June 30, 2021

| | |
|-------------------------------|---------------|
| Par Value: | \$156,662,776 |
| Total Market Value: | \$161,428,991 |
| Security Market Value: | \$160,188,051 |
| Accrued Interest: | \$593,616 |
| Cash: | \$647,324 |
| Amortized Cost: | \$157,561,233 |
| Yield at Market: | 0.54% |
| Yield at Cost: | 1.49% |
| Effective Duration: | 2.59 Years |
| Average Maturity: | 2.76 Years |
| Average Credit: * | AA |

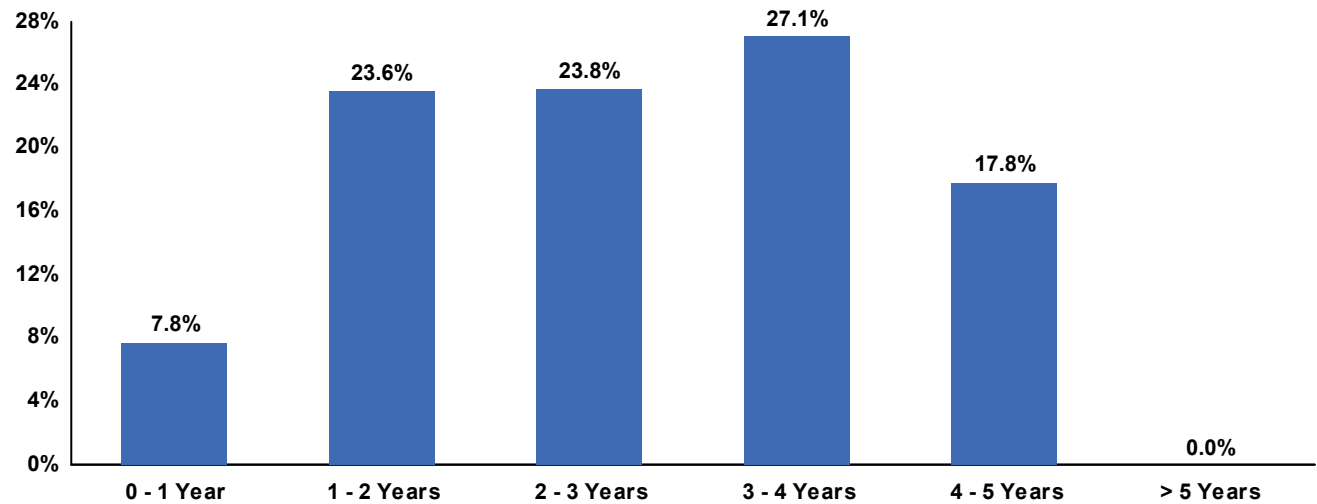
Credit Quality (S&P Ratings)**



Sector Allocation



Maturity Distribution

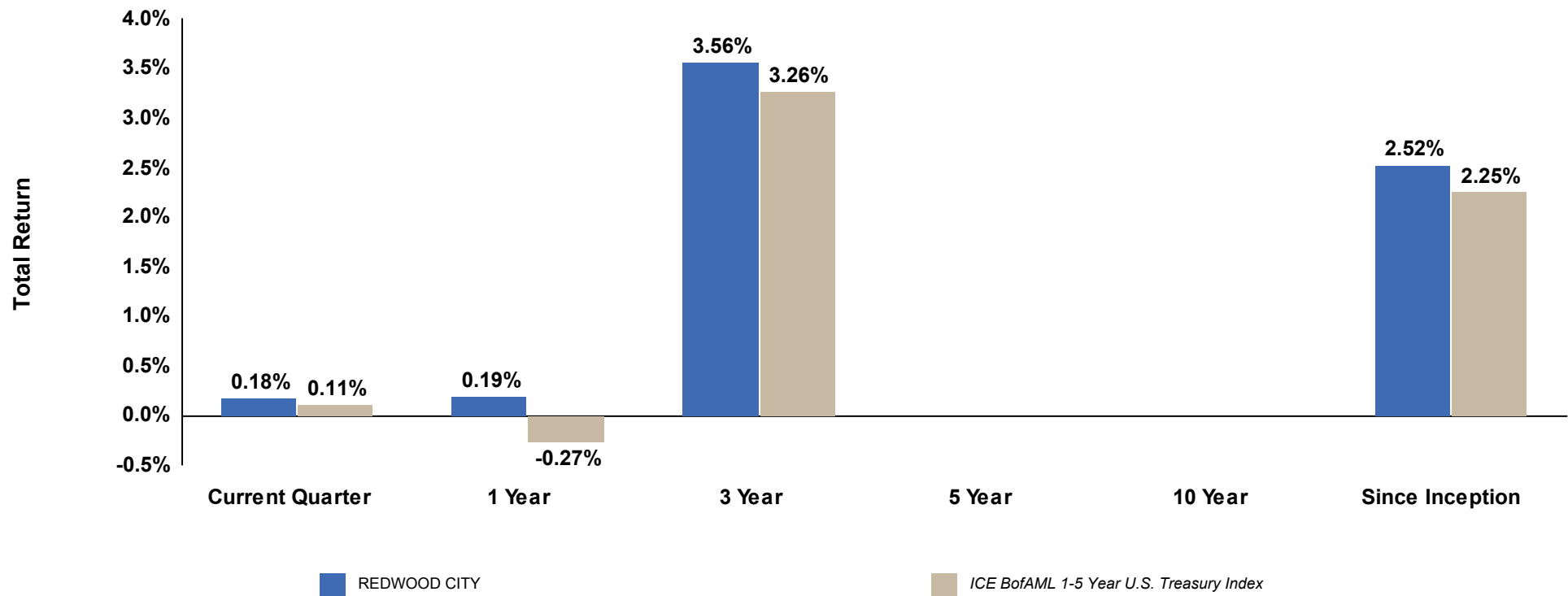


* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

**Securities held in the City's portfolio are in compliance with California Government Code and the City's investment policy dated February 2021.

Portfolio Performance (Total Return)

| Portfolio/Benchmark | Effective Duration | Current Quarter | Annualized Return | | | | Since Inception (12/31/16) |
|---|--------------------|-----------------|-------------------|--------|--------|---------|----------------------------|
| | | | 1 Year | 3 Year | 5 Year | 10 Year | |
| REDWOOD CITY | 2.59 | 0.18% | 0.19% | 3.56% | - | - | 2.52% |
| ICE BofAML 1-5 Year U.S. Treasury Index | 2.60 | 0.11% | -0.27% | 3.26% | - | - | 2.25% |
| Difference | | 0.07% | 0.46% | 0.30% | - | - | 0.27% |



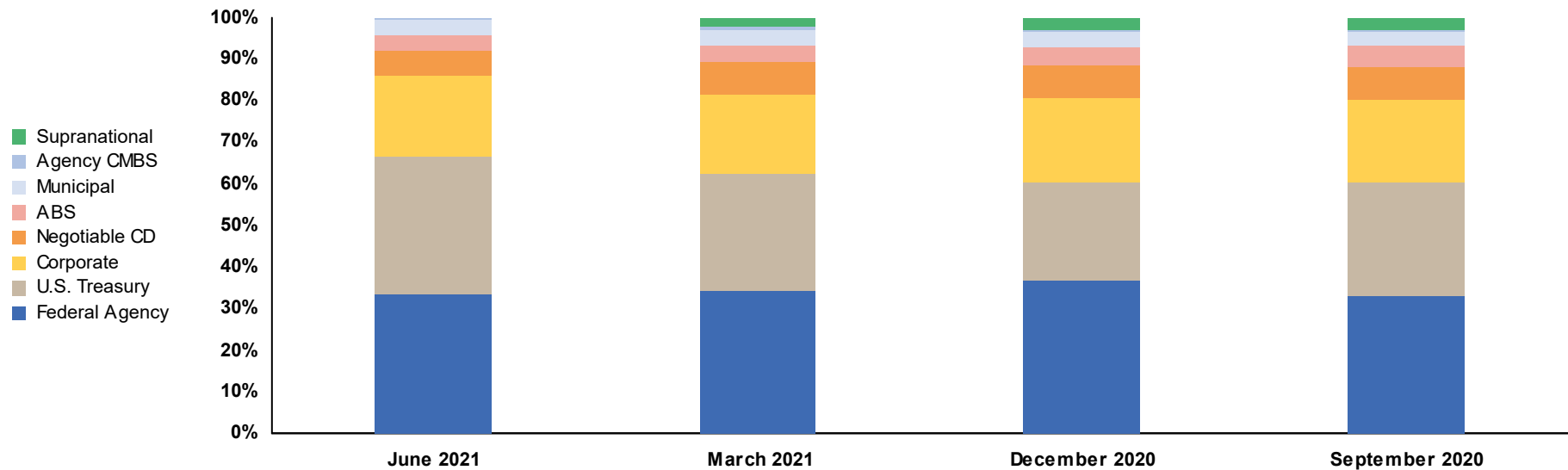
Portfolio performance is gross of fees unless otherwise indicated.

Portfolio Earnings*Quarter-Ended June 30, 2021*

| | Market Value Basis | Accrual (Amortized Cost) Basis |
|-------------------------------------|---------------------------|---------------------------------------|
| Beginning Value (03/31/2021) | \$159,742,066.56 | \$156,788,859.97 |
| Net Purchases/Sales | \$816,236.59 | \$816,236.59 |
| Change in Value | (\$370,252.06) | (\$43,863.42) |
| Ending Value (06/30/2021) | \$160,188,051.09 | \$157,561,233.14 |
| Interest Earned | \$663,427.61 | \$663,427.61 |
| Portfolio Earnings | \$293,175.55 | \$619,564.19 |

Sector Allocation

| Sector | June 30, 2021 | | March 31, 2021 | | December 31, 2020 | | September 30, 2020 | |
|----------------|----------------|---------------|----------------|---------------|-------------------|---------------|--------------------|---------------|
| | MV (\$MM) | % of Total | MV (\$MM) | % of Total | MV (\$MM) | % of Total | MV (\$MM) | % of Total |
| Federal Agency | 53.3 | 33.2% | 55.0 | 34.4% | 58.8 | 36.6% | 52.9 | 32.9% |
| U.S. Treasury | 53.1 | 33.2% | 44.5 | 27.9% | 38.0 | 23.6% | 44.1 | 27.4% |
| Corporate | 31.0 | 19.3% | 30.2 | 18.9% | 32.4 | 20.2% | 31.6 | 19.7% |
| Negotiable CD | 10.0 | 6.3% | 12.9 | 8.1% | 12.9 | 8.1% | 12.9 | 8.1% |
| ABS | 6.1 | 3.8% | 6.7 | 4.2% | 7.4 | 4.6% | 8.6 | 5.4% |
| Municipal | 5.7 | 3.6% | 5.7 | 3.6% | 5.5 | 3.4% | 4.8 | 3.0% |
| Agency CMBS | 1.0 | 0.6% | 1.0 | 0.6% | 1.0 | 0.6% | 1.0 | 0.6% |
| Supranational | 0.0 | 0.0% | 3.7 | 2.3% | 4.7 | 2.9% | 4.7 | 2.9% |
| Total | \$160.2 | 100.0% | \$159.7 | 100.0% | \$160.6 | 100.0% | \$160.7 | 100.0% |

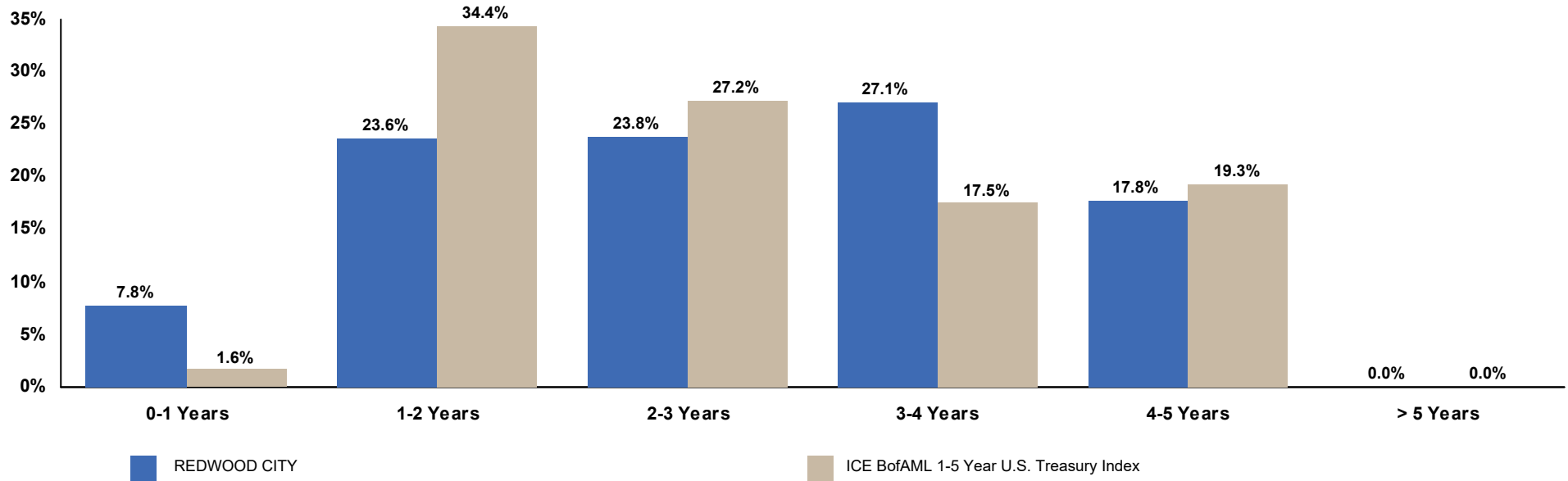


Detail may not add to total due to rounding.

Maturity Distribution

As of June 30, 2021

| Portfolio/Benchmark | Yield at Market | Average Maturity | 0-1 Years | 1-2 Years | 2-3 Years | 3-4 Years | 4-5 Years | >5 Years |
|---|-----------------|------------------|-----------|-----------|-----------|-----------|-----------|----------|
| REDWOOD CITY | 0.54% | 2.76 yrs | 7.8% | 23.6% | 23.8% | 27.1% | 17.8% | 0.0% |
| ICE BofAML 1-5 Year U.S. Treasury Index | 0.41% | 2.73 yrs | 1.6% | 34.4% | 27.2% | 17.5% | 19.3% | 0.0% |



Investment Strategy Outlook

- The strong U.S. economic expansion is expected to persist, aided by a vaccine-driven reopening, pent-up consumer demand, and continued fiscal and monetary support. GDP expectations for 2021 have been revised upward, with current forecasts pointing to an annualized 6% growth this year. However, growing inflationary pressures may force the Fed's hand when considering tapering its bond purchases and, ultimately, future rate increases.

- Our outlook for major investment-grade sectors includes the following:
 - **Treasuries:** Current allocations provide opportunities to add to other sectors should spreads become more attractive. Portfolio rebalancing and duration extension trades are focused in the steepest portions of the curve. Along with income, yield curve roll-down should serve as a significant contributor to portfolio returns as the upside for pure price appreciation is quite limited.
 - **Agencies:** There is limited room for further spread tightening from current levels as spreads are in the single-digit range across most of the curve. With spreads likely to remain near zero over the coming quarter, the sector offers very little incremental yield compared to Treasuries. We will continue to reduce the allocation, realize gains where appropriate, and favor other sectors.
 - **Supranationals:** Spreads compared to similar-maturity Treasuries and agencies have value on an issue-specific basis, and the sector presents good opportunities as a government alternative. While new issue opportunities remain the best entry point, issuance is limited and is likely to dwindle through the summer.
 - **Corporates:** Continued economic recovery, supportive monetary policy, lower expected supply, and strong investor demand for high quality yield should serve as catalysts for good performance in the corporate sector. While historically tight spreads have encouraged us to position the allocation defensively, the sector still represents a core allocation to the portfolio.
 - **Asset-Backed Securities (ABS):** New issue activity was elevated to start 2021; however, investor appetite remains robust, and spreads have remained near their recent floor. Collateral performance in consumer sectors has been stronger than expected, and there is little expectation for any material change in the near term. With this outlook, we will look to modestly reduce holdings by attrition as holdings pay down.

Investment Strategy Outlook

- **Agency MBS:** The Fed continues “to support the smooth functioning” of the MBS market through its ongoing purchase program. After a surge in prepayments over the past year, a meaningful slowdown has occurred. Further, anticipation of Fed taper talk has started to pressure spreads wider. We view the combination of slower prepayments and wider spreads as positive developments and may begin to selectively add back allocations to the sector.
- **Taxable Municipals:** Taxable municipals have been a great alternative to corporates over the past year. While we still see opportunities in the sector, we have turned more cautious due to very tight spreads. Similar to other sectors, we may begin to opportunistically sell expensive holdings while continuing to evaluate new issues that come to market.

Market Update

SUMMARY

- In Q2, U.S. economic conditions were impacted by: (1) dramatically lower COVID-19 caseloads as vaccine inoculations accelerated, balanced with waning vaccine demand and the emergence of more infectious variants; (2) strong consumer data supported by ongoing fiscal stimulus measures; (3) elevated inflation fueled by surging economic activity amid labor and supply chain shortages; (4) a late-quarter hawkish signal from the Federal Reserve (Fed), as anticipation of bond purchase tapering gained traction and the timeline for expected rate hikes was pulled forward; and (5) the largest increase in corporate earnings estimates in nearly 20 years, which propelled major U.S. stock indices to all-time highs.
- With the public health situation drastically improving and pent-up consumer demand being released, the U.S. has seemingly turned the corner in its recovery. Due to the quicker-than-expected rebound, Federal Open Market Committee (FOMC) officials have suggested that they have started to contemplate the timing and communication around a potential tapering of asset purchases. The FOMC remains “attuned and attentive” to the inflation outlook amid supply shortages and other risk factors. In the updated June projections, 13 of 18 Fed officials indicated they expect to increase short-term rates by the end of 2023, up from seven who expected that outcome in March.
- Despite significant progress toward a comprehensive economic recovery, headwinds persist and mixed signals remain. Demand is recovering faster than supply, triggering supply chain bottlenecks and wage-price pressures. Inflation is rising sooner than in previous cycles, with core consumer prices recently showing the sharpest monthly increase since 1982. Despite some scary inflation headlines, many market participants believe that the economy’s current wave of inflation is likely transitory in nature.
- Looking past this year, economists and strategists have moderated long-term growth projections as uncertainty remains a key characteristic of our current environment. Perhaps the term “cautious optimism” best describes the current mood as we near what we hope to be the final innings of the pandemic.

ECONOMIC SNAPSHOT

- Following a 4.3% expansion in Q4 2020, U.S. GDP increased 6.4% in Q1. The consumer continues to be the driving force behind recent GDP growth as consumer spending rose by 11.4% in Q2, the second-fastest pace since the 1960s. Goods and services that benefit the most from the reopening of the economy, such as auto sales, food services and travel accommodations, are the main contributors to the growth in spending.
- The U.S. labor market recovery is accelerating after a spring lull. Following a disappointing April jobs report, employers added over 580,000 and 850,000 jobs in May and June, respectively. The service sector led the job recovery in the first half of 2021 as leisure and hospitality accounted for 1.6 million jobs created, or almost half of the year’s payroll gains. The robust demand for workers pushed wages up by a brisk pace of 3.6% year-over-year (YoY).
- Surveys of manufacturing and services activity produced mixed signals this quarter. After reaching a record high in March 2021 of 64.7, the ISM Manufacturing PMI declined to 60.6 by the end of Q2. Similarly, the ISM Non-Manufacturing PMI told a similar story, retracting from a record-high reading. The recent survey noted, “challenges with materials shortages, inflation, logistics and employment resources continue to be an impediment to business

conditions.” Despite these headwinds, both indices remain well above both the 50-point threshold that differentiates growth from contraction and long-term historical averages.

- On the housing front, existing home sales declined roughly 21% YoY largely due to inventory shortages. Stressed supply and demand dynamics are evidenced by the drastic changes seen in housing prices, which increased by 15% YoY. Mortgage rates pulled back from the climb seen earlier this year, as the 30-year mortgage rate finished the quarter at 2.93%, compared to last quarter’s reading of 3.18%.

INTEREST RATES

- The U.S. Treasury yield curve flattened modestly over the quarter as longer term yields retraced some of their significant first quarter higher moves, and shorter term maturities inched higher from rock-bottom lows. Near quarter-end, short-term Treasury yields rose in response as the Fed raised by five basis points the interest it pays banks on excess reserves and its offering rate for overnight reverse repurchase agreements. An earlier-than-expected discussion by the FOMC of increasing the overnight target rate also contributed to Treasuries softening on the short end of the curve. Long-term yields fell as investors worried less about inflation over the long term. This view was encouraged in part by a more hawkish tone from the FOMC.
- As a result of a flattening curve, index returns were mixed for the quarter. Shorter-duration U.S. Treasury total return indices (three years and under) were generally flat, while longer-duration indices posted strong positive returns. For example, the 3-month Treasury index returned 0% for the quarter, the 2-year Treasury index returned -0.1%, and the 10-year Treasury index returned 3.2%.

SECTOR PERFORMANCE

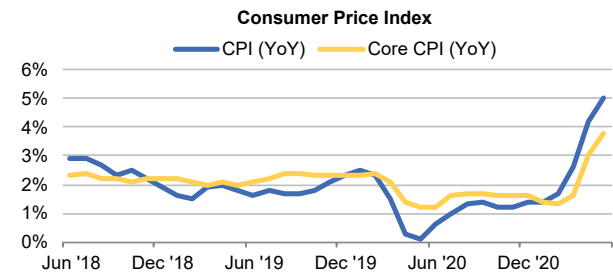
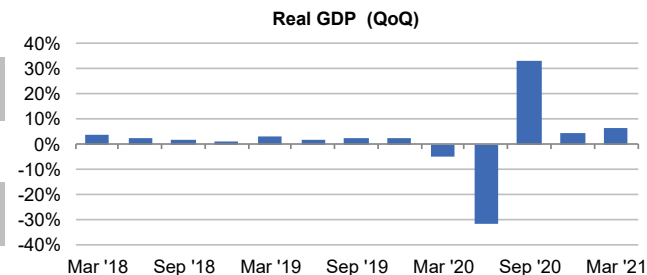
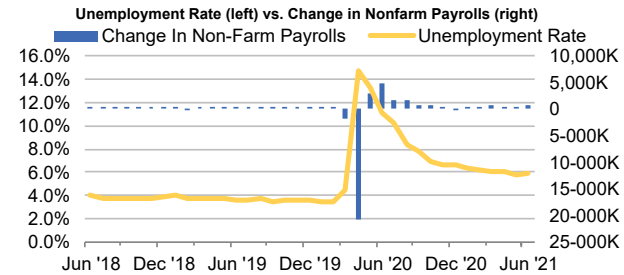
- Diversification away from U.S. Treasuries was again additive to performance in Q2. Broad global demand for yield has continued to push spreads of most bonds tighter. As a result, most investment-grade (IG) spread sectors showed positive excess returns. The lone exception was mortgage-related sectors, where expectations that the FOMC may begin tapering asset purchases caused mortgage-backed security (MBS) spreads to come under pressure and lift off from multi-year tightness.
- The federal agency sector saw minimal spread widening of one to two basis points (0.01% to 0.02%), mostly concentrated in the longer duration part of the curve (past three years). Supply remains markedly light, limiting new buying opportunities within the sector. On the flipside, opportunistic selling opportunities are expected to persist for the foreseeable future.
- The taxable municipal sector, once again, was one of the best performing IG sectors during Q2. Municipals boosted relative portfolio performance over the quarter as strong demand for new issues and the general market reach for yield pressured spreads tighter.
- IG corporates generated positive returns this quarter as spreads tightened due to the prospect of strong corporate earnings and supportive monetary policy. The continued demand for yield pushed spreads to retest multi-year lows despite an active new issue market.
- Federal agency-backed mortgage-backed security (MBS) excess returns were negative as FOMC-related selling pressure arrived near quarter end. Generally, all collateral and coupon structures underperformed with the exception of agency-backed commercial MBS (CMBS), which have continued to provide solid absolute and relative returns on a consistent basis over the past 18 months.

Economic Snapshot

| Labor Market | Latest | Mar '21 | Jun'20 | |
|-------------------------------|---------|---------|---------|-----------|
| Unemployment Rate | Jun '21 | 5.9% | 6.0% | 11.1% |
| Change In Non-Farm Payrolls | Jun '21 | 850,000 | 785,000 | 4,846,000 |
| Average Hourly Earnings (YoY) | Jun '21 | 3.6% | 4.3% | 5.0% |
| Personal Income (YoY) | May '21 | 2.8% | 30.1% | 8.2% |
| Initial Jobless Claims (week) | 7/3/21 | 373,000 | 729,000 | 1,436,000 |

| Growth | Latest | Mar '21 | Jun'20 | |
|-------------------------------------|---------|-----------|-------------------|--------------------|
| Real GDP (QoQ SAAR) | 2021Q1 | 6.4% | 4.3% ¹ | -5.0% ² |
| GDP Personal Consumption (QoQ SAAR) | 2021Q1 | 11.4% | 2.3% ¹ | -6.9% ² |
| Retail Sales (YoY) | May '21 | 28.1% | 29.7% | 2.1% |
| ISM Manufacturing Survey (month) | Jun '21 | 60.6 | 64.7 | 52.2 |
| Existing Home Sales SAAR (month) | May '21 | 5.80 mil. | 6.01 mil. | 4.77 mil. |

| Inflation / Prices | Latest | Mar '21 | Jun'20 | |
|---|---------|---------|---------|---------|
| Personal Consumption Expenditures (YoY) | May '21 | 3.9% | 2.4% | 0.9% |
| Consumer Price Index (YoY) | May '21 | 5.0% | 2.6% | 0.6% |
| Consumer Price Index Core (YoY) | May '21 | 3.8% | 1.6% | 1.2% |
| Crude Oil Futures (WTI, per barrel) | Jun 30 | \$73.47 | \$59.16 | \$39.27 |
| Gold Futures (oz.) | Jun 30 | \$1,772 | \$1,714 | \$1,801 |



1. Data as of Fourth Quarter 2020.

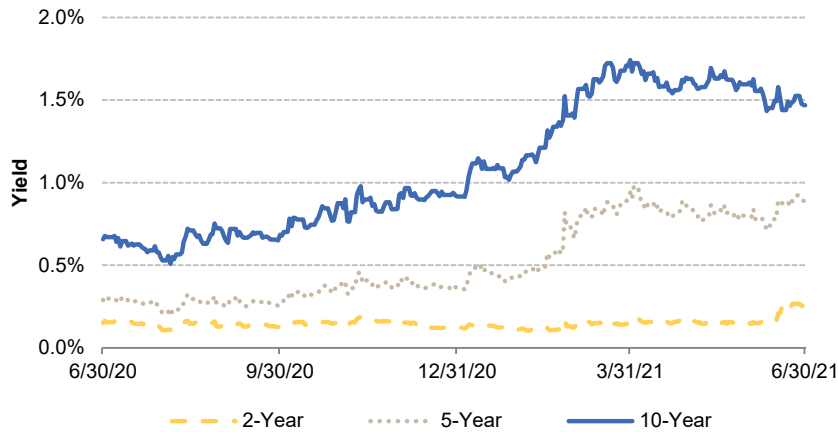
2. Data as of First Quarter 2021.

Note: YoY = year-over-year, QoQ = quarter-over-quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.

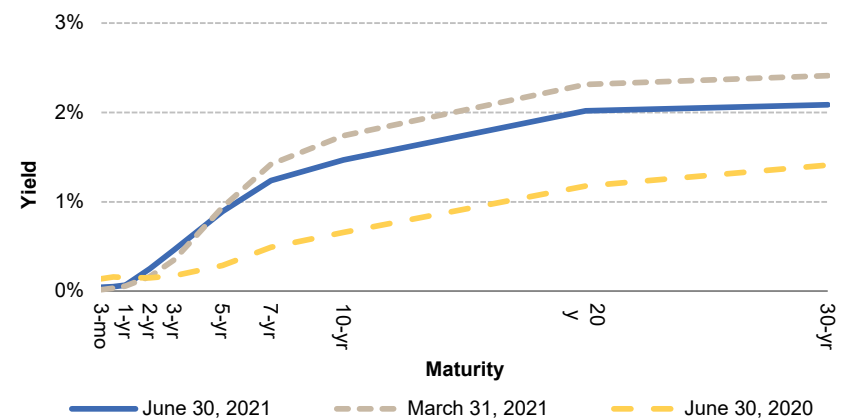
Source: Bloomberg.

Interest Rate Overview

U.S. Treasury Note Yields



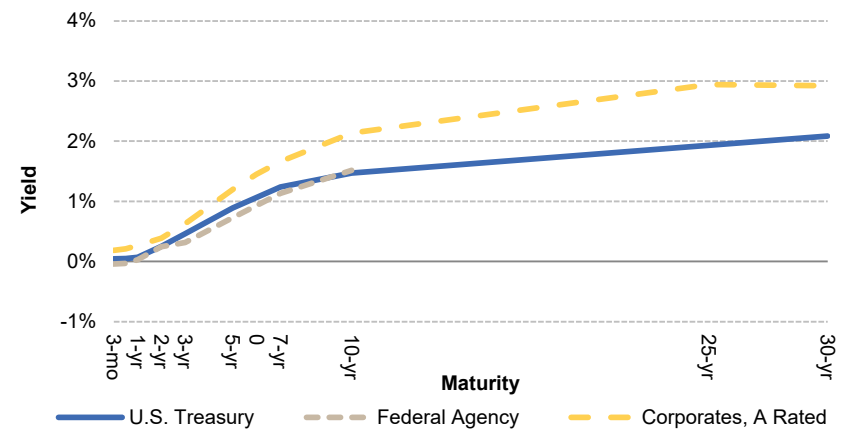
U.S. Treasury Yield Curve



U.S. Treasury Yields

| Maturity | Jun '21 | Mar '21 | Change over Quarter | Jun '20 | Change over Year |
|----------|---------|---------|---------------------|---------|------------------|
| 3-Month | 0.04% | 0.02% | 0.02% | 0.14% | (0.10%) |
| 1-Year | 0.07% | 0.06% | 0.01% | 0.15% | (0.08%) |
| 2-Year | 0.25% | 0.16% | 0.09% | 0.15% | 0.10% |
| 5-Year | 0.89% | 0.94% | (0.05%) | 0.29% | 0.60% |
| 10-Year | 1.47% | 1.74% | (0.27%) | 0.66% | 0.81% |
| 30-Year | 2.09% | 2.41% | (0.32%) | 1.41% | 0.68% |

Yield Curves as of 06/30/2021



Source: Bloomberg.

QUARTERLY MARKET SUMMARY

ICE BofAML Index Returns

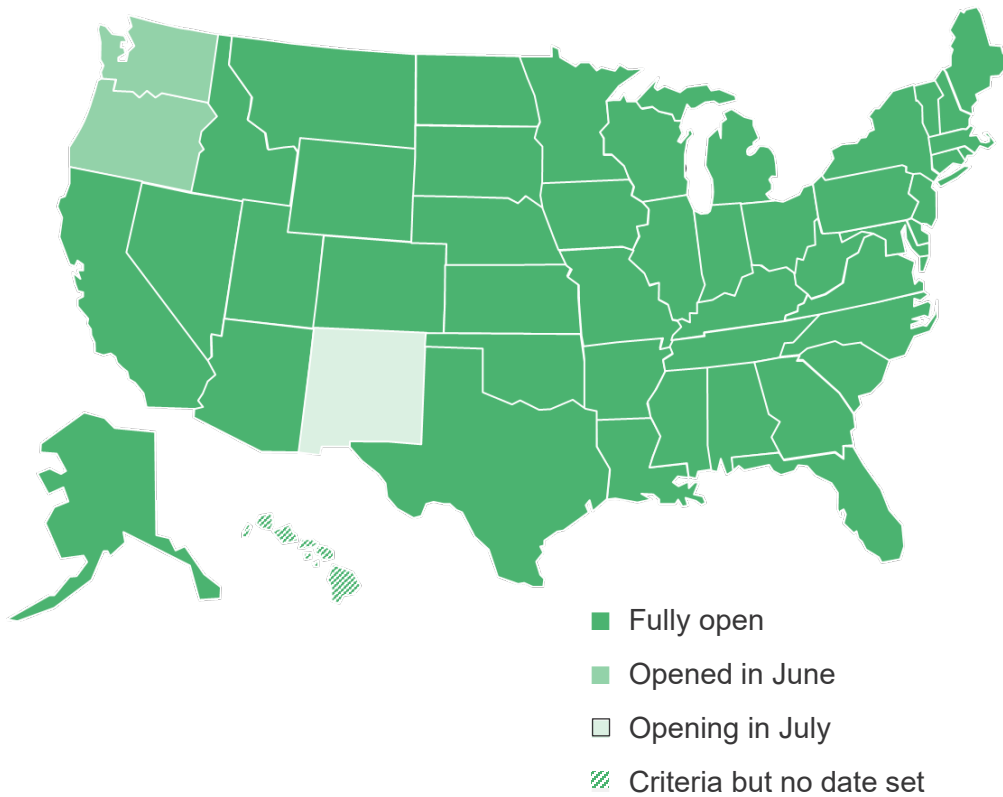
| June 30, 2021 | As of 06/30/2021 | | Returns for Periods ended 06/30/2021 | | |
|--|------------------|-------|--------------------------------------|---------|---------|
| | Duration | Yield | 3 Month | 1 Year | 3 Years |
| 1-3 Year Indices | | | | | |
| U.S. Treasury | 1.90 | 0.25% | (0.03%) | 0.07% | 2.68% |
| Federal Agency | 1.74 | 0.27% | 0.01% | 0.32% | 2.56% |
| U.S. Corporates, A-AAA rated | 1.90 | 0.53% | 0.24% | 1.11% | 3.57% |
| Agency MBS (0 to 3 years) | 1.73 | 0.75% | (0.82%) | (1.31%) | 3.31% |
| Taxable Municipals | 1.74 | 0.39% | 1.54% | 4.25% | 4.30% |
| 1-5 Year Indices | | | | | |
| U.S. Treasury | 2.66 | 0.41% | 0.11% | (0.27%) | 3.26% |
| Federal Agency | 2.36 | 0.43% | 0.18% | 0.17% | 2.85% |
| U.S. Corporates, A-AAA rated | 2.81 | 0.80% | 0.61% | 1.37% | 4.44% |
| Agency MBS (0 to 5 years) | 2.44 | 1.35% | (0.27%) | (0.58%) | 3.32% |
| Taxable Municipals | 2.83 | 0.77% | 0.76% | 2.85% | 4.09% |
| Master Indices (Maturities 1 Year or Greater) | | | | | |
| U.S. Treasury | 7.24 | 0.97% | 2.02% | (3.39%) | 4.72% |
| Federal Agency | 3.99 | 0.75% | 1.00% | (0.35%) | 4.22% |
| U.S. Corporates, A-AAA rated | 8.52 | 1.81% | 3.46% | 1.47% | 7.17% |
| Agency MBS (0 to 30 years) | 3.49 | 1.55% | 0.32% | (0.39%) | 3.86% |
| Taxable Municipals | 11.35 | 2.47% | 4.93% | 3.87% | 8.82% |

Returns for periods greater than one year are annualized.

Source: ICE BofAML Indices.

Reopening Economy Drives GDP Growth

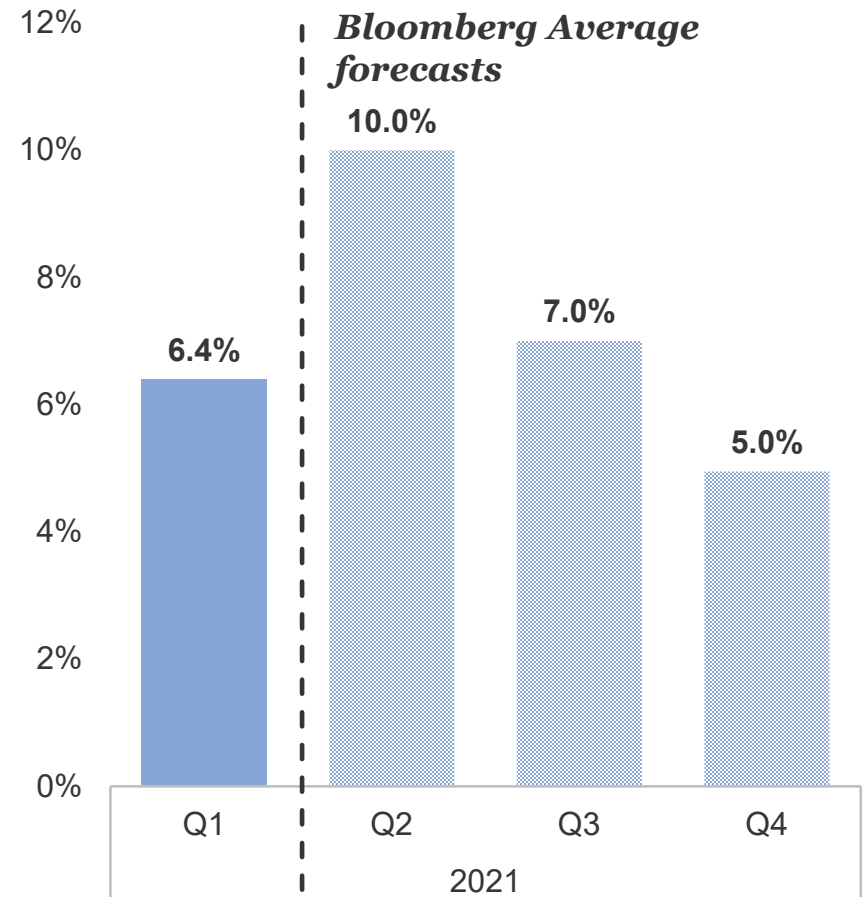
Reopening Status of U.S. States



U.S. GDP Forecasts

Annualized Rate

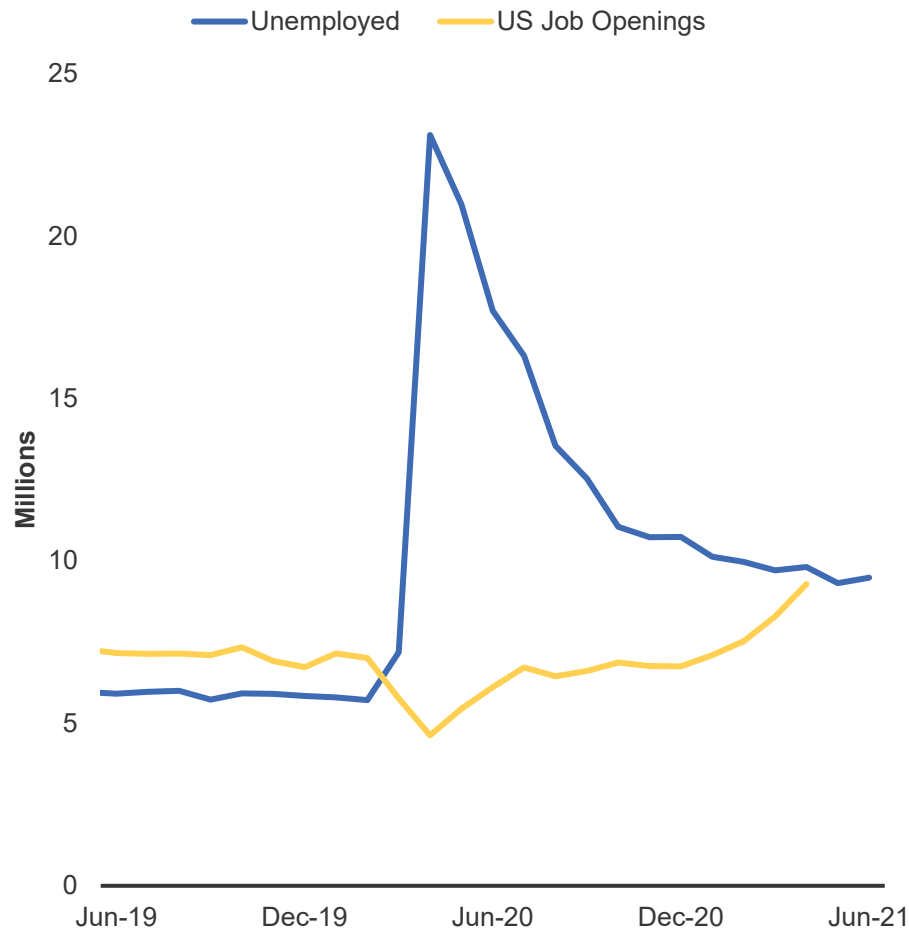
Bloomberg Average forecasts



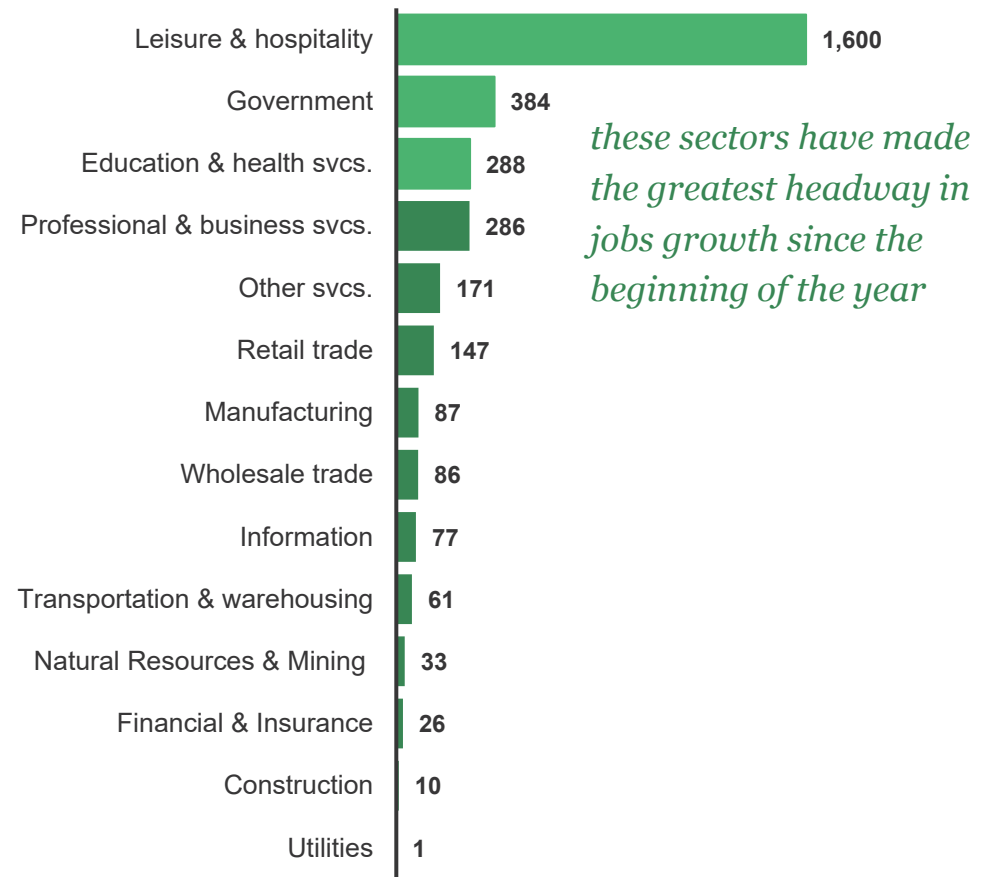
Sources: New York Times (left) and Bloomberg (right), Bureau of Economic Analysis, as of June 30, 2021.

Job Openings Hit Record High; Service Sector Leads Jobs Recovery

Job Openings vs. Unemployed Workers



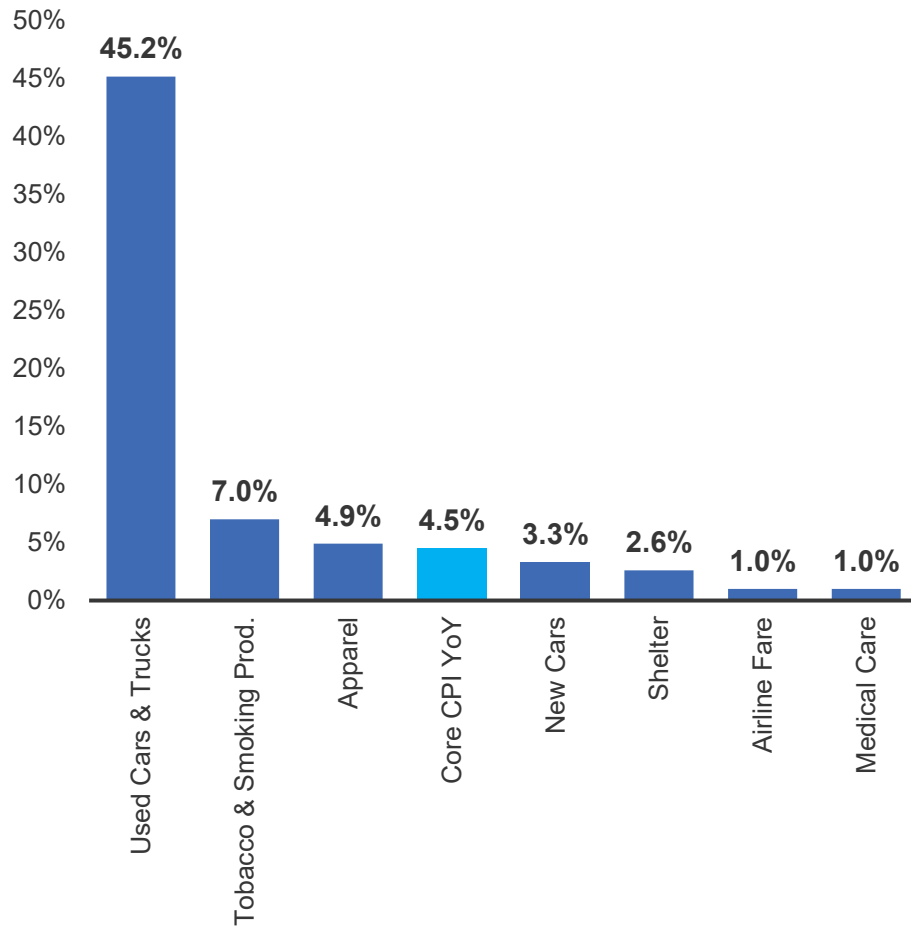
Change in Total Nonfarm Employment since December 2020 (thousands)



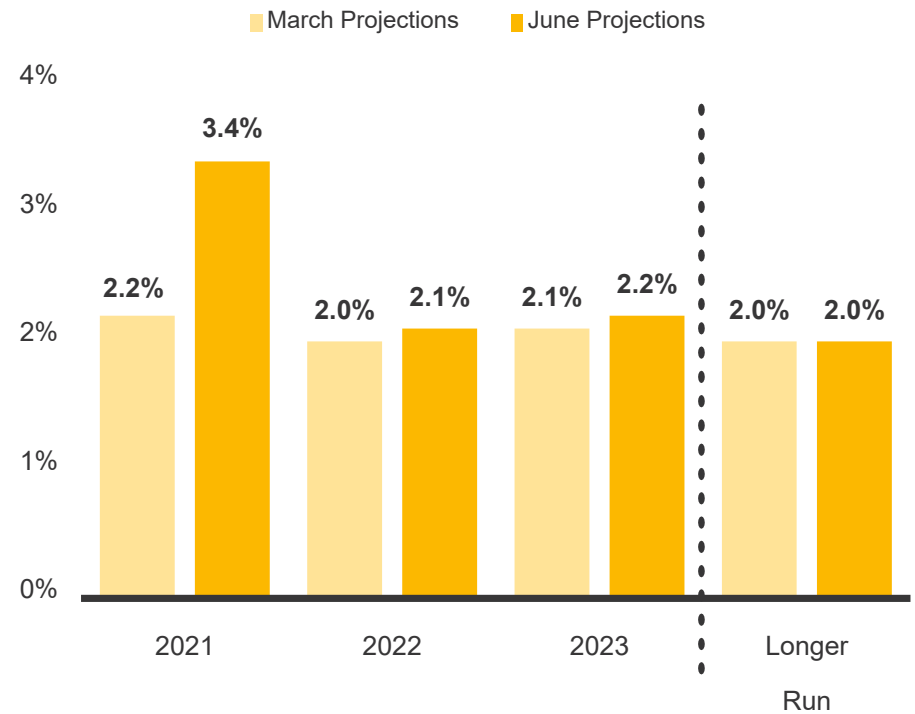
Source: Bloomberg, Bureau of Labor Statistics, as of June 30, 2021..

Inflation Strengthens but Driven by a Few Key Sectors

YOY Price Change in Key Consumer Price Index Components (June 2021)



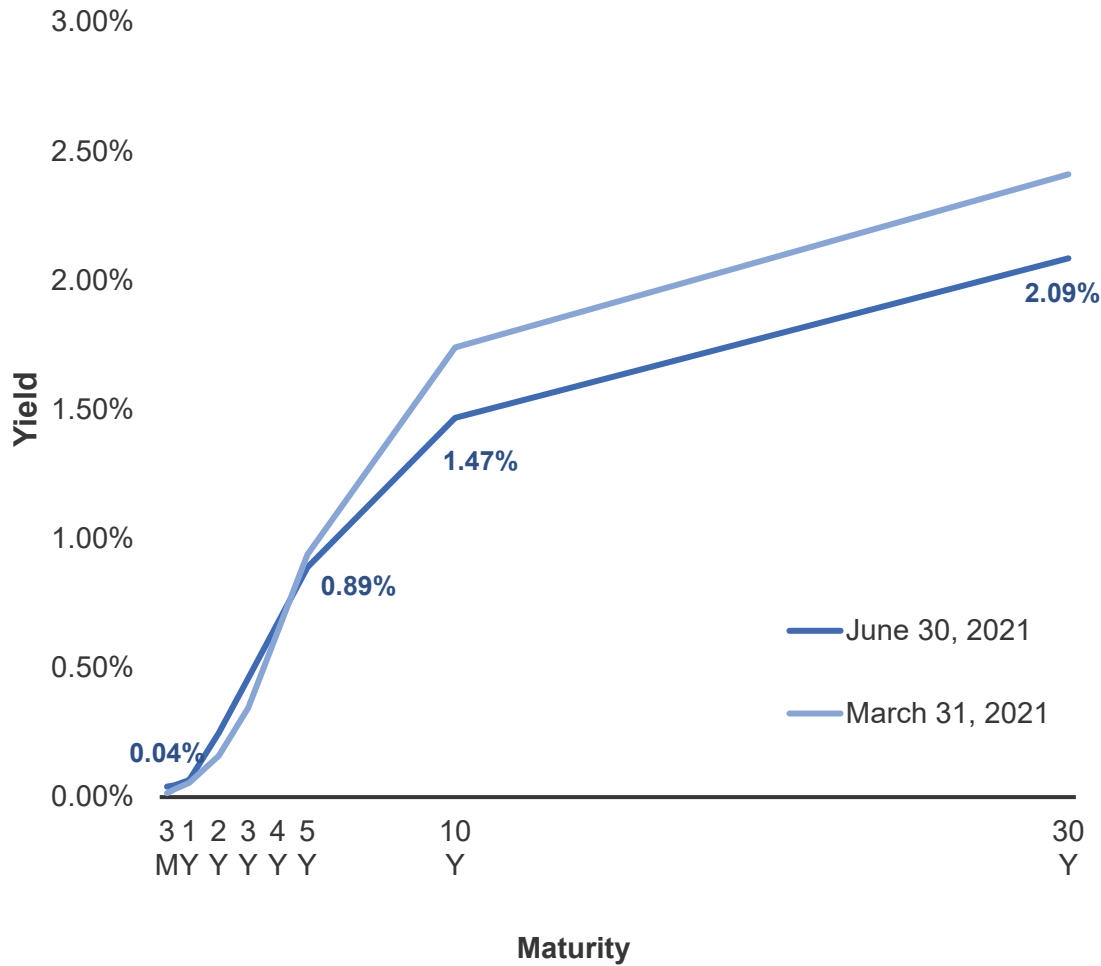
Federal Reserve Projections
Core PCE Inflation



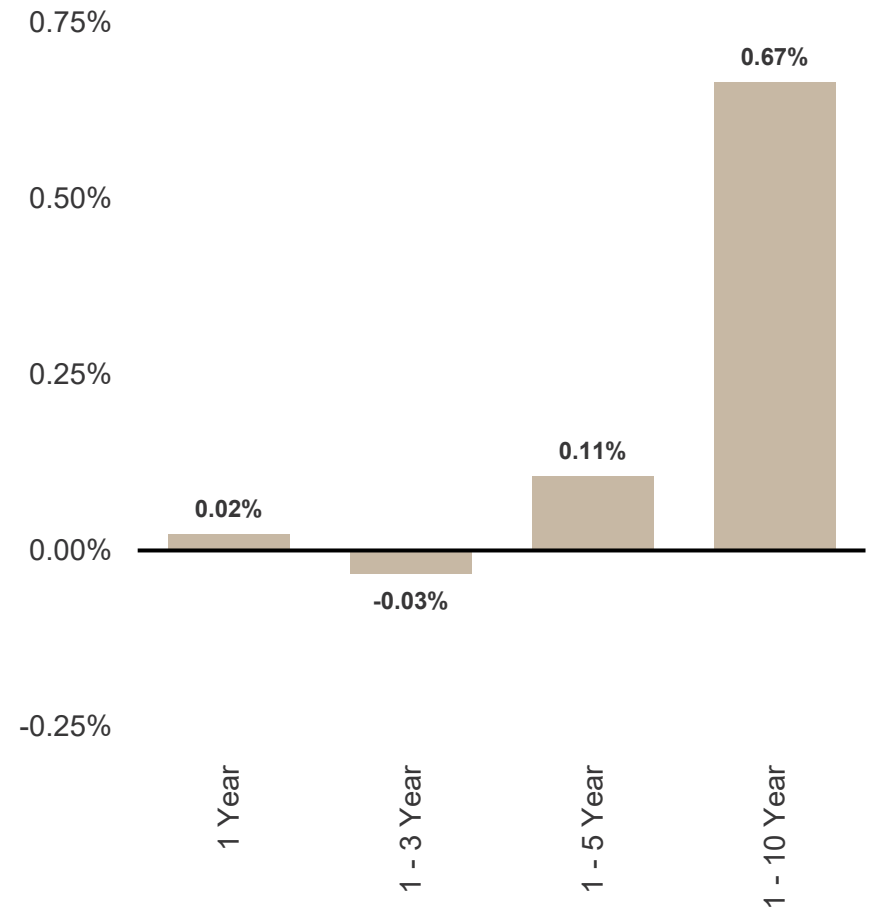
Source: Bloomberg, as of June 30, 2021.

Yield Curve Moves Have Differing Impacts on Performance

U.S. Treasury Yield Curve



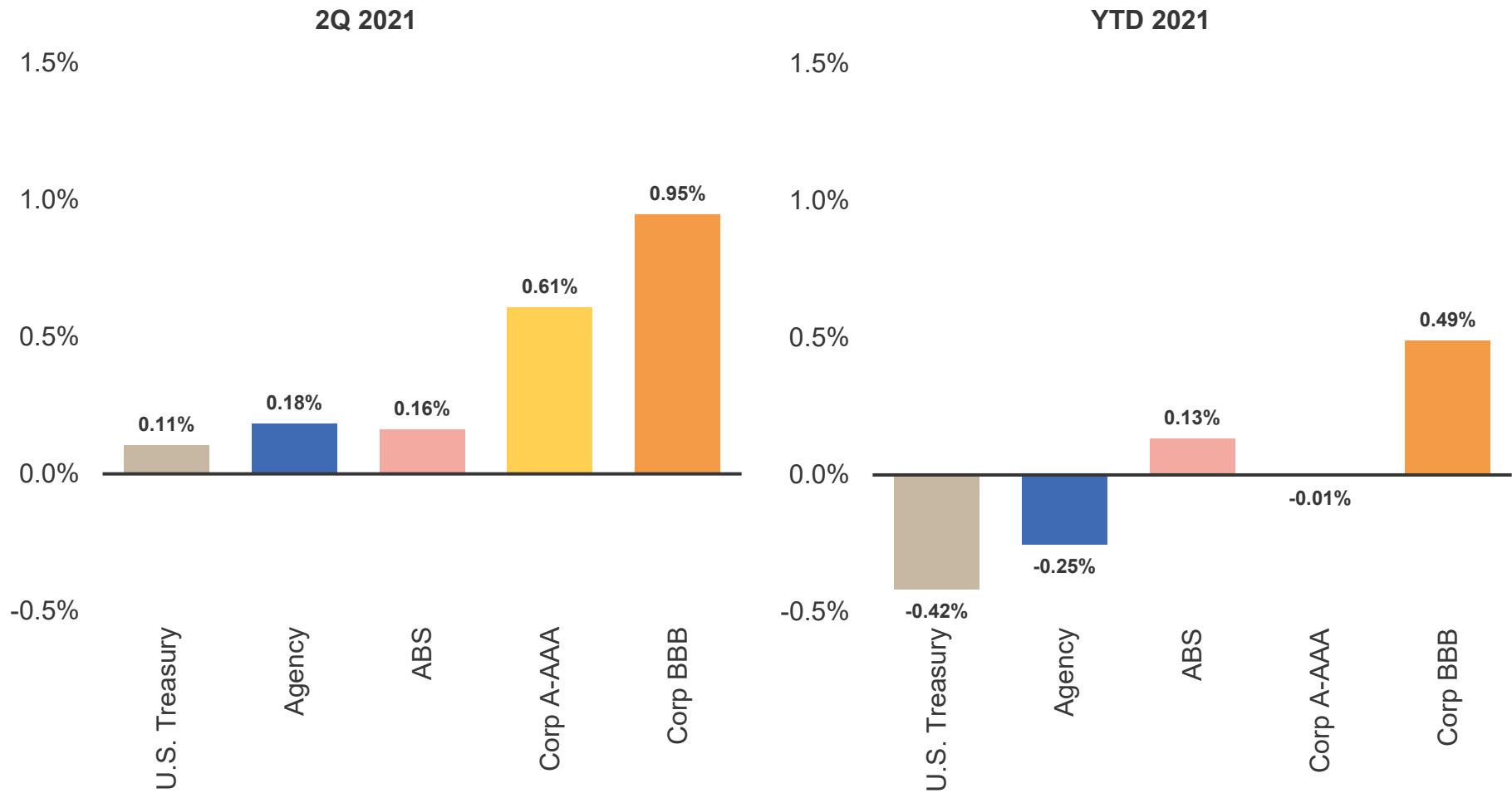
2021 U.S. Treasury Returns (2Q 2021)



Source: Bloomberg, as of June 30, 2021.

Strong Second Quarter Returns; Mixed Performance Year-to-Date

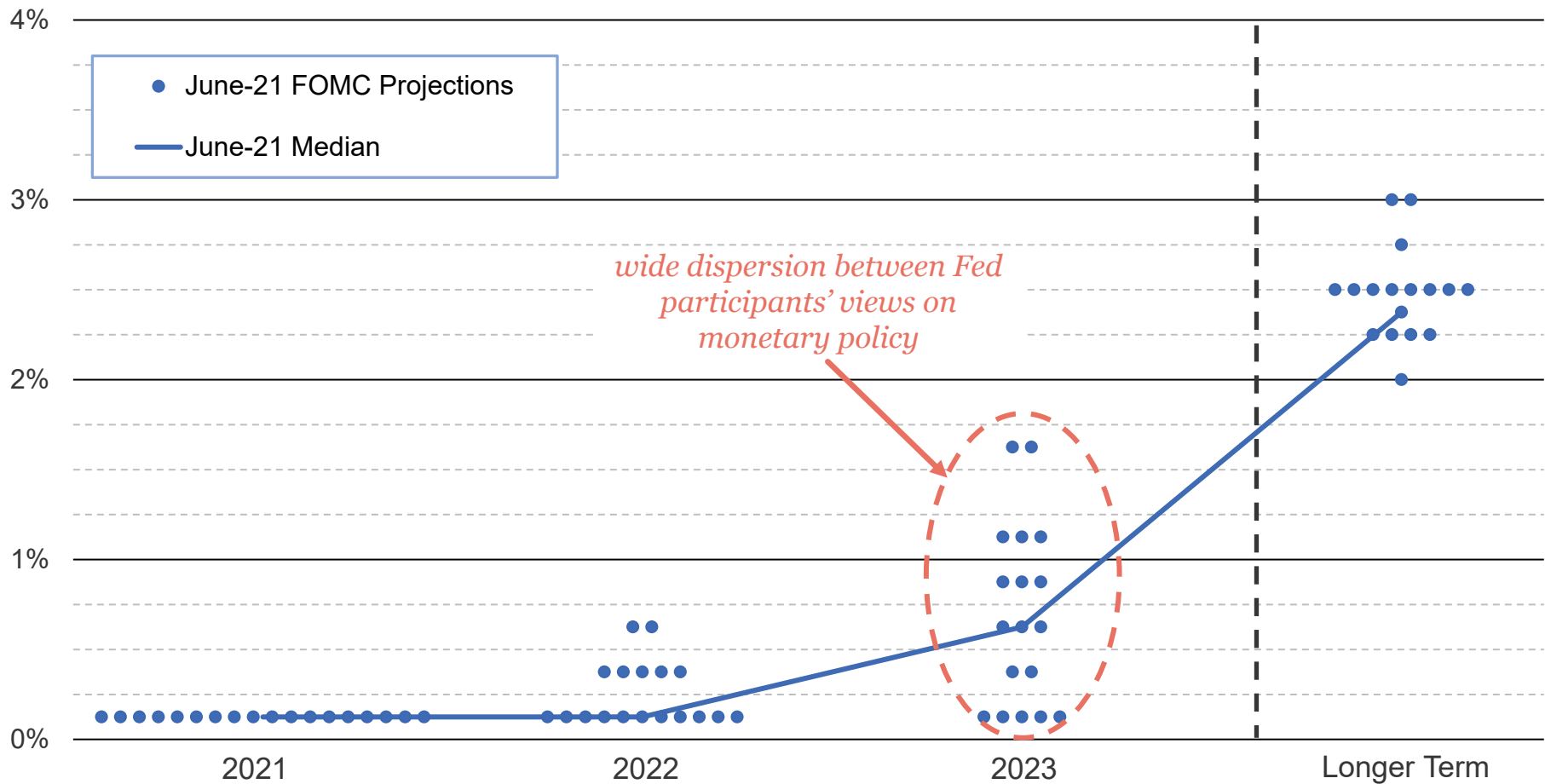
1-5 Year Indices



Source: ICE BofAML Indices. ABS indices are 0-5 year based on weighted average life. As of June 30, 2021.

Fed's "Dot Plot" Reflects Evolving Monetary Policy Views

Fed Participants' Assessments of "Appropriate" Monetary Policy



Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year end.

Account Transactions and Holdings

Quarterly Portfolio Transactions

| Trade Date | Settle Date | Par (\$) | CUSIP | Security Description | Coupon | Maturity Date | Transact Amt (\$) | Yield at Market | Realized G/L (BV) |
|------------------|-------------|-------------------|-----------|---|--------|---------------|----------------------|-----------------|-------------------|
| BUY | | | | | | | | | |
| 4/5/21 | 4/7/21 | 2,300,000 | 91282CBC4 | US TREASURY NOTES | 0.37% | 12/31/25 | 2,247,775.96 | 0.89% | |
| 4/13/21 | 4/21/21 | 515,000 | 14314QAC8 | CARMX 2021-2 A3 | 0.52% | 2/17/26 | 514,889.02 | 0.52% | |
| 4/16/21 | 4/19/21 | 1,870,000 | 91282CAW1 | US TREASURY NOTES | 0.25% | 11/15/23 | 1,871,928.68 | 0.25% | |
| 4/19/21 | 4/22/21 | 195,000 | 61772BAA1 | MORGAN STANLEY CORP NOTES (CALLABLE) | 0.73% | 4/5/24 | 195,000.00 | 0.73% | |
| 4/20/21 | 4/22/21 | 595,000 | 61772BAA1 | MORGAN STANLEY CORP NOTES (CALLABLE) | 0.73% | 4/5/24 | 595,749.70 | 0.69% | |
| 4/20/21 | 4/28/21 | 340,000 | 44933LAC7 | HART 2021-A A3 | 0.38% | 9/15/25 | 339,964.23 | 0.38% | |
| 4/27/21 | 5/4/21 | 390,000 | 172967MX6 | CITIGROUP INC CORPORATE NOTES | 0.98% | 5/1/25 | 390,000.00 | 0.98% | |
| 4/28/21 | 5/4/21 | 415,000 | 172967MX6 | CITIGROUP INC CORPORATE NOTES | 0.98% | 5/1/25 | 416,099.75 | 0.91% | |
| 5/24/21 | 6/1/21 | 270,000 | 46647PCH7 | JPMORGAN CHASE & CO CORPORATE NOTES | 0.82% | 6/1/25 | 270,000.00 | 0.82% | |
| 6/2/21 | 6/4/21 | 3,230,000 | 91282CCF6 | US TREASURY N/B NOTES | 0.75% | 5/31/26 | 3,223,199.13 | 0.79% | |
| 6/7/21 | 6/7/21 | 1,430,000 | 91282CCF6 | US TREASURY N/B NOTES | 0.75% | 5/31/26 | 1,426,965.28 | 0.80% | |
| 6/17/21 | 6/21/21 | 565,000 | 110122DN5 | BRISTOL-MYERS SQUIBB CO CORPORATE NOTES | 0.75% | 11/13/25 | 559,819.89 | 0.98% | |
| Total BUY | | 12,115,000 | | | | | 12,051,391.64 | | |
| INTEREST | | | | | | | | | |
| 4/1/21 | 4/1/21 | 1,425,000 | 05531FAX1 | BB&T CORP (CALLABLE) NOTES | 2.75% | 4/1/22 | 19,593.75 | | |
| 4/1/21 | 4/1/21 | 0 | 83369XDL9 | SOCIETE GENERALE NY CERT DEPOS | 1.80% | 2/14/22 | (161.00) | | |
| 4/1/21 | 4/1/21 | 575,000 | 437076AZ5 | HOME DEPOT INC CORP NOTES | 2.70% | 4/1/23 | 7,762.50 | | |
| 4/1/21 | 4/1/21 | 0 | MONEY0002 | MONEY MARKET FUND | | | 3.16 | | |
| 4/1/21 | 4/1/21 | 1,090,000 | 13063DRJ9 | CA ST TXBL GO BONDS | 2.40% | 10/1/23 | 13,080.00 | | |
| 4/1/21 | 4/1/21 | 1,000,000 | 13063DDF2 | CA ST TXBL GO BONDS | 2.50% | 10/1/22 | 12,500.00 | | |
| 4/1/21 | 4/25/21 | 920,000 | 3137BGK24 | FHMS K043 A2 | 3.06% | 12/1/24 | 2,347.53 | | |
| 4/5/21 | 4/5/21 | 3,000,000 | 3135G0T45 | FANNIE MAE NOTES | 1.87% | 4/5/22 | 28,125.00 | | |
| 4/14/21 | 4/14/21 | 1,645,000 | 3130AJHU6 | FEDERAL HOME LOAN BANK NOTES | 0.50% | 4/14/25 | 4,112.50 | | |

| Trade Date | Settle Date | Par (\$) | CUSIP | Security Description | Coupon | Maturity Date | Transact Amt (\$) | Yield at Market | Realized G/L (BV) |
|------------|-------------|-----------|-----------|--|--------|---------------|-------------------|-----------------|-------------------|
| 4/15/21 | 4/15/21 | 341,541 | 14042WAC4 | COPAR 2019-1 A3 | 2.51% | 11/15/23 | 714.39 | | |
| 4/15/21 | 4/15/21 | 477,968 | 14316LAC7 | CARMX 2019-2 A3 | 2.68% | 3/15/24 | 1,067.46 | | |
| 4/15/21 | 4/15/21 | 82,013 | 44891KAD7 | HART 2018-A A3 | 2.79% | 7/15/22 | 190.68 | | |
| 4/15/21 | 4/15/21 | 82,173 | 89238BAD4 | TAOT 2018-A A3 | 2.35% | 5/16/22 | 160.92 | | |
| 4/15/21 | 4/15/21 | 255,000 | 14316NAC3 | CARMX 2021-1 A3 | 0.34% | 12/15/25 | 72.25 | | |
| 4/15/21 | 4/15/21 | 460,263 | 44932NAD2 | HYUNDAI AUTO RECEIVABLES TRUST | 2.66% | 6/15/23 | 1,020.25 | | |
| 4/15/21 | 4/15/21 | 560,000 | 14315XAC2 | CARMX 2020-1 A3 | 1.89% | 12/16/24 | 882.00 | | |
| 4/15/21 | 4/15/21 | 396,400 | 65479GAD1 | NAROT 2018-B A3 | 3.06% | 3/15/23 | 1,010.82 | | |
| 4/15/21 | 4/15/21 | 15,903 | 65478HAD0 | NAROT 2017-C A3 | 2.12% | 4/15/22 | 28.10 | | |
| 4/15/21 | 4/15/21 | 365,959 | 89238TAD5 | TAOT 2018-B A3 | 2.96% | 9/15/22 | 902.70 | | |
| 4/15/21 | 4/15/21 | 350,803 | 02007JAC1 | ALLYA 2018-3 A3 | 3.00% | 1/15/23 | 877.01 | | |
| 4/15/21 | 4/15/21 | 744,613 | 65479HAC1 | NAROT 2019-B A3 | 2.50% | 11/15/23 | 1,551.28 | | |
| 4/15/21 | 4/15/21 | 285,612 | 58772RAD6 | MBART 2018-1 A3 | 3.03% | 1/15/23 | 721.17 | | |
| 4/18/21 | 4/18/21 | 288,250 | 43814WAC9 | HAROT 2019-1 A3 | 2.83% | 3/20/23 | 679.79 | | |
| 4/21/21 | 4/21/21 | 850,000 | 43813RAC1 | HAROT 2020-1 A3 | 1.61% | 4/22/24 | 1,140.42 | | |
| 4/21/21 | 4/21/21 | 430,000 | 43813GAC5 | HAROT 2021-1 A3 | 0.27% | 4/21/25 | 96.75 | | |
| 4/21/21 | 4/21/21 | 677,427 | 43815MAC0 | HAROT 2019-2 A3 | 2.52% | 6/21/23 | 1,422.60 | | |
| 4/22/21 | 4/22/21 | 5,630,000 | 3135G03U5 | FANNIE MAE NOTES | 0.62% | 4/22/25 | 17,593.75 | | |
| 4/24/21 | 4/24/21 | 1,200,000 | 06051GJH3 | BANK OF AMERICA CORP (CALLABLE) CORPORAT | 0.81% | 10/24/24 | 4,941.00 | | |
| 4/25/21 | 4/25/21 | 1,000,000 | 637432NM3 | NATIONAL RURAL UTIL COOP CORP NOTES | 2.40% | 4/25/22 | 12,000.00 | | |
| 4/30/21 | 4/30/21 | 1,990,000 | 9128283D0 | US TREASURY NOTES | 2.25% | 10/31/24 | 22,387.50 | | |
| 5/1/21 | 5/25/21 | 920,000 | 3137BGK24 | FHMS K043 A2 | 3.06% | 12/1/24 | 2,347.53 | | |
| 5/3/21 | 5/3/21 | 0 | MONEY0002 | MONEY MARKET FUND | | | 4.83 | | |
| 5/7/21 | 5/7/21 | 2,350,000 | 3135G06G3 | FANNIE MAE NOTES | 0.50% | 11/7/25 | 5,711.81 | | |
| 5/13/21 | 5/13/21 | 1,600,000 | 46625HJX9 | JP MORGAN CHASE BANK CORP NOTE | 3.62% | 5/13/24 | 29,000.00 | | |
| 5/15/21 | 5/15/21 | 515,000 | 14314QAC8 | CARMX 2021-2 A3 | 0.52% | 2/17/26 | 178.53 | | |
| 5/15/21 | 5/15/21 | 46,794 | 89238BAD4 | TAOT 2018-A A3 | 2.35% | 5/16/22 | 91.64 | | |
| 5/15/21 | 5/15/21 | 413,924 | 44932NAD2 | HYUNDAI AUTO RECEIVABLES TRUST | 2.66% | 6/15/23 | 917.53 | | |
| 5/15/21 | 5/15/21 | 282,856 | 02007JAC1 | ALLYA 2018-3 A3 | 3.00% | 1/15/23 | 707.14 | | |
| 5/15/21 | 5/15/21 | 295,480 | 89238TAD5 | TAOT 2018-B A3 | 2.96% | 9/15/22 | 728.85 | | |

| Trade Date | Settle Date | Par (\$) | CUSIP | Security Description | Coupon | Maturity Date | Transact Amt (\$) | Yield at Market | Realized G/L (BV) |
|------------|-------------|-----------|------------|---|--------|---------------|-------------------|-----------------|-------------------|
| 5/15/21 | 5/15/21 | 1,870,000 | 91282CAW1 | US TREASURY NOTES | 0.25% | 11/15/23 | 2,337.50 | | |
| 5/15/21 | 5/15/21 | 560,000 | 14315XAC2 | CARMX 2020-1 A3 | 1.89% | 12/16/24 | 882.00 | | |
| 5/15/21 | 5/15/21 | 505,000 | 91412HGE7 | UNIV OF CAL TXBL REV BONDS | 0.88% | 5/15/25 | 2,229.58 | | |
| 5/15/21 | 5/15/21 | 1,215,000 | 427866BC1 | HERSHEY COMPANY CORPORATE NOTES | 2.05% | 11/15/24 | 12,453.75 | | |
| 5/15/21 | 5/15/21 | 348,859 | 65479GAD1 | NAROT 2018-B A3 | 3.06% | 3/15/23 | 889.59 | | |
| 5/15/21 | 5/15/21 | 5,000,000 | 912828WE6 | US TREASURY NOTES | 2.75% | 11/15/23 | 68,750.00 | | |
| 5/15/21 | 5/15/21 | 240,236 | 58772RAD6 | MBART 2018-1 A3 | 3.03% | 1/15/23 | 606.60 | | |
| 5/15/21 | 5/15/21 | 311,117 | 14042WAC4 | COPAR 2019-1 A3 | 2.51% | 11/15/23 | 650.75 | | |
| 5/15/21 | 5/15/21 | 686,286 | 65479HAC1 | NAROT 2019-B A3 | 2.50% | 11/15/23 | 1,429.76 | | |
| 5/15/21 | 5/15/21 | 52,234 | 44891KAD7 | HART 2018-A A3 | 2.79% | 7/15/22 | 121.44 | | |
| 5/15/21 | 5/15/21 | 340,000 | 44933LAC7 | HART 2021-A A3 | 0.38% | 9/15/25 | 61.01 | | |
| 5/15/21 | 5/15/21 | 255,000 | 14316NAC3 | CARMX 2021-1 A3 | 0.34% | 12/15/25 | 72.25 | | |
| 5/15/21 | 5/15/21 | 442,794 | 14316LAC7 | CARMX 2019-2 A3 | 2.68% | 3/15/24 | 988.91 | | |
| 5/18/21 | 5/18/21 | 259,379 | 43814WAC9 | HAROT 2019-1 A3 | 2.83% | 3/20/23 | 611.70 | | |
| 5/21/21 | 5/21/21 | 620,072 | 43815MAC0 | HAROT 2019-2 A3 | 2.52% | 6/21/23 | 1,302.15 | | |
| 5/21/21 | 5/21/21 | 850,000 | 43813RAC1 | HAROT 2020-1 A3 | 1.61% | 4/22/24 | 1,140.42 | | |
| 5/21/21 | 5/21/21 | 430,000 | 43813GAC5 | HAROT 2021-1 A3 | 0.27% | 4/21/25 | 96.75 | | |
| 5/22/21 | 5/22/21 | 2,540,000 | 3135G04Q3 | FANNIE MAE NOTES | 0.25% | 5/22/23 | 3,175.00 | | |
| 5/22/21 | 5/22/21 | 1,080,000 | 38148LAE6 | GOLDMAN SACHS GROUP INC CORPORATE NOTES | 3.75% | 5/22/25 | 20,250.00 | | |
| 5/31/21 | 5/31/21 | 3,000,000 | 912828U57 | US TREASURY NOTES | 2.12% | 11/30/23 | 31,875.00 | | |
| 5/31/21 | 5/31/21 | 3,410,000 | 9128284S6 | US TREASURY NOTES | 2.75% | 5/31/23 | 46,887.50 | | |
| 5/31/21 | 5/31/21 | 1,720,000 | 9128283J7 | US TREASURY NOTES | 2.12% | 11/30/24 | 18,275.00 | | |
| 6/1/21 | 6/25/21 | 920,000 | 3137BGK24 | FHMS K043 A2 | 3.06% | 12/1/24 | 2,347.53 | | |
| 6/1/21 | 6/1/21 | 0 | MONEY0002 | MONEY MARKET FUND | | | 8.49 | | |
| 6/2/21 | 6/2/21 | 1,205,000 | 23341VZT1 | DNB BANK ASA/NY LT CD | 2.04% | 12/2/22 | 12,427.57 | | |
| 6/4/21 | 6/4/21 | 1,320,000 | 3137EAF A2 | FREDDIE MAC NOTES | 0.25% | 12/4/23 | 1,650.00 | | |
| 6/8/21 | 6/8/21 | 595,000 | 172967LC3 | CITIGROUP INC CORP (CALLABLE) NOTE | 2.90% | 12/8/21 | 8,627.50 | | |
| 6/8/21 | 6/8/21 | 1,700,000 | 3130A0F70 | FEDERAL HOME LOAN BANKS NOTES | 3.37% | 12/8/23 | 28,687.50 | | |
| 6/15/21 | 6/15/21 | 560,000 | 14315XAC2 | CARMX 2020-1 A3 | 1.89% | 12/16/24 | 882.00 | | |
| 6/15/21 | 6/15/21 | 307,018 | 65479GAD1 | NAROT 2018-B A3 | 3.06% | 3/15/23 | 782.90 | | |

| Trade Date | Settle Date | Par (\$) | CUSIP | Security Description | Coupon | Maturity Date | Transact Amt (\$) | Yield at Market | Realized G/L (BV) |
|-----------------------|-------------|-------------------|-----------|--------------------------------|--------|---------------|-------------------|-----------------|-------------------|
| 6/15/21 | 6/15/21 | 411,415 | 14316LAC7 | CARMX 2019-2 A3 | 2.68% | 3/15/24 | 918.83 | | |
| 6/15/21 | 6/15/21 | 340,000 | 44933LAC7 | HART 2021-A A3 | 0.38% | 9/15/25 | 107.67 | | |
| 6/15/21 | 6/15/21 | 221,690 | 02007JAC1 | ALLYA 2018-3 A3 | 3.00% | 1/15/23 | 554.23 | | |
| 6/15/21 | 6/15/21 | 631,062 | 65479HAC1 | NAROT 2019-B A3 | 2.50% | 11/15/23 | 1,314.71 | | |
| 6/15/21 | 6/15/21 | 284,252 | 14042WAC4 | COPAR 2019-1 A3 | 2.51% | 11/15/23 | 594.56 | | |
| 6/15/21 | 6/15/21 | 201,392 | 58772RAD6 | MBART 2018-1 A3 | 3.03% | 1/15/23 | 508.52 | | |
| 6/15/21 | 6/15/21 | 255,000 | 14316NAC3 | CARMX 2021-1 A3 | 0.34% | 12/15/25 | 72.25 | | |
| 6/15/21 | 6/15/21 | 17,025 | 89238BAD4 | TAOT 2018-A A3 | 2.35% | 5/16/22 | 33.34 | | |
| 6/15/21 | 6/15/21 | 372,146 | 44932NAD2 | HYUNDAI AUTO RECEIVABLES TRUST | 2.66% | 6/15/23 | 824.92 | | |
| 6/15/21 | 6/15/21 | 515,000 | 14314QAC8 | CARMX 2021-2 A3 | 0.52% | 2/17/26 | 223.17 | | |
| 6/15/21 | 6/15/21 | 26,145 | 44891KAD7 | HART 2018-A A3 | 2.79% | 7/15/22 | 60.79 | | |
| 6/15/21 | 6/15/21 | 236,762 | 89238TAD5 | TAOT 2018-B A3 | 2.96% | 9/15/22 | 584.01 | | |
| 6/17/21 | 6/17/21 | 7,375,000 | 3135G04Z3 | FANNIE MAE NOTES | 0.50% | 6/17/25 | 18,437.50 | | |
| 6/18/21 | 6/18/21 | 233,603 | 43814WAC9 | HAROT 2019-1 A3 | 2.83% | 3/20/23 | 550.91 | | |
| 6/19/21 | 6/19/21 | 3,500,000 | 3137EAEN5 | FREDDIE MAC NOTES | 2.75% | 6/19/23 | 48,125.00 | | |
| 6/21/21 | 6/21/21 | 850,000 | 43813RAC1 | HAROT 2020-1 A3 | 1.61% | 4/22/24 | 1,140.42 | | |
| 6/21/21 | 6/21/21 | 430,000 | 43813GAC5 | HAROT 2021-1 A3 | 0.27% | 4/21/25 | 96.75 | | |
| 6/21/21 | 6/21/21 | 567,862 | 43815MAC0 | HAROT 2019-2 A3 | 2.52% | 6/21/23 | 1,192.51 | | |
| 6/26/21 | 6/26/21 | 1,510,000 | 3137EAES4 | FREDDIE MAC NOTES | 0.25% | 6/26/23 | 1,887.50 | | |
| 6/30/21 | 6/30/21 | 225,000 | 9128285U0 | US TREASURY NOTES | 2.62% | 12/31/23 | 2,953.13 | | |
| 6/30/21 | 6/30/21 | 6,525,000 | 91282CBC4 | US TREASURY NOTES | 0.37% | 12/31/25 | 12,234.38 | | |
| 6/30/21 | 6/30/21 | 3,285,000 | 912828XX3 | US TREASURY NOTES | 2.00% | 6/30/24 | 32,850.00 | | |
| Total INTEREST | | 92,919,331 | | | | | 592,277.39 | | |

MATURITY

| | | | | | | | | | |
|---------|---------|-----------|-----------|--------------------------------------|-------|---------|--------------|--|------|
| 4/2/21 | 4/2/21 | 1,410,000 | 22535CDU2 | CREDIT AGRICOLE CIB NY CERT DEPOS | 2.83% | 4/2/21 | 1,450,013.84 | | 0.00 |
| 4/19/21 | 4/19/21 | 1,675,000 | 4581X0DB1 | INTER-AMERICAN DEVELOPMENT BANK NOTE | 2.62% | 4/19/21 | 1,696,984.38 | | 0.00 |
| 4/19/21 | 4/19/21 | 200,000 | 06051GFW4 | BANK OF AMERICA CORP NOTE | 2.62% | 4/19/21 | 202,625.00 | | 0.00 |

REDWOOD CITY

Portfolio Activity

| Trade Date | Settle Date | Par (\$) | CUSIP | Security Description | Coupon | Maturity Date | Transact Amt (\$) | Yield at Market | Realized G/L (BV) |
|-----------------------|-------------|------------------|-----------|--------------------------------|--------|---------------|---------------------|-----------------|-------------------|
| 6/7/21 | 6/7/21 | 1,410,000 | 78012UEE1 | ROYAL BANK OF CANADA NY CD | 3.24% | 6/7/21 | 1,432,842.00 | | 0.00 |
| Total MATURITY | | 4,695,000 | | | | | 4,782,465.22 | | 0.00 |
| PAYDOWNS | | | | | | | | | |
| 4/15/21 | 4/15/21 | 70,479 | 89238TAD5 | TAOT 2018-B A3 | 2.96% | 9/15/22 | 70,479.35 | | 0.00 |
| 4/15/21 | 4/15/21 | 15,903 | 65478HAD0 | NAROT 2017-C A3 | 2.12% | 4/15/22 | 15,902.98 | | 0.00 |
| 4/15/21 | 4/15/21 | 35,379 | 89238BAD4 | TAOT 2018-A A3 | 2.35% | 5/16/22 | 35,379.46 | | 0.00 |
| 4/15/21 | 4/15/21 | 47,542 | 65479GAD1 | NAROT 2018-B A3 | 3.06% | 3/15/23 | 47,541.53 | | 0.00 |
| 4/15/21 | 4/15/21 | 58,328 | 65479HAC1 | NAROT 2019-B A3 | 2.50% | 11/15/23 | 58,327.56 | | 0.00 |
| 4/15/21 | 4/15/21 | 45,376 | 58772RAD6 | MBART 2018-1 A3 | 3.03% | 1/15/23 | 45,376.19 | | 0.00 |
| 4/15/21 | 4/15/21 | 29,779 | 44891KAD7 | HART 2018-A A3 | 2.79% | 7/15/22 | 29,779.20 | | 0.00 |
| 4/15/21 | 4/15/21 | 46,338 | 44932NAD2 | HYUNDAI AUTO RECEIVABLES TRUST | 2.66% | 6/15/23 | 46,338.41 | | 0.00 |
| 4/15/21 | 4/15/21 | 35,174 | 14316LAC7 | CARMX 2019-2 A3 | 2.68% | 3/15/24 | 35,173.73 | | 0.00 |
| 4/15/21 | 4/15/21 | 30,424 | 14042WAC4 | COPAR 2019-1 A3 | 2.51% | 11/15/23 | 30,423.87 | | 0.00 |
| 4/15/21 | 4/15/21 | 67,947 | 02007JAC1 | ALLYA 2018-3 A3 | 3.00% | 1/15/23 | 67,947.19 | | 0.00 |
| 4/18/21 | 4/18/21 | 28,871 | 43814WAC9 | HAROT 2019-1 A3 | 2.83% | 3/20/23 | 28,871.18 | | 0.00 |
| 4/21/21 | 4/21/21 | 57,355 | 43815MAC0 | HAROT 2019-2 A3 | 2.52% | 6/21/23 | 57,355.48 | | 0.00 |
| 5/15/21 | 5/15/21 | 55,224 | 65479HAC1 | NAROT 2019-B A3 | 2.50% | 11/15/23 | 55,224.21 | | 0.00 |
| 5/15/21 | 5/15/21 | 61,166 | 02007JAC1 | ALLYA 2018-3 A3 | 3.00% | 1/15/23 | 61,166.00 | | 0.00 |
| 5/15/21 | 5/15/21 | 31,379 | 14316LAC7 | CARMX 2019-2 A3 | 2.68% | 3/15/24 | 31,378.89 | | 0.00 |
| 5/15/21 | 5/15/21 | 26,865 | 14042WAC4 | COPAR 2019-1 A3 | 2.51% | 11/15/23 | 26,864.91 | | 0.00 |
| 5/15/21 | 5/15/21 | 26,088 | 44891KAD7 | HART 2018-A A3 | 2.79% | 7/15/22 | 26,088.21 | | 0.00 |
| 5/15/21 | 5/15/21 | 38,843 | 58772RAD6 | MBART 2018-1 A3 | 3.03% | 1/15/23 | 38,843.36 | | 0.00 |
| 5/15/21 | 5/15/21 | 41,778 | 44932NAD2 | HYUNDAI AUTO RECEIVABLES TRUST | 2.66% | 6/15/23 | 41,778.08 | | 0.00 |
| 5/15/21 | 5/15/21 | 29,768 | 89238BAD4 | TAOT 2018-A A3 | 2.35% | 5/16/22 | 29,768.17 | | 0.00 |
| 5/15/21 | 5/15/21 | 41,840 | 65479GAD1 | NAROT 2018-B A3 | 3.06% | 3/15/23 | 41,840.41 | | 0.00 |
| 5/15/21 | 5/15/21 | 58,718 | 89238TAD5 | TAOT 2018-B A3 | 2.96% | 9/15/22 | 58,718.01 | | 0.00 |
| 5/18/21 | 5/18/21 | 25,777 | 43814WAC9 | HAROT 2019-1 A3 | 2.83% | 3/20/23 | 25,776.51 | | 0.00 |

REDWOOD CITY

Portfolio Activity

| Trade Date | Settle Date | Par (\$) | CUSIP | Security Description | Coupon | Maturity Date | Transact Amt (\$) | Yield at Market | Realized G/L (BV) |
|-----------------------|-------------|------------------|-----------|--|--------|---------------|---------------------|-----------------|-------------------|
| 5/21/21 | 5/21/21 | 52,210 | 43815MAC0 | HAROT 2019-2 A3 | 2.52% | 6/21/23 | 52,209.67 | | 0.00 |
| 6/15/21 | 6/15/21 | 38,733 | 44932NAD2 | HYUNDAI AUTO RECEIVABLES TRUST | 2.66% | 6/15/23 | 38,733.39 | | 0.00 |
| 6/15/21 | 6/15/21 | 24,258 | 44891KAD7 | HART 2018-A A3 | 2.79% | 7/15/22 | 24,257.75 | | 0.00 |
| 6/15/21 | 6/15/21 | 52,370 | 89238TAD5 | TAOT 2018-B A3 | 2.96% | 9/15/22 | 52,370.36 | | 0.00 |
| 6/15/21 | 6/15/21 | 17,025 | 89238BAD4 | TAOT 2018-A A3 | 2.35% | 5/16/22 | 17,025.44 | | 0.00 |
| 6/15/21 | 6/15/21 | 38,463 | 65479GAD1 | NAROT 2018-B A3 | 3.06% | 3/15/23 | 38,463.43 | | 0.00 |
| 6/15/21 | 6/15/21 | 48,225 | 65479HAC1 | NAROT 2019-B A3 | 2.50% | 11/15/23 | 48,225.15 | | 0.00 |
| 6/15/21 | 6/15/21 | 34,723 | 58772RAD6 | MBART 2018-1 A3 | 3.03% | 1/15/23 | 34,722.73 | | 0.00 |
| 6/15/21 | 6/15/21 | 23,867 | 14042WAC4 | COPAR 2019-1 A3 | 2.51% | 11/15/23 | 23,866.94 | | 0.00 |
| 6/15/21 | 6/15/21 | 28,782 | 14316LAC7 | CARMX 2019-2 A3 | 2.68% | 3/15/24 | 28,782.19 | | 0.00 |
| 6/15/21 | 6/15/21 | 55,768 | 02007JAC1 | ALLYA 2018-3 A3 | 3.00% | 1/15/23 | 55,767.74 | | 0.00 |
| 6/18/21 | 6/18/21 | 23,874 | 43814WAC9 | HAROT 2019-1 A3 | 2.83% | 3/20/23 | 23,874.33 | | 0.00 |
| 6/21/21 | 6/21/21 | 46,508 | 43815MAC0 | HAROT 2019-2 A3 | 2.52% | 6/21/23 | 46,508.38 | | 0.00 |
| Total PAYDOWNS | | 1,491,150 | | | | | 1,491,150.39 | | 0.00 |
| SELL | | | | | | | | | |
| 4/19/21 | 4/21/21 | 515,000 | 3135G05G4 | FANNIE MAE NOTES | 0.25% | 7/10/23 | 515,757.77 | | 1,215.61 |
| 4/20/21 | 4/22/21 | 790,000 | 3137EAES4 | FREDDIE MAC NOTES | 0.25% | 6/26/23 | 791,647.59 | | 2,686.00 |
| 4/21/21 | 4/28/21 | 340,000 | 3135G05G4 | FANNIE MAE NOTES | 0.25% | 7/10/23 | 340,571.20 | | 852.27 |
| 4/27/21 | 5/4/21 | 380,000 | 172967LC3 | CITIGROUP INC CORP (CALLABLE) NOTE | 2.90% | 12/8/21 | 389,625.82 | | 4,819.40 |
| 4/28/21 | 5/4/21 | 415,000 | 172967LC3 | CITIGROUP INC CORP (CALLABLE) NOTE | 2.90% | 12/8/21 | 425,504.11 | | 5,254.99 |
| 6/2/21 | 6/4/21 | 2,030,000 | 459058GH0 | INTL BANK OF RECONSTRUCTION AND DEV NOTE | 2.75% | 7/23/21 | 2,057,703.30 | | 7,601.96 |
| 6/17/21 | 6/21/21 | 497,000 | 110122DC9 | BRISTOL-MYERS SQUIBB CO CORPORATE NOTES | 3.87% | 8/15/25 | 560,622.21 | | (2,713.84) |
| Total SELL | | 4,967,000 | | | | | 5,081,432.00 | | 19,716.39 |

Issuer Distribution

As of June 30, 2021

| Issuer | Market Value (\$) | % of Portfolio |
|---|-------------------|----------------|
| UNITED STATES TREASURY | 53,105,073 | 33.2% |
| FANNIE MAE | 32,483,497 | 20.3% |
| FREDDIE MAC | 14,323,891 | 9.0% |
| FEDERAL HOME LOAN BANKS | 6,052,811 | 3.8% |
| APPLE INC | 2,529,865 | 1.6% |
| AMAZON.COM INC | 2,504,967 | 1.6% |
| SKANDINAVISKA ENSKILDA BANKEN AB | 2,502,286 | 1.6% |
| JP MORGAN CHASE & CO | 2,248,517 | 1.4% |
| BLACKROCK INC | 2,247,642 | 1.4% |
| THE BANK OF NEW YORK MELLON CORPORATION | 2,229,166 | 1.4% |
| PFIZER INC | 2,201,700 | 1.4% |
| US BANCORP | 2,184,374 | 1.4% |
| STATE OF CALIFORNIA | 2,173,509 | 1.4% |
| NORDEA BANK ABP | 2,145,302 | 1.3% |
| HONDA AUTO RECEIVABLES | 2,031,256 | 1.3% |
| CARMAX AUTO OWNER TRUST | 1,730,015 | 1.1% |
| SOCIETE GENERALE | 1,624,522 | 1.0% |
| MICROSOFT CORP | 1,514,166 | 1.0% |

Top 5 = 67.8%

Top 10 = 75.1%

| Issuer | Market Value (\$) | % of Portfolio |
|--|-------------------|----------------|
| TOYOTA MOTOR CORP | 1,486,176 | 0.9% |
| TRUIST FIN CORP | 1,449,912 | 0.9% |
| FEDERAL FARM CREDIT BANKS | 1,417,445 | 0.9% |
| CITIGROUP INC | 1,404,317 | 0.9% |
| SUMITOMO MITSUI FINANCIAL GROUP INC | 1,291,037 | 0.8% |
| PACCAR FINANCIAL CORP | 1,288,541 | 0.8% |
| HERSHEY COMPANY | 1,268,476 | 0.8% |
| INTEL CORPORATION | 1,254,655 | 0.8% |
| DNB ASA | 1,236,452 | 0.8% |
| CREDIT SUISSE GROUP RK | 1,211,930 | 0.8% |
| BANK OF AMERICA CO | 1,203,617 | 0.8% |
| FLORIDA STATE BOARD OF ADMIN FIN CORP | 1,191,765 | 0.7% |
| GOLDMAN SACHS GROUP INC | 1,178,202 | 0.7% |
| NATIONAL RURAL UTILITIES CO FINANCE CORP | 1,015,918 | 0.6% |
| NISSAN AUTO RECEIVABLES | 862,560 | 0.5% |
| MORGAN STANLEY | 790,946 | 0.5% |
| HYUNDAI AUTO RECEIVABLES | 678,336 | 0.4% |
| LOS ANGELES COMMUNITY COLLEGE DISTRICT | 605,169 | 0.4% |
| HOME DEPOT INC | 595,440 | 0.4% |
| BRISTOL-MYERS SQUIBB CO | 560,630 | 0.4% |
| UNIVERSITY OF CALIFORNIA | 506,540 | 0.3% |

REDWOOD CITY

Portfolio Composition

| Issuer | Market Value (\$) | % of Portfolio |
|--------------------------------------|--------------------|----------------|
| SAN DIEGO COMMUNITY COLLEGE DISTRICT | 490,419 | 0.3% |
| STATE OF MARYLAND | 435,666 | 0.3% |
| NEW JERSEY TURNPIKE AUTHORITY | 333,888 | 0.2% |
| CAPITAL ONE FINANCIAL CORP | 263,459 | 0.2% |
| MERCEDES-BENZ AUTO RECEIVABLES | 167,582 | 0.1% |
| ALLY AUTO RECEIVABLES TRUST | 166,416 | 0.1% |
| Grand Total: | 160,188,051 | 100.0% |

Sector/Issuer Distribution

As of June 30, 2021

| Sector / Issuer | Market Value (\$) | % of Sector | % of Total Portfolio |
|--------------------------------|-------------------|---------------|----------------------|
| ABS | | | |
| ALLY AUTO RECEIVABLES TRUST | 166,416 | 2.7% | 0.1% |
| CAPITAL ONE FINANCIAL CORP | 263,459 | 4.3% | 0.2% |
| CARMAX AUTO OWNER TRUST | 1,730,015 | 28.4% | 1.1% |
| HONDA AUTO RECEIVABLES | 2,031,256 | 33.4% | 1.3% |
| HYUNDAI AUTO RECEIVABLES | 678,336 | 11.1% | 0.4% |
| MERCEDES-BENZ AUTO RECEIVABLES | 167,582 | 2.8% | 0.1% |
| NISSAN AUTO RECEIVABLES | 862,560 | 14.2% | 0.5% |
| TOYOTA MOTOR CORP | 185,243 | 3.0% | 0.1% |
| Sector Total | 6,084,866 | 100.0% | 3.8% |
| Agency CMBS | | | |
| FREDDIE MAC | 988,571 | 100.0% | 0.6% |
| Sector Total | 988,571 | 100.0% | 0.6% |
| Corporate | | | |
| AMAZON.COM INC | 2,504,967 | 8.1% | 1.6% |
| APPLE INC | 2,529,865 | 8.2% | 1.6% |
| BANK OF AMERICA CO | 1,203,617 | 3.9% | 0.8% |
| BLACKROCK INC | 2,247,642 | 7.3% | 1.4% |
| BRISTOL-MYERS SQUIBB CO | 560,630 | 1.8% | 0.3% |

REDWOOD CITY

Portfolio Composition

| Sector / Issuer | Market Value (\$) | % of Sector | % of Total Portfolio |
|--|-------------------|---------------|----------------------|
| CITIGROUP INC | 1,404,317 | 4.5% | 0.9% |
| GOLDMAN SACHS GROUP INC | 1,178,202 | 3.8% | 0.7% |
| HERSHEY COMPANY | 1,268,476 | 4.1% | 0.8% |
| HOME DEPOT INC | 595,440 | 1.9% | 0.4% |
| INTEL CORPORATION | 1,254,655 | 4.1% | 0.8% |
| JP MORGAN CHASE & CO | 2,248,517 | 7.3% | 1.4% |
| MICROSOFT CORP | 1,514,166 | 4.9% | 0.9% |
| MORGAN STANLEY | 790,946 | 2.6% | 0.5% |
| NATIONAL RURAL UTILITIES CO FINANCE CORP | 1,015,918 | 3.3% | 0.6% |
| PACCAR FINANCIAL CORP | 1,288,541 | 4.2% | 0.8% |
| PFIZER INC | 2,201,700 | 7.1% | 1.4% |
| THE BANK OF NEW YORK MELLON CORPORATION | 2,229,166 | 7.2% | 1.4% |
| TOYOTA MOTOR CORP | 1,300,934 | 4.2% | 0.8% |
| TRUIST FIN CORP | 1,449,912 | 4.7% | 0.9% |
| US BANCORP | 2,184,374 | 7.1% | 1.4% |
| Sector Total | 30,971,982 | 100.0% | 19.3% |
| Federal Agency | | | |
| FANNIE MAE | 32,483,497 | 61.0% | 20.3% |
| FEDERAL FARM CREDIT BANKS | 1,417,445 | 2.7% | 0.9% |
| FEDERAL HOME LOAN BANKS | 6,052,811 | 11.4% | 3.8% |
| FREDDIE MAC | 13,335,321 | 25.0% | 8.3% |
| Sector Total | 53,289,074 | 100.0% | 33.3% |
| Municipal | | | |

REDWOOD CITY

Portfolio Composition

| Sector / Issuer | Market Value (\$) | % of Sector | % of Total Portfolio |
|--|--------------------|---------------|----------------------|
| FLORIDA STATE BOARD OF ADMIN FIN CORP | 1,191,765 | 20.8% | 0.7% |
| LOS ANGELES COMMUNITY COLLEGE DISTRICT | 605,169 | 10.5% | 0.4% |
| NEW JERSEY TURNPIKE AUTHORITY | 333,888 | 5.8% | 0.2% |
| SAN DIEGO COMMUNITY COLLEGE DISTRICT | 490,419 | 8.5% | 0.3% |
| STATE OF CALIFORNIA | 2,173,509 | 37.9% | 1.4% |
| STATE OF MARYLAND | 435,666 | 7.6% | 0.3% |
| UNIVERSITY OF CALIFORNIA | 506,540 | 8.8% | 0.3% |
| Sector Total | 5,736,955 | 100.0% | 3.6% |
| Negotiable CD | | | |
| CREDIT SUISSE GROUP RK | 1,211,930 | 12.1% | 0.8% |
| DNB ASA | 1,236,452 | 12.4% | 0.8% |
| NORDEA BANK ABP | 2,145,302 | 21.4% | 1.3% |
| SKANDINAVISKA ENSKILDA BANKEN AB | 2,502,286 | 25.0% | 1.6% |
| SOCIETE GENERALE | 1,624,522 | 16.2% | 1.0% |
| SUMITOMO MITSUI FINANCIAL GROUP INC | 1,291,037 | 12.9% | 0.8% |
| Sector Total | 10,011,529 | 100.0% | 6.2% |
| U.S. Treasury | | | |
| UNITED STATES TREASURY | 53,105,073 | 100.0% | 33.2% |
| Sector Total | 53,105,073 | 100.0% | 33.2% |
| Portfolio Total | 160,188,051 | 100.0% | 100.0% |

Managed Account Detail of Securities Held

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|--------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| U.S. Treasury Bond / Note | | | | | | | | | | | |
| US TREASURY NOTES DTD 07/31/2015 2.000% 07/31/2022 | 912828XQ8 | 3,225,000.00 | AA+ | Aaa | 8/30/2017 | 8/31/2017 | 3,265,690.43 | 1.73 | 26,904.70 | 3,233,954.16 | 3,291,011.88 |
| US TREASURY NOTES DTD 09/30/2015 1.750% 09/30/2022 | 912828L57 | 995,000.00 | AA+ | Aaa | 6/4/2018 | 6/6/2018 | 954,383.79 | 2.76 | 4,376.91 | 983,255.55 | 1,015,055.42 |
| US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023 | 912828P38 | 1,270,000.00 | AA+ | Aaa | 10/2/2018 | 10/4/2018 | 1,209,377.35 | 2.93 | 9,270.65 | 1,247,784.48 | 1,301,353.13 |
| US TREASURY NOTES DTD 02/29/2016 1.500% 02/28/2023 | 912828P79 | 1,000,000.00 | AA+ | Aaa | 7/2/2018 | 7/5/2018 | 946,093.75 | 2.74 | 5,013.59 | 980,740.97 | 1,021,562.50 |
| US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023 | 912828Q29 | 1,095,000.00 | AA+ | Aaa | 2/8/2019 | 2/12/2019 | 1,054,664.65 | 2.44 | 4,128.69 | 1,077,935.04 | 1,119,637.50 |
| US TREASURY NOTES DTD 05/31/2018 2.750% 05/31/2023 | 9128284S6 | 3,410,000.00 | AA+ | Aaa | 5/30/2019 | 5/31/2019 | 3,504,041.41 | 2.03 | 7,942.69 | 3,454,993.12 | 3,573,573.61 |
| US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023 | 912828S92 | 1,115,000.00 | AA+ | Aaa | 2/8/2019 | 2/12/2019 | 1,059,206.45 | 2.44 | 5,813.71 | 1,088,985.83 | 1,137,822.71 |
| US TREASURY NOTES DTD 08/01/2016 1.250% 07/31/2023 | 912828S92 | 600,000.00 | AA+ | Aaa | 4/2/2019 | 4/4/2019 | 574,593.75 | 2.28 | 3,128.45 | 587,771.53 | 612,281.28 |
| US TREASURY NOTES DTD 10/01/2018 2.875% 09/30/2023 | 9128285D8 | 265,000.00 | AA+ | Aaa | 5/1/2019 | 5/3/2019 | 271,966.60 | 2.25 | 1,915.10 | 268,550.33 | 280,278.89 |
| US TREASURY NOTES DTD 11/15/2013 2.750% 11/15/2023 | 912828WE6 | 5,000,000.00 | AA+ | Aaa | 3/6/2019 | 3/8/2019 | 5,050,585.94 | 2.52 | 17,561.14 | 5,025,603.04 | 5,285,937.50 |
| US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023 | 91282CAW1 | 1,870,000.00 | AA+ | Aaa | 4/16/2021 | 4/19/2021 | 1,869,926.95 | 0.25 | 597.08 | 1,869,932.62 | 1,867,078.13 |
| US TREASURY NOTES DTD 11/30/2016 2.125% 11/30/2023 | 912828U57 | 3,000,000.00 | AA+ | Aaa | 1/7/2019 | 1/9/2019 | 2,946,328.13 | 2.52 | 5,399.59 | 2,973,494.63 | 3,129,375.00 |
| US TREASURY NOTES DTD 12/31/2018 2.625% 12/31/2023 | 9128285U0 | 225,000.00 | AA+ | Aaa | 1/30/2019 | 1/31/2019 | 225,667.97 | 2.56 | 16.05 | 225,339.75 | 237,726.56 |
| US TREASURY NOTES DTD 06/30/2017 2.000% 06/30/2024 | 912828XX3 | 3,285,000.00 | AA+ | Aaa | 7/1/2019 | 7/3/2019 | 3,318,876.57 | 1.78 | 178.53 | 3,305,337.09 | 3,435,391.24 |
| US TREASURY NOTES DTD 07/31/2017 2.125% 07/31/2024 | 9128282N9 | 1,750,000.00 | AA+ | Aaa | 8/1/2019 | 8/5/2019 | 1,777,070.31 | 1.80 | 15,511.91 | 1,766,729.51 | 1,838,320.40 |

Managed Account Detail of Securities Held

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|----------------------|---------------|-------------------|---------------|----------------|----------------------|----------------|---------------------|----------------------|----------------------|
| U.S. Treasury Bond / Note | | | | | | | | | | | |
| US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024 | 9128282Y5 | 2,800,000.00 | AA+ | Aaa | 10/1/2019 | 10/3/2019 | 2,883,671.88 | 1.50 | 14,956.28 | 2,854,450.94 | 2,945,250.00 |
| US TREASURY NOTES DTD 10/31/2017 2.250% 10/31/2024 | 9128283D0 | 1,990,000.00 | AA+ | Aaa | 11/1/2019 | 11/5/2019 | 2,055,063.67 | 1.57 | 7,543.61 | 2,033,494.81 | 2,102,559.38 |
| US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024 | 9128283J7 | 1,720,000.00 | AA+ | Aaa | 1/3/2020 | 1/7/2020 | 1,759,842.18 | 1.63 | 3,095.77 | 1,747,793.76 | 1,811,643.66 |
| US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025 | 91282CBC4 | 2,300,000.00 | AA+ | Aaa | 4/5/2021 | 4/7/2021 | 2,245,464.84 | 0.89 | 23.44 | 2,248,145.86 | 2,256,156.25 |
| US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025 | 91282CBC4 | 4,225,000.00 | AA+ | Aaa | 1/11/2021 | 1/12/2021 | 4,199,253.91 | 0.50 | 43.05 | 4,201,666.72 | 4,144,460.94 |
| US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026 | 91282CBH3 | 950,000.00 | AA+ | Aaa | 2/26/2021 | 2/26/2021 | 930,332.03 | 0.80 | 1,486.02 | 931,697.86 | 931,000.00 |
| US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026 | 9128286A3 | 2,780,000.00 | AA+ | Aaa | 2/4/2021 | 2/5/2021 | 3,075,809.38 | 0.46 | 30,439.85 | 3,052,092.65 | 3,007,612.50 |
| US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026 | 91282CBQ3 | 2,160,000.00 | AA+ | Aaa | 3/4/2021 | 3/9/2021 | 2,131,312.50 | 0.77 | 3,609.78 | 2,133,112.38 | 2,126,925.00 |
| US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026 | 91282CCF6 | 1,430,000.00 | AA+ | Aaa | 6/7/2021 | 6/7/2021 | 1,426,760.16 | 0.80 | 908.40 | 1,426,802.91 | 1,421,732.88 |
| US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026 | 91282CCF6 | 3,230,000.00 | AA+ | Aaa | 6/2/2021 | 6/4/2021 | 3,222,934.38 | 0.79 | 2,051.85 | 3,223,039.08 | 3,211,326.73 |
| Security Type Sub-Total | | 51,690,000.00 | | | | | 51,958,918.98 | 1.58 | 171,916.84 | 51,942,704.62 | 53,105,073.09 |
| Municipal Bond / Note | | | | | | | | | | | |
| CA ST TXBL GO BONDS DTD 10/26/2017 2.500% 10/01/2022 | 13063DDF2 | 1,000,000.00 | AA- | Aa2 | 10/18/2017 | 10/26/2017 | 1,013,930.00 | 2.20 | 6,250.00 | 1,003,534.71 | 1,030,350.00 |
| SAN DIEGO CCD, CA TXBL GO BONDS DTD 10/16/2019 1.996% 08/01/2023 | 797272QN4 | 475,000.00 | AAA | Aaa | 9/18/2019 | 10/16/2019 | 475,000.00 | 2.00 | 3,950.42 | 475,000.00 | 490,418.50 |
| CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023 | 13063DRJ9 | 1,090,000.00 | AA- | Aa2 | 10/16/2019 | 10/24/2019 | 1,111,810.90 | 1.87 | 6,540.00 | 1,102,467.71 | 1,143,159.30 |

Managed Account Detail of Securities Held

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|---------------------|---------------|-------------------|---------------|----------------|---------------------|----------------|---------------------|---------------------|---------------------|
| Municipal Bond / Note | | | | | | | | | | | |
| MD ST TXBL GO BONDS DTD 08/05/2020 0.510% 08/01/2024 | 574193TQ1 | 435,000.00 | AAA | Aaa | 7/23/2020 | 8/5/2020 | 434,878.20 | 0.52 | 924.38 | 434,905.79 | 435,665.55 |
| UNIV OF CAL TXBL REV BONDS DTD 07/16/2020 0.883% 05/15/2025 | 91412HGE7 | 155,000.00 | AA | Aa2 | 7/14/2020 | 7/16/2020 | 155,561.10 | 0.81 | 174.88 | 155,447.84 | 155,472.75 |
| UNIV OF CAL TXBL REV BONDS DTD 07/16/2020 0.883% 05/15/2025 | 91412HGE7 | 350,000.00 | AA | Aa2 | 7/10/2020 | 7/16/2020 | 350,000.00 | 0.88 | 394.90 | 350,000.00 | 351,067.50 |
| FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025 | 341271AD6 | 330,000.00 | AA | Aa3 | 9/3/2020 | 9/16/2020 | 332,333.10 | 1.11 | 2,075.70 | 331,948.92 | 333,290.10 |
| FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025 | 341271AD6 | 850,000.00 | AA | Aa3 | 9/3/2020 | 9/16/2020 | 850,000.00 | 1.26 | 5,346.50 | 850,000.00 | 858,474.50 |
| LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025 | 54438CYK2 | 605,000.00 | AA+ | Aaa | 10/30/2020 | 11/10/2020 | 605,000.00 | 0.77 | 1,948.60 | 605,000.00 | 605,169.40 |
| NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026 | 646140DP5 | 335,000.00 | A+ | A2 | 1/22/2021 | 2/4/2021 | 335,000.00 | 1.05 | 1,432.21 | 335,000.00 | 333,887.80 |
| Security Type Sub-Total | | 5,625,000.00 | | | | | 5,663,513.30 | 1.45 | 29,037.59 | 5,643,304.97 | 5,736,955.40 |
| Federal Agency Collateralized Mortgage Obligation | | | | | | | | | | | |
| FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024 | 3137BGK24 | 920,000.00 | AA+ | Aaa | 3/19/2020 | 3/25/2020 | 965,568.75 | 1.95 | 2,347.53 | 953,244.96 | 988,570.51 |
| Security Type Sub-Total | | 920,000.00 | | | | | 965,568.75 | 1.95 | 2,347.53 | 953,244.96 | 988,570.51 |
| Federal Agency Bond / Note | | | | | | | | | | | |
| FANNIE MAE NOTES DTD 04/10/2017 1.875% 04/05/2022 | 3135G0T45 | 3,000,000.00 | AA+ | Aaa | 5/8/2017 | 5/9/2017 | 2,982,180.00 | 2.00 | 13,437.50 | 2,997,235.51 | 3,040,587.00 |

Managed Account Detail of Securities Held

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------|--------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Federal Agency Bond / Note | | | | | | | | | | | |
| FEDERAL HOME LOAN BANKS NOTES DTD 02/21/2020 1.375% 02/17/2023 | 3130AJ7E3 | 2,155,000.00 | AA+ | Aaa | 2/20/2020 | 2/21/2020 | 2,151,034.80 | 1.44 | 11,029.41 | 2,152,835.84 | 2,196,108.78 |
| FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023 | 3135G04Q3 | 2,540,000.00 | AA+ | Aaa | 5/20/2020 | 5/22/2020 | 2,532,354.60 | 0.35 | 687.92 | 2,535,182.35 | 2,540,932.18 |
| FREDDIE MAC NOTES DTD 06/11/2018 2.750% 06/19/2023 | 3137EAEN5 | 3,500,000.00 | AA+ | Aaa | 1/7/2019 | 1/9/2019 | 3,524,570.00 | 2.58 | 3,208.33 | 3,510,876.24 | 3,672,221.00 |
| FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023 | 3137EAES4 | 1,510,000.00 | AA+ | Aaa | 6/24/2020 | 6/26/2020 | 1,505,590.80 | 0.35 | 52.43 | 1,507,080.67 | 1,510,282.37 |
| FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023 | 3135G05G4 | 2,385,000.00 | AA+ | Aaa | 7/8/2020 | 7/10/2020 | 2,379,872.25 | 0.32 | 2,832.19 | 2,381,539.35 | 2,384,625.56 |
| FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023 | 3137EAEV7 | 1,440,000.00 | AA+ | Aaa | 8/19/2020 | 8/21/2020 | 1,438,531.20 | 0.28 | 1,270.00 | 1,438,951.24 | 1,439,452.80 |
| FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023 | 3135G0U43 | 2,795,000.00 | AA+ | Aaa | 12/3/2018 | 12/6/2018 | 2,789,354.10 | 2.92 | 24,330.09 | 2,792,395.95 | 2,953,901.34 |
| FEDERAL FARM CREDIT BANK (CALLABLE) DTD 09/21/2020 0.250% 09/21/2023 | 3133EMAM4 | 1,420,000.00 | AA+ | Aaa | 10/7/2020 | 10/9/2020 | 1,417,586.00 | 0.31 | 986.11 | 1,418,179.97 | 1,417,445.42 |
| FREDDIE MAC NOTES (CALLABLE) DTD 09/28/2020 0.300% 09/28/2023 | 3134GWTL0 | 1,675,000.00 | AA+ | Aaa | 9/25/2020 | 9/29/2020 | 1,674,748.75 | 0.31 | 1,298.13 | 1,674,811.91 | 1,673,574.58 |
| FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023 | 3137EAFA2 | 1,320,000.00 | AA+ | Aaa | 12/2/2020 | 12/4/2020 | 1,318,693.20 | 0.28 | 247.50 | 1,318,942.63 | 1,317,522.36 |
| FEDERAL HOME LOAN BANKS NOTES DTD 12/09/2013 3.375% 12/08/2023 | 3130A0F70 | 1,700,000.00 | AA+ | Aaa | 1/30/2019 | 1/31/2019 | 1,750,105.61 | 2.72 | 3,665.63 | 1,725,165.91 | 1,825,590.90 |
| FANNIE MAE NOTES DTD 02/08/2019 2.500% 02/05/2024 | 3135G0V34 | 1,325,000.00 | AA+ | Aaa | 2/7/2019 | 2/8/2019 | 1,320,071.00 | 2.58 | 13,434.03 | 1,322,434.11 | 1,397,881.63 |
| FHLB BONDS DTD 02/15/2019 2.500% 02/13/2024 | 3130AFW94 | 375,000.00 | AA+ | Aaa | 2/14/2019 | 2/15/2019 | 373,672.50 | 2.58 | 3,593.75 | 374,303.50 | 395,802.38 |
| FANNIE MAE NOTES DTD 01/10/2020 1.625% 01/07/2025 | 3135G0X24 | 3,260,000.00 | AA+ | Aaa | 3/4/2020 | 3/5/2020 | 3,381,239.40 | 0.84 | 25,604.58 | 3,348,136.73 | 3,376,362.44 |
| FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025 | 3130AJHU6 | 1,645,000.00 | AA+ | Aaa | 4/15/2020 | 4/16/2020 | 1,636,840.80 | 0.60 | 1,759.24 | 1,638,813.50 | 1,635,309.31 |

Managed Account Detail of Securities Held

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|----------------------|---------------|-------------------|---------------|----------------|----------------------|----------------|---------------------|----------------------|----------------------|
| Federal Agency Bond / Note | | | | | | | | | | | |
| FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025 | 3135G03U5 | 2,315,000.00 | AA+ | Aaa | 6/3/2020 | 6/5/2020 | 2,326,852.80 | 0.52 | 2,773.18 | 2,324,252.10 | 2,312,150.23 |
| FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025 | 3135G03U5 | 2,215,000.00 | AA+ | Aaa | 4/22/2020 | 4/24/2020 | 2,210,437.10 | 0.67 | 2,653.39 | 2,211,520.29 | 2,212,273.34 |
| FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025 | 3135G03U5 | 1,100,000.00 | AA+ | Aaa | 5/21/2020 | 5/26/2020 | 1,103,619.00 | 0.56 | 1,317.71 | 1,102,809.17 | 1,098,645.90 |
| FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025 | 3135G04Z3 | 485,000.00 | AA+ | Aaa | 9/17/2020 | 9/18/2020 | 486,726.60 | 0.42 | 94.31 | 486,441.66 | 481,259.20 |
| FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025 | 3135G04Z3 | 2,275,000.00 | AA+ | Aaa | 10/1/2020 | 10/5/2020 | 2,285,669.75 | 0.40 | 442.36 | 2,283,997.16 | 2,257,452.92 |
| FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025 | 3135G04Z3 | 2,065,000.00 | AA+ | Aaa | 8/3/2020 | 8/4/2020 | 2,075,758.65 | 0.39 | 401.53 | 2,073,755.77 | 2,049,072.66 |
| FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025 | 3135G04Z3 | 2,550,000.00 | AA+ | Aaa | 6/17/2020 | 6/19/2020 | 2,544,721.50 | 0.54 | 495.83 | 2,545,812.51 | 2,530,331.85 |
| FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025 | 3137EAEU9 | 1,545,000.00 | AA+ | Aaa | 7/21/2020 | 7/23/2020 | 1,537,305.90 | 0.48 | 2,575.00 | 1,538,752.76 | 1,524,673.98 |
| FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025 | 3135G05X7 | 1,545,000.00 | AA+ | Aaa | 8/25/2020 | 8/27/2020 | 1,537,769.40 | 0.47 | 2,027.81 | 1,538,990.36 | 1,523,581.67 |
| FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025 | 3137EAEX3 | 2,230,000.00 | AA+ | Aaa | 9/23/2020 | 9/25/2020 | 2,223,287.70 | 0.44 | 2,276.46 | 2,224,314.42 | 2,197,593.64 |
| FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025 | 3135G06G3 | 1,455,000.00 | AA+ | Aaa | 11/9/2020 | 11/12/2020 | 1,449,791.10 | 0.57 | 1,091.25 | 1,450,451.87 | 1,439,173.97 |
| FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025 | 3135G06G3 | 895,000.00 | AA+ | Aaa | 11/19/2020 | 11/24/2020 | 894,659.90 | 0.51 | 671.25 | 894,701.07 | 885,265.08 |
| Security Type Sub-Total | | 52,720,000.00 | | | | | 52,853,044.41 | 1.03 | 124,256.92 | 52,812,684.55 | 53,289,074.49 |
| Corporate Note | | | | | | | | | | | |
| CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021 | 17296LC3 | 595,000.00 | BBB+ | A3 | 11/20/2017 | 11/22/2017 | 599,063.85 | 2.72 | 1,102.40 | 595,365.10 | 600,410.34 |

Managed Account Detail of Securities Held

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------|--------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Corporate Note | | | | | | | | | | | |
| APPLE INC CORP NOTES DTD 02/09/2017 2.500% 02/09/2022 | 037833CM0 | 2,500,000.00 | AA+ | Aa1 | 1/7/2019 | 1/9/2019 | 2,462,900.00 | 3.01 | 24,652.78 | 2,492,659.01 | 2,529,865.00 |
| US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022 | 91159HHC7 | 2,145,000.00 | A+ | A2 | 5/30/2019 | 5/31/2019 | 2,174,558.10 | 2.49 | 18,947.50 | 2,151,830.28 | 2,184,373.62 |
| BB&T CORP (CALLABLE) NOTES DTD 03/21/2017 2.750% 04/01/2022 | 05531FAX1 | 1,425,000.00 | A- | A3 | 4/3/2018 | 4/5/2018 | 1,398,537.75 | 3.25 | 9,796.88 | 1,420,023.57 | 1,449,911.85 |
| NATIONAL RURAL UTIL COOP CORP NOTES DTD 04/25/2017 2.400% 04/25/2022 | 637432NM3 | 1,000,000.00 | A- | A1 | 4/3/2018 | 4/5/2018 | 972,650.00 | 3.12 | 4,400.00 | 994,496.76 | 1,015,918.00 |
| BANK OF NY MELLON CORP NOTES (CALLABLE) DTD 01/29/2018 2.950% 01/29/2023 | 06406RAE7 | 2,145,000.00 | A | A1 | 5/30/2019 | 5/31/2019 | 2,165,999.55 | 2.67 | 26,717.17 | 2,154,049.10 | 2,229,165.51 |
| AMAZON.COM INC BONDS DTD 06/06/2018 2.400% 02/22/2023 | 023135AW6 | 975,000.00 | AA | A1 | 8/28/2019 | 8/30/2019 | 996,381.75 | 1.75 | 8,385.00 | 985,102.54 | 1,007,151.60 |
| AMAZON.COM INC BONDS DTD 06/06/2018 2.400% 02/22/2023 | 023135AW6 | 1,450,000.00 | AA | A1 | 4/11/2019 | 4/15/2019 | 1,436,036.50 | 2.66 | 12,470.00 | 1,444,043.96 | 1,497,815.20 |
| HOME DEPOT INC CORP NOTES DTD 04/05/2013 2.700% 04/01/2023 | 437076AZ5 | 575,000.00 | A | A2 | 4/3/2018 | 4/5/2018 | 564,075.00 | 3.11 | 3,881.25 | 571,168.45 | 595,440.10 |
| PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024 | 717081ES8 | 2,070,000.00 | A+ | A2 | 4/2/2019 | 4/4/2019 | 2,095,316.10 | 2.68 | 17,980.25 | 2,083,654.75 | 2,201,699.61 |
| BLACKROCK INC CORP NOTES DTD 03/18/2014 3.500% 03/18/2024 | 09247XAL5 | 2,080,000.00 | AA- | Aa3 | 5/30/2019 | 5/31/2019 | 2,173,912.00 | 2.50 | 20,828.89 | 2,133,090.01 | 2,247,641.76 |
| MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024 | 61772BAA1 | 595,000.00 | BBB+ | A1 | 4/20/2021 | 4/22/2021 | 595,749.70 | 0.69 | 833.65 | 595,676.10 | 595,712.21 |
| MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024 | 61772BAA1 | 195,000.00 | BBB+ | A1 | 4/19/2021 | 4/22/2021 | 195,000.00 | 0.73 | 273.21 | 195,000.00 | 195,233.42 |
| JP MORGAN CHASE BANK CORP NOTE DTD 05/13/2014 3.625% 05/13/2024 | 46625HJX9 | 1,600,000.00 | A- | A2 | 8/28/2019 | 8/30/2019 | 1,714,256.00 | 2.02 | 7,733.33 | 1,669,630.98 | 1,734,036.80 |

Managed Account Detail of Securities Held

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|--------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Corporate Note | | | | | | | | | | | |
| JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024 | 46647PBS4 | 245,000.00 | A- | A2 | 9/9/2020 | 9/16/2020 | 245,000.00 | 0.65 | 466.62 | 245,000.00 | 244,912.29 |
| BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024 | 06051GJH3 | 1,200,000.00 | A- | A2 | 10/16/2020 | 10/21/2020 | 1,200,000.00 | 0.81 | 1,809.00 | 1,200,000.00 | 1,203,616.80 |
| HERSHEY COMPANY CORPORATE NOTES DTD 10/31/2019 2.050% 11/15/2024 | 427866BC1 | 1,215,000.00 | A | A1 | 5/4/2020 | 5/6/2020 | 1,274,778.00 | 0.94 | 3,182.63 | 1,259,562.44 | 1,268,475.80 |
| PACCAR FINANCIAL CORP CORPORATE NOTES DTD 02/06/2020 1.800% 02/06/2025 | 69371RQ66 | 1,255,000.00 | A+ | A1 | 5/11/2020 | 5/13/2020 | 1,275,117.65 | 1.45 | 9,098.75 | 1,270,303.37 | 1,288,541.13 |
| MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025 | 594918BB9 | 1,415,000.00 | AAA | Aaa | 3/23/2021 | 3/25/2021 | 1,516,073.45 | 0.83 | 14,751.38 | 1,508,614.72 | 1,514,166.03 |
| TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025 | 89236TGT6 | 530,000.00 | A+ | A1 | 5/20/2020 | 5/26/2020 | 535,178.10 | 1.58 | 3,657.00 | 533,973.68 | 547,218.11 |
| TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025 | 89236TGT6 | 730,000.00 | A+ | A1 | 5/20/2020 | 5/26/2020 | 737,132.10 | 1.58 | 5,037.00 | 735,473.18 | 753,715.51 |
| INTEL CORP CORPORATE NOTES DTD 03/25/2020 3.400% 03/25/2025 | 458140BP4 | 1,150,000.00 | A+ | A1 | 5/4/2020 | 5/6/2020 | 1,271,589.50 | 1.17 | 10,426.67 | 1,242,896.01 | 1,254,654.60 |
| CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025 | 172967MX6 | 390,000.00 | BBB+ | A3 | 4/27/2021 | 5/4/2021 | 390,000.00 | 0.98 | 605.77 | 390,000.00 | 389,470.38 |
| CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025 | 172967MX6 | 415,000.00 | BBB+ | A3 | 4/28/2021 | 5/4/2021 | 416,099.75 | 0.91 | 644.60 | 416,056.00 | 414,436.43 |
| GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025 | 38148LAE6 | 1,080,000.00 | BBB+ | A2 | 2/12/2021 | 2/17/2021 | 1,206,554.40 | 0.94 | 4,387.50 | 1,194,986.67 | 1,178,202.24 |

Managed Account Detail of Securities Held

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------|----------------------|---------------|-------------------|---------------|----------------|----------------------|----------------|---------------------|----------------------|----------------------|
| Corporate Note | | | | | | | | | | | |
| JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025 | 46647PCH7 | 270,000.00 | A- | A2 | 5/24/2021 | 6/1/2021 | 270,000.00 | 0.82 | 185.40 | 270,000.00 | 269,567.73 |
| BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025 | 110122DN5 | 565,000.00 | A+ | A2 | 6/17/2021 | 6/21/2021 | 559,372.60 | 0.98 | 565.00 | 559,407.64 | 560,630.29 |
| Security Type Sub-Total | | 29,810,000.00 | | | | | 30,441,331.85 | 2.04 | 212,819.63 | 30,312,064.32 | 30,971,982.36 |
| Certificate of Deposit | | | | | | | | | | | |
| SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022 | 83369XDL9 | 1,610,000.00 | A-1 | P-1 | 2/14/2020 | 2/19/2020 | 1,610,000.00 | 1.80 | 11,028.50 | 1,610,000.00 | 1,624,522.20 |
| SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022 | 86565CKU2 | 1,285,000.00 | A-1 | P-1 | 7/10/2020 | 7/14/2020 | 1,285,000.00 | 0.70 | 4,347.58 | 1,285,000.00 | 1,291,036.93 |
| NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022 | 65558TLL7 | 2,105,000.00 | AA- | Aa3 | 8/27/2019 | 8/29/2019 | 2,105,000.00 | 1.84 | 13,521.70 | 2,105,000.00 | 2,145,302.33 |
| SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022 | 83050PDR7 | 2,455,000.00 | A+ | Aa2 | 8/29/2019 | 9/3/2019 | 2,455,000.00 | 1.85 | 15,855.21 | 2,455,000.00 | 2,502,285.76 |
| DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022 | 23341VZT1 | 1,205,000.00 | AA- | Aa2 | 12/5/2019 | 12/6/2019 | 1,205,000.00 | 2.03 | 1,980.22 | 1,205,000.00 | 1,236,451.71 |
| CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023 | 22552G3C2 | 1,210,000.00 | A+ | A1 | 3/19/2021 | 3/23/2021 | 1,210,000.00 | 0.59 | 1,983.06 | 1,210,000.00 | 1,211,929.95 |
| Security Type Sub-Total | | 9,870,000.00 | | | | | 9,870,000.00 | 1.56 | 48,716.27 | 9,870,000.00 | 10,011,528.88 |
| Asset-Backed Security | | | | | | | | | | | |
| HART 2018-A A3 DTD 04/18/2018 2.790% 07/15/2022 | 44891KAD7 | 1,887.69 | AAA | Aaa | 4/10/2018 | 4/18/2018 | 1,887.41 | 2.79 | 2.34 | 1,887.62 | 1,889.12 |

Managed Account Detail of Securities Held

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|--|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Asset-Backed Security | | | | | | | | | | | |
| TAOT 2018-B A3 DTD 05/16/2018 2.960% 09/15/2022 | 89238TAD5 | 184,391.38 | AAA | Aaa | 5/9/2018 | 5/16/2018 | 184,388.63 | 2.96 | 242.58 | 184,390.61 | 185,242.62 |
| ALLYA 2018-3 A3 DTD 06/27/2018 3.000% 01/15/2023 | 02007JAC1 | 165,922.30 | AAA | Aaa | 6/19/2018 | 6/27/2018 | 165,910.95 | 3.00 | 221.23 | 165,918.46 | 166,416.27 |
| MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023 | 58772RAD6 | 166,669.68 | AAA | Aaa | 7/17/2018 | 7/25/2018 | 166,663.27 | 3.03 | 224.45 | 166,667.47 | 167,581.91 |
| NAROT 2018-B A3 DTD 07/25/2018 3.060% 03/15/2023 | 65479GAD1 | 268,554.86 | AAA | Aaa | 7/17/2018 | 7/25/2018 | 268,546.17 | 3.06 | 365.23 | 268,551.67 | 270,812.17 |
| HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023 | 43814WAC9 | 209,728.41 | AAA | NR | 2/19/2019 | 2/27/2019 | 209,722.78 | 2.83 | 214.33 | 209,726.03 | 212,029.15 |
| HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 333,412.74 | AAA | NR | 4/3/2019 | 4/10/2019 | 333,368.87 | 2.66 | 394.17 | 333,392.23 | 336,537.12 |
| HAROT 2019-2 A3 DTD 05/29/2019 2.520% 06/21/2023 | 43815MAC0 | 521,353.92 | NR | Aaa | 5/21/2019 | 5/29/2019 | 521,334.48 | 2.52 | 364.95 | 521,344.49 | 527,888.73 |
| COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023 | 14042WAC4 | 260,385.42 | AAA | Aaa | 5/21/2019 | 5/30/2019 | 260,332.67 | 2.51 | 290.47 | 260,357.36 | 263,459.45 |
| NAROT 2019-B A3 DTD 05/28/2019 2.500% 11/15/2023 | 65479HAC1 | 582,836.40 | NR | Aaa | 5/21/2019 | 5/28/2019 | 582,704.62 | 2.51 | 647.60 | 582,766.39 | 591,747.74 |
| CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024 | 14316LAC7 | 382,633.26 | AAA | NR | 4/9/2019 | 4/17/2019 | 382,594.15 | 2.68 | 455.76 | 382,611.72 | 388,617.45 |
| HAROT 2020-1 A3 DTD 02/26/2020 1.610% 04/22/2024 | 43813RAC1 | 850,000.00 | NR | Aaa | 2/19/2020 | 2/26/2020 | 849,833.40 | 1.61 | 380.14 | 849,887.32 | 861,738.25 |
| CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024 | 14315XAC2 | 560,000.00 | AAA | NR | 1/14/2020 | 1/22/2020 | 559,890.13 | 1.89 | 470.40 | 559,922.42 | 571,019.23 |
| HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025 | 43813GAC5 | 430,000.00 | NR | Aaa | 2/17/2021 | 2/24/2021 | 429,992.13 | 0.27 | 32.25 | 429,992.79 | 429,599.63 |
| HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025 | 44933LAC7 | 340,000.00 | AAA | NR | 4/20/2021 | 4/28/2021 | 339,964.23 | 0.38 | 57.42 | 339,965.66 | 339,909.39 |
| CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025 | 14316NAC3 | 255,000.00 | AAA | NR | 1/20/2021 | 1/27/2021 | 254,949.61 | 0.34 | 38.53 | 254,953.99 | 254,696.58 |

Managed Account Detail of Securities Held

| Security Type/Description Dated Date/Coupon/Maturity | CUSIP | Par | S&P Rating | Moody's Rating | Trade Date | Settle Date | Original Cost | YTM at Cost | Accrued Interest | Amortized Cost | Market Value |
|---|-----------|-------------------------|---------------|-------------------|---------------|----------------|-------------------------|----------------|---------------------|-------------------------|-------------------------|
| Asset-Backed Security | | | | | | | | | | | |
| CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026 | 14314QAC8 | 515,000.00 | AAA | NR | 4/13/2021 | 4/21/2021 | 514,889.02 | 0.52 | 119.02 | 514,893.49 | 515,681.55 |
| Security Type Sub-Total | | 6,027,776.06 | | | | | 6,026,972.52 | 1.89 | 4,520.87 | 6,027,229.72 | 6,084,866.36 |
| Managed Account Sub Total | | 156,662,776.06 | | | | | 157,779,349.81 | 1.49 | 593,615.65 | 157,561,233.14 | 160,188,051.09 |
| Securities Sub-Total | | \$156,662,776.06 | | | | | \$157,779,349.81 | 1.49% | \$593,615.65 | \$157,561,233.14 | \$160,188,051.09 |
| Accrued Interest | | | | | | | | | | | \$593,615.65 |
| Total Investments | | | | | | | | | | | \$160,781,666.74 |

Bolded items are forward settling trades.

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.
- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

GLOSSARY

- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 11, 2021

SUBJECT

Acceptance of the Hazard Mitigation Grant Award from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) to the City of Redwood City (City) for the Bradford Storm Drainage Pump Station Improvement Project and authorization to execute the agreement with Wood Rodgers, Inc.

RECOMMENDATION

1. Adopt a resolution of the City Council of the City of Redwood City 1) accepting the FY21-22 Hazard Mitigation Grant Program Award of \$809,925 for a total project budget of \$1,079,900 from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) and authorizing the City Manager to execute the grant award agreement and related contract documents; and 2) increasing Capital Outlay Funds – Storm Water Pump Station Rehabilitation budgeted expenditures by \$269,975 and the Other Restricted Donations/Grants Fund budgeted revenues by \$809,925 and budgeted expenditures by \$809,925 to accommodate the FY21-22 Hazard Mitigation Grant Program Award from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) and project implementation; and
2. By motion, approve and authorize the City Manager to execute the Agreement for Services for design and civil engineering consulting services of the Bradford Storm Drainage Pump Station Improvement Project with Wood Rodgers, Inc. of Sacramento in the amount of \$1,060,308, and authorize the City Manager or the City Manager's designees to increase the contract amount, if necessary, up to 10% of the amount awarded, not to exceed \$106,031.

STRATEGIC PLAN GUIDING PRINCIPLE

Public Safety

BACKGROUND

On February 10, 2014, the City Council approved, by motion, the agreement for professional services with Wood Rodgers, Inc. for storm system modeling, capacity, and condition assessment, and master planning services for the Eastern Low Lying Area (ELLA) Drainage Master Plan. The ELLA Drainage Master Plan includes the groundwork for a capital improvement program that prioritizes projects based on capacity, condition, funding levels, cost benefit ratios, and the City's level of service expectations.

The ELLA Drainage Master Plan prioritized the system pipeline and pump station improvements into first-tier Capital Improvement Projects to increase the capacity of the system to convey stormwater generated in 10-year, 30-year, and 100-year storm events.

The Bradford pump station watershed includes approximately 148 acres of developed commercial, industrial, and residential area. The Bradford watershed is discharged at a pump station located at the upstream end of the Redwood Creek open channel at Bradford Street, about 2,300 feet upstream of Highway 101, discharging into the creek. The existing pump station has four pumps total which includes two duty pumps, a low flow pump, and a sump pump. The sump pump capacity is 2,900 gallons per minute (GPM), the low flow pump capacity is 11,900 GPM, and two duty pumps have a capacity of 24,200 GPM. Total capacity is 63,200 GPM, however, one of the duty pumps is inoperable. The Bradford pump station currently has a 10-year storm event level of service (LOS). Additionally, approximately 3,600 linear feet of the storm pipe system feeding the pump station has less than a 10-year storm event LOS. The Bradford watershed closed conduit system, consists of a box culvert, plus branched systems extending both east and west consisting of 24"-48" reinforced concrete pipe (RCP).

The proposed Bradford Storm Drainage Pump Station Improvement Project (Project) includes a new pump station with new pumps with increased total capacity, a backup power generator, and improvements to the storm drain pipe system feeding the pump station. The pumps will be designed to provide lift to accommodate sea level rise over time. The new pump station capacity will provide a 100-year storm event LOS. Additionally, 3,930 linear feet of storm pipe feeding the pump station would be improved to 30-year storm event capacity. The combination of these two improvements results in complete removal of the surrounding floodplain for the 30-year storm event and will significantly reduce the extent and depth of flooding during the 100-year storm event in the lower Bradford watershed. This would bring the system up to a 100-year storm event LOS.

ANALYSIS

Since 2016, in accordance with the City Council's grant management directives, staff has been aggressively pursuing grant funding from FEMA to assist in accomplishing City capital improvement goals and objectives. The FEMA Hazard Mitigation Grant Program (HMGP) approves the City to implement phase one of the project. The Phase One actions include: data collection, topographic surveying, geotechnical investigation, CEQA review, preparation of a preliminary engineering report, and final design documentation. The City plans to complete Phase One prior to the completion date indicated on Attachment 2 and will move forward with approval for Phase Two (Construction) funding from FEMA / Cal OES. The high-value, highly competitive federal grant is managed through Cal OES with a cost-share requirement of 75% Federal and 25% City funds.

On August 4, 2021, staff received a letter of Notification of Application Approval from FEMA and Cal OES for the approval of the City’s phase one planning, design, and geotechnical investigation for a total project cost of \$1,079,900. The Federal share is fixed at 75% of the project cost, which is \$809,925; therefore, the City’s share of 25% of the Project cost is \$269,975. The City will have 12 months to complete the phase one activities and the completion date is currently August 4, 2022 as indicated on the approval letter in Attachment 2.

The duration to complete phase one deliverables and this grant funding amount are sufficient for work to take the Project up to phase two (Construction). In recognition of the terms and benefits, staff recommends that the grant be accepted.

City staff issued a request for proposals (RFP) for the Storm Drain Pump Station Improvements Project (Price Tract Pump Station and Bradford Pump Station) on April 18, 2017 to all consultant firms on the City’s pre-qualified list of firms. Proposals were received from the following three firms: Wood Rodgers, BKF Engineers, and Carollo Engineers. The proposals were evaluated by a five person staff panel and were based upon the proposal’s effectiveness and efficiency in supporting each of the following criteria below.

CRITERIA:

- Demonstrate success and range of experience in past projects
- Qualifications and experience of the designated Project Manager
- Qualifications of other key personnel assigned to the project team (other than the Project Manager)
- Demonstrated expert knowledge of Storm Drain Pump Stations Improvement Projects and construction standards, requirements and procedures
- Completeness of proposal content
- Approach, understanding, effective and innovative strategy (realistic solution proposed)
- Adequate personnel effort proposed
- Ability to provide quality control and management
- Ability to sign City’s Professional Services Design Agreement

PROPOSALS RANKING SUMMARY:

| CONSULTANTS | WOOD RODGERS | CAROLLO ENGINEERS | BKF ENGINEERS |
|--------------|--------------|-------------------|---------------|
| TOTAL POINTS | 285 | 283 | 262 |
| RANKING | 1 | 2 | 3 |

Based on the evaluations, including the above rankings for the written proposal review and oral presentation/interview session, staff recommend Wood Rodgers, Inc. based on their qualifications, experience, and overall ranking.

FISCAL IMPACT

If the \$1,079,900 grant award is accepted, the Finance Division will adjust the City Fiscal Year 2021-2022 budget to accommodate the grant and the capital project fund as follows:

- Appropriate \$269,975 of Fund balance in the Capital Outlay Fund to Storm Water Pump Station Rehabilitation fund 357- 83171 to provide for the City match portion of the grant and
- Increase budgeted revenue in the grants budget by a total of \$809,925 (Federal grant award)
- Increase budgeted expenditures in the Capital Outlay Fund – Storm Water Pump Station Rehabilitation Fund budget by \$1,079,900 (\$809,925 grant and \$269,975 City match).

ENVIRONMENTAL REVIEW

The grant acceptance and budget amendment proposed in this report do not constitute a “project” as defined by the California Environmental Quality Act (CEQA) section 15378 because the grant acceptance and budget amendment have no potential for resulting in either a direct or foreseeable physical change in the environment. This is not a project under CEQA. The appropriate level of CEQA review will be completed for projects resulting from this planning effort.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may choose not to accept the grant award from FEMA and Cal OES, and instead direct staff to use approved City Capital Outlay Fund – Storm Water Pump Station Rehabilitation to complete the proposed work.

ATTACHMENTS

Attachment A – Resolution approving an appropriation within the RWC Capital Project Fund – Storm Water Pump Station Rehabilitation Fund

Attachment B – Approval of Hazard Mitigation Grant Program (HMGP) Subapplication Letter dated August 4, 2021

Attachment C – Design Professional Services Agreement

Attachment D – Project Location Map

REPORT PREPARED BY:

Ahmad Haya, Senior Civil Engineer
ahaya@redwoodcity.org
(650) 780-7397

APPROVED BY:

Mark Muenzer, Community Development & Transportation Director
Alex Khojikian, Assistant City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY
1) ACCEPTING THE FY21-22 HAZARD MITIGATION GRANT PROGRAM
GRANT AWARD OF \$809,925.00 FOR A TOTAL PROJECT BUDGET OF
\$1,079,900.00 FROM THE FEDERAL EMERGENCY MANAGEMENT
AGENCY (FEMA) AND THE CALIFORNIA GOVERNOR'S OFFICE OF
EMERGENCY SERVICES (CAL OES) AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE GRANT AWARD AGREEMENT AND
RELATED CONTRACT DOCUMENTS; AND 2) INCREASING CAPITAL
OUTLAY FUNDS – STORMWATER PUMP STATION REHABILITATION
FUND BUDGETED EXPENDITURES BY \$269,975.00 AND THE OTHER
RESTRICTED DONATIONS/GRANTS FUND BUDGETED REVENUES BY
\$809,925.00 AND BUDGETED EXPENDITURES BY \$809,925.00 TO
ACCOMMODATE THE FY21-22 HAZARD MITIGATION GRANT PROGRAM
AWARD FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY
(FEMA) AND THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY
SERVICES (CAL OES) AND PROJECT IMPLEMENTATION**

WHEREAS, on February 10, 2014, the City Council approved, by motion, the agreement for professional services with Wood Rodgers, Inc. for storm system modeling, capacity, and condition assessment, and master planning services for the Eastern Low-Lying Area (ELLA). The ELLA Master Plan includes the groundwork for a capital improvement program that prioritizes projects based on capacity, condition, funding levels, cost benefit ratios, and the city's level of service expectations; and

WHEREAS, the ELLA Master Plan ranked storm water pump station improvement projects as the highest priority among the identified capital improvement projects; consequently, staff recommends they be implemented first. The Bradford storm drainage pump station was evaluated and determined to need improvements (Project); and

WHEREAS, since 2016, in accordance with the City Council's Grant Management directives, staff has been aggressively pursuing grant funding from FEMA to assist in accomplishing City capital improvement goals and objectives. The FEMA Hazard Mitigation Grant Program would allow the City to complete the Project work with no on-going impacts on the City finance and administration; and

WHEREAS, On August 4, 2021, staff received an Award Letter from FEMA and Cal OES approving a grant-funding budget for the total requested phase 1 Project cost of \$1,079,900.00. The Federal share is fixed at 75% of the Project cost, which is \$809,925.00; therefore, the City share of 25% of the Project cost is \$269,975.00; and

WHEREAS, the City Council wishes to accept the grant, authorize the City Manager to execute any required grant agreement and related contract documents, and transfer funding in order to facilitate construction of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

1. The City Council hereby accepts the FY21-22 Hazard Mitigation Grant Program award of \$809,925.00 from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES); and authorizes the City Manager to execute the Grant Award Agreement and related contract documents.

2. *Other Restricted Donations/Grants Fund budgeted* revenue shall be increased by \$809,925.00 and

3. *Capital Outlay Fund – Stormwater Pump Station Rehabilitation budgeted* expenditure will be increased by \$269,975.00 and the *Other Restricted Donations/Grants Fund budgeted* revenues by \$809,925.00.

4. The resolution shall be effective upon adoption.

* * *



FEMA

August 4, 2021

Mark S. Ghilarducci
 Director
 Governor’s Authorized Representative
 Governor’s California Office of Emergency Services
 3650 Schriever Avenue
 Mather, California 95655

Reference: Application Approval, HMGP DR-4407-295-163R
 City of Redwood City
 Bradford Storm Drainage Pump Station Improvement Project, Phase One
 FIPS Code: 081-60102, Supplement 114

Dear Mr. Ghilarducci:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the City of Redwood City (sub-recipient), HMGP DR-4407-295-163R, Bradford Storm Drainage Pump Station Improvement Project, Phase One.

The total project cost for Phase One is \$1,079,900. As shown in the enclosed Obligation Report - Supplement 114, we are obligating \$809,925 for the 75 percent Federal share; the 25 percent non-Federal share is \$269,975. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

| Project Phase: | Federal Share: | Non-Federal Share: | Total Project Cost: |
|------------------------------|-----------------------|---------------------------|----------------------------|
| Phase One, Supplement 114 | \$ 809,925 | \$ 269,975 | \$ 1,079,900 |

This HMGP project approval and obligation of funds are subject to the following conditions:

- 1. Scope of Work (SOW)** – The City of Redwood City proposes to implement Phase One of the Bradford Storm Drainage Pump Station Improvement Project at Bradford Street, Redwood City, San Mateo County, California (37.488860, - 22.227179). The project is being phased (Phase One - planning, design, and geotechnical investigation; Phase Two - construction). This EHP review covers Phase One actions: data collection, topographic surveying, geotechnical investigation, CEQA review, preparation of a preliminary engineering report, and final design documentation.

The Phase One geotechnical investigation would include two to four soil borings to a depth of 20 feet to 60 feet. No site preparation such as grading, grubbing, or vegetation removal is necessary. Staging would occur near the current pump station in an area that has been previously graded, and access would be directly from the previously established road adjacent to the station.

The following Phase One activities and deliverables are expected:

| Phase One Activity | Estimated Timeline |
|----------------------------|--------------------|
| Geotechnical Investigation | 8 Months |
| Final Engineering Designs | 12 Months |

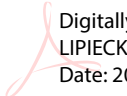
Please provide the above-referenced deliverables once completed to the assigned FEMA Hazard Mitigation Assistant (HMA) Specialist for review and inclusion within the official grant file.

2. **Phase One Completion Date** – The work schedule included with the project application indicates that Phase One will take 12 months to complete; therefore, the Phase One completion date is August 4, 2022. All Phase One project deliverables must be submitted to the assigned FEMA HMA Specialist by the Phase One completion date. Please inform the sub-recipient that work completed after this date is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the completion date when there is no approved time extension.
3. **Phase One Approval** – Please inform the sub-recipient that Phase Two approval is contingent on programmatic review and Environmental and Historical Preservation (EHP) approval. Phase Two activities may not commence until written approval has been received. Any Phase Two activities completed prior to approval may be de-obligated. In addition, if Phase Two is unapproved, federal funds may be de-obligated for previously completed Phase One activities.
4. **Record of Environmental Considerations (REC)** – This project has been determined to be Categorically Excluded (CATEX) from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. CATEX A4 (Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and CATEX A7 (The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. Please reference the enclosed REC for further information.
5. **Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions*, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact Aaron Lim, Hazard Mitigation Assistance Specialist, by email aaron.lim@fema.dhs.gov, or phone (510) 627-7036.

Sincerely,

KATHRYN J
LIPIECKI

 Digitally signed by KATHRYN J
LIPIECKI
Date: 2021.08.04 20:13:02 -07'00'

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (4):

Obligation Report - Supplement 114
Project Management Report
Record of Environmental Consideration (REC)
Standard Mitigation Grant (HMGP) Conditions

cc: Jennifer Hogan, State Hazard Mitigation Officer, California Office of Emergency Services
Andrew Gillings, Hazard Mitigation Grants Specialist, California Office of Emergency Services
Shelly Telfer, Hazard Mitigation Grants Manager, California Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

HAZARD MITIGATION GRANT PROGRAM

Project Management Report

| | | | | | |
|-----------------|---------------------|------------------|--------|-------|-----------|
| Disaster Number | FEMA Project Number | Amendment Number | App ID | State | Recipient |
| 4407 | 163-R | 0 | 295 | CA | Statewide |

Subrecipient: Redwood City

FIPS Code: 081-60102

Project Title : Redwood City, Bradford Storm Drainage Pump Station Improvement Project

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : Redwood City, Bradford Storm Drainage Pump Station Improvement Project

Recipient : Statewide

Subrecipient : Redwood City

Recipient County Name : San Mateo

Subrecipient County Name : San Mateo

Recipient County Code : 81

Subrecipient County Code : 81

Recipient Place Name : Redwood City

Subrecipient Place Name : Redwood City

Recipient Place Code : 0

Subrecipient Place Code : 60102

Project Closeout Date : 00/00/0000

Work Schedule Status

| Amend # | Description | Time Frame | Due Date | Revised Date | Completion Date |
|---------|---|------------|------------|--------------|-----------------|
| 0 | Ph I - Advertise RFQ for qualified consultants for final design | 1.5m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph I - Award Contract to Consultant for Scope Through | 1m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph I - Prepare 65% PS&E, CEQA & CEQA related studies | 4.5m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph I - Prepare 90% PS&E | 2.5m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Prepare Final Designs Permit Applications and 100% Final | 2.5m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph I - Submit Permit Applications | 1w | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph I - Receive Final Permit for Construction | 5m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph I - Award Project Construction Management Scope | 1.5m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph II - Issue Notice to Contractors | 1.5m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph II - Select Contractor and Award Project | 1.5m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph II - Construct Project | 11m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph II - Project CloseOut and Demobilization | 2m | 00/00/0000 | 00/00/0000 | 00/00/0000 |
| 0 | Ph II - Standard Value Grant CloseOut | 3m | 00/00/0000 | 00/00/0000 | 00/00/0000 |

Approved Amounts

| Total Approved Net Eligible | Federal Share Percent | Total Approved Federal Share Amount | Non-Federal Share Percent | Total Approved Non-Fed Share Amount |
|-----------------------------|-----------------------|-------------------------------------|---------------------------|-------------------------------------|
| \$1,079,900.00 | 75.000000000 | \$809,925.00 | 25.000000000 | \$269,975.00 |

Allocations

| Allocation Number | IFMIS Status | IFMIS Date | Submission Date | FY | ES/DFSC Support Req ID | ES/DFSC Amend Nr | Proj Alloc Amount Fed Share | Subrecipient Management Cost | Total Alloc Amount |
|-------------------|--------------|------------|-----------------|------|------------------------|------------------|-----------------------------|------------------------------|--------------------|
| 43 | A | 07/27/2021 | 07/27/2021 | 2021 | 3271424 | 20 | \$809,925.00 | \$0.00 | \$1,512,747.58 |
| Total | | | | | | | \$809,925.00 | \$0.00 | \$1,512,747.58 |

Project Management Report

| | | | | | |
|-----------------|---------------------|------------------|------------|-----------|------------------|
| Disaster Number | FEMA Project Number | Amendment Number | App ID | State | Recipient |
| 4407 | 163 - R | 0 | 295 | CA | Statewide |

Subrecipient: Redwood City

FIPS Code: 081-60102

Project Title : Redwood City, Bradford Storm Drainage Pump Station Improvement Project

Obligations

| Action Nr | IFMIS Status | IFMIS Date | Submission Date | FY | SFS Support App ID | SFS Amend Number | Suppl Nr | Project Obligated Amt - Fed Share | Subrecipient Management Cost | Total Obligated Amount |
|-----------|--------------|------------|-----------------|------|--------------------|------------------|----------|-----------------------------------|------------------------------|------------------------|
| 1 | A | 07/28/202 | 07/28/2021 | 2021 | 3707265 | 0 | 114 | \$809,925.00 | \$0.00 | \$809,925.00 |
| Total | | | | | | | | \$809,925.00 | \$0.00 | \$809,925.00 |

06:07:48

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-295-163 (Phase 1-Design/Geotech)

Title: Bradford Storm Drainage Pump Station Improvement Project (Phase 1 - Design/Geotech)

NEPA DETERMINATION

| | | |
|-------------------------------|-----------------------|-----------------------|
| Non Compliant Flag: No | EA Draft Date: | EA Final Date: |
| EA Public Notice Date: | EA Fonsi | Level: CATEX |
| EIS Notice of Intent | EIS ROD Date: | |

Comment The City of Redwood City proposes to implement Phase 1 of the Bradford Storm Drainage Pump Station Improvement Project at Bradford Street, Redwood City, San Mateo County, California (37.488860, -122.227179). The project is being phased (Phase 1 - planning, design, and geotechnical investigation; Phase 2 - construction). This EHP review covers Phase 1 actions: data collection, topographic surveying, geotechnical investigation, CEQA review, preparation of a preliminary engineering report, and final design documentation.

The Phase 1 geotechnical investigation would include two to four soil borings to a depth of 20 FT to 60 FT. No site preparation such as grading, grubbing, or vegetation removal would be necessary. Staging would occur near the current pump station in an area that has been previously graded, and access would be directly from the previously established road adjacent to the station.

This project has been determined to be Categorically Excluded (CATEX) from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. CATEX A4 (Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and CATEX A7 (The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - amillers - 06/24/2021 16:14:00 GMT

CATEX CATEGORIES

| Catex Category Code | Description | Selected |
|---------------------|---|----------|
| a4 | (a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities. | Yes |
| a7 | (a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure. | Yes |

EXTRAORDINARY

06:07:48

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-295-163 (Phase 1-Design/Geotech)

Title: Bradford Storm Drainage Pump Station Improvement Project (Phase 1 - Design/Geotech)

| Extraordinary Circumstance Code | Description | Selected ? |
|---------------------------------|--|------------|
| | No Extraordinary Circumstances were selected | |

ENVIRONMENTAL LAW / EXECUTIVE ORDER

| Environmental Law/ Executive Order | Status | Description | Comment |
|---------------------------------------|-----------|--|---|
| Clean Air Act (CAA) | Completed | Project is located in a non-attainment area | The project is located in San Mateo County that is within a nonattainment area for PM-2.5 (2006) and 8-Hour Ozone (2008 and 2015) according to the U.S. Environmental Protection Agency (USEPA): https://www3.epa.gov/airquality/greenbook/anayo_ca.html updated 05/31/2021. Based on the scope of work, the potential emissions from project activities are clearly below "de minimis" thresholds for the General Conformity Rule. Thus, the project is exempt from a conformity determination. See Condition. - amillers - 06/24/2021 16:16:13 GMT |
| | Completed | Coordination required with applicable state administering agency - Review concluded | |
| Coastal Barrier Resources Act (CBRA) | Completed | Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded | |
| Clean Water Act (CWA) | Completed | Project would not affect any water of the U.S. - Review concluded | |
| Coastal Zone Management Act (CZMA) | Completed | Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded | |
| Executive Order 11988 - Floodplains | Completed | Located in floodplain or effects on floodplain/flood levels | The project is located within an AE zone, a Special Flood Hazard Area (100-year floodplain, base floodplain), per Flood Insurance Rate Map (FIRM) panel 06081C0301F, dated 04/05/2019. The proposed action is not likely to result in any potential direct impacts that would adversely affect the natural values and function of floodplains. Initial Disaster Public Notice was published on 11/12/2018. - amillers - 06/24/2021 16:17:24 GMT |
| | Completed | No adverse effect on floodplain and not adversely affected by the floodplain - Review concluded | |
| Executive Order 11990 - Wetlands | Completed | No effects on wetlands and project outside wetlands - Review concluded | Per the U.S. Fish and Wildlife Service Wetland Mapper viewed on 06/21/2021, the project is located outside of wetlands |

06:07:48

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-295-163 (Phase 1-Design/Geotech)

Title: Bradford Storm Drainage Pump Station Improvement Project (Phase 1 - Design/Geotech)

| Environmental Law/ Executive Order | Status | Description | Comment |
|---|-----------|---|---|
| | | | and not likely to result in any potential direct impacts that will adversely affect wetlands. - amillers - 06/24/2021 16:17:39 GMT |
| Executive Order 12898 - Environmental Justice for Low Income and Minority Populations | Completed | Low income or minority population in or near project area | The actions associated with this project will not result in any disproportionately high or adverse impact on low income or minority populations. - amillers - 06/24/2021 16:17:54 GMT |
| | Completed | No disproportionately high and adverse impact on low income or minority population - Review concluded | |
| Endangered Species Act (ESA) | Completed | Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action | Based on the type of activities as described in the scope of work, this project has been determined to have no effect on Federally listed threatened and endangered species or critical habitat. See attached No Effect Determination Memorandum. - amillers - 06/24/2021 16:14:23 GMT |
| | Completed | No effect to species or designated critical habitat (See comments for justification) - Review concluded | |
| Farmland Protection Policy Act (FPPA) | Completed | Project does not affect designated prime or unique farmland - Review concluded | |
| Fish and Wildlife Coordination Act (FWCA) | Completed | Project does not affect, control, or modify a waterway/body of water - Review concluded | |
| Migratory Bird Treaty Act (MBTA) | Completed | Project located within a flyway zone | Activities associated with this Undertaking do not have the potential to take migratory birds. - amillers - 06/24/2021 16:16:37 GMT |
| | Completed | Project does not have potential to take migratory birds - Review concluded | |
| Magnuson-Stevens Fishery Conservation and Management Act (MSA) | Completed | Project not located in or near Essential Fish Habitat - Review concluded | |
| National Historic Preservation Act (NHPA) | Completed | Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded | This review is for installation of one geotechnical boring (coring) to facilitate engineering/design development for the Undertaking only. This review was conducted by Zackery Cruze, who meets the Secretary of the Interior's professional qualifications for archaeology per Stipulation I.B.1.a of the 2019 Programmatic Agreement among FEMA, |

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-295-163 (Phase 1-Design/Geotech)

Title: Bradford Storm Drainage Pump Station Improvement Project (Phase 1 - Design/Geotech)

| Environmental Law/ Executive Order | Status | Description | Comment |
|---------------------------------------|-----------|---|--|
| Wild and Scenic Rivers Act (WSR) | Completed | Project is not along and does not affect Wild and Scenic River - Review concluded | the California State Historic Preservation Officer (SHPO), and the California Governor's Office of Emergency Services (Cal OES) executed on October 29, 2019 (Agreement). The proposed Undertaking meets Programmatic Allowance II.A.5.b (geotechnical coring, possessing low archaeological potential), and per Stipulation II.A.1 of the Agreement, no review by or notification to the SHPO is needed. - zcruze - 06/15/2021 19:37:51 GMT |

CONDITIONS

Special Conditions required on implementation of Projects:

The Subgrantee is responsible for complying with all applicable subparts of the Clean Air Act. Failure to comply with this condition may jeopardize federal assistance, including funding. Any change to the approved scope of work will require re-evaluation for compliance with the Clean Air Act.

Source of condition: Clean Air Act (CAA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Standard Mitigation Grant Program (HMGP) Conditions FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

**AGREEMENT FOR SERVICES
[Wood Rodgers, Inc.]**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20__ (the "Effective Date"), by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and Wood Rodgers, Inc., a California corporation ("Consultant").

RECITALS

- A. City requires the services of an engineering consulting firm.
- B. Consultant has the necessary experience in providing such services.
- C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.
- D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated herein by reference. City will have the right to modify the scope of work to delete tasks in whole or in part. Any individuals listed as "Key Personnel" on Exhibit "A" will perform the roles ascribed to them in Exhibit "A". Consultant may not change the list of Key Personnel without the prior written consent of the City.
2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area. Consultant will also use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will begin on the Effective Date and will end when Consultant has performed the Services completely.
4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that City, in its discretion, may grant reasonable extensions when performance of the Services is delayed due to unusually lengthy governmental reviews or other unexpected, unavoidable circumstances. Such circumstances will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City will pay to Consultant a not-to-exceed amount of One Million Sixty Thousand Three Hundred and Eight Dollars (\$1,060,308.00) for the completion of all the work and services described herein, which sum will include all costs or expenses incurred by Consultant, payable as set forth in Exhibit "A". City will have the authority to withhold a 10% retention until it has accepted all of the Services as complete.

6.1 Consultant must submit applications for payment that contain the following:

6.1.1. A clear, detailed invoice reflecting Services for which Consultant is billing City;

6.1.2. A summary sheet showing hourly rates (if applicable);

6.1.3. Number of hours worked;

6.1.4. Percentage of Services completed to date;

6.1.5. Amount/percent billed to date;

6.1.6. Current status of all tasks within a project;

6.1.7. Any backup documentation reasonably necessary to substantiate the preceding items; and

6.1.8. Any changes to the anticipated work schedule.

6.2. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its officers, agents, employees, consultants, or subcontractors (collectively, "Consultant Personnel"). City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or any Consultant Personnel. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Consultant or any Consultant Personnel for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide services under this Agreement will not be considered employees of City for any purposes.

8. Labor Code Prevailing Wage. To the extent required by law, Consultant will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages. When prevailing wage rules are applicable, the following provisions apply:

8.1. No less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Services under this Agreement will be paid to all workers, laborers and mechanics employed in the execution of the Services by the Consultant or any subcontractor doing or contracting to do any part of the Services.

8.2. The appropriate determination of the Director of the California Department of Industrial Relations will be filed with and available for inspection at City offices.

8.3. Consultant will post, at each job site, a copy of the prevailing rate of per diem wages.

8.4. The Consultant will forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Consultant.

9. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of the City Manager or their designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the subcontractor's acts and omissions as Consultant is for the acts and omissions of persons directly employed by Consultant. Such responsibility will include responsibility for the acts and omissions of the subcontractor's officers, employees, consultants, subcontractors, and agents. Nothing contained in this Agreement will create any contractual relationship between City and any subcontractor, and Consultant will be responsible for paying subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement that bind Consultant unless specifically noted to the contrary in the subcontract and approved in writing by the City Manager or their designee.

10. Other Consultants. City reserves the right to employ other consultants in connection with the Services.

11. Indemnification.

11.1 Consultant will defend, indemnify and hold harmless (collectively "Indemnify") City and its officers, boards and commissions, agents, employees and volunteers (collectively "Indemnitees") from and against all claims, damages, losses and expenses including attorney fees (collectively "Losses") that arise out

of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or any Consultant Personnel or anyone for whose acts any of them may be liable. Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

11.2 Notwithstanding Consultant's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from Consultant, if City chooses to do so.

11.3 Consultant agrees to pay any and all costs City incurs enforcing the provisions set forth in this Section 11.

11.4 Subsection 11.1 notwithstanding, in accordance with California Civil Code Section 1668, as amended, nothing in this Agreement will be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

11.5 Nothing contained in this Agreement will be construed to require Consultant to Indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.8, as amended. To the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as amended, such duties of Consultant to indemnify will not apply when to do so would be prohibited by California Civil Code Section 2782 as amended.

11.6 The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation plan is included as a loss, expense or cost for the purposes of this Section 11.

11.7 Acceptance by City of Consultant's services and duties will not operate as a waiver of City's rights under this Section 11.

11.8 The parties expressly agree that this Section 11 will survive the expiration or early termination of the Agreement.

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

12.1 Coverages and Limits. Consultant, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

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

12.1.2 Business Automobile Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles. For on-call services agreements, the Business Automobile Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.3 Workers' Compensation Insurance. Consultant will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

12.1.4 Employer's Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

12.1.5 Professional Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

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

12.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

12.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

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

13. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, including any extension terms.

14. Ownership of Documents. If Exhibit "A" or any task order or purchase order under this Agreement lists a document, report, or other material as an item to be provided by Consultant to City (a "Deliverable"), such Deliverable will be and remain the property of City. Consultant will provide a copy of all Deliverables to City in their native format. Consultant may retain one copy of any Deliverable for its internal records, but it may not use a Deliverable for any other purpose without the prior written consent of City. Any reports and other material prepared by or on behalf of Consultant under this Agreement that are not Deliverables (collectively, the "Consultant Documents") will be and remain the property of Consultant. City may request copies of Consultant Documents, and to the extent Consultant agrees to provide copies of such Consultant Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Consultant.

15. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Such records will not be Deliverables prepared for City and will be Consultant Documents for purposes of this Agreement. Nothing herein will convert such records into public records, and they will be available only to City and any specified public agencies. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow City to inspect of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

16. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City, and Consultant relinquishes all claims to the copyrights in favor of City.

17. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:

City of Redwood City
Attention: City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7000

For Consultant:

Dan Matthies
Vice President
180 Grand Avenue, Suite 400
Oakland, CA 94612
(510) 208-0342

Except as otherwise stated, all notices provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

18. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any Consultant Personnel, Consultant or Consultant Personnel will complete and file with the City Clerk the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of all Consultant Personnel, warrants by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor any Consultant Personnel have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with City an affidavit disclosing this interest.

19. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

20. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination.

21.1 Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

21.2 If Consultant fails or refuses to perform any of the provisions of this Agreement, and if Consultant does not cure the default within five (5) days of the City providing a written notice specifying the nature of the default, City may terminate this Agreement immediately by giving written notice to Consultant.

21.3 If City materially fails or refuses to perform any of the provisions of this Agreement, and if City does not cure the default within thirty (30) days of Consultant providing a written notice specifying the nature of the default, Consultant may terminate this Agreement immediately by giving written notice to City.

21.4 Within ten (10) days of termination pursuant to this Section 21 or of the natural expiration of this Agreement, Consultant will assemble any Deliverables without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the amount payable under this Agreement. City will determine the final payment amount based upon the value of the work product delivered to City and the percentage of the Services performed.

22. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, Consultant may be subject to criminal prosecution for fraud. Consultant also acknowledges that California Government Code sections 12650 *et seq.* (the False Claims Act), as amended, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding. As a result of such proceeding, Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California. The Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

25. Successors and Assigns. This Agreement will be binding upon the Parties and

their respective successors and assigns. Consultant may not assign this Agreement, nor any part of it, nor any monies due or to become due under it without the prior written consent of City, which City may withhold in its sole discretion.

26. Paragraph Headings. Headings in this Agreement are for convenience only and are not part of any provision in this Agreement. No heading will be construed to change the meaning of any provision.

27. Entire Agreement; Conflicts. This Agreement, together with any other written document referred to or contemplated by it, along with any purchase order or task order for this Agreement, embodies the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any purchase order or task order and any other attachment or exhibit.

28. Amendments. This Agreement may only be amended, modified, waived or discharged in a writing signed by both Parties.

29. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

30. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

(Signature Page Follows)

CITY:

City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

Pamela Aguilar, City Clerk

CONSULTANT:

Wood Rodgers, Inc.
180 Grand Avenue, Suite 400

Oakland, CA 94612

*By: _____

**By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

[Itemized List of what Consultant will do for City and at what price and schedule.] See attached Exhibit "A".

[Exhibit A on Following Page]



Proposal for Storm Drain Pump Station Improvements Projects

BRADFORD PUMP STATION

Consultant will perform design of improvements for the Bradford Storm Drainage Pump Station Improvement Project and for approximately 3,900 lineal feet of storm drain pipe near the pump station.. Consultant will provide civil, mechanical, structural, hydraulic and hydrology engineering, surveying, as well as all project management services. Consultant will also manage the subconsultant team comprised of:

1. Horizon Water and Environment (Horizon) - environmental specialist subconsultant
2. Northwest Hydraulic Consultants (NHC) - hydraulic modeling subconsultant
3. Subtronic - utilities locating subconsultant
4. Corrpro - corrosion engineering subconsultant
5. TJCAA - electrical integration and controls engineering subconsultant
6. GSB Architecture - architectural subconsultant

If substitution, addition, or deletion of any of the subconsultant firms is desired, Consultant will issue a written request to the City and the team change will only occur under written authorization by the City Engineer.

SCOPE OF WORK

Task 1 – Project Management

The Consultant will provide the project management and coordination necessary to design, bid, construct, and perform startup and commissioning of the Bradford Pump station. As show on **Attachment 1** to this Exhibit A, the design phase is scheduled to be 8 months in duration with 100% final design completion by June 1, 2022. Design will be followed by a 45-day bid and contractor selection phase, and construction occurring in the fall of 2022 through winter of 2023.

Task 1.1 – Facilitate and Attend Kickoff Meeting

A kick-off meeting with the City and other stakeholders will be held. The Consultant will attend this meeting and prepare an agenda of discussion topics. Meeting minutes summarizing the items discussed, as well as a list of action items assigned, will be prepared by the prime consultant. The Consultant Principal-in-charge and Project Manager will attend the kick-off meeting. The overall project objectives, schedule, deliverables, and work plan will be discussed.

Task 1.2 – Perform Routine Coordination

Under this task, the Consultant will perform routine coordination with the City, stakeholders, subconsultants and its internal team in order to facilitate design of the pump station improvements. Bi-weekly progress update emails will be dispersed the City project management team throughout the design phase of the project.

Task 1.3 – Prepare Monthly Status Reports and Invoicing

At the end of each month, the Consultant will prepare a budget/status report outlining the work items performed during the reporting period; budget, schedule, and work progress with respect to the project baseline; and a discussion of upcoming activities scheduled to occur in the subsequent work period. A monthly invoice will be provided with the budget/status report which will include billing for the month, project billing total to date, and remaining budget. Regular coordination with the City, sub-consultants and other stakeholders, is included as a part of this task.



Proposal for Storm Drain Pump Station Improvements Projects

BRADFORD PUMP STATION

Task 1.4 – Attend Project Coordination Meetings with City

The Consultant will attend meetings, prepare meeting notes and agendas for the meetings, and will facilitate the meetings. This Scope of Work anticipates 7 meetings with the City for Tasks 3, 4 and 6. Task 3 anticipates three meetings to kick off the alternatives analysis, to go over the alternatives analysis results and preliminary engineering draft report (a.k.a. basis of design report). Task 4 includes three design review meetings at the 60%, 90%, and 100 % (Final) design stages. Task 6 includes the pre-bid meeting.

The kickoff meeting is covered in Task 1.1. Task 5 meetings are covered in Task 5.1.

Task 1.5 – Grant Support Meeting

Under this task, the Consultant will attend meetings with the City, Cal OES, and stakeholders to provide support services associated with the Hazard Mitigation Grant Program (HMGP).

Task 1.6 – Constructability and Value Engineering Review

Under this task, the Consultant will attend constructability and / or value engineering meeting with the City, and a third-party reviewer. The Consultant will incorporate review comments within the next plans, specification, and cost estimate submittal within Task 4.

Task 2 – Surveying and Utilities Research and Geotechnical Investigation Report

Task 2.1 – Gather and Review Utilities Information (City to Provide)

The Consultant will review record drawings and utility information provided by the City for the pump station location. The City will also contact area utility companies for schematic information regarding underground utility information within the location of the project site. The City will coordinate with the utility agencies for utility relocation as required. Utility locating and potholing is included in Task 2.2 and 2.5 and is further described in those sections of the SOW. The collected data will be used for the preparation of the Project Base Map in Task 2.4.

Task 2.2 – Utility Locating

The utilities locating subconsultant will perform onsite utility locating survey at the Bradford Pump Station. The utility locating survey includes 13,000 square feet area at the Bradford Pump Station site and 150 lineal feet along Bradford Street.

To ensure accuracy and completeness of the utility locating survey, the utilities locating subconsultant will use multiple methods of detection including active locating, passive locating and ground penetrating radar. Radio detection receiver/transmitter equipment (RD 8100 or equal) will be used. It is a highly sensitive pipe and cable locator capable of detecting electromagnetic fields emitted by conductors energized by the transmitter (active locating) and from current carrying cables and ultra-low frequency radio waves present on some buried conductors (passive locating). Other passive locating equipment used by the utilities locating subconsultant includes an induction instrument (Fisher TW6 or equal), which is capable of defining the presence of pipelines, reinforced concrete foundations and other buried metal objects. The entire site will then be scanned by the utilities locating subconsultant using Ground Penetrating Radar to detect any unknown utilities with no surface indicators. Ground Penetrating Radar is a scanning instrument capable of detecting changes in the conductive properties of the soil and buried objects and graphically portraying their presence on a screen in real time. Some trench lines can be identified by breaks in the soil stratification and nonconductive materials where there is sufficient contrast between them and the backfill material.



Proposal for Storm Drain Pump Station Improvements Projects

BRADFORD PUMP STATION

The utilities locating subconsultant will use marking paint while on-site to show where the utilities are located. The utilities locating subconsultant will perform an on-site utility survey using RTK GPS or total station methods. Utility survey shall be on the California State Plane Zone III coordinate system and NAVD 88 vertical datum.

Deliverables:

- Utility Map (ACAD & PDF)

Task 2.3 – Gather and Review City SCADA and System Info

The Consultant understands that the City contracts with TELSTAR Instruments (TELSTAR) for process control at its pump stations and will work with TELSTAR to understand the City's existing Supervisory Control and Data Acquisition (SCADA) system and specific compatible equipment within the construction contract documents.

Task 2.4 – Perform Topographic Surveying and Mapping

The Consultant will provide a topographic survey for the Pump Station project site to develop a basis for the site improvements.

The Consultant will develop a base map. The base map will include features that represent the underlying foundation information in which the project is based upon. The Consultant will prepare the topographic base mapping for the project. Surface features necessary for the plans (e.g. drain inlets, trees, water valves, etc.), utility information and base mapping approximately 20 feet beyond the limits of the project shall be included. Examples of base map information includes, but is not limited to, aerial imagery, street network information, elevation datasets, utilities locations, and boundaries such as parcel lines, and City limits. The Consultant recommends maintaining the features of the base map using both CAD drawings in ground coordinates, and a standard GIS projection such as California State Plane Zone 3 US Survey Feet to ensure that the information is compatible with other GIS platforms and applications. The boundary information developed in **Task 2** will be incorporated into the base map.

Office Survey

The prime consultant's survey office staff consists of a professional land surveyor (LS), a survey coordinator, and a survey office technician (LSIT). The Consultant will work to ensure that the field survey crew has the data needed to perform both accurate and precise topographic and boundary surveys. The Consultant will prepare the field surveyor's daily planning information and site field survey instructions. These instructions ensure that the field crew has all the equipment, material, and access information to safely perform the field survey. The office survey staff is accessible to the survey crew via telephone, text, email, and Trimble "Access" software. The office survey staff will calculate the record right-of-way and boundary mapping information within an AutoCAD Civil 3D 2015 drawing. The collected field survey coordinate point information shall be downloaded and combined with the record right-of-way and boundary information by the prime consultant.

Field Survey

The prime consultant's field survey crew consists of two highly experienced men who have completed and passed the union journeyman certifications. They are equipped with the latest in modern surveying equipment. This includes Trimble R8 GPS base and rover receivers, a Trimble S6 robotic total station, a digital level, plus standard supporting and safety. The field crew will establish the site survey coordinate control from NGS monuments based on the California Coordinate System, NAD 83, NAVD 88 coordinates utilizing GPS equipment. They will also search, recover, and tie record boundary and right-of-way monumentation. Finally, the prime consultant's survey crew will interview with the survey office staff to discuss the project activities and field notes at the end of each day.



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Deliverables will be in an ESRI GIS database and Civil 3D drawings.

Deliverables:

- Topographic Base Map: (1) Hard Copy and (1) electronic Adobe Acrobat (PDF) copy.

Task 2.5 – Perform Potholing for Existing Utilities

The utilities locating subconsultant will perform potholing of buried utilities. The utility will be exposed using vacuum excavation. The point of excavation will be marked by others. Measurements will be taken to the top of the utility. Excavated material will be removed from site, the pothole will be backfilled with CDF and the surface hot asphalted where applicable.

The utilities locating subconsultant will:

- Provide all special equipment, skilled personnel and supplies necessary to perform utility location services utilizing air/vacuum, dust-controlled soil extraction methods.
- Acquire all necessary permits from the District, City, County or other jurisdiction to work in the streets, roads and right of ways associated with the above project. The actual cost of each permit will be charged directly to client
- Comply with all applicable subsurface utility damage prevention laws, including pre-marking prospective work areas and notify USA 48 hours prior to start of work.
- Provide traffic control, including materials, labor and equipment, in accordance with the requirements of the appropriate jurisdictions.
- Neatly cut and remove existing pavement, generally 12" square for depths to 10 feet.
- Remove the soil above the utility using vacuum excavation and compressed air to loosen the material, in order to safely expose the top of the utility.
- Measure to 1/4 of one inch to the top of the utility from original ground surface.
- Backfill with CDF and re-surface with hot asphalt in paved areas.
- Furnish and install PK nails and/or high visibility "whiskers" or stakes directly above the center-line of the utility.
- Provide a table that indicates the utility reference number, description of the utility including size and material where ascertainable and depth to top of the utility.

Deliverables:

- 8 Pothole reports for up to 2 potholes (to 5 ft.) and up to 6 potholes (to 9 ft.).

Task 2.6 – Obtain ROW and Preliminary Title Reports

The Consultant will perform Right-of-Way (ROW) research by gathering information for property boundary, easements, and datum control monumentation and utility/infrastructure data. The Consultant will research record maps filed within the City recorder's office, and San Mateo County GIS information. The collected data will be used for the preparation of the Project Base Map. The SOW assumes that the City will provide Preliminary Title Reports for each of the Project sites at the City's cost.

Task 2.7 – Develop Survey Base Map

A boundary survey will be completed for the local parcels by the Consultant. The Consultant will research available record maps, deeds, and other title information to prepare a base map for the subject property. All record



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easements identified in the current title report or on a record map will be plotted by the Consultant. All found monuments will be shown on the Survey Base map.

Deliverables:

- Survey Base Map: (1) Hard Copy and (1) electronic Adobe Acrobat (PDF) copy.

Task 2.8 – Perform Geotechnical Investigation and Analysis

A site-specific geotechnical investigation will be performed for the pump station site by the geotechnical subconsultant. The geotechnical subconsultant initially will conduct an office study in-depth review and evaluation of existing geotechnical report information available. Subsurface exploration and testing will consist of: two 60-foot deep mud rotary geotechnical boring will be performed at the pump station site to provide more updated geotechnical information for use in current analyses, driller coordination, utility marking, and laboratory testing. Geotechnical analysis of the boring test results will include: capacity of existing foundations, settlement analyses, liquefaction, analyses, foundation recommendations and design parameters, and seismic loading criteria. The findings of the geotechnical study and borings will be summarized in a geotechnical design memorandum. Prior geotechnical reports will be referred to and included in the appendices of the geotechnical design memorandum. The memorandum will make foundation and pavement recommendations for use during design.

Deliverables:

- Draft and Final Geotechnical Design Report: Five (5) hard-copies and one (1) electronic Adobe Acrobat (PDF) copy will be provided for each Draft and Final submittal.

Task 2.9 – Pump Station Physical Hydraulic Model

The hydraulic modeling subconsultant will perform physical modeling of the proposed Bradford Pump Station. The physical hydraulic modeling objective is to evaluate the intake geometry and approach hydraulics for the pumps. Physical hydraulic modeling is necessary to comply with ANSI-HI 9.8 Hydraulic Institute Intake Design (2018) standards 9.8 and 9.6.6.

The model will be designed to simulate the new proposed influent storm drain, the sluice gate opening (gate will not be used to control flow), the baffle wall, and the pump bays. All four duty pumps and the low flow pump will be represented in the model. The physical modeling will be performed in at hydraulic modeling subconsultant's laboratory located in Canada. Witness testing will be performed via a 2-hour video conference.

Hydraulic modeling will include the following subtasks:

1. Model Design and Construction
2. Model Testing
3. Reporting
4. Model Dismantling and Disposal

Deliverables:

- Physical model layout drawings
- Photos of the completed model
- Model testing video
- Video conference witness testing
- One (1) electronic Adobe Acrobat (PDF) copy will be provided for each Draft and Final Hydraulic Model Technical Memorandum submittal.



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Task 2.10 – Environmental Compliance Memorandum

The environmental specialist subconsultant will provide environmental consultation services for design and construction of the Bradford Pump Station. The environmental specialist subconsultant's scope includes conducting a preliminary site visit to identify regulatory jurisdictional areas and assess potential environmental compliance and permitting requirements for the project area. This approach will help integrate potential impact avoidance and protective biological measures with the design process to keep the project moving forward on schedule. A certified wetland practitioner will conduct the site visit to help identify potential wetland indicators and whether a permit from the USACE/RWQCB would be necessary. In addition, the environmental specialist subconsultant will assess biological conditions at the site, and as necessary, map sensitive and regulated habitats and assess habitat suitability for, and likelihood of occurrence of, special-status species. Other site conditions will be assessed to evaluate whether USFWS or CDFW authorization would be required.

Following the site assessment, the environmental specialist subconsultant will develop a brief memorandum summarizing which federal, state, and local regulatory permits may be required depending on the project design and construction footprint. The memorandum will also discuss our team's recommended CEQA compliance approach.

Based on a high-level desktop review of probable federal and state jurisdictional areas and preliminary design concepts, a preliminary approach to avoid and streamline the environmental permit process has been identified through specific design features and site considerations which will enable the project to qualify for a CEQA Categorical Exemption under Section 15303, Class 3(d), New Construction or Conversion of Small Structures, which includes construction of new, small utility systems and/or facilities. The City will then prepare a Notice of Exemption (NOE) pursuant to CEQA as a categorical exemption.

If this project does not qualify for CEQA Categorical Exemption, then additional CEQA Services and environmental permits are still required, then the environmental specialist subconsultant will outline a strategy and approach to obtain the required permits under the scope of Task 8.1 - Additional CEQA Environmental Permitting Services.

Deliverables:

- Draft and Final Environmental Technical Memorandum

Task 3 - Alternatives Analysis and Preliminary Engineering Report

The consultant team will prepare a Preliminary Engineering Report (a.k.a. Basis of Design Technical Memorandum) to summarize assumptions, findings, recommendations, and design criteria based on design standards and codes for the Pump Station Improvements, for City review.

Task 3.1 – Alternatives Analysis

The Alternatives Analysis will begin with the site reviews of the Bradford Pump Station already conducted by the consultant team. The consultant team will evaluate the pump station to understand the potential alternatives for replacing the pump station. An Alternatives Analysis Report will be prepared to evaluate the potential benefits of up to two configurations replacement at the pump station.

Alternatives Analysis for demolition, salvaging or rehabilitating the existing Bradford Pump Station will not be considered.

The Alternatives Analysis will use preliminary design techniques to verify that only the minimum improvements required to meet the desired design performance are built. In the ELLA DMP, the recommendations are based on the preliminary assessments only.



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This will provide the City with the most efficient use of their funds and resources to meet the required capacities.

Deliverables:

- Draft and Final Alternatives Analysis Reports: Five (5) hard-copies and one (1) electronic Adobe Acrobat (PDF) copy will be provided for each Draft and Final submittal.

Task 3.2 – Preliminary Engineering Report (Basis of Design Report)

The consultant team will prepare a Preliminary Engineering Report (a.k.a Basis of Design Report) to summarize assumptions, recommendations, and design criteria based on design standards and codes for the replacement of the Bradford Pump Station, for City review.

The consultant team will not prepare demolition drawings, nor salvage value estimations of the existing Bradford Pump Station pumps and electrical equipment to be abandoned in-place. The consultant team will not assess the condition of the existing equipment, nor make recommendations for refurbishment or replacement equipment. The Consultant will coordinate input from the City Maintenance staff and make recommendations for the long-term plan for the Bradford Pump Station. If it is determined that demolition / decommissioning of the existing pump station is recommended, then Task 7.3 includes the scope for the design.

The corrosion engineering subconsultant will design an impressed current cathodic protection (CP) system to protect ductile iron or steel pumps, associated piping, and flap gates inside the pump station. As part of the preliminary design process, the need for water sampling and testing will be determined. If water sampling and testing is recommended, then it will be done by the City as directed by the corrosion engineer.

The Preliminary Engineering Report will include a controls description summary including on/off level set points of pumps, lead / lag pump configurations, on/off set points of the trash rack, sensor description, control loop descriptions, and alarm descriptions. Charts and figures will be included as needed to convey the controls schema and set points.

The Preliminary Engineering Report will identify key design elements and include 30% plan drawings. The 30% plan drawings will include the proposed civil site layout, mechanical equipment layouts, pump station sump structural layout, and electrical equipment single line diagram. The report and drawings will be provided for review and approval by City engineering and operations staff. The report and drawings will take into consideration elements crucial for design, including:

1. Hydraulic Design Criteria, including Hydraulic Institute guidelines
2. Structural Design Criteria
3. Mechanical & Electrical Design Criteria
4. Geotechnical Design Criteria
5. Site survey, site constraints, and access
6. Perimeter wall / fence
7. Aesthetic treatments of perimeter wall / fence and permanent signage
8. Operational requirements and reliability
9. Temporary bypass pumping requirements
10. Equipment arrangement, access, and maintainability
11. Types/styles of pump, trash rack and other equipment preferred



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12. Identification of City standards including piping materials and equipment manufacturers
13. SWPPP and CEQA requirements, and other local, state, national, and industry standards of the most recent revisions

In addition, because the original recommendation to upsize the pump station is based on the lower ground near the pump stations, and the lack of overland release from this lower ground, the Consultant will use the ELLA hydrodynamic models to assess the systems with the improved pump station and make a recommendation for the highest priority pipe improvements that should be constructed to fully take advantage of the new 100-year capacity to the pump stations.

Deliverables:

- Draft and Final Preliminary Engineering Report (a.k.a. Basis of Design Report): Five (5) hard-copies and one (1) electronic Adobe Acrobat (PDF) copy will be provided for each Draft and Final submittal.



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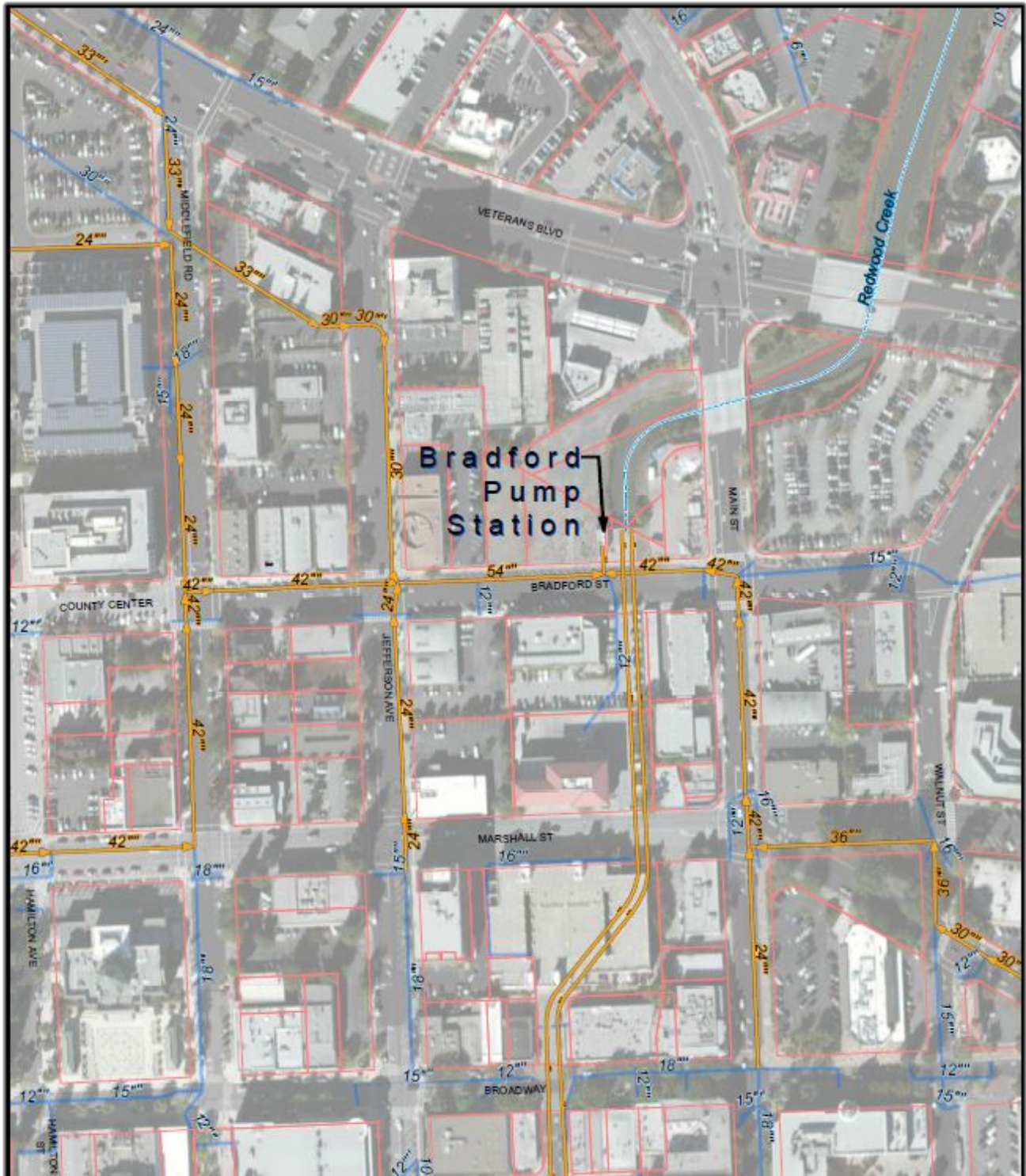


Figure 1: Bradford Pump Station Location
Figure 2: Bradford Pump Station Conceptual Design



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| SHEET COUNT | | |
|--|--|----------------------------|
| Drawing Set Sheet Count - Bradford Pump Station | | |
| 1 | Title Sheet, Index, Location and Vicinity Map | GENERAL |
| 2 | General Notes, Abbreviations and Legend | |
| 3 | Surveying Control | |
| 4 | Overall Site Plan - Bradford PS | |
| 5 | Civil Site Plan - Bradford PS | CIVIL |
| 6 | Civil Section and Details 1 of 2 | |
| 7 | Civil Section and Details 2 of 2 | |
| 8 | Structural Plan, Sections, and Details 1 of 2 | STRUCT |
| 9 | Structural Plan, Sections, and Details 2 of 2 | |
| 10 | Pump Station Foundation Plan | |
| 11 | Pump Station Deck Plan | |
| 12 | Pump Station Longitudinal Sections | |
| 13 | Pump Station Traverse Sections | |
| 14 | Pump Station Details | |
| 15 | Pump Station Trash Rack Details | |
| 16 | Pump Station Perimeter Fence Details | |
| 17 | Pump Station - Mechanical Top and Bottom Plans | MECH |
| 18 | Pump Station - Mechanical Sections | |
| 19 | Trash Rack - Sections and Details | |
| 20 | Electrical Legend and Abbreviation | ELECTRICAL SHEETS |
| 21 | Electrical Standard Details | |
| 22 | Stormwater Pump Station 1-line, Elevation, and Grounding Schematic | |
| 23 | Stormwater Pump Station Power Plan | |
| 24 | Stormwater Pump Station Lighting Plan | |
| 25 | Electrical schedules and interconnection Diagram | |
| 26 | Pump Control Schematic | |
| 27 | SCADA System Network Diagram (Partial) | |
| 28 | Control Panel Elevation | |
| 29 | Sample Wiring Diagrams | |
| 30 | Cathodic Protection Plan | CATHODIC PROTECTION |
| 31 | Cathodic Protection Sections | |
| 32 | Cathodic Protection Rectifier Details | |
| 33 | Cathodic Protection Anode Details | |

Figure 3: Assumed Plan Set Sheet Count

Task 4 - Prepare 60%, 90%, 100 Plans, Specifications, and Cost Estimates

Design documents will be prepared by the consultant team at the 60%, 90%, 100% (Final) Design levels and submitted to the City and any other approval agencies or stakeholder interests for review and comment. Comments from all reviewing agencies will be addressed and responded to prior to the subsequent resubmittal by



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the consultant team. Any pertinent supporting calculations will be included with the submittals. All drawings and specifications will be prepared in conformance with City CADD standards.

The electrical integration and controls engineering subconsultant will provide electrical, instrumentation and controls design services. Listed below are the electrical, instrumentation and controls design assumptions.

1. Existing service at the site will be replaced with a new service suitable for the new pump loads. Power feed assumed to be 3 phase, 480V; new pump sizes generally match pump sizes shown on the 30% plans included with Task 3.2 Preliminary Engineering Report.
2. Backgrounds of the new pump station and site plans will be provided to the electrical integration and controls engineering subconsultant in .DWG format for use as backgrounds.
3. The electrical integration and controls engineering subconsultant's Standard Legend Sheet and Standard Details will be used.
4. Stormwater pump station wetwell assumed Class 1, Div 1 per NFPA 820. All new electrical distribution and motor control equipment to be located outside or in otherwise unclassified areas with suitable conduit sealing or barriers as required by the NEC. Addition of ventilation to declassify existing areas subject to classification per NFPA 820 is not included.
5. New site and facility exterior lighting will be provided for maintenance, site security, and life safety. Limited lighting will also be provided within the wetwell for inspection purposes. Lighting will be based on energy efficient fixtures and illumination levels meeting Title 24 efficiency criteria. However, formal Title 24 compliance including energy calculations and completion of forms will not be required for obtaining approval from the City Building Department or for pulling permits
6. Provide new stationary standby engine generator sized for full pumping capacity at the facility.
7. Normal pump control assumed based on level transmitter (4-20mA) and local programmable automation controller (PAC). Pump controls to include independent float and relay-based backup.
8. Incorporate remote monitoring and controls meeting current City standard SCADA and telemetry platforms. Control component details, communication medium, and any City standardized equipment and software shall be provided to the electrical integration and controls engineering subconsultant for incorporation into the design.

Work shall include development of pump station control strategies, design drawings and specifications for SCADA system hardware and software, control panel and instrumentation specifications, and specification requirements for a System Integrator subcontractor to implement the SCADA system integration under the Project General Contractor. All specified SCADA system hardware, software, and programming standards shall conform to City standards where such standards (formal or de facto) exist.

9. P&IDs for the new stormwater pump station will not be required.
10. Equipment identification will be developed to ensure unique equipment identification within the facility following general ISA standards. City has no established equipment tagging standard.
11. Specifications assumed based on the electrical integration and controls engineering subconsultant's standard electrical specification sections.



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12. Design submittals to include Basis of Design Report, 60%, 90%, and final design submittals. BODR to include conceptual 1-line diagram and electrical equipment elevation. BODR will also include I&C and Electrical design criteria to be applied to the Project.
13. Attendance at the Project Kickoff meeting is not required.
14. Participation in a maximum of four design workshops is included. Workshop is assumed via teleconferencing. Physical attendance will not be required.
15. Assistance during bidding is included with Bidding Phase Services. However, attendance at pre-bid site meetings will not be required. Conformed drawings following the bidding period will not be required.
16. O&M manuals will be specified to be provided by the Contractor as a submittal item to be reviewed by the Engineer.
17. Base Proposal assumes all electrical equipment is housed in suitable outdoor rated enclosures.

Task 4.1 – Prepare 60% Plans, Specifications and Cost Estimate:

The consultant team will develop 60-percent design documents building on the work of the Basis of Design Report. Drawings, key specifications, and a preliminary Opinion of Probable Cost of Construction will be included by the consultant team at the 60-percent level of design. A list of all planned project drawings and specifications will also be provided with the 60% design submittal.

The 60-percent drawings will include the following:

- Title Sheet & Sheet Index
- Standard Notes, Abbreviations, and Details
- Civil Plans, including Survey Control, Demolition, and Site Plans for the Pump Station and Pond Modifications
- Mechanical Equipment Plans, Sections and Details
- Wetwell, Pump & Piping Plans and Sections Including Operating Level Setpoint Information
- Trash rack Equipment Plan and Section
- Structural Plans
- Pump Station Wetwell Structure
- Electrical Building Floor and Roof Plans (optional)
- Electrical and Instrumentation Plans
- Motor Control Center & Switchgear Elevations
- Single Line Diagram
- Load Calculations
- Site Plan
- Building Electrical Plan (optional)
- Pump Station P&ID
- Impressed Current Cathodic Protection System (optional)



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Specifications provided with the 60% design submittal will include a complete list of specifications for the project, as well as key specifications. Specifications will be per *2004 Construction Specifications Institute (CSI)* format modified for compliance with City formatted standards as applicable. A completed application for electrical service upgrades for the facility will also be provided at the 60% design level of completion.

A Preliminary Opinion of Probable Cost of Construction will also be provided, which will be presented in spreadsheet form, organized to identify unit and lump sum costs as applicable, and identify quantities of materials to be incorporated into the work.

Deliverables:

- 60% Drawings, Specifications, and Preliminary Opinion of Probable Cost of Construction: Five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each
- Post-60% Submittal Technical Review Meeting & Comment/Response Log

Task 4.2 – Prepare 90% Plans, Specifications and Cost Estimate

The consultant team will develop 90-percent design documents. The 90-percent plans and specifications will expand on the 60-percent submittal set to include all remaining design details for the project. All comments received from the 60-percent submittal and Technical Review Meeting will be compiled and responded to in writing and incorporated into the 90-percent submittal by the consultant team. The Opinion of Probable Cost of Construction will be updated and submitted to reflect all work elements associated with the 90-percent design by the consultant team.

Deliverables:

- 90% Drawings, Specifications, and updated Preliminary Opinion of Probable Cost of Construction: Five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each
- Post-90% Submittal Technical Review Meeting & Comment/Response Log

Task 4.3 – Prepare 100% (Final) Plans, Specifications and Cost Estimate

The 100-percent plans and specifications will be updated by the consultant team based on 90-percent design submittal comments, and include all remaining details and notation required. All 90-percent submittal and Technical Review Meeting comments received will be compiled and responded to in writing by the consultant team. City General Engineering Standards and General Specifications documents, including bid proposal forms, contract documents, and other pertinent documents will be included with the 100-percent (Final) specifications. The Opinion of Probable Cost of Construction will be updated and submitted for the 100-percent (Final) design by the consultant team.

Deliverables:

- 100% (Final) Drawings, Specifications, and 100% Draft Opinion of Probable Cost of Construction: Five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each
- 100% Comment/Response Log

Task 4.4 – Conformed Set of Plans, Specifications, and Cost Estimates

The 100-percent plans and specifications will be updated based on addenda issued during the bidding phase and compiled into one conformed set of plans and specifications for used during construction.



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Deliverables:

- Conformed Set of Drawings, Specifications, and Opinion of Probable Cost of Construction: Five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each

Task 4.5 – Record Drawings

The conformed plans will be updated by the consultant team based the Contractor's as-built mark-ups, and RFI response revisions issued during the construction phase for use by the City post-construction.

Deliverables:

- Record Drawings: Five (5) 11"x17" bound hardcopy drawing sets, and one (1) electronic Adobe Acrobat (PDF) copy

Task 5 – Storm Drain Pipe Improvements

The consultant team will design approximately 3,900 lineal feet of storm drain pipe located near the pump station. The storm drain improvements are included to meet the HMGP grant requirements, obligations, and to qualify for Phase 2 Construction funding from FEMA. All Task 5 deliverables such as survey maps, preliminary layouts, and bid documents (plans, specifications, and cost estimate) will be submitted and tracked separately from the Bradford Pump Station design tasks 1 through 4, and 6 through 8 by the consultant team.

Task 5.1 – Storm Drain Pipe Project Management

The Consultant will provide the kickoff meeting, project management and coordination necessary to design and bid the storm drain pipe improvements. As shown on **Exhibit 1**, Project Schedule, the design phase is scheduled for 8 months in duration with 100% final design by June 1, 2022. Design will be followed by a 45-day bid and contractor selection phase, and construction occurring in the fall 2022 through winter of 2023. The Consultant will prepare meeting notes and agendas for the meetings and will facilitate each of the meetings.

Design review meetings at the preliminary, 60%, 90%, and 100 % (Final) are included in Task 5.3 and Task 5.4. A pre-bid meeting will be included in Task 5.5.

Deliverables:

- Kickoff Meeting Minutes
- Monthly Status Reports and Invoices
- Project Coordination Meeting Minutes

Task 5.2 – Survey and Utility Locating

The consultant team will provide topographic surveying and mapping necessary for design of the storm drain pipe improvements. The Consultant will review record drawings and utility information provided by the City for the pipe locations. The City will also contact area utility companies for schematic information regarding underground utility information within the location of the project site. The City will coordinate with the utility agencies for utility relocation as required. The utilities locating subconsultant will provide utility locating and potholing as needed - utility locating and potholing may be required and is included in this task. The collected data will be used for the preparation of the project Base Maps. ROW will added be based on existing available information.

Deliverables:

- Base Map including utilities: (1) Hard Copy and (1) electronic Adobe Acrobat (PDF) copy.



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Task 5.3 – Preliminary Design

The Consultant will lay out the proposed replacement pipes on the Base Maps developed in Task 5.3. The Consultant will identify candidate reaches for parallel pipe construction as an alternative to pipe replacement. In these candidate reaches; the selection will be made between replacing the pipe or constructing a parallel pipe alongside it based on the approximate cost of replacement vs. parallel pipe. The selection will be documented on the Base Maps. The reaches of pipe are presented in the table below. It is assumed that most reaches will require pipe replacement because of the space constraints, and an alternative analysis will not be conducted.

Deliverables:

- Base Maps with Preliminary Design: Five (5) hard-copies and one (1) electronic Adobe Acrobat (PDF) copy will be provided for each Draft and Final submittal.

| PROPOSED PIPE IMPROVEMENTS | | | | |
|----------------------------|--------------------------------|----------------------------------|-------------|-------------------------|
| Existing Pipe (in dia) | Proposed Rplcmnt Pipe (in dia) | Alternate Parallel Pipe (in dia) | Length (lf) | Street |
| 48 | 54 | 30 | 660 | El Camino |
| 48 | 66 | 36 | 170 | California to El Camino |
| 42 | 54 | 30 | 300 | Bradford St |
| 24 | 30 | 18 | 550 | Allerton St |
| 30 | 33 | 18 | 350 | Allerton St |
| 33 | 36 | 34 | 380 | Winslow St |
| 42 | 48 | 30 | 470 | Marshall St |
| 42 | 48 | 30 | 400 | Middlefield Rd |
| 27 | 30 | 18 | 280 | Spring St |
| 24 | 30 | 18 | 370 | Casia St |
| | | | 3,930 | |



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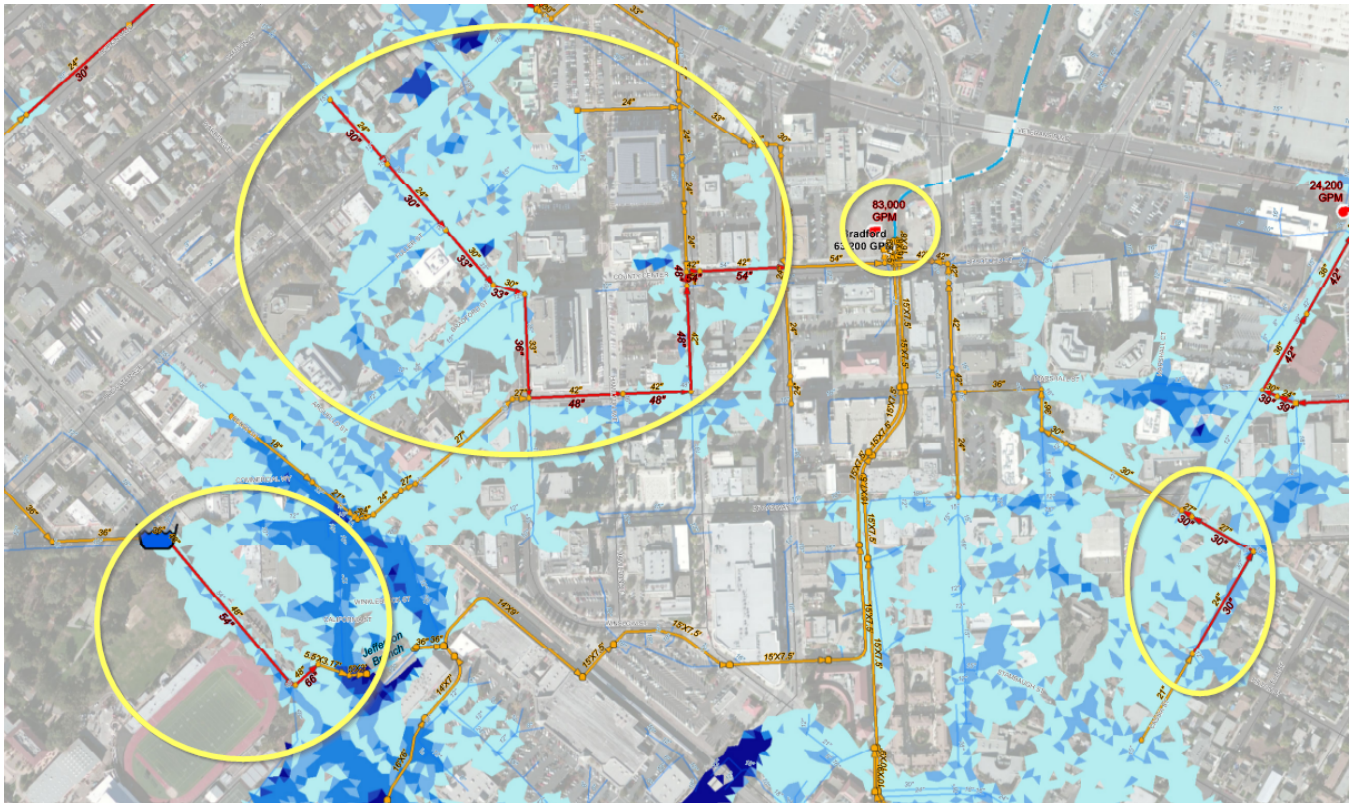


Figure 3 – Map of Proposed Bradford Watershed Storm Drain Pipe Improvements along Whipple Ave. & Veterans Ave (See red piping within yellow circled areas)

Task 5.4 – 60, 90, 100 Plans, Specifications, Estimates

Design documents will be prepared by the consultant team at the 60%, 90%, 100% (Final) Design levels and submitted to the City and any other approval agencies or stakeholder interests for review and comment. Comments from all reviewing agencies will be addressed and responded to prior to the subsequent resubmittal by the consultant team. A review meeting will be held with City after each submittal by the consultant team. Any pertinent supporting calculations will be included with the submittals. All drawings and specifications will be prepared in conformance with City CADD standards.

Standard precast or Caltrans standard details will be utilized for all manhole, junction boxes and hydraulic structures, therefore specialized structural calculations and structural design by structural engineering are not necessary.

The consultant team will develop 60-percent design documents building on the work of the Alternatives Analysis. Drawings, key specifications, and a preliminary Opinion of Probable Cost of Construction will be included at the 60-percent level of design. A list of all planned project drawings and specifications will also be provided with the 60% design submittal.

The 60-percent drawings will include the following:

1. Title Sheet, Index, Location and Vicinity Map
2. General Notes, Abbreviations and Legend
3. Surveying Control



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4. Surveying Control
5. Overall Site Plan/Traffic Control
6. Overall Site Plan/Traffic Control
7. Civil Site Plan & Profile - El Camino
8. Civil Site Plan & Profile - California to El Camino & Bradford St
9. Civil Site Plan & Profile - Allerton St
10. Civil Site Plan & Profile - Allerton St
11. Civil Site Plan & Profile - Winslow Street
12. Civil Site Plan & Profile - Marshall St
13. Civil Site Plan & Profile - Middlefield Road
14. Civil Site Plan & Profile - Spring St
15. Civil Site Plan & Profile - Casia St
16. Civil Section and Details 1 of 3
17. Civil Section and Details 2 of 3
18. Civil Section and Details 3 of 3
19. Structural Plan, Sections, and Details 1 of 2
20. Structural Plan, Sections, and Details 1 of 2

The 90-percent plans and specifications will be developed by the consultant team and will expand on the 60-percent submittal set to include all remaining design details for the project. All comments received from the 60-percent submittal and Technical Review Meeting will be compiled and responded to in writing and incorporated into the 90-percent submittal by the consultant team. The Opinion of Probable Cost of Construction will be updated and submitted to reflect all work elements associated with the 90-percent design by the consultant team.

The 100-percent plans and specifications will be updated by the consultant team based on 90-percent design submittal comments, and include all remaining details and notation required. All 90-percent submittal and Technical Review Meeting comments received will be compiled and responded to in writing by the consultant team. City General Engineering Standards and General Specifications documents, including bid proposal forms, contract documents, and other pertinent documents will be included with the 100-percent (Final) specifications. The Opinion of Probable Cost of Construction will be updated and submitted for the 100-percent (Final) design by the consultant team.

Task 5.5 – Provide Bidding Assistance

The Consultant will assist the City to hold an on-site pre-bid meeting with potential contractors to discuss key construction elements and respond to questions and assist with development of follow up meeting minutes as required.

Deliverables:

- Bidding Phase Services: Pre-bid meeting site visit, Assist City response to bidder questions

Task 6 – Bidding Phase Services

Task 6.1 – Provide Bidding and Selection Support

The Consultant will assist the City to hold an on-site pre-bid meeting with potential contractors to discuss key construction elements and respond to questions and assist with development of follow up meeting minutes as required. The Consultant will assist the City to provide responses to bidder questions.



Task 7 – Optional Tasks

The consultant team will provide optional tasks services to the City only upon written approval and authorization.

Task 7.1 – Electrical Building

The consultant team will design a building locate at the Bradford pump station site to house electrical and controls equipment. The building will be constructed of CMU walls with a wood frame roof and the building footprint will be approximate 25' x 30'. Building HVAC equipment will be limited to exhaust fans and air intake louvers. Heating and air condition equipment is not included within the scope of design. The architectural subconsultant will provide architectural design services for the building.

The electrical integration and controls engineering subconsultant will provide electrical design services for the building. It is assumed the electrical equipment will be mounted in standard NEMA 12 enclosures.

Deliverables:

- Plans, Specifications, and Cost Estimate incorporated into Task 4 submittal package: 60%, 90%, 100% (Final) Drawings, Specifications, and 60%, 90%, 100% (Final) Opinion of Probable Cost of Construction: Five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each, 60%, 90%, 100% (Final) Comment/Response Log
- Bidding Phase Services: Pre-bid meeting site visit, Assist City with Review of Bids

Task 7.2 Video Surveillance Security System

The electrical integration and controls engineering subconsultant will design a video surveillance security system. This task is included to implement an active security scheme based on site CCTV monitoring. Work will include a review of alternatives for CCTV video monitoring of the building access and incorporate the preferred alternative into the design documents. Alternatives will review feasibility of the City's standard SCADA communication medium to support video bandwidth requirements for remote transmission, local storage, remote monitoring workstation (hardware and software), and compatibility with other City SCADA or wide area network infrastructure.

Deliverables:

- Plans, Specifications, and Cost Estimate incorporated into Task 4 submittal package: 60%, 90%, 100% (Final) Drawings, Specifications, and 60%, 90%, 100% (Final) Opinion of Probable Cost of Construction: Five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each, 60%, 90%, 100% (Final) Comment/Response Log
- Bidding Phase Services: Pre-bid meeting site visit, Assist City with Review of Bids

Task 7.3 Existing Pump Station Demolition / Decommissioning

The Consultant and the electrical integration and controls engineering subconsultant will design the demolition and decommissioning of the existing Bradford Pump Station. The scope includes the following items:

1. Demolition of the existing building, guard rail, and bollards
2. Removal of the following electrical equipment: motor control center, switchboard, breaker panels, interior lighting, exterior lighting, conduit and wire
3. Removal all four storm drain pumps
4. Removal of trash rack
5. Removal of discharge flap gates
6. Removal natural gas piping



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7. Installation of concrete wall within the influent structure
8. CLSM or aggregate fill of pump station and trash rack sump
9. Concrete cap pump station operating floor voids and trash rack opening

Deliverables:

- Plans, Specifications, and Cost Estimate incorporated into Task 4 submittal package: 60%, 90%, 100% (Final) Drawings, Specifications, and 60%, 90%, 100% (Final) Opinion of Probable Cost of Construction: Five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each, 60%, 90%, 100% (Final) Comment/Response Log
- Bidding Phase Services: Pre-bid meeting site visit, Assist City with Review of Bids

Task 8.4 Green Infrastructure

Based on Redwood City’s adopted “Green Infrastructure Plan”, June 2019 (mapped at <https://webgis.redwoodcity.org/storymap/greeninfrastructure/>), the City has not identified the types of green infrastructure that can be included in the pump station rehabilitation project. See the table below:

| | | | |
|---|--|----------|------------------|
| Storm Pump Stations Rehabilitation Program – Throughout City | An evaluation of all stormwater pump stations within the City’s jurisdiction. Some pump stations will only require equipment upgrades, but others will include site work with potential for green infrastructure improvements. | Planning | Still Evaluating |
|---|--|----------|------------------|

The Consultant will identify potential green infrastructure that can be added to the pump station site based on the design alternative selected as part of the project. The types of green infrastructure that will be reviewed include stormwater planters, stormwater curb extensions, rain gardens, green gutters, tree well filters, stormwater trees, trees, infiltration systems, pervious pavements, green roofs, green walls, rainwater harvesting, or vegetated swales.

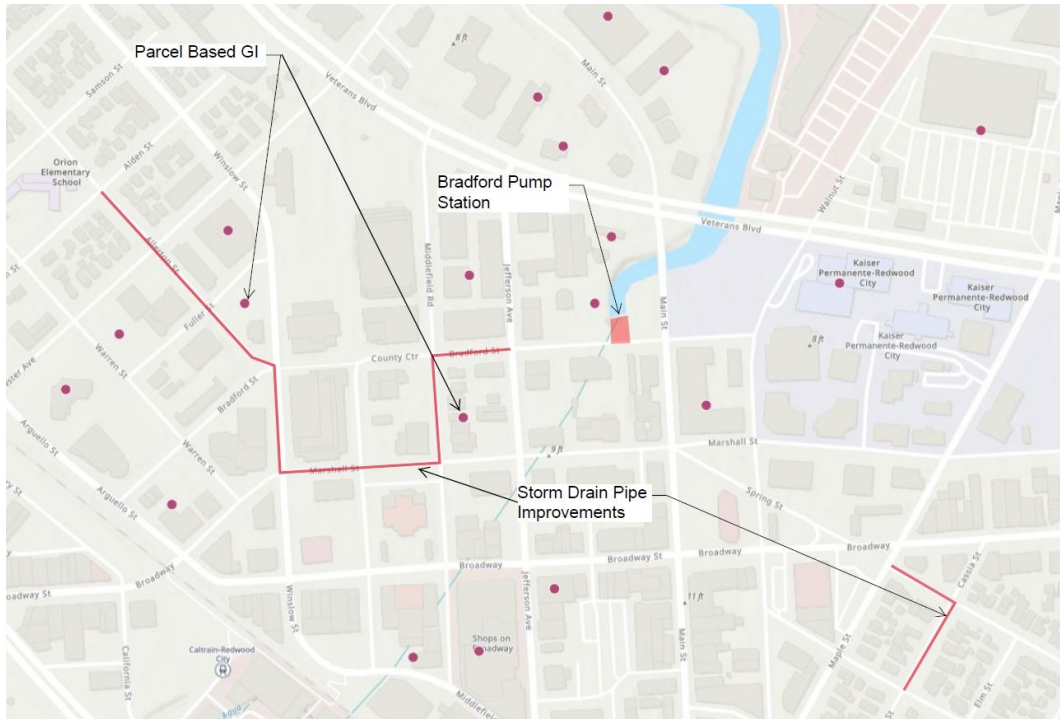
The Consultant will document the assessment and the selection of the green infrastructure and add green infrastructure facilities to the design if appropriate facilities are identified. The design will be developed in accordance with the “FlowstoBay, PDF Guidebook (<https://www.flowstobay.org/wp-content/uploads/2020/03/GIDG-2nd-Edition-2020-03kh-RED.pdf>).

The City has identified green infrastructure near the proposed storm drainage pipe improvements. However, the improvements are “parcel based” according to the Green Infrastructure Plan identified above. Therefore, it is assumed that no green infrastructure improvements will be included in the storm drainage pipe design. See the map below:



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Deliverables:

- Technical Memorandum with assessment and selection of green infrastructure for the pump station site.
- Design of up to two (2) green infrastructure facilities incorporated into Task 4 Plans, Specifications, and Cost Estimate submittal package: 60%, 90%, 100% (Final) Drawings, Specifications, and 60%, 90%, 100% (Final) Opinion of Probable Cost of Construction: Five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each, 60%, 90%, 100% (Final) Comment/Response Log
- Bidding Phase Services: Pre-bid meeting site visit, Assist City with Review of Bids

Task 7.5 - Architectural CMU / Cast-in-place Perimeter Wall

The Consultant and architectural subconsultant will design a site perimeter wall around the new Bradford pump station. The wall will consist of a concrete footing with cement mortar unit (CMU) block wall or cast-in-place concrete wall. CMU blocks will be architecturally designed which may include split face texturing and staining. Cast-in-place concrete wall will be architecturally designed which may include form liners for textured / block patterns and staining. A "Bradford Pump Station" will be architecturally designed which may be a custom cast form liner or metal fabricated sign.

Assumed index of Plan sheets:

1. Pump Station Perimeter Wall Details - Structural
2. Perimeter Wall Elevation Views - Architectural
3. Perimeter Wall Elevation Signage & Details - Architectural

Deliverables:

- Perimeter Wall Plans, Specifications, and Cost Estimate incorporated into Task 4 submittal package: 60%, 90%, 100% (Final) Drawings, Specifications, and 60%, 90%, 100% (Final) Opinion of Probable Cost of



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Construction: Five (5) 11"x17" bound hardcopy drawing sets, five (5) bound hardcopy specification sets, and one (1) electronic Adobe Acrobat (PDF) copy of each, 60%, 90%, 100% (Final) Comment/Response Log

- Bidding Phase Services: Pre-bid meeting site visit, Assist City with Review of Bids

Task 8 – Environmental CEQA Support and Permitting Contingency Tasks

The environmental specialist subconsultant will provide environmental consultation services contingency tasks services to the City only upon written approval and authorization.

Task 8.1 Additional CEQA Support, Initial Study/Mitigated Negative Declaration

In the event that the Bradford Pump Station Project would not meet the requirements for a CEQA categorical exemption (Task 2.10), then the environmental specialist subconsultant will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) to provide CEQA compliance for the Project. The City will be the lead agency for the Project under CEQA.

The environmental specialist subconsultant will prepare an Administrative Draft IS/MND that contains the required sections as outlined by CEQA Guidelines. Technical analyses and impact assessments will be prepared using the impact topics prescribed in Appendix G of the CEQA Guidelines, and appropriate mitigation measures will be identified for any significant impacts. Each topical section will include a physical and regulatory setting as applicable, clearly describe project impacts, identify feasible mitigation measures, and identify the level of significance both prior to and following mitigation. Any mitigation measures determined to be infeasible will be justified.

Pursuant to Assembly Bill (AB) 52, which went into effect on July 1, 2015, CEQA requires early coordination with tribes and tribal communities. AB 52 requires lead agencies to consult with interested tribes and tribal communities as soon as the project is defined. Generally, the early consultation process involves meetings/calls to exchange information about the project and any cultural resources that may be affected, and to guide the environmental impact evaluation. The environmental specialist subconsultant's qualified archaeologist will take the lead in implementing AB 52 requirements under this task.

The IS/MND will contain the following sections:

Executive Summary. This section will contain a concise, clearly written summary of the project, and the findings of the IS/MND. Details of the impacts and mitigation measures will be provided in a table at the end of the Executive Summary.

Introduction. The Introduction to the IS/MND will clearly instruct readers on how to find information in the IS/MND and will explain the regulatory purpose of the document, the public's role, and steps in the process.

Project Description

Environmental Analysis. The Administrative Draft IS/MND shall contain environmental analysis for the following issue areas, according to Appendix G of the CEQA Guidelines.

| | |
|-------------------------------------|---------------------------------|
| Aesthetics | Hazards and Hazardous Materials |
| Agricultural and Forestry Resources | Hydrology and Water Quality |
| Air Quality | Land Use and Planning |
| Biological Resources | Noise |
| Cultural Resources | Population and Housing |



Proposal for Storm Drain Pump Station Improvements Projects

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- | | |
|--------------------------------|------------------------------------|
| Energy Resources | Public Services and Utilities |
| Geology, Soils, and Seismicity | Recreation |
| Greenhouse Gas Emissions | Transportation and Traffic |
| Wildfire | Tribal Cultural Resources |
| Mineral Resources | Mandatory Findings of Significance |

Agencies and Persons Contacted, References and Literature Cited, and Report Preparers

Appendices. Appendices will be included in the IS/MND, as needed. The IS/MND will include a Mitigation Monitoring and Reporting Program (MMRP) in compliance with State CEQA Guidelines.

The environmental specialist subconsultant will submit electronic files of the Administrative Draft IS/MND to the City for review. The environmental specialist subconsultant will discuss comments from the City and agree on appropriate revisions. The environmental specialist subconsultant will then prepare a Screen Check Draft IS/MND that incorporates the revisions.

The Screen Check Draft will be submitted electronically for the City’s review. The environmental specialist subconsultant will revise the Screen Check Draft and confirm electronic files prior to printing the IS/MND for public circulation. In addition, the environmental specialist subconsultant will prepare a draft Notice of Intent (NOI), Notice of Completion (NOC) for submittal to the State Clearinghouse, and public notices (if any).

Following the close of the public comment period on the IS/MND, the environmental specialist subconsultant will review the comments received. The environmental specialist subconsultant will meet with the City to discuss the key comments received and the approach to responses. The environmental specialist subconsultant will then prepare a memorandum which briefly considers the comments received and provides responses for the City to use in considering certification of the IS/MND and approval of the Project.

Following approval by the City, the environmental specialist subconsultant will be responsible for noticing and distribution of the Public IS/MND, the NOI, and submittal of the NOC and necessary copies of the IS/MND to the State Clearinghouse, the San Mateo County Clerk’s office, and any newspaper or website postings. The environmental specialist subconsultant will prepare and file the Notice of Determination (NOD) for City review and file with the State Clearinghouse and County Clerk.

The City will pay CEQA filing fees.

Deliverables:

- Administrative Draft IS/MND (electronic files)
- Screen Check Draft IS/MND (electronic files)
- Public IS/MND (up to 10 hardcopies; electronic files)
- Draft and Final NOI, NOC, NOD, and other notices as requested
- Draft and Revised Response to Comments Memorandum (electronic)
- Conference call to kick off CEQA process
- Up to two (2) conference calls to discuss comments



Task 8.2 – Regulatory Permitting

Task 8.2.1 CWA Section 404 Permit Application

The environmental specialist subconsultant will prepare an application for a Clean Water Act (CWA) Section 404 permit from the U.S. Army Corps of Engineers (USACE), San Francisco City. This scope of work assumes the Project will qualify for a Nationwide Permit (NWP) under NWP 7, Outfall Structures, NWP 33, Temporary Construction, Access, and Dewatering, and/or, NWP 43, Stormwater Management Facilities. The environmental specialist subconsultant will prepare the following items in support of the USACE permit application:

1. Cover Letter. The cover letter will briefly describe the maintenance project and activities that are subject to permitting. The cover letter will describe the contents of the permit application package.
2. Nationwide Permit Pre-Construction Notification (PCN) Form. This is the standard permit application form for USACE NWPs 31, 33, and 43.
3. Supporting Documents (completed under the subtasks described below): Supporting documents that will be attached to the permit application include a biological resources report (Task 8.4.2), an aquatic resources report (Subtask 8.4.3), and a cultural resources report (Task 8.4.4).

Deliverables:

- Draft USACE NWP Application submitted to City for review (electronic)
- Revised USACE NWP Application submitted to USACE (electronic)
- Up to two (2) conference calls

Task 8.2.2 Biological Resources Report

The environmental specialist subconsultant will prepare a biological resources report documenting existing biological resources at the Project area. The report will describe dominant habitats, general plant and animal occurrence, potential for occurrence of special-status plant and animal species, and the distribution and quality of sensitive/regulated habitats. This report will provide a basis to describe the likely resources that could be impacted by the Project or future maintenance. The biological resources report will provide a basis to support CWA Section 404 permit application and the USACE's Endangered Species Act (ESA) Section 7 consultation with U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) regarding potential direct and indirect impacts to federally listed species. The biological resources report will also support the California Department of Fish and Wildlife (CDFW) Fish and Game (F&G) Code 1602 Streambed Alteration Agreement (under Subtask 8.2.6 below). A draft biological resources report will be submitted to the City for review and comment. Following City review, the environmental specialist subconsultant will revise and finalize the report.

Deliverables:

- Draft and Revised Biological Resources Report (electronic)

Task 8.2.3 Jurisdictional (Wetland) Delineation

The environmental specialist subconsultant will prepare a preliminary jurisdictional delineation (wetland delineation) for the Project. The wetland delineation will be prepared in accordance with the USACE 1987 Wetland Delineation Manual and the 2008 Arid West Regional Supplement. The environmental specialist subconsultant will review existing information, e.g., topographic maps, previous delineation reports, etc., that may help support the determination of the extent of waters/wetlands. The environmental specialist subconsultant will conduct a site visit to map wetlands and other waters of the U.S./State. The environmental specialist subconsultant will prepare a draft wetland delineation report for review by the City and revise based on comments received. The wetland delineation is intended to support the CWA Section 404 and 401 application packages.



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If requested by USACE, the environmental specialist subconsultant will organize and attend one (1) field visit with USACE to review the wetland delineation. Based on feedback received from USACE, the environmental specialist subconsultant will revise the wetland delineation, and if necessary, submit the revised version to USACE. This scope of work, includes minor refinements to the wetland delineation and minor text edits related to adjustments to report mapping, following USACE field visit or other feedback from the USACE.

Deliverables:

- Draft and Final Wetland Delineation Report (electronic)
- Revised Wetland Delineation Report following comments USACE, if necessary (electronic)

Task 8.2.4 Cultural Resources Report

Compliance with Section 106 of the National Historic Preservation Act (NHPA) is a condition for receiving a discretionary federal approval, such as a CWA Section 404 permit. The environmental specialist subconsultant will establish the Area of Potential Effect (APE) to evaluate the Project area. The environmental specialist subconsultant will conduct a records search at Northwest Information Center of the California Historical Resources Information System (CHRIS) for the APE. The Native American Heritage Commission (NAHC) will be contacted to determine whether Native American sacred sites are known to be located in or near the Project and to request a list of contacts for Native American tribes who may have an interest in the Project. Request for information letters will subsequently be sent to all those identified by the NAHC who might have additional information about the Project area. Follow up phone calls will be made to letter recipients about two weeks after the initial contact to verify that the letter has been received. An attempt will be made to solicit information from those contacted during the telephone exchange, if possible. Local historical societies may also be solicited for any information they may have regarding the Project area.

The environmental specialist subconsultant's archaeologists will conduct a cultural resources inventory of the APE. Archaeologists will exam the ground surface within the APE by walking appropriately spaced transects. Trowels or hoes may be used to clear vegetation to increase ground surface visibility, when needed. Any archaeological resources will be recorded on the standard California Department of Parks and Recreation Form 523. These will include photographs and a site map, and global positioning system data will be collected to accurately delineate the locations of all resources.

The environmental specialist subconsultant will prepare a cultural resources report, which will include the methods and findings of the records search, contacts with Native Americans, the APE figures, and results of field studies, as appropriate. The report will be prepared according to the inventory requirements of California Office of Historic Preservation. Copies of the report will be submitted to the Northwest Information Center. The cultural resources report will be suitable for compliance with National Historic Preservation Act, Section 106, as required by USACE CWA Section 404 permitting.

Resources identified will not be evaluated for eligibility for inclusion to the California Register of Historical Resources (CRHR) or the National Register of Historic Places (NRHP). We assume that if potentially significant archaeological resources are identified on the Project property, then measures will be taken to avoid impacts so that there is no need to formally evaluate their significance. This scope of work does not include work effort should archaeological resources be identified, and it is determined that the site(s) cannot be avoided by Project construction, and the resource(s) will need to be evaluated for the CRHR and NRHP. Such a situation is outside of this scope of work.

Deliverables:

- Draft and Revised Cultural Resources Report (electronic)



Proposal for Storm Drain Pump Station Improvements Projects

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Task 8.2.5 CWA Section 401 Application for Water Quality Certification/Waste Discharge Requirement

The environmental specialist subconsultant will prepare a Water Quality Certification (WQC)/ Waste Discharge Requirement (WDR) application for the San Francisco Bay Regional Water Quality Control Board (RWQCB) containing the following information:

401 Certification Pre-Filing Meeting Request

Cover Letter.

FORM R2C502-E. This is the standard form for 401 Water Quality Certification and Report of Waste Discharge.

Project description.

Impacted water bodies (extent of dredge and fill).

Construction BMPs, Spill Prevention and Response Plan, and Dewatering Plan (if available).

CEQA documentation (as provided by the City or prepared under above optional tasks).

The draft application will be submitted electronically to the City for review and revised per City guidance. Before submitting the WQC application package to the RWQCB, it is mandatory that a Pre-filing Meeting be requested. The environmental specialist subconsultant will prepare a 401 Certification Pre-filing Meeting request for the City to submit to the RWQCB. The RWQCB will determine whether the meeting will be held. The request for a pre-filing meeting is now a standard requirement of the RWQCB.

Supplemental information or data may be requested by the RWQCB during the application review process. The environmental specialist subconsultant will support the information response process with the RWQCB, as remaining budget is available in this task once the permit application is developed and submitted. The City will be responsible for paying and processing the application fee required by RWQCB.

Deliverables:

- Pre-filing Project PowerPoint presentation (electronic)
- Draft SF Bay RWQCB Application submitted to City (electronic)
- Revised SF Bay RWQCB Application submitted to RWQCB (electronic)
- Up to two (2) conference calls

Task 8.2.6 F&G Section 1602 Application for Lake and Streambed Alteration Agreement

The environmental specialist subconsultant will develop a standard application for a Streambed Alteration Agreement (SAA) under Fish and Game Code (F&G) Section 1602 for the California Department of Fish and Wildlife (CDFW). The application material will follow the CDFW EPIMS External Permitting Portal application format. The environmental specialist subconsultant will also prepare supplemental information, including a project description, and construction BMPs, and other maps and figures as needed to support the application. The environmental specialist subconsultant will prepare and submit a draft version of the above documents for review by the City. The environmental specialist subconsultant will revise the application materials based on City feedback. This scope of work assumes the City will open an SAA application in the EPIMS system to initiate the application process and upload the SAA application material into the EPIMS system. If the City would like The environmental specialist subconsultant to submit the application materials, then the City can add the environmental specialist subconsultant's project manager under the 'Additional Contacts' field in the EPIMS system for the project, which would enable the environmental specialist subconsultant to directly upload the application material into the EPIMS system. Additional effort for the environmental specialist subconsultant to upload application materials is not included in this scope of work or associated cost estimate but could be performed if there is remaining budget in this task once the permit application materials have been developed and submitted.



Proposal for Storm Drain Pump Station Improvements Projects

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If CDFW requests additional information in order for the application to be considered complete, the environmental specialist subconsultant would be available to revise and/or supplement the SAA application package within the available budget remaining in this task once the permit application has been developed and submitted. The City will be responsible for the application fee required by CDFW.

Deliverables:

- Draft SAA Application Package (electronic) submitted to City
- Revised SAA Application Package (electronic) ready for submittal to CDFW
- Up to two (2) conference calls

Task 8.2.7 Regulatory Agency Coordination

The environmental specialist subconsultant will coordinate with the regulatory agencies identified above to track the permit review and approval process. The tracking and coordination process may include the following activities: answering questions from regulatory staff on the application materials, providing project updates to the regulatory agencies; and participating in calls, meetings, and site tours with agency representatives. The environmental specialist subconsultant can provide these services up to the level of effort as shown in the cost estimate.

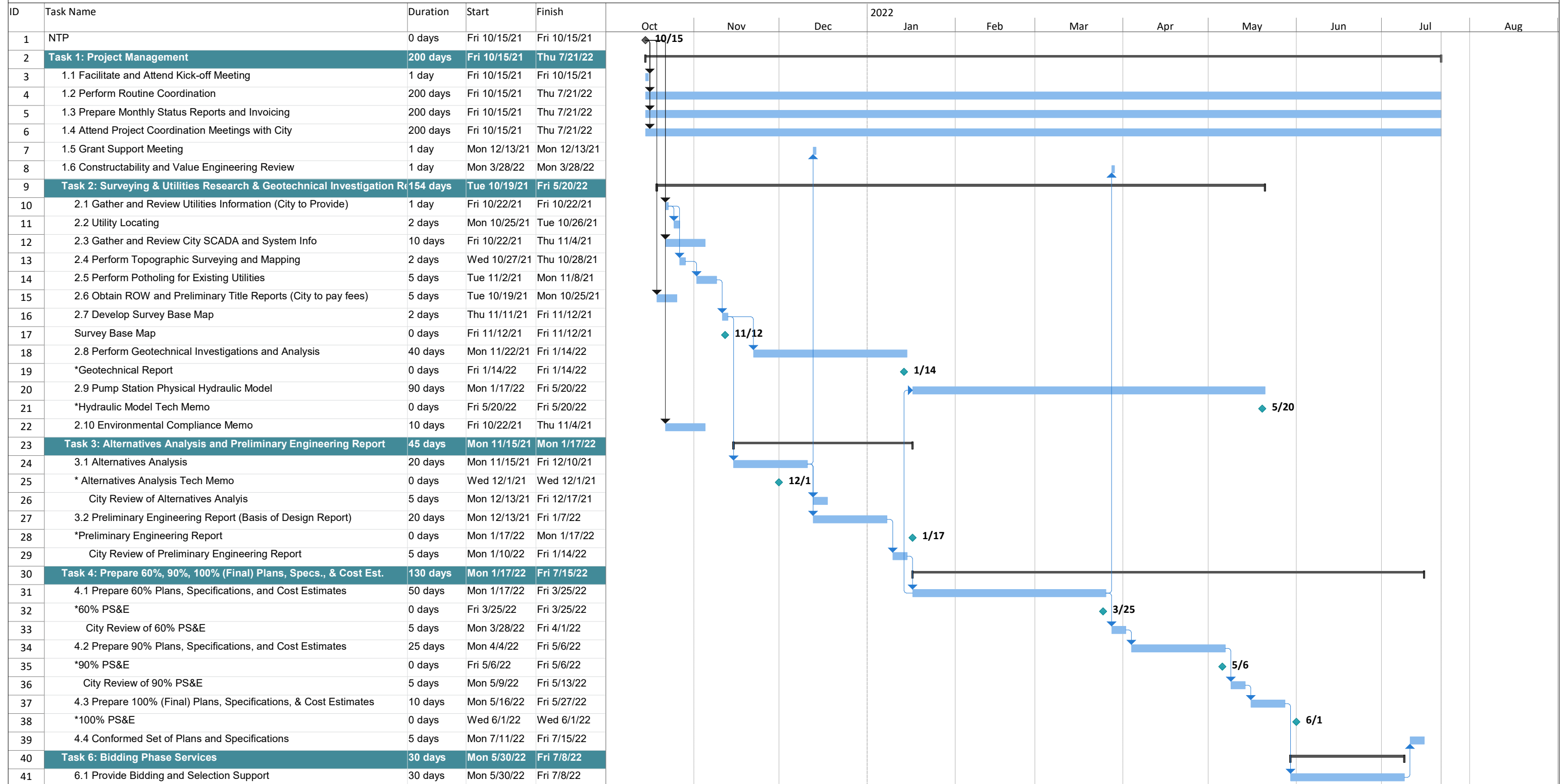
Deliverables:

- Emails and meeting notes (electronic)
- Up to two (2) conference calls and one (1) field visit with agency representatives

COMPENSATION

Consultant shall be paid the identified fixed fee upon completion of each task, as identified in the below listed price sheet and pursuant to invoicing consistent with Section 6, Compensation.

City of Redwood City - Bradford Pump Station Design Schedule - Tue 9/28/21 Update

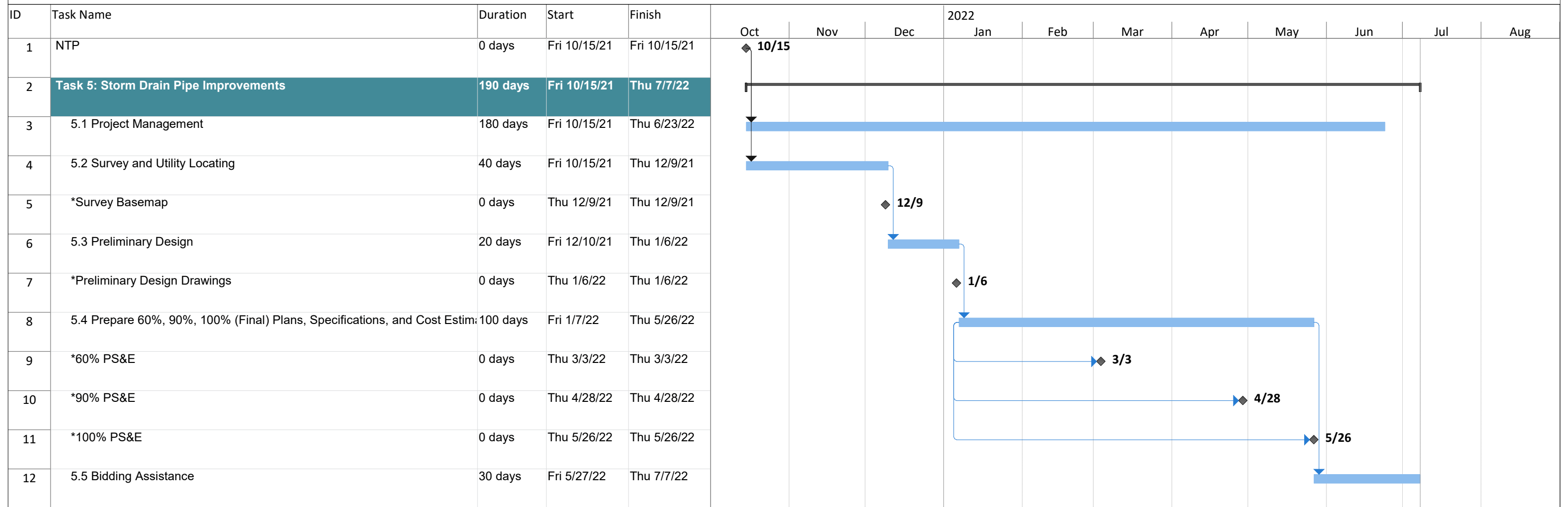


| | | | | | | | | | | |
|---|-----------|--|--------------------|--|--------------------|--|-----------------------|--|-----------------|--|
| Project: 2021.03.15_CC_Facilities_ Date: Tue 9/28/21 | Task | | Project Summary | | Inactive Milestone | | Manual Summary Rollup | | Deadline | |
| | Split | | External Tasks | | Inactive Summary | | Manual Summary | | Progress | |
| | Milestone | | External Milestone | | Manual Task | | Start-only | | Manual Progress | |
| | Summary | | Inactive Task | | Duration-only | | Finish-only | | | |

* Deliverable milestone

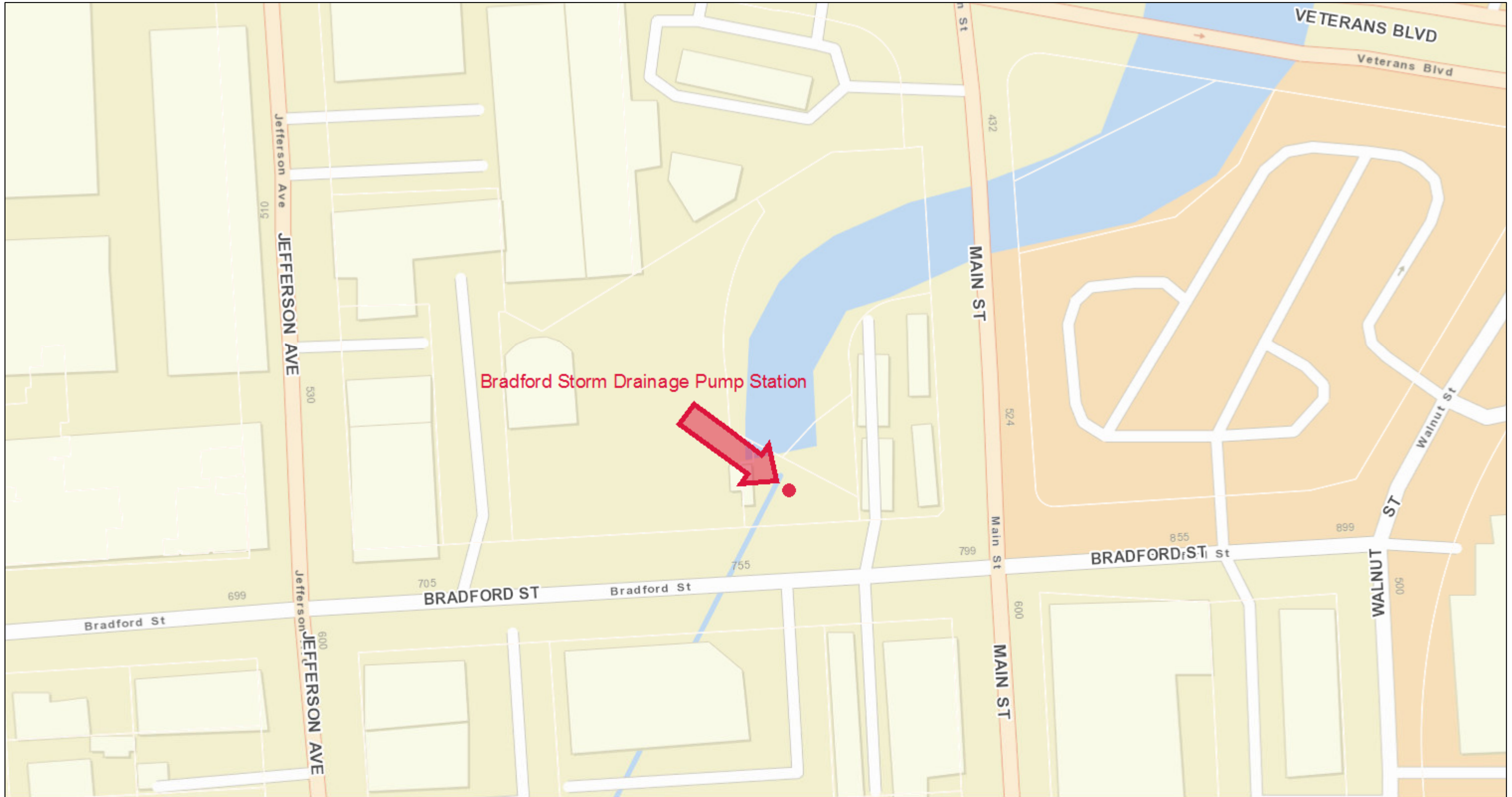


City of Redwood City - Bradford Pump Station Design Schedule - Tue 9/28/21 Update



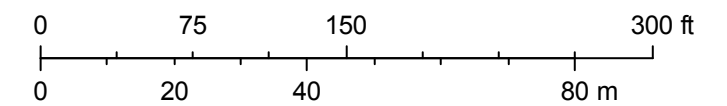
| | | | | | | | | | | |
|---|-----------|---|--------------------|---|--------------------|---|-----------------------|--|-----------------|---|
| Project: 2021.03.15_CC_Facilities_ Date: Tue 9/28/21 | Task | | Project Summary | | Inactive Milestone | ◆ | Manual Summary Rollup | | Deadline | ↓ |
| | Split | | External Tasks | | Inactive Summary | | Manual Summary | | Progress | |
| | Milestone | ◆ | External Milestone | ◆ | Manual Task | | Start-only | | Manual Progress | |
| | Summary | | Inactive Task | | Duration-only | | Finish-only | | | |

Attachment D: Project Location Map



August 30, 2021

1:1,128



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community
RWC-GIS



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 11, 2021

SUBJECT

Amendment No. 2 to Agreement with Metropolitan Planning Group, Inc. for historical preservation services

RECOMMENDATION

By motion, approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for Professional Services with Metropolitan Planning Group, Inc. for a historic preservation consultant in the amount of \$50,000 for a total contract amount not to exceed \$200,000.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

On August 24, 2018, the City Manager authorized a professional services agreement with Metropolitan Planning Group, Inc. (M-Group) in the amount of \$59,999 to provide services of a historic preservation consultant with expertise in the preparation and evaluation of historic resource reports, the establishment of historic districts, and local, state, and federal requirements concerning historical resources.

On June 24, 2019, the City Manager executed Amendment No. 1 to the Agreement for Professional Services with M-Group for historic preservation services in the amount \$90,001, for a total contract amount not to exceed \$150,000.

ANALYSIS

The City has a policy to evaluate structures built before 1940 for historic significance if a proposed project includes a demolition or a substantial 2nd story addition. The consultant has completed 48 historic evaluations over the course of this agreement. The historic evaluations are brought to the Historic Resources Advisory Committee (HRAC) for their review and decision on whether they concur with the analysis and conclusion. To continue this work, an extension of funds is required in the amount of \$50,000, in an amount not to exceed \$200,000.

FISCAL IMPACT

Work performed by the consultant are paid through deposit accounts where the costs associated with City staff and consultant time are funded by project applicants. Any expenditures from the General Fund would be replenished from the cost recovery accounts.

ENVIRONMENTAL REVIEW

This activity is not a project under the California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

Do not authorize execution of the Amendment and direct staff to pursue alternate means of review concerning historical resources.

ATTACHMENTS

Attachment A – Amendment No. 2 to Agreement for Professional Services

REPORT PREPARED BY:

William Chui, Senior Planner
wchui@redwoodcity.org
(650) 780-5916

APPROVED BY:

Mark Muenzer, Community Development & Transportation Director
Alex Khojikian, Assistant City Manager

**AMENDMENT NO. 2
TO AGREEMENT FOR PROFESSIONAL SERVICES
(Metropolitan Planning Group, Inc.)**

This Amendment No. 2 (the "Amendment No. 2") is entered into and effective as of October 11, 2021, by and between the City of Redwood City, a charter city and municipal corporation of the State of California ("City"), and Metropolitan Planning Group, Inc., a California Corporation ("Consultant") (collectively, the "Parties") for services of a historic preservation consultant with expertise in the preparation and evaluation of historic resource reports and local, state, and federal regulations concerning historic resources.

RECITALS

A. The Parties previously executed that certain Agreement for Professional Services, dated as of August 24, 2018, (the "Original Agreement").

B. The Parties previously executed Amendment No. 1 to the Original Agreement ("Amendment No. 1"), dated as of June 28, 2019 (the Original Agreement and Amendment No. 1" are collectively known as the "Agreement").

C. The Parties have negotiated and agreed to the terms and conditions set forth in this Amendment No. 2, including any terms and conditions of the attached Exhibit A, incorporated herein by reference.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. City will pay Consultant a not-to-exceed amount of Fifty Thousand Dollars (\$50,000) for the completion of all the services described in Exhibit "A", which sum will include all costs or expenses incurred by Consultant. Including all amendments through Amendment No. 2, the total amount payable under the Agreement will be a not-to-exceed amount of Two Hundred Thousand Dollars (\$200,000).

2. All other provisions of the Agreement will remain in full force and effect.

3. All requisite insurance policies to be maintained by Consultant pursuant to the Agreement will include coverage for this Amendment No. 2.

4. The individuals executing this Amendment No. 2 and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment No. 2.

5. If all Parties agree, electronic signatures may be used in place of original signatures on this Amendment No. 2. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Amendment No. 2 based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

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CONSULTANT
Metropolitan Planning Group, Inc.
307 Orchard City Drive, Suite 100
Campbell, CA 95008

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

*By: Heather Bradley
Heather Bradley (Oct 4, 2021 11:44 PDT)

Heather Bradley, Principal

By:

Melissa Stevenson Diaz, City Manager

ATTEST:

**By:

(sign here)

Pamela Aguilar, City Clerk

If required by City, proper notarial acknowledgment of execution by Consultant must be attached.
If a Corporation, Agreement must be signed by one corporate officer from each of the following
two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant
secretary under corporate seal empowering the officer(s) signing to bind the corporation.

TASK 1: PREPARING INDIVIDUAL HISTORIC RESOURCE EVALUATIONS FOR RESIDENTIAL STRUCTURES

M-Group would complete a Historic Resource Evaluation (HRE) for residential projects involving a complete site demolition or major remodel within the Mt. Carmel neighborhood or any structure built before 1940 in other areas of the City. The HRE will determine eligibility for listing on the California Register of Historic Places and/or eligibility as a local resource consistent with the City's Historic Preservation Ordinance. The following tasks would be completed in each HRE.

Tasks and Fixed-Fee Budget Single Family Residential:

| Tasks | | Fee |
|-------------------------|---|----------------|
| 1 | Project Start-Up / Site Visit. Confer with City Staff regarding the scope of the evaluation. Visit site for photography, analysis and evaluation purposes. Site visit preparation, travel and coordination time are included in this task. | \$2,250 |
| 2 | Develop Draft Historic Resource Evaluation. M-Group will gather existing historic information, and all necessary research, to inform the evaluation and determine existing integrity per State/Federal definitions. Resources would include, but not be limited to, building permit history, Sanborn maps, Polk's directories, City historical surveys, the Redwood City Library History Room, and San Mateo County Historical Association records. | |
| 3 | Consultation and Final Draft. M-Group will complete a draft document for City Staff to review. | |
| 4 | Final Report. M-Group will prepare the Final Historic Resource Evaluation. The HRE will include Alternatives and Mitigation Measures, if appropriate. | |
| Total Fixed Fee* | | \$2,250 |
| 5 | OPTIONAL TASK. Attend Historic Resources Advisory Committee meeting | \$250 |

**Note: If a residential property is developed with more than a single-family home and has multiple buildings, the cost may increase depending on the amount of additional work to be done. This can be handled on a case-by-case basis and additional hours can be billed at hourly rate of \$160.*

Deliverable: Draft and Final Historic Resource Evaluations.

Timeframe: M-Group will be able to prepare the completed Draft HRE within **10 days** of a Notice to Proceed and authorization to access the property. Final HRE to be complete within 5 days of comments from City Staff.

TASK 2: PREPARING INDIVIDUAL HISTORIC RESOURCE EVALUATIONS FOR COMMERCIAL OR MULTI-FAMILY STRUCTURES

M-Group would complete a Historic Resource Evaluation (HRE) for commercial projects involving a complete site demolition or major remodel within the Mt. Carmel neighborhood or any structure built before 1940 in other areas of the City. The HRE will determine eligibility for listing on the California Register of Historic Places and/or eligibility as a local resource consistent with the City's Historic Preservation Ordinance. The following tasks would be completed in each HRE.

Tasks and Fixed-Fee Budget Commercial or Multi-Family Structures:

| Tasks | Fee |
|--|----------------|
| 1 Project Start-Up / Site Visit. Confer with City Staff and the Project Applicant, as appropriate, regarding the scope of the evaluation. Visit site for photography, analysis and evaluation purposes. Site visit preparation, travel and coordination time are included in this task. | \$5,500 |
| 2 Develop Draft Historic Resource Evaluation. Develop a draft historic resource evaluation, and, if necessary, detailing potential historic preservation alternatives and mitigation measures that will lessen impacts under CEQA. M-Group will gather existing historic information, and all necessary research, to inform evaluation and determine existing integrity per State/Federal definitions. Resources would include, but not be limited to, building permit history, Sanborn maps, Polk's directories, City historical surveys, the Redwood City Library History Room, and San Mateo County Historical Association records. | |
| 3 Consultation and Final Draft. Participate in a discussion regarding draft evaluation, as needed. Based on comments from City staff, M-Group will complete a final document. | |
| 4 Final Report. M-Group will prepare the Final Historic Resource Evaluation. The HRE will include Alternatives and Mitigation Measures, if appropriate. | |
| 5 Attend Historic Resources Advisory Committee meeting. | |
| Total Fixed Fee* | \$5,500 |

**Note: If a property is developed with multiple buildings, or there are other complicating factors, the cost may increase depending on the amount of additional work to be done. This can be handled on a case-by-case basis and additional hours can be billed at an hourly rate of \$165.*

Deliverable: Draft and Final Historic Resource Evaluations.

Timeframe: M-Group will be able to prepare the completed Draft HRE within **10 days** of a Notice to Proceed and authorization to access the property. Final HRE to be complete within 5 days of comments from City Staff.

TASK 3: ON-CALL HISTORIC PRESERVATION WORK (AS NEEDED)

Tasks and Budget: Tasks as directed by Planning Manager (or his/her designee). Tasks to be completed on a time and materials basis in accordance with M-Group Rate Sheet (attached). A time/budget estimate can be completed in advance of each task/project.

Deliverable(s): Dependent on task/project and as directed by the Planning Manager (or his/her designee).

Timeframe: Dependent on task/project and as directed by the Planning Manager (or his/her designee).

M-GROUP

RATE SHEET 2021 – 2023

| M-GROUP STAFF | HOURLY RATE | | |
|--|-------------|-------------|-------------|
| | 2021 | 2022 | 2023 |
| Admin Analyst Planning Tech | \$80 | \$85 | \$85 |
| Assistant Planner Assistant Urban Designer Social Media Coordinator | \$95 | \$100 | \$100 |
| Associate Planner Associate Urban Designer GIS Services | \$125 | \$130 | \$130 |
| Environmental Planner Historic Preservation Specialist Public Art Specialist | \$135 | \$145 | \$145 |
| Senior Planner Senior Urban Designer Senior Environmental Planner Project Manager | \$145 | \$155 | \$155 |
| Principal Planner Principal Environmental Planner Principal Policy Planner Director of Urban Design | \$165 | \$175 | \$175 |
| Principal | \$210-\$260 | \$220-\$270 | \$220-\$270 |

Sub-Consultants require a 10% administration fee.

Metropolitan Planning Group, Inc. Amendment No. 2 for Professional Services Historical

Interim Agreement Report



2021-10-04

| | |
|-----------------|--|
| Created: | 2021-10-04 |
| By: | CD-Kristina Mateo (kmateo@redwoodcity.org) |
| Status: | Out for Approval |
| Transaction ID: | CBJCHBCAABAAbLJSCrsrX0tBU9WoF5YUCrQ4CMsDrmB5 |

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Metropolitan Planning Group, Inc. Amendment No. 2 for Professional Services Historical" History

-  Document created by CD-Kristina Mateo (kmateo@redwoodcity.org)
2021-10-04 - 4:10:28 PM GMT- IP address: 76.14.0.190
-  Document emailed to Heather Bradley (hbradley@m-group.us) for signature
2021-10-04 - 4:12:25 PM GMT
-  Email viewed by Heather Bradley (hbradley@m-group.us)
2021-10-04 - 6:44:29 PM GMT- IP address: 73.92.17.251
-  Document e-signed by Heather Bradley (hbradley@m-group.us)
Signature Date: 2021-10-04 - 6:44:51 PM GMT - Time Source: server- IP address: 73.92.17.251
-  Document emailed to CD-Kristina Mateo (kmateo@redwoodcity.org) for approval
2021-10-04 - 6:44:53 PM GMT



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 11, 2021

SUBJECT

Accept annual report from the Redwood City Improvement Association (RCIA)

RECOMMENDATION

Adopt a resolution accepting the annual report and financial statement for Fiscal Year 2019-2020 from the Redwood City Improvement Association and authorizing the Redwood City Improvement Association to implement the services identified in the Management District Plan.

STRATEGIC PLAN GUIDING PRINCIPLE

Economic Vitality

BACKGROUND

In 2014, downtown Redwood City property owners voted to approve the creation of a Community Benefit Improvement District (CBID). The property owners created this association to fund special benefits beyond normal City services that support downtown Redwood City as the premier entertainment and dining destination on the Peninsula. In 2015, the City entered into a Management and Disbursement Agreement with the Redwood City Improvement Association to act as the owners' association for the CBID and manage and administer the CBID.

Every property owner within the district pays an assessment for each property owned that is used within the district to keep the downtown attractive, clean, safe, and orderly and to publicize the downtown. In turn, RCIA funds five basic categories of services: sidewalk operations and beautification, district identity and signage, parking management, administration and program management, and the maintenance of a reserve fund.

ANALYSIS

A 17-member Board of Directors represents property owners, business professionals and residents from the Redwood City community. Three sub-committees are designated in the district management plan to implement the work of the RCIA organization: Sidewalk Operations and Beautification (SOBO), District Identity and Signage (DISI), and Parking Committee. A Fourth sub-committee, the Executive Committee, is responsible for leading the organization.

RCIA finished their 2019-2020 Fiscal Year on November 30, 2020, with a budget of \$922,951.73. Under the adopted management plan, the annual funds collected must be spent as follows:

| Program or Activity Funded | Percent of Annual Budget |
|--|--------------------------|
| Sidewalk Operations and Beautification | 54% |
| District Identity and Signage | 20% |
| Administration/Operations | 15% |
| Parking | 7% |
| Contingency/Fees/Reserve | 4% |

Below are some of RCIA’s accomplishments and highlights for Fiscal Year 2019-2020:

- Art Kiosk Installation Project – In collaboration with Fung Collaboratives, public art was displayed at the kiosk located in Courthouse Square
- Shadow Art Touchup – Touch up paint was applied to shadow art pieces located on sidewalks throughout Downtown Redwood City by mural artist Damon Belanger
- Eat, Sip, & Be – An open-air dining experience for restaurants to expand dining to the streets
- #BeLocal – Social media campaign to support various types of local business
- Bi-Weekly Newsletter – Continued creation and submittal of a bi-weekly newsletter highlighting business resources, upcoming events, and changing COVID-19 restrictions
- COVID-19 Crisis Management – A newsletter and social media strategy was established to support the community during this time and to provide continual updates during the evolving public health crisis. In partnership with Olive Creative Strategies, informative and sensitive information was pushed out to the press and social media on an almost weekly basis, and various banners, flags, logos & social media graphics were designed and placed throughout Downtown to promote the open-air dining experience. A-Frames and window decals were also created and strategically placed in Downtown to promote a safe and clean community, and window decals were ordered to demonstrate a business’ commitment to a healthy and safe business environment.
- RCIA Holidays – Festive flags and lights were dispersed throughout Downtown to promote the holiday season

FISCAL IMPACT

The City of Redwood City participates in RCIA as a property owner within the district. The 2020-2021 yearly assessment for City-owned properties downtown is approximately \$58,615. This is paid to the County as a tax levy.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may choose to not accept the enclosed annual reports and require that additional amendments or information be provided.

ATTACHMENTS

Attachment A – Resolution accepting the Annual Report from the Redwood City Improvement Association

Attachment B – RCIA Annual Report for FY 2019-2020

Attachment C – RCIA Annual Financial Statements for FY 2019-2020

REPORT PREPARED BY:

Simon Vuong, Economic Development Manager
svuong@redwoodcity.org
(650) 780-7204

APPROVED BY:

Alex Khojikian, Assistant City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ACCEPTING THE REDWOOD CITY IMPROVEMENT ASSOCIATION (RCIA) ANNUAL REPORT AND FINANCIAL STATEMENT FOR FISCAL YEAR 2019-2020 AND AUTHORIZING THE REDWOOD CITY IMPROVEMENT ASSOCIATION TO IMPLEMENT THE SERVICES IDENTIFIED IN THE MANAGEMENT DISTRICT PLAN

WHEREAS, on August 25, 2014 the City Council adopted Ordinance No. 2408 approving the creation of the Downtown Redwood City Community Benefit Improvement District of 2014 District pursuant to the Redwood City Community Benefit Improvement District Procedural Ordinance Redwood City Municipal Code Chapter 31; and

WHEREAS, the Management District Plan for the District describe and set forth the sidewalk operations and beautification, District identity and signage, and parking management service and improvements to be provided to properties within the District; and

WHEREAS, the City entered into and has renewed its agreement with RCIA to act as the owners association for the District and to administer and implement the District Plan Services specified in the District Plan including but not limited to annually creating a District budget and policies to comply with the District Plan preparing and filling annual reports with the City reflecting compliance with the District Plan and overseeing the day to day administration operations and implementation of the District Plan Services; and

WHEREAS, the City is required to review and approve the annual report and financial statement and disburse the collected assessments to Redwood City Improvement Association in accordance with the Management and Disbursement Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES HEREBY RESOLVE AS FOLLOWS:

1. Accept the annual report and financial statement for Fiscal Year 2019-2020 provided on this day by the Redwood City Improvement Association.
2. Authorize the organization to proceed under the Agreement to implement the services identified in the Management District Plan.

* * *



REDWOOD CITY
IMPROVEMENT
ASSOCIATION

2020 ANNUAL REPORT





ABOUT THE RCIA

The Redwood City Improvement Association (RCIA) was created in September 2014 as a non-profit 501(c)(3) corporation. The RCIA is a community benefit district governed by an all-volunteer Board of Directors made up of property owners, business professionals and residents from the Redwood City community. The board is responsible for making decisions in the areas of public safety, beautification, economic development, maintenance and promotions that are most beneficial for the community and its residents, while maintaining the culture and personality of the downtown district.



2019–2020 Executive Officers

- **President** - Don Gibson
- Property Owner
- **Vice President** - Angela Rezab
- Property Owner
- **Treasurer** - Mark Chrzanowski
- Property Owner
- **Secretary** - Cathy Oyster
- Property Owner

Board Members

- **Aaron Aknin** - Community Member
- **Alex Khojikian** - Property Owner
- **Ben Paul** - Property Owner
- **Chris Beth** - Property Owner
- **Dani Gasparini** - Property Owner
- **Electra McBurnie** - Property Owner
- **Gloria Arteaga** - Property Owner
- **Jason Galisatus** - Community Member
- **Jihan Bayyari** - Community Member
- **Justin Mates** - Property Owner
- **Mollie Ricker** - Property Owner
- **Rosanne Foust** - Community Member
- **Stacey Wagner** - Property Owner

COMMITTEES

Executive Committee

The executive committee is responsible for leading the organization by setting meeting agendas, monitoring the budget and serving as the liaison between the RCIA and the City of Redwood City.

District Identity and Streetscape Improvements (DISI)

Chaired by: Don Gibson and Stacey Wagner

The DISI committee is responsible for promoting RCIA events, Downtown activities, positive changes and district growth happening in Downtown Redwood City through public relations, social media and grassroots promotions. DISI manages the website, branding, events, activities and marketing for the RCIA.

Sidewalk Operations, Beautification and Order (SOBO)

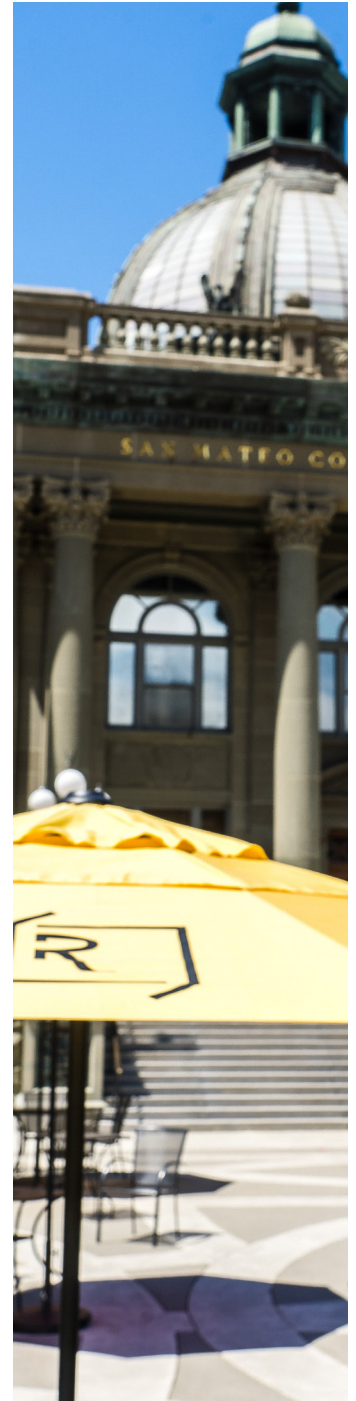
Chaired by: Rosanne Foust and Gloria Artega

The SOBO committee is responsible for managing the cleanliness of the Downtown district and enhancing the public rights-of-way. SOBO oversees RCIA's contractor, JA Maintenance to maintain the order of the Downtown by sweeping sidewalks, picking up trash, upkeeping the landscape and power washing the sidewalks.

Parking Committee

Chaired by: Aaron Aknin and Ben Paul

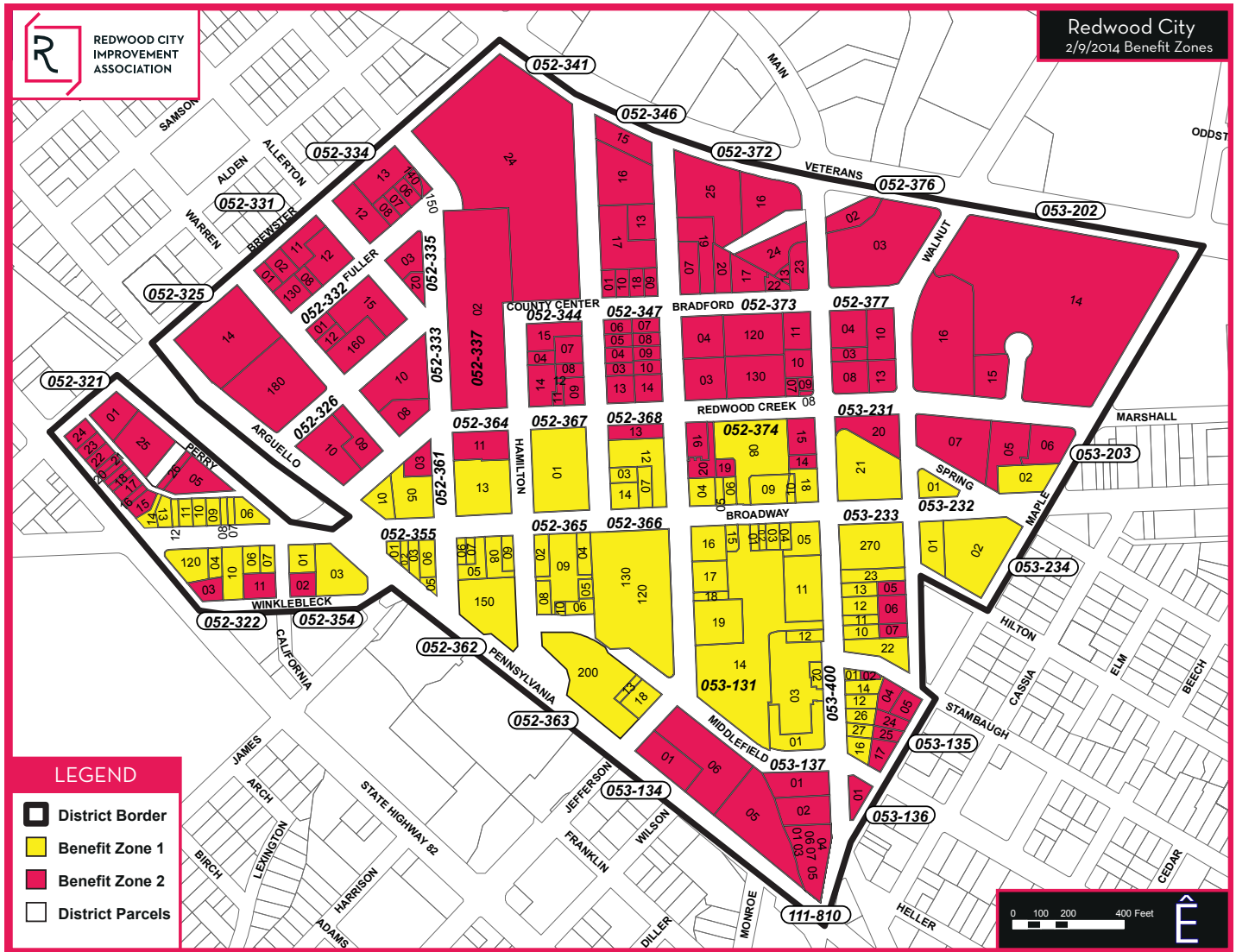
The parking committee is responsible for implementing solutions to better guide traffic, parking and transportation.





DISTRICT MAP

The Downtown district, as shown in the map, consists of 208 parcels of land that are all charged an assessment. The annual assessments range from \$17 to \$53,000.

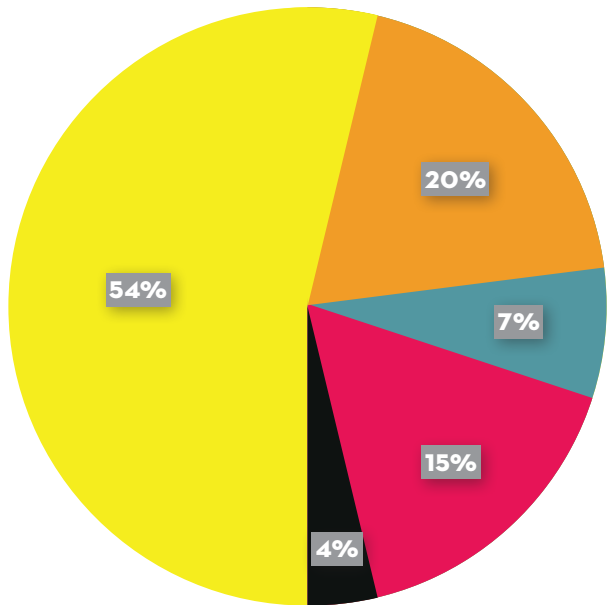


RCIA ASSESSMENTS

Assessments for each parcel are based on a formula that considers four factors for each parcel: benefit zone, parcel size, parcel street frontage length and developed building square footage. As new building square footage is constructed, the assessment is recalculated based on the improvements. The assessments can be increased no more than 5% annually with approval from the Board of Directors. The budget for 2019-2020 was approximately \$922,951.73



RCIA Budget by Category December 1, 2019 – November 20, 2020



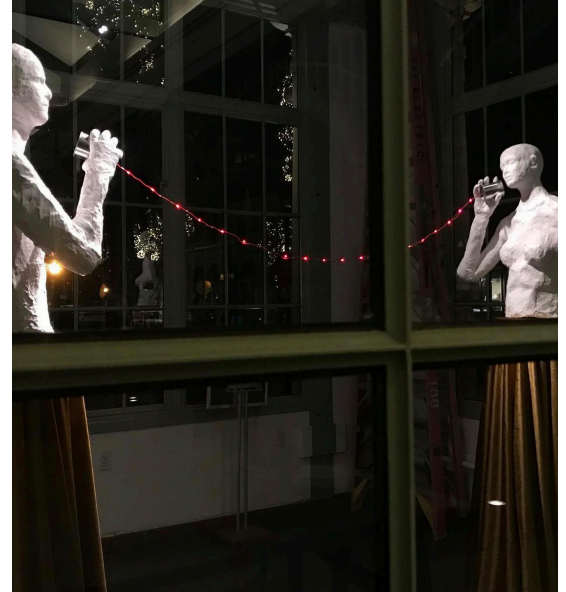
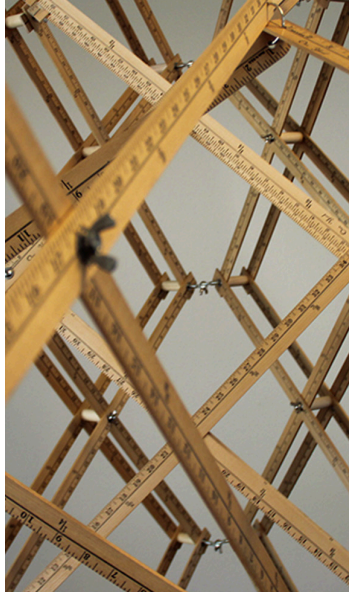
- Sidewalk Operations and Beautification
\$ 498,393.93
- District Identity and Signage
\$ 184,590.35
- Parking Management
\$ 64,606.62
- Administration/Corporate Operations
\$ 138,442.76
- Contingency/City and County Fees/Reserves
\$ 36,918.07



HIGHLIGHTS

Art Kiosk Installation Project

The RCIA pivoted the Art Kiosk Installations to public art displays visible 24/7 through the windows of the building. Throughout 2020, the Art Kiosk displayed numerous art installations curated by Fung Collaboratives. Located in one of the Courthouse Square kiosks, the project aims to further enhance and beautify the community for residents and visitors –while making downtown an artistic hub for emerging international and local artists to showcase their work.



Shadow Art Touchup

In December, the RCIA completed the touch ups of shadow art pieces throughout downtown Redwood City. The new paint, recommended by the murals' original artist Damon Belanger, features a better suited coating to withstand weather and heavy foot traffic. This will ensure that the murals remain in pristine condition for approximately two years.



Eat, Sip & Be

On June 24, 2020, the RCIA partnered with the City of Redwood City and the Downtown Business Group to launch “Eat, Sip & Be in RWC”, its open-air dining experience that allowed restaurants to expand dining to the streets seven days a week.

The restaurants took over various downtown streets including Theatre Way, the 2600 block of Broadway, Broadway between Middlefield Road and Main Street, and Main Street from Broadway to Middlefield Road. Several safety precautions were put into place including the installation of automatic hand sanitizer stations throughout the “Eat, Sip & Be in RWC” area.



**EAT
& SIP
& BE
IN RWC**



HIGHLIGHTS CONTINUED

#BeLocal

In addition to open-air dining, the RCIA launched the “#BeLocal” campaign aimed at encouraging the community to shop local. This campaign included taglines geared toward supporting the various types of businesses including “Be Local”, “Be Inspired”, “Be Creative”.



RCIA Bi-Weekly Newsletter

The RCIA continued sending bi-weekly newsletters throughout 2020. The emailers provided updates on COVID-19 restriction changes, business resources, upcoming events, and all things RCIA and downtown Redwood City.

REDWOOD CITY IMPROVEMENT ASSOCIATION

EXPLORE DOWNTOWN

NEIGHBORHOOD ENTERTAINMENT LANDSCAPE IMPROVEMENT SHOPPING BUSINESS EVENTS DINING

ALERT: Regional Stay Home Order

CALIFORNIA'S REGIONAL STAY-AT-HOME ORDER MAP

Regional Stay-at-Home Order goes into effect when a region falls below 15% remaining ICU capacity.

Map regions: Northern California, Greater Sacramento, Bay Area, San Joaquin Valley, Southern California

covid19.ca.gov

[Click to Learn More](#)

1450 Veterans Boulevard, Suite 125, Redwood City, CA 94063
CONTACT: 650-362-5017 info@visitrwc.org

REDWOOD CITY IMPROVEMENT ASSOCIATION

EXPLORE DOWNTOWN

NEIGHBORHOOD ENTERTAINMENT LANDSCAPE IMPROVEMENT SHOPPING BUSINESS EVENTS DINING

State Moves San Mateo County Into Orange Tier

SAN MATEO COUNTY IS AT Orange RISK LEVEL

Allowed Indoors

- Malls & retail stores
- Personal care services, nail & hair salons
- Family entertainment centers at 25% capacity
- Museums, Zoos, Aquariums at 50% capacity
- Places of worship at 50% capacity
- Movie theaters at 50% capacity
- Gyms & fitness centers + indoor pools at 25% capacity
- Restaurants at 50% capacity
- Wineries at 25% capacity

Allowed Outdoors

- Bars, breweries & distilleries with modifications
- Playgrounds & outdoor recreational facilities

Counties can move to a less restrictive level as COVID transmission goes down and testing goes up.

Stay diligent & follow safety guidelines: keep your distance, wear your mask, self quarantine if you've been exposed & get tested.

For more information, visit smcgov.org

CA COVID-19 Rent Relief for Renters and Landlords Struggling with Rent

Help is on the way for renters and landlords struggling with rent.

HousingIsKey.com

[Click to Learn More](#)

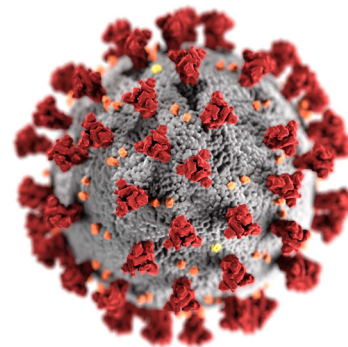
1450 Veterans Boulevard, Suite 125, Redwood City, CA 94063
CONTACT: 650-362-5017 info@visitrwc.org



COVID-19 CRISIS MANAGEMENT

Strategy

Olive Creative Strategies and RCIA worked together to produce a working newsletter and social media strategy. The key aspects of the strategies were to support the community, provide the facts, be a resource and also bring hope. A strategy was put into place during the onset of the COVID-19 news and the teams worked together to edit the strategy as regulations changed by the minute. Additionally, the team closely monitored conversations happening on posts and social media platforms to accurately answer and address inquiries, while maintaining supportive relationships within the community during this uncertain time.



Messaging

Olive Creative Strategies and RCIA worked to craft a detailed, informative and sensitive statement that can be used in press, social media, and all other communications. The statement evolved as news was released.

“In regard to concerns of COVID-19, the Redwood City Improvement Association (RCIA) is in frequent contact with city officials about the health and safety of residents. In addition to closely monitoring the situation and adhering to all regulations and guidelines, the city is regularly cleaning and disinfecting public facilities in the downtown area and beyond. RCIA also assures residents that local businesses have been encouraged to take extra precautions to help maintain a healthy and safe environment for everyone. For the most up to date information, please visit SAMCEDA at www.samceda.org.”

Social Media Timeline

- March 17 - Disaster Loan Assistance, COVID-19 statement & Art Kiosk postponed
- March 19 - Restaurants Open
- March 23 - Reshare graphic on flattening the curve (example: Washington Post simulator)
- March 25 - Self-Sheltering & Supporting Local
- March 27 - List how to safely support local businesses (include Restaurants Open/Close list link)
- March 30 - Downtown Redwood City businesses open
- March 31 - Cleanliness in Downtown Redwood City
- April 3 - Share SAMCEDA business resources
- April 6 - Art Kiosk schedule (TBD)
- April 8 - Window Decals* (Depending on if self-sheltering is lifted on April 7)
- April 10 - Support local businesses by purchasing gift cards (include link to list of businesses on website)
- May 6- National Nurses Day
- May 18- National Visit Your Relatives Day- Zoom edition
- May 27- Vesta provided boxed lunches to healthcare workers
- June 1- Update regarding planned protest in downtown
- June 9- Update on metered parking
- June 10- Posted in solidarity with Pride month
- June 12- Update regarding planned protest in downtown
- June 12- Art kiosk update
- June 15- Chalk Full of Fun chalk festival
- June 19- Redwood City Public Library Virtual Summer Learning Challenge
- June 19- Update regarding planned demonstration in courthouse square on June 21
- June 22- SM county History Museum online activities
- June 24- Announcement of Eat, Sip & Be
- July 13- Indoor dining closes
- July 16- Art kiosk: "Whisper"
- August 15- Art kiosk: "Epoch"
- August 28- Firefighter appreciation post: CZU Lightening complex fires
- Sept 3- Eat, Sip & Be expands to barbershops, fitness, hair & nail salons, and retail
- Sept 8- Art kiosk: "Numbers Crunchers"
- Sept 17- Orange skies air quality



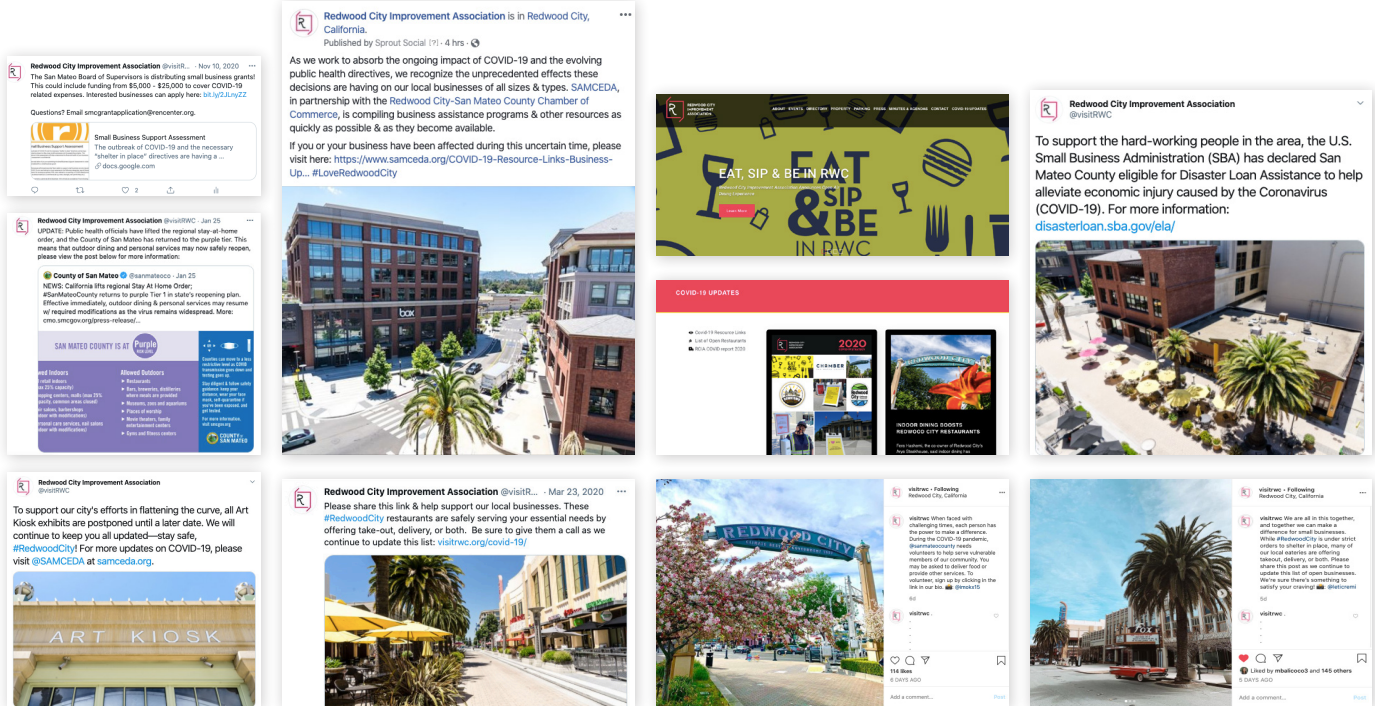
REDWOOD CITY IMPROVEMENT ASSOCIATION

COVID-19 CRISIS MANAGEMENT

Social Media Timeline

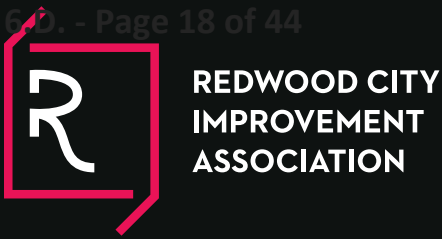
- Sept 22- San Mateo County enters red tier
- Oct 6- Movie theater opens
- Oct 20- History Museum re-opens
- Oct 27- San Mateo County Enters orange tier
- Oct 29- Zareen's opening post
- Nov 7- Marufuku Ramen opening post
- Nov 28- Small business Saturday
- Nov 30- Fitness post
- Dec 5- Return to SIP and purple tier
- Dec 22- Shared full list of restaurants open for takeout and delivery
- Jan 26- Announced return of ESB

Ongoing - Reshare posts/updates from SAMCEDA, Bay Area news outlets & public health organizations (i.e. WHO, CDC, CDH), & businesses in BID



Newsletter Timeline

- March 17 - Disaster Loan Assistance
- March 25 - Sheltering at Home & Supporting Local
- March 31 - Cleanliness in Downtown Redwood City
- April 8 - Window Decals* (Depending on if Sheltering-in-Place is lifted on April 7)
- April 18 - Temporary Short Term Parking Application for Downtown Businesses
- April 24 - Attention Small Businesses: Get Ready to Apply for a Small Business Grant
- May 7 - San Mateo County Strong Fund
- May 27 - Business Survey to Learn How RCIA Can Help Support
- June 5 - San Mateo County Revise Health Order and temporary Outdoor Dining
- June 9 - Art Kiosk and Patio Dining at Restaurants
- June 16 - Statement from City of Redwood City on Temporary Outdoor Dining COVID-19 Permits
- June 24 - Announcement of “Eat, Sip & Be” and Information for Business Owners
- July 9 - Dining Al Fresco with “Eat, Sip & Be in RWC”
- July 17 - COVID-19 Required Document Displays for Businesses in San Mateo County
- July 31 - “Eat, Sip & Be in RWC” Big Hit for Restaurants
- August 14 - The Main Gallery Brings Innovative & Exciting Art to Redwood City
- August 28 - Take Your Feast To-Go with World Eats & Blueprint for a Safer Economy
- September 3 - Expanded Outdoor Business Activity to Include Barbershops, Dining, Fitness & Training, Hair & Nail Salons
- September 11 - Recognize Redwood City Fire Department + Local Offerings from Restaurants
- September 22 - San Mateo Moves into the Second Stage (Red) & Details of What Changed
- September 24 - Indoor Operations & more Began as San Mateo Enters Red Tier
- October 9 - Redwood City Businesses Expand Indoors
- October 13 - Temporary Outdoor Business Program Preparing for Winter Comfort
- October 21 - California Health officials Release Guidance & Updates to State’s Blueprint for a Safe Economy
- October 26 - San Mateo County History Museum Reopens its Doors to the Public
- October 27 - Shopping Malls, Restaurants, Places of Worships Can Operate at High Capacity, Additional Restrictions Eased



**REDWOOD CITY
IMPROVEMENT
ASSOCIATION**

COVID-19 CRISIS MANAGEMENT

Newsletter Timeline

- November 3 - Information on 'Orange Tier' Webinar and What it Means for Businesses
- November 4 - Transit District Web Page Virtual Open House
- November 11 - Ways to Support Local Businesses This Holiday Season
- November 16 - San Mateo County Goes Back into Red Tier & What This Means for Businesses
- November 24 - Start Your Holiday Shopping During Small Business Saturday
- November 30 - San Mateo County Goes Back into Purple Tier & What This Means for Businesses
- December 3 - Information on California's Regional Stay-at-Home Order
- December 9 - Call all Redwood City Businesses: Survey to Learn How RCIA Can Help Support
- December 11 - Support Your Favorite Local Businesses This Holiday Season
- December 16 - San Mateo County Now Under Regional Stay-at-Home Order
- December 22 - Last-Minute Gifts and Treats for the Holidays



REDWOOD CITY
IMPROVEMENT
ASSOCIATION



EXPLORE DOWNTOWN



NEIGHBORHOOD



ENTERTAINMENT



LANDSCAPE
IMPROVEMENT



SHOPPING



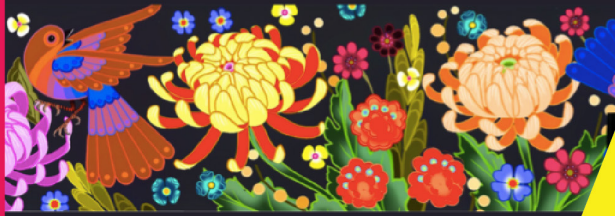
BUSINESS
EVENTS



DINING



CHECK OUT
THE NEW
PERRY STREET
MURAL -
IN PROGRESS!



ENTERTAINMENT

A beautiful rendering of the Perry Street Mural— starting construction today. Stop by in the months to come to see its progress!



ENTERTAINMENT

Our beloved Redwood City Public Library is a finalist for the 2021 National Medal for Museum and Library Service! The only library in the state of California among the 30 finalists.



U.S. Small Business
Administration



DINING

New Details Released: Restaurant Revitalization Fund
The restaurant industry has been among the hardest hit during the pandemic. This new program will provide restaurants with funding equal to their pandemic-related revenue loss up to \$10 million per business and only \$5 million per physical location.



COVID-19 CRISIS DESIGN WORK

Banners, Flags, Logos, Barriers & Social Media Graphics

RCIA and Olive worked quickly to design new banners, flags, barriers, and logos to be displayed throughout the downtown district along with hand sanitizer station signs. The goal being to promote the open-air dining experience in a safe way to the community. All promotional materials were designed and printed in just over one week.



A-Frames / Sandwich Boards

RCIA and Olive worked quickly to design five new A-Frames for the sandwich boards displayed throughout the downtown district. The goal is to promote a safe and clean community through images of people wearing masks. These posters were designed and printed within a two-day period.



Window Decals

Olive designed window stickers that will be printed at a later date. These stickers will go in the downtown area's business windows to exemplify and demonstrate the community's commitment to being safe, clean and healthy. The stickers were initially designed before the shelter in place was announced and will be used once the ban is lifted and restaurants/shops can conduct business as usual. The stickers will be 5x5 inches and have a clear background.



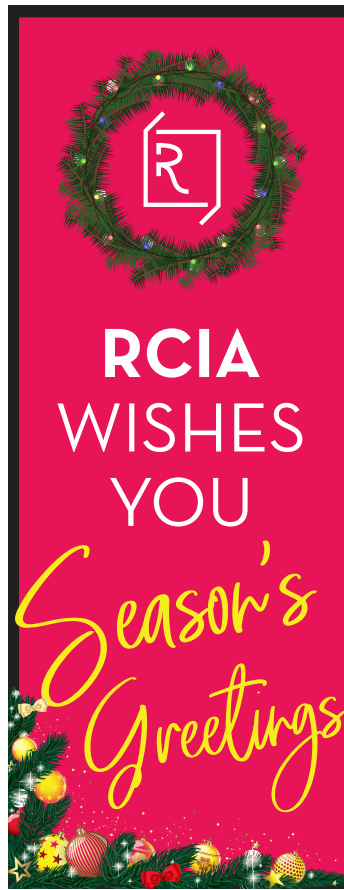


REDWOOD CITY
IMPROVEMENT
ASSOCIATION

RCIA HOLIDAYS

Holiday Activities & Décor

While the holidays might have felt a little differently this year, the RCIA did its part to keep the spirits of the holidays alive. The local community was encouraged to shop local all season long while also enjoying some holiday cheer with festive flags and lights.







A LOOK INTO 2020 – 2021 FISCAL YEAR

Extending the Art Kiosk Installation

After great success in pivoting the display of these public art installations to meet COVID-19 safety requirements, the RCIA is extending the Art Kiosk Installation into 2021 with 8-10 more exhibitions planned.



Extending “Eat, Sip & Be”

Following the success of the RCIA’s open-air dining experience called “Eat, Sip & Be in RWC”, the program has been extended through December 31, 2021. The RCIA is continuing to put the support of its businesses first and are in discussions with the City to create a parklet program for outdoor dining that will involve the installation of a number of permanent sidewalk extensions called “parklets” for various businesses located outside of the “Eat, Sip & Be” area in order to expand their operations outside, seven days a week.





A LOOK INTO 2020 – 2021

FISCAL YEAR CONTINUED

Placemaking Initiatives

RCIA Board approved a spend of \$59,400 for creating a placemaking program. Through this multi-faceted program, RCIA will revitalize its plan and design of public spaces by utilizing inspiration from our community. There are currently 10 distinct locations throughout the Downtown district that have been identified for revitalization. The goal of this program is to create a public space that benefits our community's happiness and well-being.



RCIA/City Partnership

The RCIA and the City of Redwood City partnership will continue through 2021 to collaborate on safety measures and projects including permanent barricades on both ends of Theater Way and the refurbishment of the street lights throughout downtown.





SOCIAL MEDIA HIGHLIGHTS

Social Media Highlights: Jan 2020- Jan 2021

The RCIA social media accounts continually featured 2-3 businesses in the community per week to help promote and bring awareness to the local restaurants, shops, gyms, and events. A minimum of \$2,000 per month was budgeted for social media ads to directly boost these promotional posts in support of the RCIA businesses.

Facebook Highlights

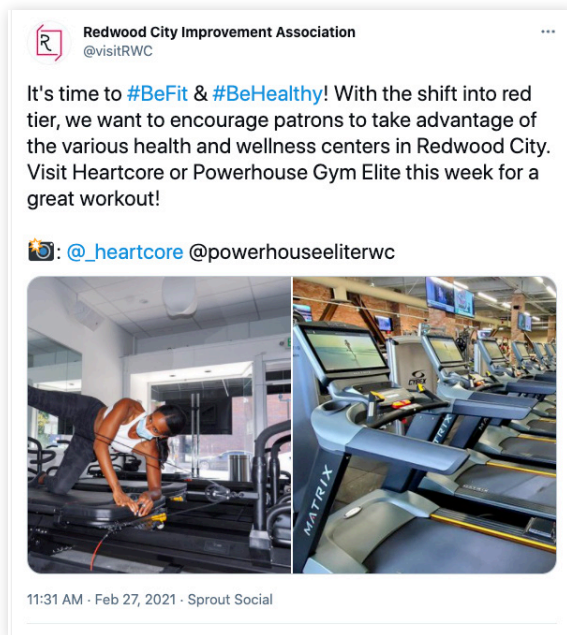
- Total impressions: 2,996,973
- Page likes gained: 3,850
- Total audience: 18,555
- Total engagements: 81,794

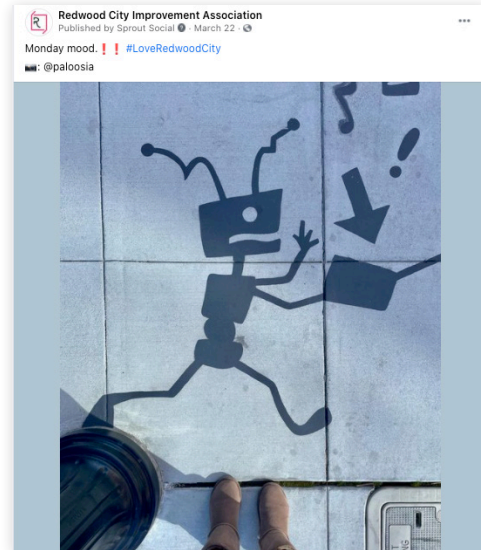
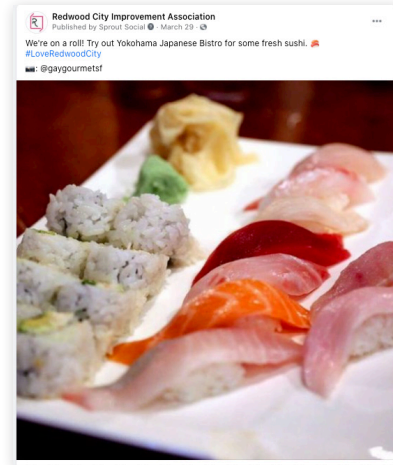
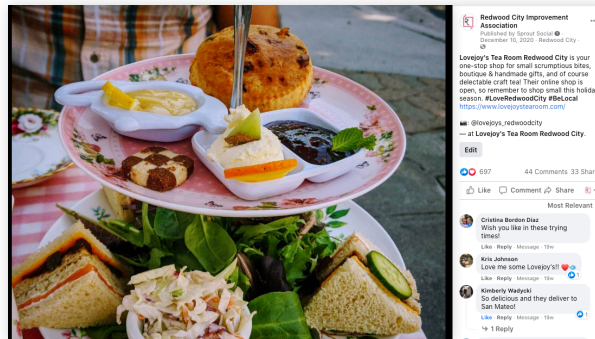
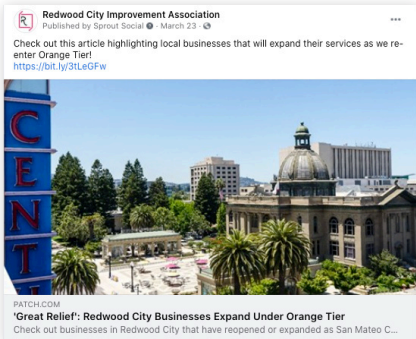
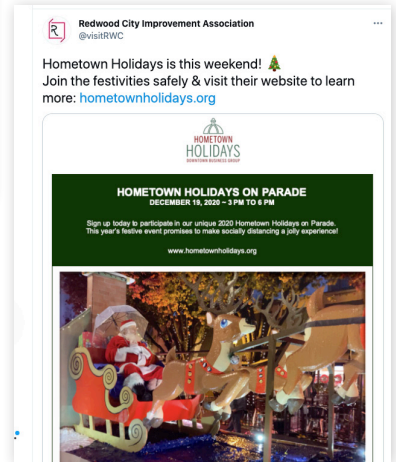
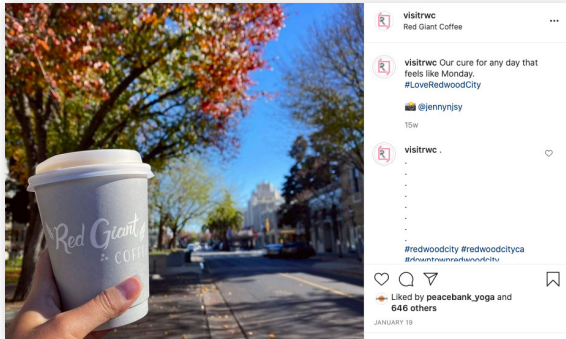
Instagram Highlights

- Total impressions: 791,330
- Followers gained: 1,050
- Total audience: 2,840
- Total engagements: 20,012

Twitter Highlights

- Total impressions: 165,883
- Followers gained: 475
- Total audience: 1,988
- Total engagements: 5,419





Social Media Ad Spending

\$2,000 per month x 12 months of 2020 = \$24,000



REDWOOD CITY
IMPROVEMENT
ASSOCIATION

MEDIA RELATIONS HIGHLIGHTS

The past year brought forth many media opportunities that highlighted the incredible things happening in the community. The main focus was giving a voice to the businesses that were so heavily impacted by COVID-19 restrictions. Some of the most noteworthy media hits include features in publications such as Climate RWC, San Francisco Chronicle and the San Mateo Daily Journal along with TV interviews on stations including KRON 4, KPIX 5, NBC Bay Area, and KTVU.



THE DAILY JOURNAL

Redwood City restaurateurs, faced with reduced operations, hoping for survival

By Sierra Lopez Daily Journal staff Nov 28, 2020

Bracing for cool winter months, an uptick in COVID-19 cases and stricter business limitations, restaurant owners in Redwood City say they remain cautiously hopeful their storefronts will survive the pandemic.

"It's just stupid hope and when the times are so hard you have to remember your why," said Jhan Bayari, the owner of Cyclismo Cafe at 871 Middlefield Road. "It takes a lot of fortitude as a person to get through this. You are creating your journey, your purpose and if you cannot do that you won't survive."

When COVID-19 first hit the Bay Area in March, many thought the virus would be under control within a few months, including Bayari, Peter Cuschieri, the co-owner of Angelica's at 863 Main St. and Manuel Martinez, the owner of LV Mar and La Viga. Now, eight months into the pandemic, each has had to adapt their business models to stay afloat, all while ensuring the safety of their employees and customers.

"COVID-19 cases are rising and it's unsettling not knowing what's going to happen," said Martinez. "We just [have to] make a brand-new plan. We're not sure if we don't know what letter but we're going back to the beginning."

Patch

Valentine's Day: SF Bay Area Dining & Event Guide 2020

Whether your sweetheart loves romantic dinners, heart-shaped steaks, Breadstick Bouquets or a Valentine's seance, Patch has you covered.

By Susan C. Schena, Patch Staff

Feb 6, 2020 12:56 pm PT | Updated Feb 9, 2020 9:01 pm PT

DONATO ENOTECA, 1041 Middlefield Road, Redwood City, CA

Dine in style Feb. 14, with a choice of three-course (\$68) or four-course (\$79) prix-fixe menus for the "San Valentino Dinner." Menu items include such options as shrimp home-made ravioli, Mediterranean-sea bass fillet or grilled, gas-fed, dry-aged rib-eye. Dessert is a surprise! [Details and reservation info here.](#)

The Mercury News

Redwood City devotes downtown streets to open-air restaurants

Alfresco dining zones will remain in place through Sept. 30

By LINDA ZAVORAL June 26, 2020

Redwood City is joining the street dining crowd.

A new initiative called "[Eat, Sip & Be in RWC](#)" will allow businesses in the city's restaurant rich downtown to expand to the streets and sidewalks with tables for open-air dining.

From now through Sept. 30, restaurants and their customers are taking over a number of streets including Theatre Way, Broadway between Middlefield Road and Main Street, an Main Street from Broadway to Middlefield Road.

Sidewalk cafes have been added to several other blocks, including Broadway from Middlefield to El Camino Real. Other features include parklets and temporary parking spots for grab go customers.

Changing restrictions

ner of three restaurants, Martinez said he's thankful for what support he has received despite revenue being down 50%. After a summer, cooler weather has already reduced his clientele at both City restaurants on Broadway and a third which recently opened in called San Agus. Outdoor dining instituted in both cities served as a

EATER SAN FRANCISCO

Peninsula Restaurants Open for Takeout and Delivery During the Coronavirus Shutdown

A running list of spots where you can still get a good meal. Listed alphabetically

by Becky Duffell | Updated Apr 6, 2020

This is a running list of Peninsula restaurants that are open for takeout and delivery during the new coronavirus (COVID-19) shelter-in-place orders. Things are changing day by day, so before venturing out, please call ahead or check social media to confirm that the restaurant you're seeking is still open for business. If you have a spot to add or see a place that has closed, please drop us a line.

Time Jul 10, 2020 9:33 AM EDT
Local Broadcast Time 6:33 AM PDT

STREETS CLOSE FOR OUTDOOR DINING

ECONOMY: BUILDING A BETTER BAY AREA

REDWOOD CITY

6:33
6:52

CANLAND HIGH 78 - LOW 55 MOSTLY SUNNY
PACIFICA HIGH 81 - LOW 53 MOSTLY SUNNY

SPORTS: Women's soccer players kneel in union for anthem as first U.S. pro sports league resumes play, C1

Redwood City devotes downtown streets to open-air restaurants

By Linda Zaccaro
Redwood City is joining the street dining crowd. A new initiative called "Eat, Sip & Be in RWC" will allow businesses in the city's restaurant district to expand to the streets and sidewalks with tables for open-air dining.

Through Sept. 30, restaurants and their customers are taking over several streets including Theatre Way, Broadway between Middlefield Road and Main Street, and Main Street

from Broadway to Middlefield Road. Sidewalk cafes have been added to several other blocks, including Broadway from Middlefield to El Camino Real. Other features include parklets and temporary parking spots for walk-and-go customers.

"Open-air dining is an incredible opportunity for the city and its local businesses after the ups and downs these resilient communities have faced," Amy Bookman, executive director of the Redwood City Improvement Association, said in a statement.

"We combined our efforts with the Downtown Business Group, the City of Redwood City and the Redwood City San Mateo County Chamber of Commerce to create an experience that helps our small businesses begin to recover from the last few months while also bringing our community together in a socially distanced and healthy manner."

County has started allowing indoor dining as part of the COVID-19 reopening. The all-fresco concept allows more restaurants to spread out tables — and provides an option for small eateries that cannot successfully accommodate outdoor customers indoors.

The RWCIA has installed hand sanitizing stations throughout the area, and social distancing is required. Diners are encouraged to make reservations for the tables.

Other cities embracing street dining include Oakland, Palo Alto and Menlo Park.

Details: Find a map of street closures and sidewalk cafes at visitRWC.org.

Contact Linda Zaccaro at 408-900-0860.

Patch Redwood City-Woodside, CA

Redwood City Launches Campaign Urging Residents To Shop Local

Redwood City Improvement Association launches campaign aimed at rallying the community behind local businesses this holiday season.

By Gideon Rubin, Patch Staff Nov 25, 2020 2:59 pm PT

Time Jul 10, 2020 9:59 AM EDT
Local Broadcast Time 6:59 AM PDT

"EAT, SIP AND BE IN RWC"

6:58 6:01

SAN BRUNO 75/51 - SAN MATEO 78/60
PACIFICA 84/58 - REDWOOD CITY 82/57

San Francisco Chronicle

How Bay Area restaurants are winterizing outdoor spaces: an 85-foot Christmas tree and fire pits

Janelle Bitker | Nov. 6, 2020

All around the Bay Area, restaurateurs are adding roofs to parklets, tents to patios and heaters by tables in the hopes of combating rain and chill, in one case spending as much as \$10,000 a month to rent equipment. Another restaurant is surrounding tables with an 85-foot Christmas tree and lights for a winter wonderland theme — whatever it takes to get

the horizon for the first time in
ered showers throughout

Time Dec 24, 2020 9:31 PM EST
Local Broadcast Time 6:31 PM PST

MANUEL MARTINEZ
CHEF OWNER, LA VIDA LIV MAR

Patch Foster City, CA

'Eat, Sip & Be In RWC': Al Fresco Options Abound In Redwood City

Outdoor dining is a breeze as numerous restaurants are catering to diners with new open-air spaces.

By Susan C. Schena, Patch Staff Aug 10, 2020 12:05 pm PT

Patch Redwood City-Woodside, CA

Redwood City Promotes 'Culinary Excursions'

Redwood City is promoting its rich culinary diversity in an effort to boost local businesses amid the coronavirus crisis.

By Gideon Rubin, Patch Staff Sep 16, 2020

KRON 4 ON

RESTAURANTS BRACING FOR STAY-AT-HOME ORDER IN REDWOOD CITY

GREG ST. CLAIRE
MILADORS

Published on December 12, 2020

REDWOOD CITY, CA — To keep business alive during this summer coronavirus pandemic, a slew of Redwood City restaurants are heading outside, adding open-air dining spaces and joining the "Eat, Sip & Be in RWC" experience.

REDWOOD CITY, CA — At a time when a global pandemic eliminates the possibility of global travel, Peninsula residents don't have to go far to experience some of the world's faraway wonders — at least from a culinary standpoint.

As we look back on 2020, we cannot help but be inspired by the many small businesses and the community who continued to show up and support them. With the outbreak of COVID-19, everyone's lives have forever been affected. As many of you know, the focus of the Redwood City Improvement Association is to make downtown Redwood City a better place for everyone, from our residents to our visitors. In 2020, this was ever more important as many small businesses had to reinvent their business models and quickly adapt with ever changing safety protocols. Ensuring the survival of our local businesses was our number one priority throughout 2020.

Looking back, together we implemented some incredible projects that worked to support our many local businesses and shined a light on the incredible work each of them do. From the launch of "Eat, Sip & Be in RWC" to support our restaurants to our "#BeLocal" campaign that showcased the incredible diversity of the businesses in Downtown Redwood City, to showcasing some incredible local artists with the ongoing monthly Art Kiosk installations giving people something to smile about when we all needed it most.

This past year, even with many strict safety protocols, we continued to make amazing upgrades for our community and look forward to continuing this momentum throughout 2021.

Thank you,



President, Don Gibson
Executive Director, Amy Buckmaster



Redwood City Improvement Association



Financial Statements

November 30, 2020

with Comparative Total for November 30, 2019

Redwood City Improvement Association

(A California Nonprofit Corporation)

| | |
|---|----|
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| Statements of Cash Flows..... | 4 |
| Statements of Functional Expenses | 5 |
| Notes to Financial Statements | 6 |
| Supplementary Information | |
| Budget Comparison Schedule | 10 |



Independent Accountant's Review Report

The Board of Directors
Redwood City Improvement Association
Redwood City, California

We have reviewed the accompanying financial statements of Redwood City Improvement Association (a California Nonprofit Corporation) (the "Association"), which comprise the statement of financial position as of November 30, 2020, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Other Matter

The prior year summarized comparative information has been derived from the Association's financial statements for the year ended November 30, 2019, which were reviewed by us, and in our report dated February 21, 2020, we noted we were not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink that reads "Eide Bailly LLP".

Menlo Park, California
May 06, 2021

Redwood City Improvement Association
 Statements of Financial Position
 November 30, 2020
 with Comparative Totals as of November 30, 2019

| | <u>2020</u> | <u>2019</u> |
|----------------------------------|--------------------------|--------------------------|
| Assets | | |
| Current assets | | |
| Cash and cash equivalents | \$ 683,802 | \$ 758,154 |
| Noncurrent assets | | |
| Property and equipment | 393,758 | 393,758 |
| Less accumulated depreciation | <u>(300,954)</u> | <u>(262,789)</u> |
| Total noncurrent assets | <u>92,804</u> | <u>130,969</u> |
| Total assets | <u><u>\$ 776,606</u></u> | <u><u>\$ 889,123</u></u> |
| Liabilities and Net Assets | | |
| Liabilities | \$ - | \$ - |
| Net Assets | | |
| Without donor restrictions | <u>776,606</u> | <u>889,123</u> |
| Total liabilities and net assets | <u><u>\$ 776,606</u></u> | <u><u>\$ 889,123</u></u> |

Redwood City Improvement Association

Statements of Activities

Year Ended November 30, 2020

with Comparative Total for the Year Ended November 30, 2019

| | Without Donor Restrictions | With Donor Restrictions | Total 2020 | Total 2019 |
|--|-------------------------------|----------------------------|-------------------|-------------------|
| Support and Revenue | | | | |
| Governmental grants | \$ - | \$ 922,655 | \$ 922,655 | \$ 922,655 |
| Miscellaneous income | - | - | - | 76 |
| Net assets released from restrictions | 922,655 | (922,655) | - | - |
| Total support and revenue | 922,655 | - | 922,655 | 922,731 |
| Expenses | | | | |
| Program services | | | | |
| Administration and corporate operations | 9,916 | - | 9,916 | 6,983 |
| Contingency, city and county fees | - | - | - | 75 |
| District identity and signage | 255,200 | - | 255,200 | 160,152 |
| Parking management | 61,568 | - | 61,568 | 55,362 |
| Sidewalk operations and beautification | 526,590 | - | 526,590 | 463,064 |
| Depreciation | 38,165 | - | 38,165 | 53,576 |
| Management and general Management and oversight | 143,733 | - | 143,733 | 136,636 |
| Total expenses | 1,035,172 | - | 1,035,172 | 875,848 |
| Change in Net Assets | (112,517) | - | (112,517) | 46,883 |
| Net Assets, Beginning of Year | 889,123 | - | 889,123 | 842,240 |
| Net Assets, End of Year | \$ 776,606 | \$ - | \$ 776,606 | \$ 889,123 |

Redwood City Improvement Association

Statements of Cash Flows

Year Ended November 30, 2020

with Comparative Totals for the Year Ended November 30, 2019

| | <u>2020</u> | <u>2019</u> |
|---|-------------------|-------------------|
| Operating Activities | | |
| Change in net assets | \$ (112,517) | \$ 46,883 |
| Adjustments to reconcile change in net assets to net cash provided by operations | | |
| Depreciation | <u>38,165</u> | <u>53,576</u> |
| Net cash flows provided from operating activities | (74,352) | 100,459 |
| Beginning Cash and Cash Equivalent | <u>758,154</u> | <u>657,695</u> |
| Ending Cash and Cash Equivalent | <u>\$ 683,802</u> | <u>\$ 758,154</u> |

Redwood City Improvement Association

Statements of Functional Expenses

Year Ended November 30, 2020

With Comparative Totals for the Year Ended November 30, 2019

| | Program Services | Supporting Services | Total 2020 | Total 2019 |
|---|------------------------------|------------------------------|---------------------|-------------------|
| | Total Program Expenses | Management and General | Total Expenses | Total Expenses |
| Administration and Corporate Operations | | | | |
| Management and oversight | \$ - | \$ 139,833 | \$ 139,833 | \$ 132,876 |
| Insurance | 509 | - | 509 | 5,589 |
| Office expense | 534 | - | 534 | 465 |
| Miscellaneous | 8,873 | - | 8,873 | 929 |
| Professional services | - | 3,900 | 3,900 | 3,760 |
| Contingency, City and County Fees | | | | |
| Legal Fees | - | - | - | 75 |
| District Identity and Signage | | | | |
| Advertising | 255,200 | - | 255,200 | 160,152 |
| Parking Management | 61,568 | - | 61,568 | 55,362 |
| Sidewalk Operations and Beautification | | | | |
| Maintenance fee | 266,694 | - | 266,694 | 275,172 |
| Light show costs | 4,050 | - | 4,050 | 20,550 |
| Projection mapping | 202,656 | - | 202,656 | 61,042 |
| Outside services | 50,000 | - | 50,000 | 100,000 |
| Storage | 3,190 | - | 3,190 | 6,300 |
| Depreciation | 38,165 | - | 38,165 | 53,576 |
| Total expenses | <u>\$ 891,439</u> | <u>\$ 143,733</u> | <u>\$ 1,035,172</u> | <u>\$ 875,848</u> |

Note 1 - Summary of Significant Accounting Policies**Organization**

The Redwood City Improvement Association (the Association) was incorporated in the State of California on October 15, 2014 as a nonprofit public benefit corporation. The Association provides programs and services within Downtown Redwood City and its surrounds to bring about its revitalization, its investment capital, and the increased provision of quality public improvements of educational, cultural, artistic, charitable and social services. The Association is supported primarily through grants from the City of Redwood City.

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the Association's reviewed financial statements for the year ended November 30, 2019, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents for the purposes of the statement of cash flows consist of cash held in checking account and available for current operations. The Association maintains cash balances in financial institutions which are insured up to \$250,000. At November 30, 2020, \$194,113 in the bank exceeds Federal depository insurance coverage.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. The Association reports contributions restricted by donors as increases in net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

At November 30, 2020, the Association has only net assets classified as net assets without donor restrictions and are held for beautifying Redwood Downtown from City of Redwood City.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met.

Property and Equipment

The Association capitalizes property and equipment purchased or donated with a fair value over \$5,000. Lesser amounts are expensed when purchased. Donations of property and equipment are recorded as contributions at their estimated fair value, if known. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. There is no donation of property or equipment in the current year. Routine maintenance and repairs are charged to expense as incurred. Depreciation is computed on the double decline method based on the assets' estimated useful lives ranging from three to ten years.

Donated Services, Goods, and Facilities

From time to time, there might be a number of volunteers who have donated their time and experience to the Association's program services during the year. However, these donated services are not reflected in the financial statements since there is no readily determined method of valuing the services.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires the Association to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

Income Taxes

The Association is a nonprofit public benefit corporation that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (IRC) and classified by the Internal Revenue Service (IRS) as other than a private organization. Contributions received qualify as tax deductible gifts as provided in Section 170(c)(2). The Association is also exempt from California State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. Accordingly, no provision for income taxes has been reflected in these financial statements. Each entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Association is subject to income tax on net income that is derived from business activities that are unrelated to their exempt purposes. The Association determined that its entity is not subject to unrelated business income tax and have not filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the statements of activities. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, depreciation, and amortization, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, office expenses, information technology, interest, insurance, and other, which are allocated on the basis of estimates of time and effort.

Accounting Standard Update (ASU) Effective in the Current Year

The Association adopted the provisions of ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (ASU 2018-08) applicable to contributions received. ASU 2018-08 clarifies and improves the scope and the accounting guidance for contributions received and contributions made. As of November 30, 2020, the Association has implemented the provisions of ASU 2018-08 on a modified prospective basis to agreements that were not completed as of the date of the adoption or were entered after the date of adoption. Management determined that adoption of this standard did not have a significant impact on the Association's financial statements.

Subsequent Events

The Association has evaluated subsequent events through May 06, 2021, the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

Note 2 - Liquidity and Availability

Financial assets available for general expenses, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise of \$683,802 cash and cash equivalents.

Note 3 - Market Value of Financial Assets and Liabilities

The Association determines the fair market values of certain financial instruments based on the fair value hierarchy established in FASB ASC 820-10-50, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value. The following provides a summary of the hierarchical levels used to measure fair value:

- Level 1 - Quoted prices in active markets for identical assets or liabilities.
- Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities.
- Level 3 - Unobservable inputs that are supported by little or no market activity.

The Association did not have any assets or liabilities recorded at fair value as of November 30, 2020.

Note 4 - Property and Equipment

Property and equipment at November 30, 2020, had a total cost of \$393,758 and consisted mainly of projectors, LED tree lights, and digital lighting equipment. Depreciation expense for the year ended November 30, 2020, was \$38,165.

Redwood City Improvement Association
Budget Comparison Schedule
Year Ended November 30, 2020

| | <u>Budget</u> | <u>Actual</u> | <u>Variance</u> |
|---|-------------------|-------------------|---------------------|
| Support and Revenue | | | |
| Governmental grants | \$ 922,655 | \$ 922,655 | \$ - |
| Total support and revenue | <u>922,655</u> | <u>922,655</u> | <u>-</u> |
| Expenses | | | |
| Administration and corporate operations | 138,443 | 153,649 | (15,206) |
| Contingency, city and county fees | 36,918 | - | 36,918 |
| District identity and signage | 184,590 | 255,200 | (70,610) |
| Parking management | 64,607 | 61,568 | 3,039 |
| Sidewalk operations and beautification | 498,394 | 526,590 | (28,196) |
| Depreciation | - | 38,165 | (38,165) |
| Total expenses | <u>922,952</u> | <u>1,035,172</u> | <u>(112,220)</u> |
| Change in Net Assets | (297) | (112,517) | (112,220) |
| Net Assets, Beginning of Year | <u>889,123</u> | <u>889,123</u> | <u>-</u> |
| Net Assets, End of Year | <u>\$ 888,826</u> | <u>\$ 776,606</u> | <u>\$ (112,220)</u> |



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 11, 2021

SUBJECT

Resolution accepting a donation of \$89,089 from the Redwood City Friends of the Library to support Library programs, events, and activities

RECOMMENDATION

Adopt a resolution of the City Council of the City of Redwood City 1) approving and accepting a donation of \$89,089 from the Friends of the Redwood City Public Library; and 2) increasing General Fund revenue and expenditure budgets by \$89,089 in the Library Department.

STRATEGIC PLAN GUIDING PRINCIPLE

Children and Youth

BACKGROUND

On an annual basis, The Friends of the Redwood City Public Library (The Friends) contributes funding to support the majority of events, programs, and activities held at all three Redwood City Public Library locations. The Friends of the Redwood City Public Library is a 501(c)3 nonprofit organization founded in 1972 to raise funds through membership dues, donations, and the sale of donated books and other materials. Over the past decade, The Friends have donated over \$800,000 for Library operations, including the annual Summer Learning Challenge, bilingual early literacy programs, Traveling Storytime, children's author visits, community outreach activities, giveaway books for families, teen programs, Library Takeover events, and adult cultural activities like authors, musicians, Diversity/Equity/Inclusion-oriented events, and more.

On August 8, 2016, the City Council adopted the Donations, Sponsorships, and City-related Foundation Grant Policy, which established a framework for acceptance of donations. Under that policy, the City Council must approve any donations greater than \$60,000.00.

ANALYSIS

On September 1, 2021, the Board of The Friends approved funding of \$73,639 for Library programs and events for children and youth for their upcoming fiscal year, which runs from September 1, 2021 to August 31, 2022. On September 22, 2021, the Board of the Friends approved an additional \$15,450 for activities for adults. The Library does not receive an allocation of City General Fund money to support these events, so the funding from The Friends is integral to the activities for which the Library is highly regarded by the residents of Redwood City, the broader community of libraries in the Bay Area, and national entities like the federal Institute of Museum and Library Services, which ranked Redwood City Public Library in the top fifteen libraries in the United States in its recent National Medal for Museum and Library Service award process. The activities supported by the donation from The Friends advance key City priorities, including but not limited to the City Council's Strategic Priority of Children and Youth and its Guiding Principle of Equity. The donation also directly enhances the City's ability to provide Library services to the public in accordance with the Library Service Priorities of Inclusion, Equity, Awareness, Safety, and Education.

FISCAL IMPACT

If the \$89,089 donation is accepted, a budget adjustment will be made to accommodate the donation by increasing revenue in the General Fund by \$89,089 and increasing expenditures in the Library budget by the corresponding amount of \$89,089.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may choose not to adopt the resolution approving and accepting the donation, which would result in the City needing to identify alternative sources of funding for Library events.

ATTACHMENTS

Attachment A – Resolution approving and accepting a donation of \$89,089 for the Redwood City Library

REPORT PREPARED BY:

Derek Wolfgram, Library Director
dwolfgram@redwoodcity.org
(650) 780-7060

APPROVED BY:

Derek Wolfgram, Library Director
Alex Khojikian, Assistant City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY 1) APPROVING AND ACCEPTING A DONATION OF \$89,089 FROM THE FRIENDS OF THE REDWOOD CITY PUBLIC LIBRARY, AND 2) INCREASING GENERAL FUND REVENUE AND EXPENDITURE BY \$89,089 IN THE LIBRARY DEPARTMENT

WHEREAS, on September 1, 2021, the Friends of the Redwood City Public Library (“the Friends”) unanimously approved a donation of \$73,639 to the Redwood City Public Library (“Library”) for programs and events; and

WHEREAS, on September 22, 2021, the Friends unanimously approved an additional donation of \$15,450 to the Library for programs and events; and

WHEREAS, the above mentioned funds are intended to be used for programs and events for all ages at all three locations of the Library; and

WHEREAS, the donation advances key City priorities, including but not limited to the City Council’s Strategic Priority of Children and Youth and its Guiding Principle of Equity; and

WHEREAS, the donation directly enhances the City’s ability to provide Library services to the public in accordance with the Library Service Priorities of Inclusion, Equity, Awareness, Safety, and Education; and

WHEREAS, the City Council wishes to approve and accept the donation from The Friends and increase General Fund revenue and Expenditure budgets for the Library in order to facilitate Library programs and events.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The City Council hereby approves and accepts the donation from the Friends in the amount of Eighty Nine Thousand Eighty Nine Dollars (\$89,089).
2. The General Fund revenue and expenditure budgets for the Library shall be increased by Eighty Nine Thousand Eighty Nine Dollars (\$89,089).
3. This resolution shall be effective upon adoption.

* * *



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 11, 2021

SUBJECT

Resolution declaring the continued state of local emergency caused by the COVID-19 pandemic supporting continuation of remote meetings to preserve public health and safety

RECOMMENDATION

Adopt a resolution of the City Council of the City of Redwood City declaring the continued state of local emergency caused by the COVID-19 pandemic and making findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue to teleconference in order to ensure the health and safety of the public.

STRATEGIC PLAN GUIDING PRINCIPLES

Healthy Community for All

BACKGROUND

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19.

Subsequently on March 12, 2020, the City of Redwood City adopted a [resolution](#) proclaiming the existence of a local emergency caused by the Coronavirus (COVID-19), as cases began rising rapidly throughout San Mateo County.

On March 17, 2020 Governor Newsom issued [Executive Order N-29-20](#) authorizing exemptions to certain requirements under the Brown Act and the Bagley-Keene Open Meeting Act relating to teleconferencing rules. These exemptions facilitated virtual meetings so that state and local agencies could continue to

provide services with a remote workforce and elected officials. Redwood City began holding virtual meetings on March 23, 2020, and have continued this virtual format pursuant to [Executive Order N-08-21](#), which extended the previous order until September 30, 2021.

With the persistence of the Covid-19 pandemic and expiration of N-08-21 approaching, [Assembly Bill \(AB\) 361 \(Rivas\)](#) was introduced. AB 361 permits public agencies to teleconference for public meetings without adhering to the Brown Act's teleconferencing requirements when the Governor proclaims a state of emergency. On September 16, 2021 Governor Newsom signed AB 361, which sets guidelines for local agencies using teleconferencing to conduct public meetings during an emergency.

Due to the recent presence of the virus' Delta variant, which resulted in ten times the number of confirmed COVID-19 cases throughout the county since June 2021, San Mateo County Health Department issued [Health Order C19-12](#) on August 2, 2021 re-implementing the mask guidelines regardless of vaccination status. Taking these factors into account, Redwood City has continued its public meetings in the virtual setting and wishes to maintain this format to preserve the health and safety of its staff, elected officials and constituents.

ANALYSIS

AB 361 has been signed into law by the Governor and allows local legislative bodies to continue to meet remotely beyond the current executive order's expiration of September 30, 2021, in any of the following circumstances:

- The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
- The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees. (Gov. Code § 54953(e)(1)(A)-(C).)

Staff has determined the following findings can be made to meet the above provisions of AB 361:

- The state of California remains under the COVID-19 state of emergency proclaimed by the Governor pursuant to the California Emergency Services Act
- The emergency continues to directly impact the ability of members to meet safely in person
- State or local officials continue to impose or recommend measures to promote social distancing (Gov. Code § 54953(e)(3)(B)(i)-(ii).)

Now that AB 361 has been signed into law, staff recommends that the City Council approve a resolution making necessary findings so that the City may continue to teleconference public meetings without adhering to all of the Brown Act's teleconferencing requirements, in order to ensure the health and safety of the public. Staff also recommends the resolution identify that the City will comply with all of AB 361's requirements to provide public access to meetings. The Council Guide to Communications and Business states that public comment for non-agenda items and the consent calendar is generally for thirty (30) minutes, but neither the Council nor other City Brown Act bodies currently provide for a specific timed general public comment period. Neither the Council nor other City Brown Act bodies will impose a time limit on public comment at teleconferenced public meetings under AB 361. The City Council may continue to teleconference public meetings under AB 361 if the City Council makes findings every 30 days during the proclaimed state of emergency.

FISCAL IMPACT

There is no fiscal impact associated with adopting the proposed resolution.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may choose to not adopt the resolution or declare staff's findings, however the City may not be subject to the Brown Act exemptions that would be allowed under AB 361.

ATTACHMENTS

Attachment A – Draft resolution

REPORT PREPARED BY:

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(650) 780-7221

APPROVED BY:

Pamela Aguilar, City Clerk
Alex Khojikian, Assistant City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DECLARING THE CONTINUED STATE OF LOCAL EMERGENCY AND NEED FOR THE CITY COUNCIL AND OTHER CITY LEGISLATIVE BODIES SUBJECT TO THE RALPH M. BROWN ACT TO CONTINUE TO TELECONFERENCE IN ORDER TO ENSURE THE HEALTH AND SAFETY OF THE PUBLIC

WHEREAS, on March 4, 2020, the Governor of the State of California (“Governor”) proclaimed a State of Emergency pursuant to Government Code Section 8265 due to the COVID-19 pandemic, which State of Emergency remains in effect as of the date of this Resolution, as do the existence of conditions of extreme peril to the safety of persons within the state under which the proclamation was issued; and

WHEREAS, on March 16, 2020, the City Council adopted Resolution No. 15827 declaring a local emergency due to COVID-19, which local emergency remains in effect as of the date of this Resolution, as do the facts, circumstances, and emergency under which the declaration was issued; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other electronic means; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which terminated Executive Order N-29-20’s suspension of those Ralph M. Brown Act provisions related to teleconferencing on September 30, 2021; and

WHEREAS, the City, including its City Council and all other City legislative bodies subject to the Ralph M. Brown Act (“Brown Act Bodies”) have been holding meetings using teleconferencing and virtual meeting technology in an effort to help protect City officials, the public and City staff from COVID-19; and

WHEREAS, COVID-19 continues to spread and the Delta variant (a highly infectious COVID-19 strain) has emerged, resulting in ten times the number of confirmed COVID-19 cases throughout San Mateo County since June 2021; and

WHEREAS, the California Occupation Health and Safety Administration has issued COVID-19 Prevention Emergency Temporary Standards (“ETS”) which, among other things, require employees to wear masks indoors with limited exceptions, such as when they are eating and drinking, provided they can maintain six feet of distance from other persons; and

WHEREAS, on August 2 2021, in response to the Delta variant, the San Mateo County Health Department issued Order C19-12, which requires all individuals to wear face coverings when indoors in workplaces and public settings; and

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WHEREAS, the City has made social distancing recommendations to its employees, including the recommendation that they maintain six feet of distance from each other whenever possible, that only two people use a shared bathroom at a time, and that employees should refrain from sharing food; and

WHEREAS, because of the rise in COVID-19 cases due to the Delta variant, the City is concerned about the health and safety of all individuals who intend to attend public meetings of the City in person; and

WHEREAS, on September 16, 2021, the Governor signed AB 361 into law as an urgency measure that went into effect immediately; and

WHEREAS, AB 361 authorizes local legislative bodies to continue to conduct meetings using teleconferencing without complying with the Ralph M. Brown Act's standard teleconferencing requirements if certain conditions are met; and

WHEREAS, AB 361 requires local findings that meeting in person would present an imminent risk to the health and safety of attendees; and

WHEREAS, the City desires to continue conducting public meetings of its Brown Act Bodies using teleconferencing as authorized by AB 361.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY RESOLVES AS FOLLOWS:

1. The City Council hereby finds and determines that the foregoing recitals are true and correct; the recitals are hereby incorporated by reference into each of the findings as though fully set forth therein.

2. The City Council has reviewed the need for continuing the local emergency as identified in Resolution No. 15827 and finds that such proclamation remains in effect as of the date of this Resolution, as do the facts, circumstances, and emergency under which they were issued, and finds that there is a need for continuing the local emergency.

3. In compliance with AB 361, the City Council makes the following findings:

- a. The City Council has reconsidered the circumstances of the state of emergency, and the state of emergency remains active; and
- b. The state of emergency continues to directly impact the ability of the City's Brown Act Bodies, as well as staff and members of the public, to meet safely in person.
- c. State or local officials continue to impose or recommend measures to promote social distancing.

4. Meetings of the City's Brown Act Bodies will continue to be conducted via teleconference, pursuant to AB 361.

5. This Resolution will be effective upon adoption.

* * *



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 11, 2021

SUBJECT

Resolution approving the implementation of the SB 1383 Memorandum of Understanding with the South Bayside Waste Management Authority (MOU)

RECOMMENDATION

Adopt a resolution approving the SB 1383 Memorandum of Understanding with the South Bayside Waste Management Authority (SBWMA) to allow SBWMA to perform SB 1383 related duties and responsibilities on behalf of SBWMA's member agencies, and authorizing the City Manager to execute said SB 1383 Memorandum of Understanding and make any minor, clarifying and conforming changes approved by the City Attorney.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

In September 2016, SB 1383 (Lara, Chapter 395, Statutes of 2016) established statewide methane emissions reduction targets in an effort to reduce emissions of short-lived climate pollutants (food scraps, yard debris, paper products) in various sectors of California's economy. It includes statewide goals to reduce the disposal of organic waste and recover edible food for human consumption. To accomplish these statewide goals, SB 1383 regulations, which were approved on November 3rd 2020, include prescriptive requirements for jurisdictions related to recycling and organics collection, inspection, and enforcement policies and programs and edible food recovery. The SBWMA and its Member Agencies must comply with nearly all SB 1383 requirements by January 1, 2022, with the significant exception that enforcement actions do not need to commence until January 1, 2024.

The SBWMA Board of Directors approved the SBWMA SB 1383 Compliance Plan on November 19, 2020, which outlined anticipated responsibilities between the SBWMA and its Member Agencies. The SBWMA drafted an Implementation of SB 1383 MOU detailing the roles and responsibilities of the SBWMA and its Member Agencies based on the SB 1383 program implementation and management requirements identified in the law. The draft MOU was provided to the SBWMA Technical Advisory Committee at their May 13th and June 10th meetings. The SBWMA Board considered the MOU at its June 24, 2021, regular meeting and recommended its approval by Member Agencies.

ANALYSIS

SB 1383 allows a jurisdiction to designate a public or private entity to fulfill its SB 1383 responsibilities. As detailed in the SBWMA SB 1383 Compliance Plan, the SBWMA will take on a significant portion of the SB 1383 program responsibilities. These responsibilities have been detailed in the MOU between SBWMA and all 11 Member Agencies, found as Exhibit A of the Resolution. There will be one MOU between the SBWMA and all 11 Member Agencies.

Note that while SB 1383 allows for delegation of responsibilities to others, it states that “a jurisdiction shall remain ultimately responsible for compliance with the requirements of this chapter.” It also states that a jurisdiction may not delegate its authority to impose civil penalties, or to maintain an action to impose civil penalties, to a private entity.

The following list summarizes the SB 1383-related responsibilities the SBWMA will perform under the MOU:

- 1) **Education and outreach.** The SBWMA shall provide educational materials and community outreach to organic waste generators in English, Spanish, and Chinese that explain and provide information on the requirements of the SB 1383 regulations.
- 2) **Procurement.** The SBWMA shall annually notify each Member Agency of its Organic Waste product procurement target, as required and determined by CalRecycle. Before CalRecycle releases the official procurement targets for each Jurisdiction on January 1, 2022 and every five years thereafter, the SBWMA shall assist the Jurisdictions in calculating estimates of the procurement targets.
- 3) **Reporting and recordkeeping.** The SBWMA will be the primary recordkeeper for all the information and documents required in the Implementation Record. Each Member Agency will be given access to their own set of records through a cloud-based software.
- 4) **Organics waste processing capacity and diversion planning.** The SBWMA will work with the County of San Mateo to estimate existing Organics processing and Edible Food Recovery capacities available in the service area, and if either are found lacking, SBWMA will assist Member Agencies in creating an implementation plan to expand capacity.

- 5) **Model Tools.** The SBWMA will revise the Model Tools (draft franchise amendments, waste disposal reduction ordinance and procurement), which were created by CalRecycle and HF&H to aid the SB 1383 implementation process, to better fit the Member Agencies' needs. The SBWMA will assist the Member Agencies in tailoring the language further as necessary, although it will ultimately be the Member Agencies' responsibility to use or adopt them.
- 6) **Complaints and waivers.** The SBWMA will support the Member Agencies in complaint and violation investigations. The SBWMA will collect and forward complaints alleging non-compliance to Member Agencies, including the names and associated contact information of generators who repeatedly refuse to comply with the regulations, and will support Member Agencies in complaint investigation.

SB 1383 allows for the ability of public entities to waive organic waste collection for de minimis volumes and physical space limitations. The SBWMA will administer the waiver program on behalf of the Member Agencies, including collecting waiver requests, verifying waiver eligibility, and approving waivers. The SBWMA will coordinate with Member Agencies, as needed, on waiver approval.

Member Agencies will be responsible for:

- 1) All other parts of the SB 1383 regulations not detailed in the MOU.
- 2) **Sharing of information.** Sharing information with the SBWMA as information is available including all data, documents, contact information and other necessary information for the SBWMA to carry out responsibilities in the MOU.
- 3) **Staff and funding.** The SBWMA has hired one full-time Program Manager II to manage the SB 1383 program on the participating member agency's behalf. Additional costs shall be jointly shared by Member Agencies through the garbage tipping fee rate. Budget changes related to the MOU will be integrated into the Agency's regular budget process, as approved by the SBWMA Board.

FISCAL IMPACT

There are no direct costs associated with the MOU.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) because under CEQA Guidelines, section 15378(b)(5), because organizational or administrative activities of governments are not projects.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City can elect not to enter into the MOU and instead fulfill all of the SB 1383-related responsibilities without the assistance of the SBWMA.

ATTACHMENTS

Attachment A – Resolution

REPORT PREPARED BY:

Adrian Lee, Public Works Superintendent
alee@redwoodcity.org
(650) 780-7468

APPROVED BY:

Terence Kyaw, Public Works Director
Alex Khojikian, Assistant City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING THE SB 1383 MEMORANDUM OF UNDERSTANDING WITH THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY (SBWMA) TO ALLOW SBWMA TO PERFORM SB 1383 RELATED DUTIES AND RESPONSIBILITIES ON BEHALF OF SBWMAS MEMBER AGENCIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID SB 1383 MEMORANDUM OF UNDERSTANDING AND MAKE ANY MINOR, CLARIFYING AND CONFORMING CHANGES APPROVED BY THE CITY ATTORNEY

WHEREAS, the State of California passed SB 1383 (Chapter 395, Statutes of 2016), which required the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, CalRecycle has finalized regulations and revised Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations require local agencies or jurisdictions, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with SB 1383 Regulations, and maintain records of compliance with SB 1383 Regulations; and

WHEREAS, jurisdictions may designate a public or private entity to fulfill its requirements of Chapter 12: Short-lived Climate Pollutants, including utilizing a Joint Powers Authority, except that the jurisdictions shall remain ultimately responsible for compliance; and

WHEREAS, the South Bayside Waste Management Authority (SBWMA) developed a Memorandum of Understanding Between the Jurisdictions of Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, West Bay Sanitary District, and the County of San Mateo and the South Bayside Waste Management Authority Regarding Implementation of SB 1383 Regulations (MOU) detailing the roles and responsibilities between SBWMA and its Member Agencies; and

WHEREAS, the SBWMA Board of Directors considered the MOU to its Member Agencies at its regularly scheduled meeting held June 24, 2021, and adopted Resolution 2021-17 recommending that Member Agencies approve the MOU; and

WHEREAS, the City of Redwood City agrees with the roles and responsibilities detailed in the MOU; and

WHEREAS, adoption of the MOU is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15378(b)(5), which provides that organizational or administrative activities of governments not project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The City Council hereby approves the Memorandum of Understanding Between the Jurisdictions of Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, West Bay Sanitary District, and the County of San Mateo and the South Bayside Waste Management Authority Regarding Implementation of SB 1383 Regulations, attached hereto as **Exhibit "A"**, and authorize the City Manager to execute said SB 1383 Memorandum of Understanding and make any minor, clarifying and conforming changes approved by the City Attorney.
2. This Resolution shall become effective immediately upon adoption.

* * *

Exhibit A

**Memorandum of Understanding
Between the Jurisdictions of Belmont, Burlingame, East Palo Alto, Foster City,
Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, West Bay Sanitary
District, and the County of San Mateo and
The South Bayside Waste Management Authority
Regarding Implementation of SB 1383 Regulations**

This Memorandum of Understanding (“MOU”) is made this ____ day of _____, 2021 (“Effective Date”) by and between the **COUNTY OF SAN MATEO**, a political subdivision of the State of California, the **CITIES OF BELMONT, BURLINGAME, EAST PALO ALTO, FOSTER CITY, HILLSBOROUGH, MENLO PARK, REDWOOD CITY, SAN CARLOS, SAN MATEO**, each a municipal corporation of the State of California, the **WEST BAY SANITARY DISTRICT**, a California independent district, (the County and Cities and West Bay Sanitary District are referred to individually herein as a “Jurisdiction”) and the **SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**, a California joint powers authority (“Agency”) (collectively the “Parties”).

RECITALS

WHEREAS, the Agency is a joint powers authority established pursuant to the California Joint Exercise of Powers Act (Gov. Code section 6500 *et seq.*); and

WHEREAS, each of the Jurisdictions is a member of the Agency, and the Agency operates certain core programs on behalf of and for the benefit of the Jurisdictions, including but not limited to providing education regarding recycling, composting, and other methods of waste diversion to the Jurisdictions and the public, and conducting, preparing, and submitting all monitoring and reporting pursuant to the Integrated Waste Management Act (California Public Resources Code §§40000 *et seq.*); and

WHEREAS, the State of California passed SB 1383 (Chapter 395, Statutes of 1383), which required the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce statewide disposal of organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, CalRecycle has finalized SB 1383 Regulations that among other things created new Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations require local agencies or jurisdiction to implement Edible Food Recovery programs; to promote consistency within jurisdictions throughout San Mateo County and leverage economies of scale, the County has offered to lead the creation of a County-wide Edible Food Recovery Program on behalf of the unincorporated areas of the county and all the cities in the county and has developed a separate MOU to be entered into by the cities in conjunction with that program; and

WHEREAS, in addition, the SB 1383 Regulations require local agencies or jurisdictions, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with SB 1383 Regulations, and maintain records of compliance with SB 1383 Regulations; and

WHEREAS, Jurisdictions may designate a public or private entity to fulfill the requirements of Chapter 12: Short-lived Climate Pollutants, except that the Jurisdictions shall remain ultimately responsible for compliance; and

WHEREAS, the Parties are entering into this MOU to designate certain roles and responsibilities that the Agency shall assume on behalf of the Jurisdictions to implement the SB 1383 Regulations (excluding the Edible Food Recovery Program requirements undertaken by the County in the separate MOU) that will take effect on January 1, 2022 under the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

AGREEMENT

1. **Term.** This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in Section 6 of this MOU.

2. **Definitions.**

(a) "Agency" means the South Bayside Waste Management Authority.

(b) "CalRecycle" or "Department" means the California State Department of Resources Recycling and Recovery.

(c) "City" means one of the cities or towns that is a member of the Agency.

(d) "County" means the County of San Mateo.

(e) "Edible Food" means food intended for human consumption.

(f) "Generator" means a person or entity that is responsible for the initial creation of organic waste.

(g) "Hauler" means a person or entity who collects material from a Generator and delivers it to a reporting entity, end user, or a destination outside of the state. "Hauler" includes public contract haulers, private contract haulers, food waste self-haulers, and self-haulers. A person who transports material from a reporting entity to another person is a transporter, not a hauler.

(h) "Implementation Record" means all records, physical or electronic, that must be stored in one central location and are required by Chapter 12: Short-lived Climate Pollutants.

(i) "Jurisdiction" means a City, or West Bay Sanitary District, or the County, each of which provides solid waste collection services within their jurisdictional boundaries.

(j) "Local Enforcement Agency" or "LEA" means the San Mateo County Department of Health Services, Solid Waste Local Enforcement Agency.

(k) "Organics," or "Organic Waste" are materials that originate from living organisms and their metabolic waste products, including but not limited to, food, green material, landscape and pruning waste, organic textiles, paper products, printing and writing paper, vegetables, grain, meat, bones, paper towels, leaves, and wood.

(l) "Route review" means a visual inspection of containers along a hauler route for the purpose of determining container contamination, and may include mechanical inspection methods such as the use of cameras.

(m) "SB 1383 Regulations," "Regulations," or "Chapter" means, for the purposes of the MOU, Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations. Regulatory references to specific sections listed in the MOU shall be to the SB 1383 Regulations, unless specifically noted otherwise.

(n) "Waste evaluation" means collecting samples from garbage, recycling, and organics from different areas in the jurisdiction so that the samples are representative of the jurisdiction's waste stream.

3. Responsibilities of the Agency.

(a) **General.** The Agency shall conduct the services described in this Section for the Jurisdictions. The Jurisdictions are delegating certain responsibilities related to Chapter 12 to the Agency as described in this Section. The Agency shall conduct the services described in this Section for the Jurisdictions in a manner in which each Jurisdictions receives services in an equitable manner.

(b) **Education and outreach.** The Agency shall provide educational materials and community outreach to organic waste Generators in English, Spanish, and Chinese that explain and provide information on the requirements of the SB 1383 Regulations, as more specifically described below, and will be consistent with the scope of work listed in the three-year Public Education and Recycling Technical Assistance Plan.

(i) Prior to February 1, 2022, the Agency will make available to Generators, through print and/or electronic media, information regarding §§ 18984.9, 18984.10, 18985.1, 18985.2, 18988.3, 18991.3, 18991.4, and 18991.5 of the Regulations. This information shall be maintained and updated at least annually.

(ii) The Agency shall send letters to residential and commercial Generators who have not subscribed to Recyclable Materials or Organics Collection Services and those who are found to have prohibited container contaminants. The letters shall provide information and resources to comply with the Regulations related to the collection and recovery of Recyclable Materials and Organic Waste. The Agency shall work with each individual Jurisdiction and the franchise Hauler to tailor the letters to the Jurisdiction's needs.

(c) **Procurement.** The Agency shall annually notify each Jurisdiction of its Organic Waste product procurement target, as required and determined by CalRecycle. Before CalRecycle releases the official procurement targets for each Jurisdiction on January 1, 2022 and every five years thereafter, the Agency shall assist the Jurisdictions in calculating estimates of the procurement targets. (§18993.1)

(d) **Reporting and recordkeeping.**

(i) The Agency shall submit reports for Organics processing capacity and Edible Food recovery planning requirements according to the County within 120 days of the County's request as required by Article 11 of Chapter 12 (§ 18992.3).

(ii) The Agency will be the primary record keeper for all the information and documents required in the Implementation Record. (§ 18995.2) Each Jurisdiction will be given access to their own set of records through a cloud-based software. Agency staff will upload documents within the 60-day timeframe as required in the Chapter, provided that the information is made available to the Agency by the necessary parties in a timeframe that allows for such uploading.

(iii) Upon request by a CalRecycle representative or the public through a Public Records Act request, either the Agency or the Jurisdiction will provide access to the Implementation Record. Agency and Jurisdiction shall notify the other of the request and coordinate a response.

(iv) The Agency shall submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle as detailed in §§ 18994.1, 18994.2.

(e) **Organic waste processing capacity and diversion planning.** The Agency shall work with the County of San Mateo to estimate existing Organics processing and Edible Food recovery capacities available in the service area (§§ 18992.1, 18992.2). If it is found that either are lacking, the Agency shall assist the Jurisdictions in creating an implementation plan to expand capacity.

(f) **Model Tools.** The Agency shall revise three Model Tools, which were created by CalRecycle and HF&H, to better fit the Jurisdictions' needs. The Agency shall assist the Jurisdictions in tailoring the language further if necessary, although it will ultimately be the Jurisdictions' responsibility to use or adopt them. The Model Tools are:

(i) Model Franchise Agreement Amendment and Exhibits with
Recology;

(ii) Model Mandatory Organic Waste Disposal Reduction Ordinance;
and

(iii) Model Procurement Policy

(g) **Complaints and violations.** Agency shall forward to the Jurisdictions all complaints alleging non-compliance with the Regulations for investigation. The Agency shall also provide to the Jurisdictions the names and associated contact information of Generators who repeatedly refuse to comply with the Regulations. The Agency shall notify the Jurisdictions

of these complaints and violations within 10 business days of receipt of such complaints by the Agency.

(h) **Waivers.**

(i) Since the authority to issue waivers cannot be delegated to a private entity, the Agency shall approve or deny each waiver request, with support from Jurisdiction as needed, except as otherwise provided herein. Waivers may be granted by the Agency for de minimis volumes and physical space limitations. (§ 18984.11). Eligibility for waivers will be reviewed by the Agency every 5 years after written verification of eligibility is provided by the Commercial Business or property owner. The Agency will provide Jurisdictions with a list of Generators who are approved and denied a waiver.

(1) The Agency will create a standardized waiver request form for Jurisdictions and Haulers to distribute or make available to Generators. This form will be a printable document maintained on the Agency's website.

(2) De Minimis Waivers: The Agency may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Recyclable Materials and Organic Waste requirements of each Jurisdiction's ordinance if the Commercial Business provides documentation that the business' total Solid Waste, Recyclable Materials, and Organic Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in the Organic Waste Container comprises less than 20 gallons per week or the Paper Products and Printing and Writing Paper subject to collection in the Recyclable Materials Container; or if the total Solid Waste, Recyclable Materials, and Organic Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in the Green Container comprises less than 10 gallons per week or the Paper Products and Printing and Writing Paper subject to collection in the Recyclable Materials Container.

(3) Physical Space Waivers: The Agency may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the Agency has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Recyclable Materials and Organic Waste collection requirements specified in each Jurisdictions' ordinance or municipal code.

(4) Since weekly pickup of solid waste is required by the LEA, Collection Frequency Waivers will not be granted to Generators in any of the Jurisdictions.

(i) **Emergency Circumstances – Waivers for Jurisdiction**

(i) The Agency will notify CalRecycle and apply for a waiver to landfill organics if any of the Jurisdictions experience a natural disaster, uses a recyclable materials or organic waste processing facility that has a temporary operational failure, or unforeseen operational restrictions have been imposed upon it by a regulatory agency. (§18984.13)

4. **Responsibilities of the Jurisdictions.**

(a) The Jurisdictions shall assume responsibility for all other requirements specified for Jurisdictions in the Regulations not expressly stated to be covered by the Agency in this MOU.

(b) **Sharing of information.** Within thirty (30) days of request by the Agency, or as soon as such information is available to the Jurisdictions, the Jurisdictions shall share with the Agency all data, documents, contact information for Generators within the Jurisdiction, or any other information necessary for the Agency to carry out the responsibilities listed in this MOU.

(c) **Staff and funding.** In order for the Agency to carry out its responsibilities in connection with the administration and implementation of the SB 1383 Regulations as specified in this MOU, costs shall be jointly shared by participating Jurisdictions through the garbage tipping fee rate. Budget changes related to this MOU will be integrated into the Agency's regular budget process, as approved by the Board of Directors.

5. **Indemnification/Hold Harmless.** Agency shall indemnify, defend, and hold harmless the Jurisdictions, their legislative bodies, officials, consultants, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, including reasonable attorney's fees, arising from Agency's performance of this MOU, with the exception of matters that are based upon the negligent or intentional acts or omissions of the Jurisdictions, their legislative bodies, officials, consultants, agents and employees.

6. **Withdrawal of Jurisdictions; Termination by Agency.** Any Jurisdiction may withdraw as a Party to this MOU upon giving one hundred and eighty (180) calendar days' prior written notice to the other Parties. Further, the Agency may terminate this MOU upon giving three hundred and sixty-five (365) days' prior written notice to the Jurisdictions.

(a) Upon termination of this MOU, the Agency shall have no further obligations to carry out the Agency Responsibilities as described in this MOU. The Agency will provide the Jurisdiction all records related to the Implementation Record (§ 18995.2). If a Jurisdiction withdraws from this MOU, the Jurisdiction will be required to pay the Agency, for its full portion of expense and consultant contract costs, to conduct the services described in Section 3 under this MOU including costs generated through the end of the Agency's fiscal year of the Jurisdiction withdrawal.

(b) The costs of services under the MOU will be reapportioned to the remaining Jurisdictions. Reapportioned costs will be brought to the SBWMA Board of Directors through the regular budgeting process.

7. **Notice.** During the Term of this MOU, all notices shall be made in writing and either served personally, sent by first class mail, or sent by email provided confirmation of delivery is obtained at the time of email transmission, addressed as follows:

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To: Agency

South Bayside Waste Management Authority
Attention: Executive Director
610 Elm Street, Suite 202
San Carlos, CA 94070
Telephone Number:
Email:

To City of Belmont:

City of Belmont
Attention: City Manager

Belmont, CA _____
Telephone Number:
Email:

To City of Burlingame:

City of Burlingame
Attention: City Manager

Burlingame, CA _____
Telephone Number:
Email:

To City of East Palo Alto:

City of East Palo Alto
Attention: City Manager

East Palo Alto, CA _____
Telephone Number:
Email:

To City of Foster City:

City of Foster City
Attention: City Manager

Foster City, CA _____
Telephone Number:
Email:

To Town of Hillsborough:

Town of Hillsborough
Attention: City Manager

Hillsborough, CA _____
Telephone Number:
Email:

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To City of Menlo Park: City of Menlo Park
Attention: City Manager

Menlo Park, CA _____
Telephone Number:
Email:

To City of Redwood City: City of Redwood City
Attention: City Manager

Redwood City, CA _____
Telephone Number:
Email:

To City of San Carlos: City of San Carlos
Attention: City Manager

San Carlos, CA _____
Telephone Number:
Email:

To City of San Mateo: City of San Mateo
Attention: City Manager

San Mateo, CA _____
Telephone Number:
Email:

To County of San Mateo: County of San Mateo
Attention: County Manager

Redwood City, CA _____
Telephone Number:
Email:

To West Bay San. District: West Bay Sanitary District
Attention: District Manager

Menlo Park, CA _____
Telephone Number:
Email:

Any Party may change the address to which notice is to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served or if served using email provided confirmation of delivery is obtained at the time of email transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

8. **Governing Law and Venue.** This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Venue in any proceeding or action among the participating Jurisdictions arising out of this MOU shall be in San Mateo County, California.

9. **Amendment.** This MOU and the exhibits hereto may only be amended in writing signed by all Parties, and any purported amendment shall be of no force or effect. This MOU may be amended to both extend the term and conditions, as well as to add tasks. Agency shall not begin new tasks without express written permission of the Cities.

10. **Entire Agreement.** This MOU and its exhibits constitute the entire agreement between the Jurisdictions and the Agency and supersedes all prior negotiations, representations, or agreements, whether written or oral.

[Signatures on following page]

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING
Between the Jurisdictions of Belmont, Burlingame, East Palo Alto, Foster City,
Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, West Bay Sanitary
District, and the County of San Mateo and
The South Bayside Waste Management Authority
Regarding Implementation of SB 1383

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in duplicate on the day and year first above written.

CITY OF BELMONT, A Municipal Corporation of the State of California

By: _____

City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF BURLINGAME, A Municipal Corporation of the State of California

By: _____

City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF EAST PALO ALTO, A
Municipal Corporation of the State of
California

By: _____

City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF FOSTER CITY, A Municipal
Corporation of the State of California

By: _____

City Manager

APPROVED AS TO FORM:

City Attorney

TOWN OF HILLSBOROUGH, A
Municipal Corporation of the State of
California

By: _____

City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF MENLO PARK, A Municipal Corporation of the State of California

By: _____

City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF REDWOOD CITY, A Municipal Corporation of the State of California

By: _____

City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF SAN CARLOS, A Municipal Corporation of the State of California

By: _____

City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF SAN MATEO, A Municipal Corporation of the State of California

By: _____

City Manager

APPROVED AS TO FORM:

City Attorney

COUNTY OF SAN MATEO, A Municipal Corporation of the State of California

By: _____

County Administrator

APPROVED AS TO FORM:

County Counsel

WEST BAY SANITARY DISTRICT, An Independent District of the State of California

By: _____

District Manager

APPROVED AS TO FORM:

District Counsel

**SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY, A California
Joint Powers Authority**

By: _____

Executive Director

APPROVED AS TO FORM:

Agency Counsel



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 11, 2021

SUBJECT

Purchase of three 2022 Freightliner Dump Trucks

RECOMMENDATION

By motion, approve and authorize the City Manager to execute an agreement to purchase three 2022 Freightliner Dump Trucks in the amount of \$400,636 from West-Mark Holdings, LLC of Ceres, CA.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

Redwood City's Fleet Replacement Program is designed to provide a structure for evaluating vehicles and equipment in order to replace them at the most economically advantageous point in their life cycle. At pre-designated intervals, vehicles and equipment undergo a thorough evaluation including but not limited to, age, mileage, condition, maintenance history, downtime, anticipated future repairs, usage, and vehicle capabilities.

ANALYSIS

The Public Works Services Department (PWS) owns and operates numerous Ford F750 Dump Trucks for hauling material to and from job sites for various functions including but not limited to new construction and system maintenance, as well as emergency response and street repairs. PWS has three of these trucks with model years ranging from 2002 to 2004 that have exceeded their useful lives and are now in need of replacement. While selecting the vehicle best suited for replacement, staff from the Equipment Services, Right-of-Way and Wastewater Divisions have agreed that the replacement should be a

Freightliner M2 106, 12-foot dump truck. The Equipment Services Division has purchased four of these Freightliner models for various PWS Divisions in recent years and experience has shown that they are fully capable of carrying out their intended use in daily operations. The Freightliner M2 106 is equivalent in size and capacity to the Ford F750, however, the Freightliner produces greater fuel economy and thus emits less emissions.

When conducting market research, staff sought out available alternative fuel vehicle options. However, there were no alternatives available at this time for this specific class of vehicle. Additionally, no aftermarket hybrid retrofit options currently are available.

On August 6, 2021, staff issued a Notice Inviting Bids (NIB) for the “Supply of Three 2022 or Current Production Year Freightliner M2 106, 12’ Dump Trucks”, with two bids received by the submission deadline.

The bids received are summarized in the table below:

| Bidder | Total Bid Price |
|--|-----------------|
| West-Mark Holdings, LLC (Ceres, CA) | \$400,636.20 |
| Golden Gate Truck Center (Oakland, CA) | \$444,784.21 |

Staff recommends awarding the bid to West-Mark Holdings, LLC because it is the lowest responsive and responsible bidder.

FISCAL IMPACT

Funds of \$400,636.20 are available in the FY2021/22 Equipment Replacement Fund. The fund will subsequently recover the purchase amount from the user department’s operating budget through vehicle replacement charges in future years.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may elect not to accept the recommended action and direct staff to pursue an alternative method to provide services.

ATTACHMENTS

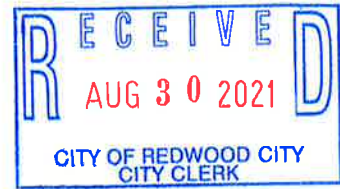
- Attachment A – West-Mark Holdings, LLC bid
- Attachment B – Golden Gate Truck Center bid
- Attachment C – Notice Inviting Bids & proof of public notice

REPORT PREPARED BY:

Aaron Nair, Management Analyst
anair@redwoodcity.org
(650) 780-7474

APPROVED BY:

Terence Kyaw, Public Works Director
Alex Khojikian, Assistant City Manager



NOTICE INVITING SEALED BIDS SUPPLY OF
THREE (3) 2022 OR CURRENT PRODUCTION YEAR
FREIGHTLINER M2 106, 12' DUMP TRUCKS

CITY OF REDWOOD CITY, CALIFORNIA

BID RELEASE DATE:

August 6, 2021

PUBLIC WORKS SERVICES DEPARTMENT
FLEET AND EQUIPMENT SERVICES DIVISION

Due Date: August 27, 2021

Late bids will not be accepted.

The date that bids are due shall be strictly observed.

GENERAL PROVISIONS

1. Sealed Bids will be received by the City of Redwood City, California for the supply of three (3) 2022 or current production year Freightliner M2 106, 12' Dump Trucks.
2. Any questions regarding the bid forms should be directed in writing to the City Contact listed below.
3. The City Contact is:

Aaron Nair
1400 Broadway Street
Redwood City, CA 94063
650-780-7474
anair@redwoodcity.org

4. The right is reserved, as the interest of the City may require, to purchase individual equipment, materials, vehicles or supplies from more than one Bidder or all equipment, materials, vehicles or supplies from one Bidder, to reject any or all bids, to waive any immaterial defects in bids.
5. Please be advised that due to public health and safety directives, City Hall administrative offices are closed to the public beginning March 17, 2020 until further notice. All bids shall only be accepted by mail at the address listed on pg. 4 of this document. The bid opening shall be conducted by teleconference and is currently scheduled for 3 p.m. PST on Wednesday, September 1, 2021. Should the bid opening date and time need to be postponed, a notification by way of addendum shall be posted online to this original Notice Inviting Bids at <http://www.redwoodcity.org/business/bids-proposals>. The virtual bid opening can be accessed either by following the link below or by call-in, on the date and time of the opening:

<https://redwoodcity.zoom.us/j/91879427918?pwd=bnk5NFNKdk5GblllcG1ucHhkV2hDUT09>

Meeting ID: 918 7942 7918
Passcode: 195549
Dial-in audio: (669) 900-6833

6. Results of the bidding shall be reported to the City Council at a later date, at which time the City Council may award the contract to the lowest responsible Bidder as so reported, or as the City's interests may dictate. The City may exercise its right to reject any and all bids.

Bidder's Initials GH

1. INTRODUCTION

The City of Redwood City's Fleet and Equipment Services Division, in accordance with Redwood City's Purchasing Ordinance, is providing this Notice Inviting Sealed Bids (NIB) to prospective Bidders for the purchase of vehicle(s) more particularly described in this document. All Redwood City new vehicle dealers, in addition to dealers outside the local area who have requested to be placed on the Bidders list, have been provided this NIB. Your participation in the Redwood City competitive bidding process is encouraged and appreciated.

2. DEFINITIONS

The following definitions apply to this NIB.

- a. In these specifications, the word "City" refers to the City of Redwood City, California.
- b. The term "NIB" or "Document" refers to this Notice Inviting Sealed Bids.
- c. The term "Bidder", "Supplier" or "Vendor" refers to the person, firm or corporation with whom the contract is being made by the City, or the agent or legal representative who may be appointed to represent such party, firm or corporation in the execution of this contract.
- d. The term "Bid Submission" refers to the document submitted by the Bidder before the Bid Submission Due Date.
- e. The term "Successful Bidder" refers to the dealership or vendor that is selected by the City through this NIB process, to supply the vehicle(s) specified in this document.

3. SCHEDULE DATES:

| Event | Date |
|--------------------------------------|--|
| Bid Release Date | Friday, August 6, 2021 |
| Deadline for Questions | Friday, August 13, 2021 |
| Answers Released | By Tuesday, August 17, 2021 at 5pm PST |
| Bid Submission Due Date | Friday, August 27, 2021 |
| Notice of Intent to Bid Deadline | Friday, August 27, 2021 |
| Virtual Bid Opening* | Wednesday, September 1, 2021 at 3 p.m. PST |
| Successful Bidder Notification* | September 2021 |
| City Manager Approval* | September 2021 |
| Pre-Build Meeting(Pre-Construction)* | October/November 2021 |
| Purchase Order Process* | October 2021 |

* Tentative Dates and Times

Bidder's Initials glt

4. BID SUBMISSION DETAILS

Bid Submissions shall comply with the following:

- a. Before submitting a bid, Bidders should read this NIB carefully and inform themselves completely of all details outlined in this Document.
- b. Bidders will review and initial the General Provisions (pages 2-10) of this NIB, and sign all required pages. After signing, the Bidder will return all pages of the General Provisions including all signed pages as part of their Bid Submission.
- c. As part of their Bid Submission, Bidders will submit pricing information on the document entitled "Bid Proposal Form", properly executed in ink, with all appropriate spaces filled in. Additional information may be submitted by the Bidder on separate sheets of paper.
- d. As a part of their Bid Submission, Bidders will initial and return the separate attached Additional Specification Sheets.
- e. Each Bid Submission must be mailed in a sealed envelope addressed to Office of the City Clerk, 1017 Middlefield Road, Redwood City, CA 94063. With the closure of City administrative offices to the public, packages sent to the above address using courier services other than the United States Postal Service may be returned to sender and not deliver successfully. Bidders should verify prior to mailing that packages can be delivered to the address listed above by the due date. The outside of the envelope shall be plainly marked, with the name of Bidder, the title of this Notice Inviting Sealed Bids and the submission due date.
- f. Bid Submissions must be postmarked no later than the due date shown in this NIB.
- g. Bidders must email anair@redwoodcity.org to notify that a submission has been mailed, prior to the deadline. **DO NOT** include bid amounts in the email.
- h. Faxed, emailed, or late bids will not be accepted.

5. BID SUBMISSION CHECKLIST

| Key Points | |
|------------|---|
| 1 | Bid Proposal Form will specify any exceptions to the specified vehicle. |
| 2 | Bid Proposal Form will specify additional warranties. |
| 3 | Bid Proposal Form will specify the maximum number of days until delivery to Redwood City (after purchase order is released). The maximum number of days until delivery will be listed by the Bidder as a specific number of days (e.g. 90 days) and not a range of days (e.g. 90-120 days). |
| 4 | Bidder will sign all required pages of the Bid Proposal Form. Bidder shall initial and include all pages as part of their Bid Submission. |
| 5 | Successful Bidder will obtain exempt license plates and furnish the Department of Motor Vehicles with a report of sale, smog certificate, the City's exempt registration form (Reg. 217) and all other needed paperwork on behalf of the City. |

Bidder's Initials GR

6. WITHDRAWAL OF BID

Any Bidder may withdraw his or her bid by written request (addressed to the City Contact).

7. INTERPRETATION

If a prospective Bidder is in doubt of the true meaning of any part of this "Notice Inviting Sealed Bids" or finds discrepancies in, or omissions in the same, the Bidder may submit to the City Contact a written request for an interpretation or a correction thereof. Any interpretations or correction of the proposed documents will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the NIB.

8. NEW MATERIAL; ACCEPTABLE

The unit(s) herein specified shall be constructed throughout of new parts and materials, which shall have seen no service other than that necessary for factory tests, unless otherwise allowed in the Bid Specification. Items purchased hereunder will be subject to final inspection and acceptance at delivery destination as set forth in this Notice Inviting Sealed Bids.

9. STANDARD EQUIPMENT

Vehicle(s) proposed by the Bidder must be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for that unit (from the manufacturer). No such item shall be removed because it was not specified in this Notice Inviting Sealed Bids. To promote fairness in competition, items offered as standard equipment by a particular manufacturer, but not recognized as such by the industry, should be clearly noted in the Bid Submission. An option to delete those items at an offered price, may be included with the bid submission.

10. LOWEST RESPONSIBLE BIDDER

In order to promote the policy declared above, contracts will be awarded only to such Bidders as are determined to meet the qualifications of lowest responsive and responsible Bidder.

11. AWARD OF CONTRACT OR REJECTION OF BIDS

The City reserves the right to amend or reject any or all bids. Whenever quantities of individual items are involved the City reserves the right to make single awards or separate items in an aggregate of several items to various vendors.

12. GUARANTEE

The Bidder warrants and guarantees that all equipment, materials, vehicles or supplies used or furnished and all workmanship are of the type and quality specified herein. The Bidder further guarantees that any latent fault in construction or defective material discovered within one year after acceptance of the work shall be remedied by Bidder without cost to the City, upon written

Bidder's Initials JK

notice given to Bidder. Other subsequent latent defects shall be covered by responsibilities set forth in the law. In the event of failure to comply with the above-mentioned conditions within a reasonable time after notice, the City will have the defects repaired and made good at the expense of the Bidder, who agrees to pay the costs and charges therefore immediately upon demand.

The signing of this agreement by the Bidder shall constitute agreement to the above guarantees.

13. WARRANTY

The warranty on all vehicles, cab, and chassis shall be the standard manufacturer's warranty for 60 months or 60,000 miles. The warranty on all service bodies, lifts and other components specified on the individual specifications sheets shall be a minimum of 12 months' parts and labor. Bidders should specify any additional warranties offered on specific vehicles.

14. DEPARTMENT OF MOTOR VEHICLES

It is the responsibility of the Successful Bidder to act on behalf of the City and submit all required registration forms and supporting documentation to the Department of Motor Vehicles in order to obtain exempt license plates for each vehicle purchased from the Bidder. The Successful Bidder will also furnish the Department of Motor Vehicles with a report of sale, smog certificate, the City's exempt registration form (Reg. 217) and all other needed paperwork on behalf of the City.

15. PREPARATION FOR SHIPMENT

The Bidder shall prepare all articles and materials for shipment in such a manner as to protect them from damage in transit, and shall be responsible for and repair all damaged parts or replace all losses incurred in transit to the designated delivery point and not later than the specified delivery date. When necessary, heavy parts shall be mounted on skids or crated, and all articles or materials that might otherwise be lost shall be boxed or wired in bundles. All articles shall be plainly marked for identification and destination. The Bidder shall prepare proper commercial bills of lading, two (2) copies of which, together with a complete shipping list, shall be sent to City of Redwood City Fleet Division, 1400 Broadway Street, Redwood City, CA 94063.

16. SHIPPING WEIGHT

Each Bidder shall state in his or her proposal the total shipping weight, listing and segregating the individual unit weights and shipping weights, if F.O.B. point of shipment.

17. DELIVERIES; DISTANCE; EXTENSION OF TIME

"Delivery" is defined as complete delivery of equipment, materials, vehicles or supplies free and clear from any and all claims, debts, or demands what so ever to the City of Redwood City Fleet Division, 1400 Broadway Street, Redwood City, CA 94063.

The Bidder's bid submission will specify the maximum number of days until delivery to Redwood City, example: 60 days from the date the City mails the purchase order to the successful Bidder.

Bidder's Initials GH

Date ranges are not allowed, example: 90-120 days from the date the City mails the purchase order to the successful Bidder.

In the event the new vehicle(s) have not been delivered to the City of Redwood City Fleet Division (1400 Broadway Street, Redwood City, CA 94063) within the specified maximum number of days until delivery to Redwood City, the contract between the successful Bidder and the City may be considered null and void.

In the event a successful Bidder fails to provide the vehicle within the time specified and the contract is canceled, the City may enter into an agreement with the next lowest Bidder for delivery of the specified vehicle(s) in this document.

18. ERRORS AND OMISSIONS

The Bidder will not be allowed to take advantage of any error or omission in their Bid Submission.

19. FEDERAL AND STATE TAXES

The prices bid shall include any Federal tax, exclusive of Federal Excise Tax heretofore imposed by Congress, which is applicable to the material to be furnished. If any sales tax, processing tax, adjustment charge or other taxes or charges are imposed or changed by Congress after the date set for opening bids and made applicable directly upon the production, manufacture or sale of the supplies to be furnished, and are paid by the Supplier on the articles or supplies furnished, then the prices stated in the schedules will be increased or decreased accordingly, and any amounts due the Supplier as the result of such changes will be charged to the City and added on vouchers (or invoices) as separate items.

20. PAYMENTS

Payment will be made promptly following delivery, inspection, acceptance of goods by the City and receipt of invoice.

21. BIDDERS STATEMENT

If awarded the contract, the undersigned hereby agrees to supply the vehicle(s) and equipment according to specifications within the time period stated on page 12 ("maximum number of days until delivery to Redwood City") commencing upon receipt of the purchase order by the Successful Bidder.

If the unit price and the total amount named by a Bidder for any item do not agree, it will be assumed that the error was made in computing the total amount and the unit price alone will be considered as representing the Bidder's intention.

The undersigned has checked carefully all the figures listed in the Bid Proposal Form and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Bidder's Initials JH

The undersigned hereby certifies that this bid is genuine, not collusive, or made in the interest or on behalf of any person not named herein, and that the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure an advantage of any kind whatsoever.

The undersigned acknowledges he or she is responsible for all costs incurred in the development and submission of their bid, the City assumes no contractual obligation as a result of this Notice Inviting Sealed Bids, the City shall not be contractually bound until the City issues a Purchase Order to the Successful Bidder.

The undersigned acknowledges that the City does not pay for goods or services before the City receives them and that the Submitted Bid should not propose contract terms that require upfront payment or deposits.

The undersigned agrees that this bid may not be withdrawn for a period of 30 days after the bid submission due date.

SIGNATURES FOR BIDDER:

If INDIVIDUAL, Sign Below

Signature Date

Post Office Address

If PARTNERSHIP, Sign Below
(Show Names of Non-signing Partners)

Name of Partners

Signature Date

Post Office Address

If CORPORATION, Sign Below

(Show Names of Non-signing Officers)

Certified Stainless Service, Inc.
DBA West-Mark

A CORPORATION

California
Name of State Where Chartered

Scott Vincent 8/26/21
Signature Date

SCOTT VINCENT 8/26/21
PRESIDENT Date

Todd Vincent 8/26/21

SECRETARY Date

Todd Vincent 8/26/21

TREASURER Date

P.O. Box 100 Cores, CA 95307

Post Office Address

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THE GENERAL PROVISIONS INCLUDING THIS SIGNATURE PAGE, AS IT RELATES TO THIS BID, PLEASE TURN IN ALL PAGES.

Bidder's Initials Q14

NOTICE INVITING SEALED BIDS
 SUPPLY OF THREE (3) 2022 OR CURRENT PRODUCTION YEAR
 FREIGHTLINER M2 106, 12' DUMP TRUCKS

BID SPECIFICATION

It is the intent of these attached specifications to define the minimum requirements for three (3) 2022 or current production year Freightliner M2 106, 12' Dump Truck. The vehicles will be new, unused and a current production model. Items not specifically mentioned but considered standard by the manufacturer shall be included.

| Quantity | Year | Make | Model | Description |
|----------|---------------------------------|--------------|--------|----------------|
| 1 | 2022 or Current Production Year | Freightliner | M2 106 | 12' DUMP TRUCK |

Each Bidder will need to fill out a Bid Proposal Form that requires a unit cost for each vehicle and all additional costs. Please make certain the quoted unit costs on your Bid Proposal Form includes all items listed in the "Standard Equipment" and "Additional Equipment" charts shown below.

Additional vehicle and body specifications are attached in separate documents.

| Order Codes* | Standard Equipment |
|--------------|---|
| | 2022 OR CURRENT PRODUCTION YEAR FREIGHTLINER M2 106, 12' DUMP TRUCK |
| | With one (1) regular spare tire per vehicle |
| | <i>Exterior Color</i> |
| | OXFORD WHITE |
| | <i>Interior Color</i> |
| | Black OR Grey Vinyl Front Seats |
| Order Codes* | Additional Equipment |
| | Vehicle and body specifications per attached specification sheets and diagrams (pgs.13-26) Vehicles must include A/C "Door locks and power windows". |
| | Provide four (4) Ignition/Door Keys per vehicle |
| | Two (2) complete sets of vehicle manuals paper or electronic per vehicle |

Bidder's Initials JH

* In case the order codes listed above are incorrect, please contact the City Contact for verification or proceed with a quote as the description listed above is clear and straight-forward.

Vehicles to be delivered to City of Redwood City Fleet Division, 1400 Broadway Street, Redwood City, CA 94063.

Selected vendor to handle licensing details, including furnishing DMV with report of sale, smog certificate, City's exempt registration form (Reg. 217) and all other needed paperwork. City of Redwood City's Fleet Supervisor is authorized to sign documents for the City.

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Bidder's Initials GH

NOTICE INVITING SEALED BIDS
 SUPPLY OF
 THREE (3) 2022 OR CURRENT
 PRODUCTION YEAR
 FREIGHTLINER M2 106, 12' DUMP
 TRUCKS
 CITY OF REDWOOD CITY,
 CALIFORNIA BID PROPOSAL FORM

To: City of Redwood City

The undersigned agrees to furnish F.O.B. City of Redwood City, the following items at the prices bid below, in accordance with the Bid Specification and General Provisions. Price must be complete and include any "Other Charges."

| Item | Qty. | Description | Unit Cost Each | Total |
|------|------|---|---------------------|---------------------|
| A | 3 EA | 2022 OR CURRENT PRODUCTION YEAR FREIGHTLINER M2 106, 12' DUMP TRUCKS | | |
| | | Per attached bid spec. and Conditions | <u>\$121,317.00</u> | <u>\$363,951.00</u> |
| B | | Sales Tax @ 9.75% | <u>\$11,828.40</u> | <u>\$35,485.20</u> |
| C | | Delivery Charges | <u>\$400.00</u> | <u>\$1,200.00</u> |
| D | | Other Charges- Please Explain (May use back of sheet for explanation) | <u>NA</u> | <u>NA</u> |
| | | Bid Grand Total | <u>\$133,545.40</u> | <u>\$400,636.20</u> |

Bidder's Initials JH

Other Bid Information:

- 1- Maximum Number of Days until Delivery to Redwood City: 240 Days
 - a. Must indicate a specific number of days (ex. 60, 90, 120, etc.) and not a range of days (90-120).
 - b. The 1st day is considered to be the date Redwood City mails the Purchase Order to the Successful Bidder. (Note: Redwood City staff will email the date the Purchase Order was released to the Successful Bidder).
 - c. Failure to deliver the vehicles before the maximum number of days listed above may null and void the contract between the Successful Bidder and the City.

2- Exceptions to the Specified Vehicle. If applicable, please provide an explanation below.

None

3- Additional Warranties. If applicable, please provide details below.

Towing extended/roadside service warranty 1 year
unlimited miles

I certify my bid is in accordance with the Bid Specification and General Provisions.

Signature JH Date of Signature 8/26/21

Title Government Sales

Company Name West-Mark

Address 2704 Railroad Ave. Ceres Ca. 95307

Telephone Number 209 - 537 - 4747

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THE BID PROPOSAL FORM INCLUDING THIS SIGNATURE PAGE, AS WELL AS THE BID SPECIFICATION AND ADDITIONAL SPECIFICATION SHEETS.

ADDITIONAL SPECIFICATIONS

VEHICLE - 2022 OR CURRENT PRODUCTION YEAR FREIGHTLINER M2 106, 12' DUMP TRUCK

12 ft. Dump Truck no air to rear electric brake controller



2.1 SPECIFICATION PROPOSAL

| Description | Front | Rear |
|---|-------|-------|
| Price Level | | |
| Data Version | | |
| SPECPRO21 DATA RELEASE VER 018 | | |
| Vehicle Configuration | | |
| M2 106 CONVENTIONAL CHASSIS 2022 MODEL YEAR SPECIFIED SET BACK AXLE - TRUCK STRAIGHT TRUCK PROVISION LH PRIMARY STEERING LOCATION | 5,709 | 3,503 |
| General Service | | |
| TRUCK CONFIGURATION DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) UTILITY/REPAIR/MAINTENANCE SERVICE GOVERNMENT BUSINESS SEGMENT DIRT/SAND/ROCK COMMODITY TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS MAXIMUM 8% EXPECTED GRADE SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE MEDIUM TRUCK WARRANTY EXPECTED FRONT AXLE(S) LOAD : 13000.0 lbs. EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs. EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs. | | |
| Truck Service | | |
| END DUMP BODY EXPECTED TRUCK BODY LENGTH : 0.0 ft. AMERICAN TRUCK AND TRAILER BODY COMPANY EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in | | |
| Engine | | |
| CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM | | |
| Electronic Parameters | | |
| 70 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT PTO MODE ENGINE RPM LIMIT - 1100 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE | | |

APPLIED
 PTO RPM WITH CRUISE SET SWITCH - 700 RPM
 PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
 PTO MODE CANCEL VEHICLE SPEED - 5 MPH

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND | | |
| PTO MINIMUM RPM - 700 | | |
| REGEN INHIBIT SPEED THRESHOLD - 5 MPH | | |

Engine Equipment

| | | |
|---|----|----|
| ONBOARD DIAGNOSTICS/2022 | | |
| EPA/CARB/FINAL GHG17 CONFIGURATION | | |
| 2022 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR) | | |
| STANDARD OIL PAN | | |
| ENGINE MOUNTED OIL CHECK AND FILL FUMOTO DRAIN VALVE(S) ON OIL PAN | | |
| ONE PIECE VALVE COVER | | |
| SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER | | |
| DR 12V 180 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE | | |
| (2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES BATTERY BOX FRAME MOUNTED | | |
| STANDARD BATTERY JUMPERS | | |
| SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB | | |
| WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN | | |
| NON-POLISHED BATTERY BOX COVER | | |
| CAB AUXILIARY POWER CABLE | 5 | |
| POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH | 8 | |
| MOUNTED OUTBOARD DRIVER SEAT | | |
| POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER | 2 | |
| CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE | | |
| STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR | | |
| AIR COMPRESSOR DISCHARGE LINE | | |
| ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM | | |
| CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH, ACTIVATES STOP LAMPS | 20 | |
| RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE | | |
| ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH | | |
| STANDARD EXHAUST SYSTEM LENGTH | | |
| RH STANDARD HORIZONTAL TAILPIPE | | |
| 13 GALLON DIESEL EXHAUST FLUID TANK | 35 | 10 |
| 100 PERCENT DIESEL EXHAUST FLUID FILL | | |
| NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER | 15 | 5 |
| LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION | | |
| STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING | | |
| STANDARD DIESEL EXHAUST FLUID TANK CAP | | |
| AIR POWERED ON/OFF ENGINE FAN CLUTCH | | |

| Description | Weight Front | Weight Rear |
|---|-----------------|----------------|
| AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED CUMMINS SPIN ON FUEL FILTER FULL FLOW OIL FILTER 700 SQUARE INCH ALUMINUM RADIATOR ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES RADIATOR DRAIN VALVE LOWER RADIATOR GUARD ALUMINUM FLYWHEEL HOUSING ELECTRIC GRID AIR INTAKE WARMER DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH | | |
| Transmission | | |
| ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | 200 | 60 |
| Transmission Equipment | | |
| ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT END OF FRAME ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED | | |
| Description | Weight Front | Weight Rear |
| CUSTOMER INSTALLED CHELSEA 280 SERIES PTO | | |

PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
 MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
 PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
 TRANSMISSION PROGNOSTICS - ENABLED 2013
 WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
 TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
 SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74
 DROP SINGLE FRONT AXLE
 MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 NON-ASBESTOS FRONT BRAKE LINING
 CONMET CAST IRON FRONT BRAKE DRUMS
 FRONT OIL SEALS
 CR STEEL VENTED FRONT HUB CAPS WITH WINDOW AND CENTER PLUG - OIL
 STANDARD SPINDLE NUTS FOR ALL AXLES
 MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
 TRW THP-60 POWER STEERING
 POWER STEERING PUMP
 2 QUART SEE THROUGH POWER STEERING RESERVOIR
 SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

13,300# TAPERLEAF FRONT SUSPENSION 75
 MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
 FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RS-21-160 21,000# R-SERIES SINGLE REAR AXLE 180
 6.43 REAR AXLE RATIO
 IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
 MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
 MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 NON-ASBESTOS REAR BRAKE LINING
 BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)
 CONMET CAST IRON REAR BRAKE DRUMS
 REAR OIL SEALS
 WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
 MERITOR AUTOMATIC REAR SLACK ADJUSTERS
 SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

20,000# FLAT LEAF SPRING REAR SUSPENSION 70
 WITH HELPER, WITH RADIUS ROD
 SPRING SUSPENSION - NO AXLE SPACERS

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| STANDARD AXLE SEATS IN AXLE CLAMP GROUP | | |
| FORE/AFT CONTROL RODS | | |

Brake System

AIR BRAKE PACKAGE
 WABCO 4S/4M ABS
 REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES

FIBER BRAID PARKING BRAKE HOSE
 STANDARD BRAKE SYSTEM VALVES
 STANDARD AIR SYSTEM PRESSURE
 PROTECTION SYSTEM
 STD U.S. FRONT BRAKE VALVE
 RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
 NO REAR PROPORTIONING VALVE
 WABCO SYSTEM SAVER HP WITH INTEGRAL AIR
 GOVERNOR AND HEATER
 AIR DRYER MOUNTED UNDER HOOD
 STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR
 TORPEDO TANKS
 CLEAR FRAME RAILS FROM BACK OF CAB TO
 FRONT REAR SUSPENSION BRACKET, BOTH
 RAILS OUTBOARD
 PULL CABLES ON ALL AIR RESERVOIR(S)

Trailer Connections

PRIMARY CONNECTOR/RECEPTACLE WIRED
 FOR SEPARATE STOP/TURN, CENTER PIN
 POWERED THROUGH IGNITION WITH STOP
 SIGNAL PREWIRE PACKAGE
 SAE J560 7-WAY PRIMARY TRAILER CABLE 5 5
 RECEPTACLE MOUNTED END OF FRAME
 UPGRADED CHASSIS MULTIPLEXING UNIT
 UPGRADED BULKHEAD MULTIPLEXING UNIT
 OEM ELECTRIC BRAKE CONTROLLER IN CAB
 7 WAY RV STYLE RECEPTACLE AT REAR

Wheelbase & Frame

4400MM (173 INCH) WHEELBASE
 11/32X3-1/2X10-15/16 INCH STEEL FRAME 10 120
 (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
 1900MM (75 INCH) REAR FRAME OVERHANG
 FRAME OVERHANG RANGE: 71 INCH TO 80 INCH -20 90
 CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
 107.65 in
 CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 104.65 in
 CALC'D FRAME LENGTH - OVERALL : 286.98
 CALCULATED FRAME SPACE LH SIDE : 65.22 in
 CALCULATED FRAME SPACE RH SIDE : 177.98 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE :
 107.45 in
 SQUARE END OF FRAME
 FRONT CLOSING CROSSMEMBER
 STANDARD WEIGHT ENGINE CROSSMEMBER
 STANDARD CROSSMEMBER BACK OF
 TRANSMISSION
 STANDARD MIDSHIP #1 CROSSMEMBER(S)
 STANDARD REARMOST CROSSMEMBER
 STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH PAINTED STEEL BUMPER 30
 WITH COLLAPSIBLE ENDS
 FRONT TOW HOOKS - FRAME MOUNTED 15

| Description | Weight Front | Weight Rear |
|--|--------------|-------------|
| BUMPER MOUNTING FOR SINGLE LICENSE PLATE | | |
| FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS | | |
| GRADE 8 THREADED HEX HEADED FRAME FASTENERS | | |

Fuel Tanks

50 GALLON/189 LITER SHORT RECTANGULAR 20
 ALUMINUM FUEL TANK - LH
 RECTANGULAR FUEL TANK(S)
 PLAIN ALUMINUM/PAINTED STEEL
 FUEL/HYDRAULIC TANK(S) WITH PAINTED
 BANDS

FUEL TANK(S) FORWARD
 BLACK STEP FINISH
 FUEL TANK CAP(S)
 DETROIT FUEL/WATER SEPARATOR WITH
 WATER IN FUEL SENSOR AND HAND PRIMER -5
 EQUIFLO INBOARD FUEL SYSTEM
 NO NATURAL GAS VEHICLE FUEL TANK VENT
 LINE/STACK
 HIGH TEMPERATURE REINFORCED NYLON
 FUEL LINE

Tires

MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES 24
 MICHELIN XZE2 11R22.5 14 PLY RADIAL REAR TIRES 24
 MICHELIN XZE2 11R22.5 14 PLY RADIAL SPARE TIRE 119

Hubs

CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS -30
 CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS -30

Wheels

ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS 26
 ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS 52
 NO FRONT HUB COVERS
 ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC SPARE WHEEL 83
 FRONT WHEEL MOUNTING NUTS
 REAR WHEEL MOUNTING NUTS

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 AIR CAB MOUNTING
 NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
 LH AND RH GRAB HANDLES
 HOOD MOUNTED CHROMED PLASTIC GRILLE
 CHROME HOOD MOUNTED AIR INTAKE GRILLE
 FIBERGLASS HOOD
 SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK 4
 SINGLE ELECTRIC HORN
 SINGLE HORN SHIELD
 DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS
 REAR LICENSE PLATE MOUNT END OF FRAME

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL | | |
| LED AERODYNAMIC MARKER LIGHTS | | |
| DAYTIME RUNNING LIGHTS | | |
| INTEGRAL STOP/TAIL/BACKUP LIGHTS | | |
| STANDARD FRONT TURN SIGNAL LAMPS | | |
| NO WORK LIGHT | | |
| DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LIGHTS | | |
| DOOR MOUNTED MIRRORS | | |
| 102 INCH EQUIPMENT WIDTH | | |
| LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS | | |
| STANDARD SIDE/REAR REFLECTORS | | |
| 63X14 INCH TINTED REAR WINDOW | | |
| TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS | | |

RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S) TINTED WINDSHIELD
 2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

Cab Interior

OPAL GRAY VINYL INTERIOR
 MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
 MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
 BLACK MATS WITH SINGLE INSULATION
 FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
 IN DASH STORAGE BIN
 CENTER STORAGE CONSOLE MOUNTED ON BACKWALL 20
 (2) CUP HOLDERS LH AND RH DASH
 GRAY/CHARCOAL FLAT DASH
 SMART SWITCH EXPANSION MODULE
 2-1/2 LB. FIRE EXTINGUISHER 5
 HEATER, DEFROSTER AND AIR CONDITIONER
 STANDARD HVAC DUCTING
 MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
 STANDARD HEATER PLUMBING
 VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
 BINARY CONTROL, R-134A
 STANDARD INSULATION
 SOLID-STATE CIRCUIT PROTECTION AND FUSES
 12V NEGATIVE GROUND ELECTRICAL SYSTEM
 DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS
 LH AND RH ELECTRIC DOOR LOCKS
 (2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH
 TRIANGULAR REFLECTORS WITHOUT FLARES 10
 BASIC HIGH BACK AIR SUSPENSION DRIVER 30
 SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION | 25 | 10 |
| DUAL DRIVER AND PASSENGER SEAT ARMRESTS | 8 | |
| LH AND RH INTEGRAL DOOR PANEL ARMRESTS | | |
| BLACK MORDURA CLOTH DRIVER SEAT COVER | | |
| BLACK MORDURA CLOTH PASSENGER SEAT COVER | | |
| BLACK SEAT BELTS | | |
| ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | 10 | |
| 4-SPOKE 18 INCH (450MM) STEERING WHEEL | | |
| DRIVER AND PASSENGER INTERIOR SUN VISORS | | |
| NO ENTRY/ACCESS/STEP WIRING | | |

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
 GRAY CENTER INSTRUMENT PANEL
 BLACK GAUGE BEZELS

LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
 (1) SINGLE BRAKE APPLICATION AIR GAUGE
 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
 INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
 97 DB BACKUP ALARM 3
 ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
 KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
 ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
 HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
 2 INCH ELECTRIC FUEL GAUGE
 PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE
 ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
 TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
 ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
 (1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP 5
 ELECTRIC ENGINE OIL PRESSURE GAUGE
 AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939 10
 DASH MOUNTED RADIO
 (2) RADIO SPEAKERS IN CAB
 AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
 ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
 STANDARD VEHICLE SPEED SENSOR
 ELECTRONIC 3000 RPM TACHOMETER
 IDLE LIMITER, ELECTRONIC ENGINE
 THREE ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS | | |
| Design | | |
| PAINT: ONE SOLID COLOR | | |
| Color | | |
| CAB COLOR A: L0006EB WHITE ELITE BC BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) | | |

POWDER WHITE (N0006EA) SPARE WHEEL/RIM
 (PKWHT21, TKWHT21, W, TW)
 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Secondary Factory Options

- CORPORATE PDI CENTER IN-SERVICE AND OPTI ON
 INSTALLATION/MODIFICATION
 PDI QUOTE TO ADD ELECTRIC BRAKE CONTROLLER

Raw Performance Data

CALC'D FRAME LENGTH - OVERALL : 286.98
 CALCULATED EFFECTIVE BACK OF CAB TO REAR
 SUSPENSION C/L (CA) : 104.65 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE :
 107.45 in

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

| | Weight Front | Weight Rear | Total Weight |
|-----------------|-----------------|----------------|-----------------|
| Factory Weight* | 6275 lbs. | 4304 lbs. | 10579 lbs. |
| Total Weight* | 6275 lbs. | 4304 lbs. | 10579 lbs. |

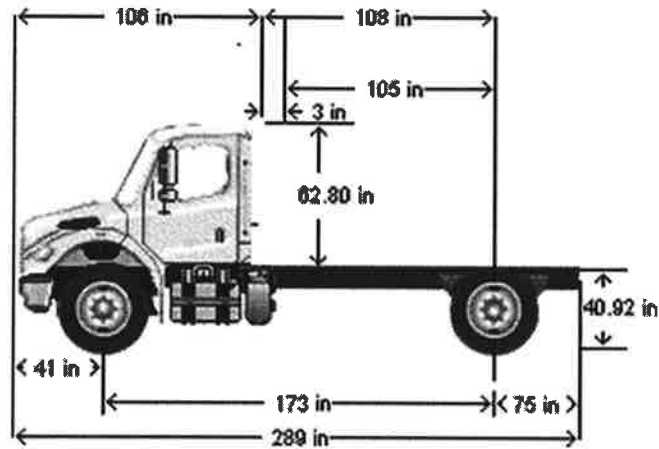
Extended Warranty

CUM 2022 B6.7: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM
 EXTENDED WARRANTY. FEX APPLIES
 CUM 2022 B6.7: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM
 AFTERTREATMENT. FEX APPLIES
 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$550 CAP FEX APPLIES

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

2.2 DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

| | |
|--|--|
| Model | M2106 |
| Wheelbase (545) | 4400MM (173 INCH) WHEELBASE |
| Rear Frame Overhang (552) | 1900MM (75 INCH) REAR FRAME OVERHANG |
| Fifth Wheel (578)..... | NO FIFTH WHEEL |
| Mounting Location (577)..... | NO FIFTH WHEEL LOCATION |
| Maximum Forward Position (in)..... | 0 |
| Maximum Rearward Position (in) | 0 |
| Amount of Slide Travel (in)..... | 0 |
| Slide Increment (in) | 0 |
| Desired Slide Position (in) | 0.0 |
| Cab Size (829) | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB |
| Sleeper (682) | NO SLEEPER BOX/SLEEPER CAB |
| Exhaust System (016)RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE | |

TABLE SUMMARY - DIMENSIONS

| Dimensions | Inches |
|--|--------|
| Bumper to Back of Cab (BBC) | 106.3 |
| Bumper to Centerline of Front Axle (BA) | 40.7 |
| Min. Cab to Body Clearance (CB) | 3.0 |
| Back of Cab to Centerline of Rear Axle(s) (CA) | 107.6 |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 104.6 |
| Back of Cab Protrusions (Exhaust/Intake) (CP) | 3.0 |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP) | 0.0 |
| Back of Cab Protrusions (CNG Tank) | 0.0 |
| Back of Cab Clearance (CL) | 3.0 |
| Back of Cab to End of Frame | 182.4 |
| Cab Height (CH) | 62.8 |
| Wheelbase (WB) | 173.2 |
| Frame Overhang (OH) | 74.8 |
| Overall Length (OAL) | 288.7 |
| Rear Axle Spacing | 0.0 |
| Unladen Frame Height at Centerline of Rear Axle | 40.9 |

2.3 GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model M2106
 Cab Size (829)106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Expected Front Axle(s) Load (lbs.) 13000.0
 Expected Pusher Axle(s) Load (lbs.) 0.0
 Expected Rear Axle(s) Load (lbs.) 20000.0
 Expected Tag Axle(s) Load (lbs.) 0.0
 Expected GVW (lbs.) 33000
 Expected GCW (lbs.) 0.0
 Front Axle (400)DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
 Front Suspension (620) 13,300# TAPERLEAF FRONT SUSPENSION
 Front Hubs (418)..... CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS
 Front Disc Wheels (502)ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL
 DISC FRONT WHEELS
 Front Tires (093)MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES
 Front Brakes (402)MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR,
 FABRICATED SHOES
 Steering Gear (536) TRW THP-60 POWER STEERING
 Rear Axle (420)..... RS-21-160 21,000# R-SERIES SINGLE REAR AXLE
 Rear Suspension (622)20,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER, WITH RADIUS
 ROD
 Rear Hubs (450)..... CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS
 Rear Disc Wheels (505)ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR
 WHEELS
 Rear Tires (094) MICHELIN XZE2 11R22.5 14 PLY RADIAL REAR TIRES
 Rear Brakes (423)MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE
 ANCHOR, FABRICATED SHOES

Pusher / Tag Axle (443) NO PUSHER OR TAG AXLE
 Pusher / Tag Suspension (626) NO PUSHER OR TAG SUSPENSION
 Pusher / Tag Hubs (449) NO PUSHER OR TAG HUBS

Pusher / Tag Tires (095) NO PUSHER/TAG TIRES
 Pusher / Tag Brakes (456) NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

| | Front | Rear |
|--------------------------------------|-------|-------|
| Axle Component Weight Ratings | | |
| Axes | 13000 | 21000 |
| Suspension | 13300 | 20000 |
| Hubs | 13300 | 23000 |
| Brakes | 14000 | 21000 |
| Wheels | 16000 | 32000 |
| Tires | 13220 | 23360 |
| Power Steering | 13300 | N/A |
| GAWR (per axle) | 13000 | 20000 |
| GAWR (per axle system) | 13000 | 20000 |
| Expected Load (per axle system) | 13000 | 20000 |
| Vehicle GVWR Summary | | |
| Calculated GVWR | 33000 | |
| Expected GVWR | 33000 | |
| All weights displayed in pounds | | |

2 . 4 F R A M E R B M

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) 4400MM (173 INCH) WHEELBASE
 Frame Rails (546) 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI (546)
 Yield Strength (psi) 120000
 Section Modulus (per rail) (cu in) 16.979
 RBM (per rail) (lb.-in) 2037600
 Inner Frame Reinforcement (547) NO INNER FRAME REINFORCEMENT
 Outer Frame Reinforcement (548) NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

| Item | Description / Value |
|--------------------------------------|--|
| Wheelbase | 4400MM (173 INCH) WHEELBASE |
| Frame | 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI |
| Inner Frame Reinforcement | NO INNER FRAME REINFORCEMENT |
| Outer Frame Reinforcement | NO OUTER FRAME REINFORCEMENT |
| Yield Strength (psi) | 120000 |
| Section Modulus - per rail (cu. in.) | 16.98 |
| Frame RBM - per rail (lb.-in) | 2037600 |

The body will be installed on a 2022 or new Freightliner M2 106 single rear axle chassis with a Cummins 6.7L 300 HP diesel engine, automatic transmission, 108" CA, air brakes, 33,000 lb. gvwr. The Dump Body specifications are as follows:



Sample photo only, completed vehicle may vary.

- Body Length (ft.): 12, Body Id (inch): 84, Body OD: 96
- Hoist Model: * 1824HD
- Hydraulics: * Direct mount with air shift controls and dump limit valve
- Understructure: * 3/16" Hi-Ten steel, fabricated trapezoid, fully boxed 14" long members
- Understructure Spacing: N/A - Cross-member less
- Yardage: 8
- Front Height (inches): * 46, Side Height (inches): 30, Tailgate Height (inches): 38, Front Material: * 10 GA steel, Side Material: * 10 GA Steel, Tailgate Material: * 3/16" steel, Floor Material: * 1/4" steel plate AR400
- Side Bracing: One full length self-cleaning horizontal side brace
- Rear Corner post Width: 10
- Tailgate Release: * Air/Air with over center installed
- Tailgate Hardware: 3/4" flame cut offset TG hinge
- Sliding Doors (3): * Pull Down, Sliding Door Location: * Left/Center/Right (Dura Class Handles)
- Front Pillar: Tapered Front Pillar
- SS/Cor-Ten Rear Pillar: * 3/16" Hi-Ten
- Cab Shield: * 1/2 size, 10GA.
- Spill Apron: 10"
- Back-up alarm/ body raise ind.
- LED lights and lighting per DOT standard
- Reservoir
- Hyd pump/ valve kit
- Body prop kit
- Standard style trailer hitch: 1/2" reinforced hitch plate mounted to the rear of the chassis frame with #2200 premier pintle hitch without air pot. Mount so that the bottom of the eye is ~30" (TBD), above the ground, unloaded. Install two (2) 1" x 3"

heavy duty D-rings for the trailer safety chains. Mount glad hands with covers and 7-wire electrical connectors.

- Cole Hersee Connector #12063-01 BX will be installed at the rear of truck.
- Two (2) 18" x 18" x 36" frame mounted toolbox located on the curbside and driver's sides ahead of the rear wheels.
- Pull Tarp – A vinyl pull type tarp will be provided and installed.
- Anti-sail mud flaps with hooks installed behind the rear tires.
- Two (2) wheel chock holders mounted on the driver's side truck frame with retainers.
- Two (2) 12" two rung grip strut step ladder (folding) located at the front passenger and driver's side of the body. Grab handles will be mounted on each side of the ladder attached to the body. These handles will be round stock and run from the bottom of the top rail with clearance for fingers if there is a center rail. Ladder and grab handles will be painted orange.
- A Whelen LED rotating beacon model L10 with amber lens will be provided. Mounted on the top left side of the cab controlled by a switch inside the cab.
- Mobile Camera: A Pro-Vision Mobile Camera System will be installed. This includes; a heavy duty monitor, wide angle camera, windshield mount base, and double pivot monitor bracket and thread locker.
- Paint Black Underbody. Paint Body one color per customer.
- Run and Test all Installed Equipment
- Furnish Weight Slip



NOTICE INVITING SEALED BIDS SUPPLY OF
THREE (3) 2022 OR CURRENT PRODUCTION YEAR
FREIGHTLINER M2 106, 12' DUMP TRUCKS

CITY OF REDWOOD CITY, CALIFORNIA

BID RELEASE DATE:

August 6, 2021

PUBLIC WORKS SERVICES DEPARTMENT
FLEET AND EQUIPMENT SERVICES DIVISION

Due Date: August 27, 2021

Late bids will not be accepted.

The date that bids are due shall be strictly observed.

GENERAL PROVISIONS

1. Sealed Bids will be received by the City of Redwood City, California for the supply of three (3) 2022 or current production year Freightliner M2 106, 12' Dump Trucks.
2. Any questions regarding the bid forms should be directed in writing to the City Contact listed below.
3. The City Contact is:

Aaron Nair
1400 Broadway Street
Redwood City, CA 94063
650-780-7474
anair@redwoodcity.org

4. The right is reserved, as the interest of the City may require, to purchase individual equipment, materials, vehicles or supplies from more than one Bidder or all equipment, materials, vehicles or supplies from one Bidder, to reject any or all bids, to waive any immaterial defects in bids.
5. Please be advised that due to public health and safety directives, City Hall administrative offices are closed to the public beginning March 17, 2020 until further notice. All bids shall only be accepted by mail at the address listed on pg. 4 of this document. The bid opening shall be conducted by teleconference and is currently scheduled for 3 p.m. PST on Wednesday, September 1, 2021. Should the bid opening date and time need to be postponed, a notification by way of addendum shall be posted online to this original Notice Inviting Bids at <http://www.redwoodcity.org/business/bids-proposals>. The virtual bid opening can be accessed either by following the link below or by call-in, on the date and time of the opening:

<https://redwoodcity.zoom.us/j/91879427918?pwd=bnk5NFNKdk5GblllcG1ucHhkV2hDUT09>

Meeting ID: 918 7942 7918
Passcode: 195549
Dial-in audio: (669) 900-6833

6. Results of the bidding shall be reported to the City Council at a later date, at which time the City Council may award the contract to the lowest responsible Bidder as so reported, or as the City's interests may dictate. The City may exercise its right to reject any and all bids.

Bidder's Initials 

1. INTRODUCTION

The City of Redwood City's Fleet and Equipment Services Division, in accordance with Redwood City's Purchasing Ordinance, is providing this Notice Inviting Sealed Bids (NIB) to prospective Bidders for the purchase of vehicle(s) more particularly described in this document. All Redwood City new vehicle dealers, in addition to dealers outside the local area who have requested to be placed on the Bidders list, have been provided this NIB. Your participation in the Redwood City competitive bidding process is encouraged and appreciated.

2. DEFINITIONS

The following definitions apply to this NIB.

- a. In these specifications, the word "City" refers to the City of Redwood City, California.
- b. The term "NIB" or "Document" refers to this Notice Inviting Sealed Bids.
- c. The term "Bidder", "Supplier" or "Vendor" refers to the person, firm or corporation with whom the contract is being made by the City, or the agent or legal representative who may be appointed to represent such party, firm or corporation in the execution of this contract.
- d. The term "Bid Submission" refers to the document submitted by the Bidder before the Bid Submission Due Date.
- e. The term "Successful Bidder" refers to the dealership or vendor that is selected by the City through this NIB process, to supply the vehicle(s) specified in this document.

3. SCHEDULE DATES:

| Event | Date |
|--------------------------------------|--|
| Bid Release Date | Friday, August 6, 2021 |
| Deadline for Questions | Friday, August 13, 2021 |
| Answers Released | By Tuesday, August 17, 2021 at 5pm PST |
| Bid Submission Due Date | Friday, August 27, 2021 |
| Notice of Intent to Bid Deadline | Friday, August 27, 2021 |
| Virtual Bid Opening* | Wednesday, September 1, 2021 at 3 p.m. PST |
| Successful Bidder Notification* | September 2021 |
| City Manager Approval* | September 2021 |
| Pre-Build Meeting(Pre-Construction)* | October/November 2021 |
| Purchase Order Process* | October 2021 |

* Tentative Dates and Times

Bidder's Initials 

4. BID SUBMISSION DETAILS

Bid Submissions shall comply with the following:

- a. Before submitting a bid, Bidders should read this NIB carefully and inform themselves completely of all details outlined in this Document.
- b. Bidders will review and initial the General Provisions (pages 2-10) of this NIB, and sign all required pages. After signing, the Bidder will return all pages of the General Provisions including all signed pages as part of their Bid Submission.
- c. As part of their Bid Submission, Bidders will submit pricing information on the document entitled "Bid Proposal Form", properly executed in ink, with all appropriate spaces filled in. Additional information may be submitted by the Bidder on separate sheets of paper.
- d. As a part of their Bid Submission, Bidders will initial and return the separate attached Additional Specification Sheets.
- e. Each Bid Submission must be mailed in a sealed envelope addressed to Office of the City Clerk, 1017 Middlefield Road, Redwood City, CA 94063. With the closure of City administrative offices to the public, packages sent to the above address using courier services other than the United States Postal Service may be returned to sender and not deliver successfully. Bidders should verify prior to mailing that packages can be delivered to the address listed above by the due date. The outside of the envelope shall be plainly marked, with the name of Bidder, the title of this Notice Inviting Sealed Bids and the submission due date.
- f. Bid Submissions must be postmarked no later than the due date shown in this NIB.
- g. Bidders must email anair@redwoodcity.org to notify that a submission has been mailed, prior to the deadline. **DO NOT** include bid amounts in the email.
- h. Faxed, emailed, or late bids will not be accepted.

5. BID SUBMISSION CHECKLIST

| Key Points | |
|------------|---|
| 1 | Bid Proposal Form will specify any exceptions to the specified vehicle. |
| 2 | Bid Proposal Form will specify additional warranties. |
| 3 | Bid Proposal Form will specify the maximum number of days until delivery to Redwood City (after purchase order is released). The maximum number of days until delivery will be listed by the Bidder as a specific number of days (e.g. 90 days) and not a range of days (e.g. 90-120 days). |
| 4 | Bidder will sign all required pages of the Bid Proposal Form. Bidder shall initial and include all pages as part of their Bid Submission. |
| 5 | Successful Bidder will obtain exempt license plates and furnish the Department of Motor Vehicles with a report of sale, smog certificate, the City's exempt registration form (Reg. 217) and all other needed paperwork on behalf of the City. |

Bidder's Initials 

6. WITHDRAWAL OF BID

Any Bidder may withdraw his or her bid by written request (addressed to the City Contact).

7. INTERPRETATION

If a prospective Bidder is in doubt of the true meaning of any part of this "Notice Inviting Sealed Bids" or finds discrepancies in, or omissions in the same, the Bidder may submit to the City Contact a written request for an interpretation or a correction thereof. Any interpretations or correction of the proposed documents will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the NIB.

8. NEW MATERIAL; ACCEPTABLE

The unit(s) herein specified shall be constructed throughout of new parts and materials, which shall have seen no service other than that necessary for factory tests, unless otherwise allowed in the Bid Specification. Items purchased hereunder will be subject to final inspection and acceptance at delivery destination as set forth in this Notice Inviting Sealed Bids.

9. STANDARD EQUIPMENT

Vehicle(s) proposed by the Bidder must be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for that unit (from the manufacturer). No such item shall be removed because it was not specified in this Notice Inviting Sealed Bids. To promote fairness in competition, items offered as standard equipment by a particular manufacturer, but not recognized as such by the industry, should be clearly noted in the Bid Submission. An option to delete those items at an offered price, may be included with the bid submission.

10. LOWEST RESPONSIBLE BIDDER

In order to promote the policy declared above, contracts will be awarded only to such Bidders as are determined to meet the qualifications of lowest responsive and responsible Bidder.

11. AWARD OF CONTRACT OR REJECTION OF BIDS

The City reserves the right to amend or reject any or all bids. Whenever quantities of individual items are involved the City reserves the right to make single awards or separate items in an aggregate of several items to various vendors.

12. GUARANTEE

The Bidder warrants and guarantees that all equipment, materials, vehicles or supplies used or furnished and all workmanship are of the type and quality specified herein. The Bidder further guarantees that any latent fault in construction or defective material discovered within one year after acceptance of the work shall be remedied by Bidder without cost to the City, upon written

Bidder's Initials PS

notice given to Bidder. Other subsequent latent defects shall be covered by responsibilities set forth in the law. In the event of failure to comply with the above-mentioned conditions within a reasonable time after notice, the City will have the defects repaired and made good at the expense of the Bidder, who agrees to pay the costs and charges therefore immediately upon demand.

The signing of this agreement by the Bidder shall constitute agreement to the above guarantees.

13. WARRANTY

The warranty on all vehicles, cab, and chassis shall be the standard manufacturer's warranty for 60 months or 60,000 miles. The warranty on all service bodies, lifts and other components specified on the individual specifications sheets shall be a minimum of 12 months' parts and labor. Bidders should specify any additional warranties offered on specific vehicles.

14. DEPARTMENT OF MOTOR VEHICLES

It is the responsibility of the Successful Bidder to act on behalf of the City and submit all required registration forms and supporting documentation to the Department of Motor Vehicles in order to obtain exempt license plates for each vehicle purchased from the Bidder. The Successful Bidder will also furnish the Department of Motor Vehicles with a report of sale, smog certificate, the City's exempt registration form (Reg. 217) and all other needed paperwork on behalf of the City.

15. PREPARATION FOR SHIPMENT

The Bidder shall prepare all articles and materials for shipment in such a manner as to protect them from damage in transit, and shall be responsible for and repair all damaged parts or replace all losses incurred in transit to the designated delivery point and not later than the specified delivery date. When necessary, heavy parts shall be mounted on skids or crated, and all articles or materials that might otherwise be lost shall be boxed or wired in bundles. All articles shall be plainly marked for identification and destination. The Bidder shall prepare proper commercial bills of lading, two (2) copies of which, together with a complete shipping list, shall be sent to City of Redwood City Fleet Division, 1400 Broadway Street, Redwood City, CA 94063.

16. SHIPPING WEIGHT

Each Bidder shall state in his or her proposal the total shipping weight, listing and segregating the individual unit weights and shipping weights, if F.O.B. point of shipment.

17. DELIVERIES; DISTANCE; EXTENSION OF TIME

"Delivery" is defined as complete delivery of equipment, materials, vehicles or supplies free and clear from any and all claims, debts, or demands what so ever to the City of Redwood City Fleet Division, 1400 Broadway Street, Redwood City, CA 94063.

The Bidder's bid submission will specify the maximum number of days until delivery to Redwood City, example: 60 days from the date the City mails the purchase order to the successful Bidder.

Bidder's Initials 

Date ranges are not allowed, example: 90-120 days from the date the City mails the purchase order to the successful Bidder.

In the event the new vehicle(s) have not been delivered to the City of Redwood City Fleet Division (1400 Broadway Street, Redwood City, CA 94063) within the specified maximum number of days until delivery to Redwood City, the contract between the successful Bidder and the City may be considered null and void.

In the event a successful Bidder fails to provide the vehicle within the time specified and the contract is canceled, the City may enter into an agreement with the next lowest Bidder for delivery of the specified vehicle(s) in this document.

18. ERRORS AND OMISSIONS

The Bidder will not be allowed to take advantage of any error or omission in their Bid Submission.

19. FEDERAL AND STATE TAXES

The prices bid shall include any Federal tax, exclusive of Federal Excise Tax heretofore imposed by Congress, which is applicable to the material to be furnished. If any sales tax, processing tax, adjustment charge or other taxes or charges are imposed or changed by Congress after the date set for opening bids and made applicable directly upon the production, manufacture or sale of the supplies to be furnished, and are paid by the Supplier on the articles or supplies furnished, then the prices stated in the schedules will be increased or decreased accordingly, and any amounts due the Supplier as the result of such changes will be charged to the City and added on vouchers (or invoices) as separate items.

20. PAYMENTS


Payment will be made promptly following delivery, inspection, acceptance of goods by the City and receipt of invoice.

21. BIDDERS STATEMENT

If awarded the contract, the undersigned hereby agrees to supply the vehicle(s) and equipment according to specifications within the time period stated on page 12 ("maximum number of days until delivery to Redwood City") commencing upon receipt of the purchase order by the Successful Bidder.

If the unit price and the total amount named by a Bidder for any item do not agree, it will be assumed that the error was made in computing the total amount and the unit price alone will be considered as representing the Bidder's intention.

The undersigned has checked carefully all the figures listed in the Bid Proposal Form and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Bidder's Initials 

NOTICE INVITING SEALED BIDS
 SUPPLY OF THREE (3) 2022 OR CURRENT PRODUCTION YEAR
 FREIGHTLINER M2 106, 12' DUMP TRUCKS

BID SPECIFICATION

It is the intent of these attached specifications to define the minimum requirements for three (3) 2022 or current production year Freightliner M2 106, 12' Dump Truck. The vehicles will be new, unused and a current production model. Items not specifically mentioned but considered standard by the manufacturer shall be included.

| Quantity | Year | Make | Model | Description |
|----------|------------------------------------|--------------|--------|----------------|
| 1 | 2022 or Current Production Year | Freightliner | M2 106 | 12' DUMP TRUCK |

Each Bidder will need to fill out a Bid Proposal Form that requires a unit cost for each vehicle and all additional costs. Please make certain the quoted unit costs on your Bid Proposal Form includes all items listed in the "Standard Equipment" and "Additional Equipment" charts shown below.

Additional vehicle and body specifications are attached in separate documents.

| Order Codes* | Standard Equipment |
|--------------|---|
| | 2022 OR CURRENT PRODUCTION YEAR FREIGHTLINER M2 106, 12' DUMP TRUCK |
| | With one (1) regular spare tire per vehicle |
| | <i>Exterior Color</i> |
| | OXFORD WHITE |
| | <i>Interior Color</i> |
| | Black OR Grey Vinyl Front Seats |
| Order Codes* | Additional Equipment |
| | Vehicle and body specifications per attached specification sheets and diagrams (pgs.13-26) Vehicles must include A/C "Door locks and power windows". |
| | Provide four (4) Ignition/Door Keys per vehicle |
| | Two (2) complete sets of vehicle manuals paper or electronic per vehicle |

Bidder's Initials



* In case the order codes listed above are incorrect, please contact the City Contact for verification or proceed with a quote as the description listed above is clear and straightforward.

Vehicles to be delivered to City of Redwood City Fleet Division, 1400 Broadway Street, Redwood City, CA 94063.

Selected vendor to handle licensing details, including furnishing DMV with report of sale, smog certificate, City's exempt registration form (Reg. 217) and all other needed paperwork. City of Redwood City's Fleet Supervisor is authorized to sign documents for the City.

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Bidder's Initials

PE

Other Bid Information:

- 1- Maximum Number of Days until Delivery to Redwood City: 140 Days
 - a. Must indicate a specific number of days (ex. 60, 90, 120, etc.) and not a range of days (90-120).
 - b. The 1st day is considered to be the date Redwood City mails the Purchase Order to the Successful Bidder. (Note: Redwood City staff will email the date the Purchase Order was released to the Successful Bidder).
 - c. Failure to deliver the vehicles before the maximum number of days listed above may null and void the contract between the Successful Bidder and the City.

2- Exceptions to the Specified Vehicle. If applicable, please provide an explanation below.

No Exceptions Taken

3- Additional Warranties. If applicable, please provide details below.

I certify my bid is in accordance with the Bid Specification and General Provisions.

Signature *Russell Gibson* Date of Signature 8-25-2021

Title NEW TRUCK SALES

Company Name GOLDEN GATE TRUCK CENTER

Address 8200 BALDWIN, OAKLAND, CA 94621

Telephone Number 510-632-3535

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THE BID PROPOSAL FORM INCLUDING THIS SIGNATURE PAGE, AS WELL AS THE BID SPECIFICATION AND ADDITIONAL SPECIFICATION SHEETS.

ADDITIONAL SPECIFICATIONS

VEHICLE - 2022 OR CURRENT PRODUCTION YEAR FREIGHTLINER M2 106, 12' DUMP TRUCK

12 ft. Dump Truck no air to rear electric brake controller



2.1 SPECIFICATION PROPOSAL

| | Description | Front | Rear |
|------------------------------|---|-------|-----------|
| Price Level | | | |
| Data Version | | | |
| Vehicle Configuration | SPECPRO21 DATA RELEASE VER 018 | | |
| | M2 106 CONVENTIONAL CHASSIS 2022 MODEL YEAR SPECIFIED SET BACK AXLE - TRUCK STRAIGHT TRUCK PROVISION LH PRIMARY STEERING LOCATION | 5,709 | 3,503 |
| General Service | TRUCK CONFIGURATION DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) UTILITY/REPAIR/MAINTENANCE SERVICE GOVERNMENT BUSINESS SEGMENT DIRT/SAND/ROCK COMMODITY TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS MAXIMUM 8% EXPECTED GRADE SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE MEDIUM TRUCK WARRANTY EXPECTED FRONT AXLE(S) LOAD : 13000.0 lbs. EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs. EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs. | | 8 25 2021 |
| Truck Service | END DUMP BODY EXPECTED TRUCK BODY LENGTH : 0.0 ft. AMERICAN TRUCK AND TRAILER BODY COMPANY EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in | | |
| Engine | CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM | | |
| Electronic Parameters | 70 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT PTO MODE ENGINE RPM LIMIT - 1100 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE | | |

APPLIED
 PTO RPM WITH CRUISE SET SWITCH - 700 RPM
 PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
 PTO MODE CANCEL VEHICLE SPEED - 5 MPH

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND PTO MINIMUM RPM - 700 REGEN INHIBIT SPEED THRESHOLD - 5 MPH | | |
| Engine Equipment | | |
| ONBOARD DIAGNOSTICS/2022 EPA/CARB/FINAL GHG17 CONFIGURATION 2022 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR) STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL FUMOTO DRAIN VALVE(S) ON OIL PAN ONE PIECE VALVE COVER SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER DR 12V 180 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE (2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES BATTERY BOX FRAME MOUNTED STANDARD BATTERY JUMPERS SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN NON-POLISHED BATTERY BOX COVER CAB AUXILIARY POWER CABLE POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER | 5 8 2 | |
| CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR AIR COMPRESSOR DISCHARGE LINE ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH, ACTIVATES STOP LAMPS RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH | 20 | |
| STANDARD EXHAUST SYSTEM LENGTH RH STANDARD HORIZONTAL TAILPIPE 13 GALLON DIESEL EXHAUST FLUID TANK 100 PERCENT DIESEL EXHAUST FLUID FILL NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER | 35 15 | 10 5 |
| LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING STANDARD DIESEL EXHAUST FLUID TANK CAP AIR POWERED ON/OFF ENGINE FAN CLUTCH | | |

| Description | Weight Front | Weight Rear |
|---|-----------------|----------------|
| AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED CUMMINS SPIN ON FUEL FILTER FULL FLOW OIL FILTER 700 SQUARE INCH ALUMINUM RADIATOR ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES RADIATOR DRAIN VALVE LOWER RADIATOR GUARD ALUMINUM FLYWHEEL HOUSING ELECTRIC GRID AIR INTAKE WARMER DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH | | |
| Transmission | | |
| ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | 200 | 60 |
| Transmission Equipment | | |
| ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT END OF FRAME ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED | | |
| Description | Weight Front | Weight Rear |
| CUSTOMER INSTALLED CHELSEA 280 SERIES PTO | | |

PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
 MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
 PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
 TRANSMISSION PROGNOSTICS - ENABLED 2013
 WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
 TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
 SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74
 DROP SINGLE FRONT AXLE
 MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 NON-ASBESTOS FRONT BRAKE LINING
 CONMET CAST IRON FRONT BRAKE DRUMS
 FRONT OIL SEALS
 CR STEEL VENTED FRONT HUB CAPS WITH WINDOW AND CENTER PLUG - OIL
 STANDARD SPINDLE NUTS FOR ALL AXLES
 MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
 TRW THP-60 POWER STEERING
 POWER STEERING PUMP
 2 QUART SEE THROUGH POWER STEERING RESERVOIR
 SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

13,300# TAPERLEAF FRONT SUSPENSION 75
 MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
 FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RS-21-160 21,000# R-SERIES SINGLE REAR AXLE 180
 6.43 REAR AXLE RATIO
 IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
 MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
 MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 NON-ASBESTOS REAR BRAKE LINING
 BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)
 CONMET CAST IRON REAR BRAKE DRUMS
 REAR OIL SEALS
 WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
 MERITOR AUTOMATIC REAR SLACK ADJUSTERS
 SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

20,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER, WITH RADIUS ROD 70
 SPRING SUSPENSION - NO AXLE SPACERS

| Description | Weight Front | Weight Rear |
|--|--------------|-------------|
| STANDARD AXLE SEATS IN AXLE CLAMP GROUP FORE/AFT CONTROL RODS | | |

Brake System

AIR BRAKE PACKAGE
 WABCO 4S/4M ABS
 REINFORCED NYLON, FABRIC BRAID AND WIRE
 BRAID CHASSIS AIR LINES

FIBER BRAID PARKING BRAKE HOSE
 STANDARD BRAKE SYSTEM VALVES
 STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
 STD U.S. FRONT BRAKE VALVE
 RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
 WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
 AIR DRYER MOUNTED UNDER HOOD
 STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS
 CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD
 PULL CABLES ON ALL AIR RESERVOIR(S)

Trailer Connections

PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE
 SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME 5 5
 UPGRADED CHASSIS MULTIPLEXING UNIT
 UPGRADED BULKHEAD MULTIPLEXING UNIT
 OEM ELECTRIC BRAKE CONTROLLER IN CAB
 7 WAY RV STYLE RECEPTACLE AT REAR

Wheelbase & Frame

4400MM (173 INCH) WHEELBASE
 11/32X3-1/2X10-15/16 INCH STEEL FRAME 10 120
 (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
 1900MM (75 INCH) REAR FRAME OVERHANG
 FRAME OVERHANG RANGE: 71 INCH TO 80 INCH -20 90
 CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 107.65 in
 CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 104.65 in
 CALC'D FRAME LENGTH - OVERALL : 286.98
 CALCULATED FRAME SPACE LH SIDE : 65.22 in
 CALCULATED FRAME SPACE RH SIDE : 177.98 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE : 107.45 in
 SQUARE END OF FRAME
 FRONT CLOSING CROSSMEMBER
 STANDARD WEIGHT ENGINE CROSSMEMBER
 STANDARD CROSSMEMBER BACK OF TRANSMISSION
 STANDARD MIDSHIP #1 CROSSMEMBER(S)
 STANDARD REARMOST CROSSMEMBER
 STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS 30
 FRONT TOW HOOKS - FRAME MOUNTED 15

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| BUMPER MOUNTING FOR SINGLE LICENSE PLATE | | |
| FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS | | |
| GRADE 8 THREADED HEX HEADED FRAME FASTENERS | | |

Fuel Tanks

50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH 20
 RECTANGULAR FUEL TANK(S)
 PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS

FUEL TANK(S) FORWARD
 BLACK STEP FINISH
 FUEL TANK CAP(S)
 DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER
 EQUIFLO INBOARD FUEL SYSTEM
 NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK
 HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

Tires

MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES 24
 MICHELIN XZE2 11R22.5 14 PLY RADIAL REAR TIRES 24
 MICHELIN XZE2 11R22.5 14 PLY RADIAL SPARE TIRE 119

Hubs

CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS -30
 CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS -30

Wheels

ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS 26
 ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS 52
 NO FRONT HUB COVERS
 ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC SPARE WHEEL 83
 FRONT WHEEL MOUNTING NUTS
 REAR WHEEL MOUNTING NUTS

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 AIR CAB MOUNTING
 NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
 LH AND RH GRAB HANDLES
 HOOD MOUNTED CHROMED PLASTIC GRILLE
 CHROME HOOD MOUNTED AIR INTAKE GRILLE
 FIBERGLASS HOOD
 SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK 4
 SINGLE ELECTRIC HORN
 SINGLE HORN SHIELD
 DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS
 REAR LICENSE PLATE MOUNT END OF FRAME

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL | | |
| LED AERODYNAMIC MARKER LIGHTS | | |
| DAYTIME RUNNING LIGHTS | | |
| INTEGRAL STOP/TAIL/BACKUP LIGHTS | | |
| STANDARD FRONT TURN SIGNAL LAMPS | | |
| NO WORK LIGHT | | |
| DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LIGHTS | | |
| DOOR MOUNTED MIRRORS | | |
| 102 INCH EQUIPMENT WIDTH | | |
| LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS | | |
| STANDARD SIDE/REAR REFLECTORS | | |
| 63X14 INCH TINTED REAR WINDOW | | |
| TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS | | |

RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S) TINTED WINDSHIELD
 2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED 4

Cab Interior

OPAL GRAY VINYL INTERIOR
 MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
 MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
 BLACK MATS WITH SINGLE INSULATION
 FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
 IN DASH STORAGE BIN
 CENTER STORAGE CONSOLE MOUNTED ON BACKWALL 20
 (2) CUP HOLDERS LH AND RH DASH
 GRAY/CHARCOAL FLAT DASH
 SMART SWITCH EXPANSION MODULE
 2-1/2 LB. FIRE EXTINGUISHER 5
 HEATER, DEFROSTER AND AIR CONDITIONER
 STANDARD HVAC DUCTING
 MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
 STANDARD HEATER PLUMBING
 VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
 BINARY CONTROL, R-134A
 STANDARD INSULATION
 SOLID-STATE CIRCUIT PROTECTION AND FUSES
 12V NEGATIVE GROUND ELECTRICAL SYSTEM
 DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS
 LH AND RH ELECTRIC DOOR LOCKS
 (2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH
 TRIANGULAR REFLECTORS WITHOUT FLARES 10
 BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION 30

| Description | Weight Front | Weight Rear |
|--|--------------|-------------|
| BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION | 25 | 10 |
| DUAL DRIVER AND PASSENGER SEAT ARMRESTS | 8 | |
| LH AND RH INTEGRAL DOOR PANEL ARMRESTS BLACK MORDURA CLOTH DRIVER SEAT COVER BLACK MORDURA CLOTH PASSENGER SEAT COVER BLACK SEAT BELTS ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | 10 | |
| 4-SPOKE 18 INCH (450MM) STEERING WHEEL DRIVER AND PASSENGER INTERIOR SUN VISORS NO ENTRY/ACCESS/STEP WIRING | | |

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
 GRAY CENTER INSTRUMENT PANEL
 BLACK GAUGE BEZELS

LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
 (1) SINGLE BRAKE APPLICATION AIR GAUGE
 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
 INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
 97 DB BACKUP ALARM
 ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
 KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
 ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
 HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
 2 INCH ELECTRIC FUEL GAUGE
 PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE
 ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
 TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
 ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
 (1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP
 ELECTRIC ENGINE OIL PRESSURE GAUGE
 AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939
 DASH MOUNTED RADIO
 (2) RADIO SPEAKERS IN CAB
 AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
 ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
 STANDARD VEHICLE SPEED SENSOR
 ELECTRONIC 3000 RPM TACHOMETER
 IDLE LIMITER, ELECTRONIC ENGINE
 THREE ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT

3

5

10

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS | | |
| Design | | |
| PAINT: ONE SOLID COLOR | | |
| Color | | |
| CAB COLOR A: L0006EB WHITE ELITE BC BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) | | |

POWDER WHITE (N0006EA) SPARE WHEEL/RIM
 (PKWHT21, TKWHT21, W, TW)
 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE AND OPTI ON
 INSTALLATION/MODIFICATION
 PDI QUOTE TO ADD ELECTRIC BRAKE CONTROLLER

Raw Performance Data

CALC'D FRAME LENGTH - OVERALL : 286.98
 CALCULATED EFFECTIVE BACK OF CAB TO REAR
 SUSPENSION C/L (CA) : 104.65 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE :
 107.45 in

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

T O T A L V E H I C L E S U M M A R Y

Weight Summary

| | Weight Front | Weight Rear | Total Weight |
|-----------------|-----------------|----------------|-----------------|
| Factory Weight* | 6275 lbs. | 4304 lbs. | 10579 lbs. |
| Total Weight* | 6275 lbs. | 4304 lbs. | 10579 lbs. |

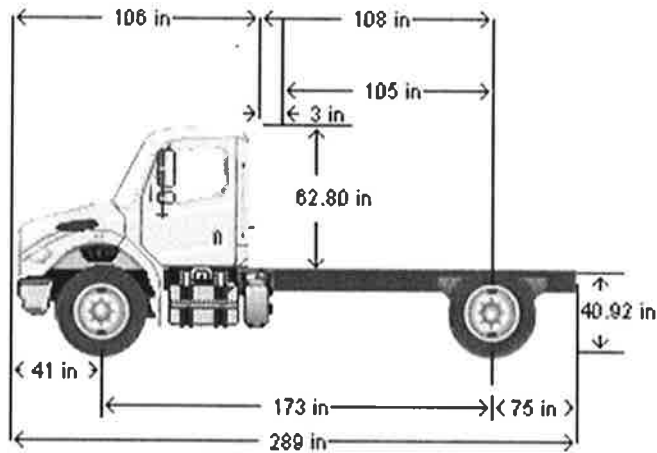
Extended Warranty

CUM 2022 B6.7: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM
 EXTENDED WARRANTY. FEX APPLIES
 CUM 2022 B6.7: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM
 AFTERTREATMENT. FEX APPLIES
 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$550 CAP FEX APPLIES

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

2.2 DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

| | |
|--|--|
| Model | M2106 |
| Wheelbase (545) | 4400MM (173 INCH) WHEELBASE |
| Rear Frame Overhang (552) | 1900MM (75 INCH) REAR FRAME OVERHANG |
| Fifth Wheel (578)..... | NO FIFTH WHEEL |
| Mounting Location (577)..... | NO FIFTH WHEEL LOCATION |
| Maximum Forward Position (in)..... | 0 |
| Maximum Rearward Position (in) | 0 |
| Amount of Slide Travel (in)..... | 0 |
| Slide Increment (in) | 0 |
| Desired Slide Position (in) | 0.0 |
| Cab Size (829) | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB |
| Sleeper (682) | NO SLEEPER BOX/SLEEPER CAB |
| Exhaust System (016)RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE | |

TABLE SUMMARY - DIMENSIONS

| Dimensions | Inches |
|--|--------|
| Bumper to Back of Cab (BBC) | 106.3 |
| Bumper to Centerline of Front Axle (BA) | 40.7 |
| Min. Cab to Body Clearance (CB) | 3.0 |
| Back of Cab to Centerline of Rear Axle(s) (CA) | 107.6 |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 104.6 |
| Back of Cab Protrusions (Exhaust/Intake) (CP) | 3.0 |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP) | 0.0 |
| Back of Cab Protrusions (CNG Tank) | 0.0 |
| Back of Cab Clearance (CL) | 3.0 |
| Back of Cab to End of Frame | 182.4 |
| Cab Height (CH) | 62.8 |
| Wheelbase (WB) | 173.2 |
| Frame Overhang (OH) | 74.8 |
| Overall Length (OAL) | 288.7 |
| Rear Axle Spacing | 0.0 |
| Unladen Frame Height at Centerline of Rear Axle | 40.9 |

2.3 GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model M2106
 Cab Size (829) 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Expected Front Axle(s) Load (lbs.) 13000.0
 Expected Pusher Axle(s) Load (lbs.) 0.0
 Expected Rear Axle(s) Load (lbs.) 20000.0
 Expected Tag Axle(s) Load (lbs.) 0.0
 Expected GVW (lbs.) 33000
 Expected GCW (lbs.) 0.0
 Front Axle (400)DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
 Front Suspension (620) 13,300# TAPERLEAF FRONT SUSPENSION
 Front Hubs (418)..... CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS
 Front Disc Wheels (502)ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL
 DISC FRONT WHEELS
 Front Tires (093)MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES
 Front Brakes (402)MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR,
 FABRICATED SHOES
 Steering Gear (536) TRW THP-60 POWER STEERING
 Rear Axle (420)..... RS-21-160 21,000# R-SERIES SINGLE REAR AXLE
 Rear Suspension (622)20,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER, WITH RADIUS
 ROD
 Rear Hubs (450) CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS
 Rear Disc Wheels (505)ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR
 WHEELS
 Rear Tires (094) MICHELIN XZE2 11R22.5 14 PLY RADIAL REAR TIRES
 Rear Brakes (423)MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE
 ANCHOR, FABRICATED SHOES

Pr

Pusher / Tag Axle (443) NO PUSHER OR TAG AXLE
 Pusher / Tag Suspension (626)..... NO PUSHER OR TAG SUSPENSION
 Pusher / Tag Hubs (449) NO PUSHER OR TAG HUBS

Pusher / Tag Tires (095) NO PUSHER/TAG TIRES
 Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

| | Front | Rear |
|--------------------------------------|-------|-------|
| Axle Component Weight Ratings | | |
| Axles | 13000 | 21000 |
| Suspension | 13300 | 20000 |
| Hubs | 13300 | 23000 |
| Brakes | 14000 | 21000 |
| Wheels | 16000 | 32000 |
| Tires | 13220 | 23360 |
| Power Steering | 13300 | N/A |
| GAWR (per axle) | 13000 | 20000 |
| GAWR (per axle system) | 13000 | 20000 |
| Expected Load (per axle system) | 13000 | 20000 |
| Vehicle GVWR Summary | | |
| Calculated GVWR | 33000 | |
| Expected GVWR | 33000 | |
| All weights displayed in pounds | | |

2.4 FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) 4400MM (173 INCH) WHEELBASE
 Frame Rails (546) 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI (546)
 Yield Strength (psi) 120000
 Section Modulus (per rail) (cu in)..... 16.979
 RBM (per rail) (lb.-in)..... 2037600
 Inner Frame Reinforcement (547)..... NO INNER FRAME REINFORCEMENT
 Outer Frame Reinforcement (548)..... NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM


| Item | Description / Value |
|--------------------------------------|--|
| Wheelbase | 4400MM (173 INCH) WHEELBASE |
| Frame | 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI |
| Inner Frame Reinforcement | NO INNER FRAME REINFORCEMENT |
| Outer Frame Reinforcement | NO OUTER FRAME REINFORCEMENT |
| Yield Strength (psi) | 120000 |
| Section Modulus - per rail (cu. in.) | 16.98 |
| Frame RBM - per rail (lbf-in) | 2037600 |

The body will be installed on a 2022 or new Freightliner M2 106 single rear axle chassis with a Cummins 6.7L 300 HP diesel engine, automatic transmission, 108" CA, air brakes, 33,000 lb. gvwr. The Dump Body specifications are as follows:



Sample photo only, completed vehicle may vary.

- Body Length (ft.): 12, Body Id (inch): 84, Body OD: 96
- Hoist Model: * 1824HD
- Hydraulics: * Direct mount with air shift controls and dump limit valve
- Understructure: * 3/16" Hi-Ten steel, fabricated trapezoid, fully boxed 14" long members
- Understructure Spacing: N/A - Cross-member less
- Yardage: 8
- Front Height (inches): * 46, Side Height (inches): 30, Tailgate Height (inches): 38, Front Material: * 10 GA steel, Side Material: * 10 GA Steel, Tailgate Material: * 3/16" steel, Floor Material: * 1/4" steel plate AR400
- Side Bracing: One full length self-cleaning horizontal side brace
- Rear Corner post Width: 10
- Tailgate Release: * Air/Air with over center installed
- Tailgate Hardware: 3/4" flame cut offset TG hinge
- Sliding Doors (3): * Pull Down, Sliding Door Location: * Left/Center/Right (Dura Class Handles)
- Front Pillar: Tapered Front Pillar
- SS/Cor-Ten Rear Pillar: * 3/16" Hi-Ten
- Cab Shield: * 1/2 size, 10GA.
- Spill Apron: 10"
- Back-up alarm/ body raise ind.
- LED lights and lighting per DOT standard
- Reservoir
- Hyd pump/ valve kit
- Body prop kit
- Standard style trailer hitch: 1/2" reinforced hitch plate mounted to the rear of the chassis frame with #2200 premier pintle hitch without air pot. Mount so that the bottom of the eye is ~30" (TBD), above the ground, unloaded. Install two (2) 1" x 3"



heavy duty D-rings for the trailer safety chains. Mount glad hands with covers and 7-wire electrical connectors.

- Cole Hersee Connector #12063-01 BX will be installed at the rear of truck.
- Two (2) 18" x 18" x 36" frame mounted toolbox located on the curbside and driver's sides ahead of the rear wheels.
- Pull Tarp – A vinyl pull type tarp will be provided and installed.
- Anti-sail mud flaps with hooks installed behind the rear tires.
- Two (2) wheel chock holders mounted on the driver's side truck frame with retainers.
- Two (2) 12" two rung grip strut step ladder (folding) located at the front passenger and driver's side of the body. Grab handles will be mounted on each side of the ladder attached to the body. These handles will be round stock and run from the bottom of the top rail with clearance for fingers if there is a center rail. Ladder and grab handles will be painted orange.
- A Whelen LED rotating beacon model L10 with amber lens will be provided. Mounted on the top left side of the cab controlled by a switch inside the cab.
- Mobile Camera: A Pro-Vision Mobile Camera System will be installed. This includes; a heavy duty monitor, wide angle camera, windshield mount base, and double pivot monitor bracket and thread locker.
- Paint Black Underbody. Paint Body one color per customer.
- Run and Test all Installed Equipment
- Furnish Weight Slip

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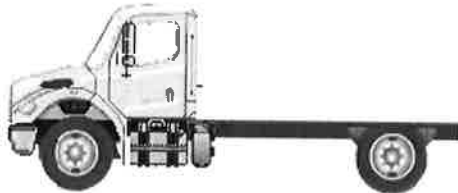
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A proposal for
Redwood City City Of

Prepared by
GOLDEN GATE TRUCK CENTER
Russ Gebhard

Aug 25, 2021

Freightliner M2 106
Trailer hitch with Electric brakes only No air Brake trailer



Components shown may not reflect all spec'd options and are not to scale



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S P E C I F I C A T I O N P R O P O S A L

| Description | Weight Front | Weight Rear |
|---|-----------------|----------------|
| Price Level | | |
| M2 PRL-26M (EFF:7/26/21) | | |
| Data Version | | |
| SPECPRO21 DATA RELEASE VER 012 | | |
| Vehicle Configuration | | |
| M2 106 CONVENTIONAL CHASSIS | 5,709 | 3,503 |
| 2023 MODEL YEAR SPECIFIED | | |
| SET BACK AXLE - TRUCK | | |
| STRAIGHT TRUCK PROVISION | | |
| LH PRIMARY STEERING LOCATION | | |
| General Service | | |
| TRUCK CONFIGURATION | | |
| DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) | | |
| UTILITY/REPAIR/MAINTENANCE SERVICE | | |
| GOVERNMENT BUSINESS SEGMENT | | |
| DIRT/SAND/ROCK COMMODITY | | |
| TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS | | |
| MAXIMUM 8% EXPECTED GRADE | | |
| SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE | | |
| MEDIUM TRUCK WARRANTY | | |
| EXPECTED FRONT AXLE(S) LOAD : 13000.0 lbs | | |
| EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs | | |
| EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs | | |
| Truck Service | | |
| END DUMP BODY | | |



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| Description | Weight Front | Weight Rear |
|---|-----------------|----------------|
| EXPECTED TRUCK BODY LENGTH : 0.0 ft AMERICAN TRUCK AND TRAILER BODY COMPANY EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in | | |
| Engine | | |
| CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM | | |
| Electronic Parameters | | |
| 68 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT PTO MODE ENGINE RPM LIMIT - 1100 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED PTO RPM WITH CRUISE SET SWITCH - 700 RPM PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM PTO MODE CANCEL VEHICLE SPEED - 5 MPH PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND PTO MINIMUM RPM - 700 REGEN INHIBIT SPEED THRESHOLD - 5 MPH | | |
| Engine Equipment | | |
| 2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION 2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR) STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL FUMOTO DRAIN VALVE(S) ON OIL PAN SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER DR 12V 180 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE (2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES BATTERY BOX FRAME MOUNTED STANDARD BATTERY JUMPERS | | |



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| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB | | |
| WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN | | |
| NON-POLISHED BATTERY BOX COVER | | |
| CAB AUXILIARY POWER CABLE | 5 | |
| POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT | 10 | |
| POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER | 2 | |
| CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE | | |
| STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR | | |
| AIR COMPRESSOR DISCHARGE LINE | | |
| ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM | | |
| CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS | 20 | |
| RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE | | |
| ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH | | |
| STANDARD EXHAUST SYSTEM LENGTH | | |
| RH STANDARD HORIZONTAL TAILPIPE | | |
| 13 GALLON DIESEL EXHAUST FLUID TANK | 35 | 10 |
| 100 PERCENT DIESEL EXHAUST FLUID FILL | | |
| NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER | 15 | 5 |
| LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION | | |
| STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING | | |
| STANDARD DIESEL EXHAUST FLUID TANK CAP | | |
| AIR POWERED ON/OFF ENGINE FAN CLUTCH | | |
| AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED | | |
| CUMMINS SPIN ON FUEL FILTER | | |



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| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| FULL FLOW OIL FILTER | | |
| 700 SQUARE INCH ALUMINUM RADIATOR | | |
| ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT | | |
| GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT | | |
| CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES | | |
| RADIATOR DRAIN VALVE | | |
| LOWER RADIATOR GUARD | | |
| ALUMINUM FLYWHEEL HOUSING | | |
| ELECTRIC GRID AIR INTAKE WARMER | | |
| DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH | | |

| Transmission | | |
|--|-----|----|
| ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | 200 | 60 |

| Transmission Equipment | | |
|---|--|--|
| ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV | | |
| ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES | | |
| PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | |
| SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY | | |
| PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | |
| SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | |
| PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | |
| SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | |



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| Description | Weight Front | Weight Rear |
|--|-----------------|----------------|
| ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | |
| ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE | | |
| FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED | | |
| DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES | | |
| DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS | | |
| VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT END OF FRAME | | |
| ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED | | |
| CUSTOMER INSTALLED CHELSEA 280 SERIES PTO | | |
| PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION | | |
| MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN | | |
| PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED | | |
| TRANSMISSION PROGNOSTICS - ENABLED 2013 | | |
| WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK | | |
| TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK | | |
| SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT) | | |

Front Axle and Equipment

DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74
 DROP SINGLE FRONT AXLE
 MERITOR 15X5 Q+ CAST SPIDER CAM FRONT
 BRAKES, DOUBLE ANCHOR, FABRICATED
 SHOES
 NON-ASBESTOS FRONT BRAKE LINING
 CONMET CAST IRON FRONT BRAKE DRUMS
 FRONT OIL SEALS



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| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| CR STEEL VENTED FRONT HUB CAPS WITH WINDOW AND CENTER PLUG - OIL | | |
| STANDARD SPINDLE NUTS FOR ALL AXLES | | |
| MERITOR AUTOMATIC FRONT SLACK ADJUSTERS | | |
| TRW THP-60 POWER STEERING | | |
| POWER STEERING PUMP | | |
| 2 QUART SEE THROUGH POWER STEERING RESERVOIR | | |
| CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE | | |
| Front Suspension | | |
| 13,300# TAPERLEAF FRONT SUSPENSION | 75 | |
| MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION | | |
| FRONT SHOCK ABSORBERS | | |
| Rear Axle and Equipment | | |
| RS-21-160 21,000# R-SERIES SINGLE REAR AXLE | | 180 |
| 6.43 REAR AXLE RATIO | | |
| IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING | | |
| MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES | | |
| MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES | | |
| NON-ASBESTOS REAR BRAKE LINING | | |
| BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) | | |
| CONMET CAST IRON REAR BRAKE DRUMS | | |
| REAR OIL SEALS | | |
| WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS | | |
| MERITOR AUTOMATIC REAR SLACK ADJUSTERS | | |
| CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE | | |
| Rear Suspension | | |
| 20,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER, WITH RADIUS ROD | | 70 |



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| Description | Weight Front | Weight Rear |
|--|--------------|-------------|
| SPRING SUSPENSION - NO AXLE SPACERS | | |
| STANDARD AXLE SEATS IN AXLE CLAMP GROUP | | |
| FORE/AFT CONTROL RODS | | |
| Brake System | | |
| AIR BRAKE PACKAGE | | |
| WABCO 4S/4M ABS | | |
| REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES | | |
| FIBER BRAID PARKING BRAKE HOSE | | |
| STANDARD BRAKE SYSTEM VALVES | | |
| STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM | | |
| STD U.S. FRONT BRAKE VALVE | | |
| RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE | | |
| WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER | | |
| AIR DRYER MOUNTED UNDER HOOD | | |
| STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS | | |
| CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD | | |
| PULL CABLES ON ALL AIR RESERVOIR(S) | | |
| Trailer Connections | | |
| PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE | | |
| SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME | 5 | 5 |
| PDI INSTALLED ELECTRIC BRAKE CONTROLLER | | |
| UPGRADED CHASSIS MULTIPLEXING UNIT | | |
| UPGRADED BULKHEAD MULTIPLEXING UNIT | | |
| OEM INSTALLED ELECTRIC BRAKE CONTROLLER IN CAB 7 WAY RV STYLE RECEPTACLE AT REAR | | |
| Wheelbase & Frame | | |
| 4400MM (173 INCH) WHEELBASE | | |
| 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI | 10 | 120 |

Application Version 11.6.408
 Data Version PRL-26M.012
 NF0957



08/25/2021 1:34 PM

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| Description | Weight Front | Weight Rear |
|--|--------------|-------------|
| 1900MM (75 INCH) REAR FRAME OVERHANG | | |
| FRAME OVERHANG RANGE: 71 INCH TO 80 INCH | -20 | 90 |
| CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 107.68 in | | |
| CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 104.68 in | | |
| CALC'D FRAME LENGTH - OVERALL : 287.01 | | |
| CALCULATED FRAME SPACE LH SIDE : 65.25 in | | |
| CALCULATED FRAME SPACE RH SIDE : 135.63 in | | |
| CALC'D SPACE AVAILABLE FOR DECKPLATE : 101.45 in | | |
| SQUARE END OF FRAME | | |
| FRONT CLOSING CROSSMEMBER | | |
| STANDARD WEIGHT ENGINE CROSSMEMBER | | |
| STANDARD CROSSMEMBER BACK OF TRANSMISSION | | |
| STANDARD MIDSHIP #1 CROSSMEMBER(S) | | |
| STANDARD REARMOST CROSSMEMBER | | |
| STANDARD SUSPENSION CROSSMEMBER | | |
| Chassis Equipment | | |
| THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS | 30 | |
| FRONT TOW HOOKS - FRAME MOUNTED BUMPER MOUNTING FOR SINGLE LICENSE PLATE | 15 | |
| FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS | | |
| GRADE 8 THREADED HEX HEADED FRAME FASTENERS | | |
| Fuel Tanks | | |
| 50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH | 20 | |
| RECTANGULAR FUEL TANK(S) | | |
| PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS | | |
| FUEL TANK(S) FORWARD | | |
| BLACK STEP FINISH | | |
| FUEL TANK CAP(S) | | |



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| Description | Weight Front | Weight Rear |
|--|--------------|-------------|
| DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER | -5 | |
| EQUIFLO INBOARD FUEL SYSTEM | | |
| HIGH TEMPERATURE REINFORCED NYLON FUEL LINE | | |
| Tires | | |
| MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES | 24 | |
| MICHELIN XZE2 11R22.5 14 PLY RADIAL REAR TIRES | | 24 |
| MICHELIN XZE2 11R22.5 14 PLY RADIAL SPARE TIRE | | 119 |
| Hubs | | |
| CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS | -30 | |
| CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS | | -30 |
| Wheels | | |
| ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS | 26 | |
| ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS | | 52 |
| ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC SPARE WHEEL | | 83 |
| FRONT WHEEL MOUNTING NUTS | | |
| REAR WHEEL MOUNTING NUTS | | |
| NO PUSHER/TAG WHEEL MOUNTING NUTS | | |
| Cab Exterior | | |
| 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB | | |
| AIR CAB MOUNTING | | |
| NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE | | |
| LH AND RH GRAB HANDLES | | |
| HOOD MOUNTED CHROMED PLASTIC GRILLE | | |
| CHROME HOOD MOUNTED AIR INTAKE GRILLE | | |
| FIBERGLASS HOOD | | |
| SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK | 4 | |
| SINGLE ELECTRIC HORN | | |
| SINGLE HORN SHIELD | | |



Prepared for:
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 1400 Broadway St

Redwood City, CA 94063
 Phone: 650-780-7496

Prepared by:
 Russ Gebhard
 GOLDEN GATE TRUCK
 CENTER
 8200 BALDWIN STREET
 OAKLAND, CA 94621
 Phone: 5106323535

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME | | |
| KEY QUANTITY OF 4 | | |
| REAR LICENSE PLATE MOUNT END OF FRAME | | |
| INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL | | |
| LED AERODYNAMIC MARKER LIGHTS | | |
| DAYTIME RUNNING LIGHTS | | |
| INTEGRAL STOP/TAIL/BACKUP LIGHTS | | |
| STANDARD FRONT TURN SIGNAL LAMPS | | |
| DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE | | |
| DOOR MOUNTED MIRRORS | | |
| 102 INCH EQUIPMENT WIDTH | | |
| LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS | | |
| STANDARD SIDE/REAR REFLECTORS | | |
| 63X14 INCH TINTED REAR WINDOW | | |
| TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS | | |
| RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S) | 4 | |
| 1-PIECE SOLAR GREEN GLASS WINDSHIELD | | |
| 2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED | | |

Cab Interior

| | | |
|---|----|--|
| OPAL GRAY VINYL INTERIOR | | |
| MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR | | |
| MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR | | |
| BLACK MATS WITH SINGLE INSULATION | | |
| FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING | | |
| IN DASH STORAGE BIN | | |
| CENTER STORAGE CONSOLE MOUNTED ON BACKWALL | 20 | |



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| Description | Weight Front | Weight Rear |
|--|--------------|-------------|
| (2) CUP HOLDERS LH AND RH DASH | | |
| GRAY/CHARCOAL FLAT DASH | | |
| SMART SWITCH EXPANSION MODULE | | |
| 2-1/2 LB. FIRE EXTINGUISHER | 5 | |
| HEATER, DEFROSTER AND AIR CONDITIONER | | |
| STANDARD HVAC DUCTING | | |
| MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH | | |
| STANDARD HEATER PLUMBING | | |
| VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR | | |
| BINARY CONTROL, R-134A | | |
| STANDARD INSULATION | | |
| SOLID-STATE CIRCUIT PROTECTION AND FUSES | | |
| 12V NEGATIVE GROUND ELECTRICAL SYSTEM | | |
| DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS | | |
| LH AND RH ELECTRIC DOOR LOCKS | | |
| (2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH | | |
| TRIANGULAR REFLECTORS WITHOUT FLARES | 10 | |
| BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION | 30 | |
| BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION | 25 | 10 |
| DUAL DRIVER AND PASSENGER SEAT ARMRESTS | 8 | |
| LH AND RH INTEGRAL DOOR PANEL ARMRESTS | | |
| BLACK MORDURA CLOTH DRIVER SEAT COVER | | |
| BLACK MORDURA CLOTH PASSENGER SEAT COVER | | |
| BLACK SEAT BELTS | | |
| ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | 10 | |
| 4-SPOKE 18 INCH (450MM) STEERING WHEEL | | |
| DRIVER AND PASSENGER INTERIOR SUN VISORS | | |



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| Description | Weight Front | Weight Rear |
|--|-----------------|----------------|
| Instruments & Controls | | |
| GRAY DRIVER INSTRUMENT PANEL | | |
| GRAY CENTER INSTRUMENT PANEL | | |
| BLACK GAUGE BEZELS | | |
| LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM | | |
| (1) SINGLE BRAKE APPLICATION AIR GAUGE | | |
| 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES | | |
| INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS | | |
| 97 DB BACKUP ALARM | | 3 |
| ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL | | |
| KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY | | |
| ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED | | |
| HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH | | |
| 2 INCH ELECTRIC FUEL GAUGE | | |
| PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE | | |
| ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE | | |
| TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT | | |
| ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY | | |
| (1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP | 10 | |
| ELECTRIC ENGINE OIL PRESSURE GAUGE | | |
| AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939 | 10 | |
| DASH MOUNTED RADIO | | |
| (2) RADIO SPEAKERS IN CAB | | |
| AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF | | |
| ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER | | |



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| Description | Weight Front | Weight Rear |
|--|-----------------|----------------|
| STANDARD VEHICLE SPEED SENSOR | | |
| ELECTRONIC 3000 RPM TACHOMETER | | |
| IDLE LIMITER, ELECTRONIC ENGINE | | |
| THREE ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT | | |
| DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY | | |
| SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY | | |
| MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH | | |
| ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR | | |
| SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE | | |
| INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS | | |

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT
 POWDER WHITE (N0006EA) FRONT
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 POWDER WHITE (N0006EA) REAR
 WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 POWDER WHITE (N0006EA) SPARE WHEEL/RIM
 (PKWHT21, TKWHT21, W, TW)
 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE AND
 OPTI ON INSTALLATION/MODIFICATION



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| Description | Weight Front | Weight Rear |
|--|--------------|-------------|
| PDI QUOTE TO ADD ELECTRIC BRAKE CONTROLL ER AND SPECIAL RV PLUG QUOTE 3984JB-111 020 | | |
| DEALER/CUSTOMER ADVISED THAT GWW AND/OR GCW ARE ABOVE CUMMINS GUIDELINES WHICH MAY LEAD TO BELOW AVERAGE VEHICLE PERFORMANCE AND ENGINE LIFE | | |

| Raw Performance Data |
|--|
| CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 104.68 in |
| CALC'D SPACE AVAILABLE FOR DECKPLATE : 101.45 in |

| Sales Programs |
|--------------------------------------|
| NO SALES PROGRAMS HAVE BEEN SELECTED |

TOTAL VEHICLE SUMMARY

| Weight Summary | Weight Front | Weight Rear | Total Weight |
|-----------------------------|--------------|-------------|--------------|
| Factory Weight [†] | 6282 lbs | 4304 lbs | 10586 lbs |
| Total Weight [†] | 6282 lbs | 4304 lbs | 10586 lbs |

| Extended Warranty |
|---|
| CUM 2017 B6.7: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES |
| CUM 2017 B6.7: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT. FEX APPLIES |
| TC4: MD MODERATE 5 YEARS/100,000 MILES / 161,000 KM EXTENDED TRUCK COVERAGE. FEX APPLIES |
| TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES |



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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

| | |
|---|---|
| Model..... | M2106 |
| Cab Size (829)..... | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB |
| Expected Front Axle(s) Load (lbs)..... | 13000.0 |
| Expected Pusher Axle(s) Load (lbs)..... | 0.0 |
| Expected Rear Axle(s) Load (lbs)..... | 20000.0 |
| Expected Tag Axle(s) Load (lbs)..... | 0.0 |
| Expected GVW (lbs)..... | 33000 |
| Expected GCW (lbs)..... | 0.0 |
| Front Axle (400)..... | DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE |
| Front Suspension (620)..... | 13,300# TAPERLEAF FRONT SUSPENSION |
| Front Hubs (418)..... | CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS |
| Front Disc Wheels (502)..... | ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS |
| Front Tires (093)..... | MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES |
| Front Brakes (402)..... | MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES |
| Steering Gear (536)..... | TRW THP-60 POWER STEERING |
| Rear Axle (420)..... | RS-21-160 21,000# R-SERIES SINGLE REAR AXLE |
| Rear Suspension (622)..... | 20,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER, WITH RADIUS ROD |
| Rear Hubs (450)..... | CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS |
| Rear Disc Wheels (505)..... | ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS |
| Rear Tires (094)..... | MICHELIN XZE2 11R22.5 14 PLY RADIAL REAR TIRES |
| Rear Brakes (423)..... | MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES |
| Pusher / Tag Axle (443)..... | NO PUSHER OR TAG AXLE |
| Pusher / Tag Suspension (626)..... | NO PUSHER OR TAG SUSPENSION |
| Pusher / Tag Hubs (449)..... | NO PUSHER OR TAG HUBS |
| Pusher/Tag Disc Wheels (509)..... | NO PUSHER/TAG DISC WHEELS |
| Pusher / Tag Tires (095)..... | NO PUSHER/TAG TIRES |
| Pusher / Tag Brakes (456)..... | NO PUSHER/TAG BRAKES |

TABLE SUMMARY - GVWR



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| | Front | Rear |
|--------------------------------------|-------|-------|
| Axle Component Weight Ratings | | |
| Axles | 13300 | 21000 |
| Suspension | 13300 | 20000 |
| Hubs | 13300 | 23000 |
| Brakes | 14000 | 21000 |
| Wheels | 16000 | 32000 |
| Tires | 13220 | 23360 |
| Power Steering | 13300 | N/A |
| GAWR (per axle) | 13000 | 20000 |
| GAWR (per axle system) | 13000 | 20000 |
| Expected Load (per axle system) | 13000 | 20000 |
| GVWR due to Frame | 90000 | |
| GVWR due to Transmission | 80000 | |
| Vehicle GVWR Summary | | |
| Calculated GVWR | 33000 | |
| Expected GVWR | 33000 | |
| All weights displayed in pounds | | |

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



AMERICAN TRUCK & TRAILER BODY CO., INC.



100 W. Valpico Road, Building "D", Tracy, CA 95376 (209) 836-8985 (800) 499-8985 Fax (209) 836-1697

Golden Gate Truck Center
c/o City of Redwood City, CA
Att: Russell Gebhard
8 Cu Yd. Dump Body

Golden Gate Truck Center
Att: Russell Gebhard
8200 Baldwin Street
Oakland, CA 94621

August 20, 2021

Dear Mr. Gebhard,

Thank you for the opportunity to provide a quote and specifications for a 8 cu yd Dump Body and related equipment. The body will be installed on a 2021/ new Freightliner M2 106 single rear axle chassis with a Cummins 6.7 L 300 HP diesel engine, automatic transmission, 108" CA, air brakes, 33,000 lb gwvr. The Dump Body specifications are as follows:



Sample photo only, completed vehicle may vary.

- Body Length (ft): 12, Body Id (inch): 84, Body OD: 96
- Hoist Model: * 1824HD
- Hydraulics: * Direct mount with air shift controls and dump limit valve
- Understructure: * 3/16" Hi-Ten steel, fabricated trapezoid, fully boxed 14" long members
- Understructure Spacing: N/A - Cross-memberless
- Yardage: 8
- Front Height (inches): * 46, Side Height (inches): 30, Tailgate Height (inches): 38, Front Material: * 10 GA steel, Side Material: * 10 GA Steel, Tailgate Material: * 3/16" steel, Floor Material: * 1/4" steel plate AR400
- Side Bracing: One full length self-cleaning horizontal side brace
- Rear Cornerpost Width: 10
- Tailgate Release: * Air/Air with over center installed
- Tailgate Hardware: 3/4" flame cut offset TG hinge
- Sliding Doors (3): * Pull Down, Sliding Door Location: * Left/Center/Right

- Front Pillar: Tapered Front Pillar
- SS/Cor-Ten Rear Pillar: * 3/16" Hi-Ten
- Cab Shield: * 1/2 size, 10GA.
- Spill Apron: 10"
- Back-up alarm/ body raise ind.
- LED lights and lighting per DOT standard
- Reservoir
- Hyd pump/ valve kit
- Body prop kit

- AT&TBC style standard trailer hitch: 1/2" reinforced hitch plate mounted to the rear of the chassis frame with #2200 premier pintle hitch without air pot. Mount so that the bottom of the eye is ~30" (tbd), above the ground, unloaded. Install two (2) 1" x 3" heavy duty D-rings for the trailer safety chains. Mount glad hands with covers and 7-wire electrical connectors.

- Cole Hersee Connector #12063-01 Bx will be installed at the rear of truck.

- Two (2) 18" x 18" x 36" frame mounted toolbox located on the curbside and driver's sides ahead of the rear wheels.

- Pull Tarp – A vinyl pull type tarp will be provided and installed.

- Anti-sail mud flaps with hooks installed behind the rear tires.

- Two (2) wheel chock holders mounted on the driver's side truck frame with retainers.

- Two (2) 12" two rung grip strut step ladder (folding) located at the front passenger and driver's side of the body. Grab handles will be mounted on each side of the ladder attached to the body. These handles will be round stock and run from the bottom of the top rail with clearance for fingers if there is a center rail. Ladder and grab handles will be painted orange.

- A Whelen LED rotating beacon model L10 with amber lens will be provided. Mounted on the top left side of the cab controlled by a switch inside the cab.

- Mobile Camera: A Pro-Vision Mobile Camera System will be installed. This includes; a heavy duty monitor, wide angle camera, windshield mount base, double pivot monitor bracket and thread locker.

- Paint Black Underbody. Paint Body one color per customer.

- Run and Test all Installed Equipment



WORK SMART™



M2 106

MEDIUM DUTY



SPECS AND OPTIONS

PRODUCT FEATURES

- 106" BBC steel-reinforced aluminum day cab
- Set-back front axle position @ 37.6"
- Strong, durable cab and hood
- Halogen composite headlights
- Rubber cab mounts
- 63" x 14" rear window
- Up to 55-degree wheel cut, depending on wheel equipment
- Cummins® B6.7 engine with 200 hp, 520 lb-ft torque available with up to 20,000 lb. front and 40,000 lb. rear axles
- Rear cab cross member flush with back of cab to allow for outriggers
- Supports a wide range of bodies and chassis-mounted equipment

AVAILABLE FEATURES

- Emergency service application HP ratings available
- Large selection of wheelbases with frames and frame reinforcements
- Air cab mounts
- Freightliner AirLiner® rear suspension
- Full inner-frame reinforcement
- Door-mounted down-view mirrors and a passenger door lower window enhances driver vision around truck and surroundings
- Wing dash with ergonomic design brings controls and gauges closer to the driver and provides space for up to eight more switches
- Power locks/power windows
- DD5™ engine with Detroit™ Connect Virtual TechnicianSM diagnostic services to maximize uptime
- Meritor WABCO OnGuardACTIVE™ collision mitigation and OnLane™ lane departure warning systems

Competitive financing available through Daimler Truck Financial. For the Freightliner Trucks dealer nearest you, call 1-800-FTL-HELP. www.freightliner.com. 20k, 01/17. FTL/MC-B-1424. Specifications are subject to change without notice. Freightliner Trucks is registered to ISO 9001:2008 and ISO 14001:2004. Copyright © 2017. Daimler Trucks North America LLC. All rights reserved.

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WORK SMART™
279



AVAILABLE CAB CONFIGURATIONS



106" BBC Day Cab



132" BBC Extended Cab



154" BBC Crew Cab

THE ALL-AROUND PERFORMER.

The Freightliner M2 106 is designed to get any job done. With a GVWR of up to 66,000 pounds, this versatile medium-duty truck supports a wide range of bodies and chassis-mounted equipment, from dry vans to a concrete pump. Our multiplex wiring system, clear frame rails and a variety of exhaust packages help you get the configuration you need for the job at hand.

In addition to being easy to upfit, the M2 106 maximizes uptime, safety, quality and productivity to lower your Real Cost of OwnershipSM (RCO). Your RCO is the comprehensive evaluation of the hard and soft costs over the lifetime of your vehicle, which reflects the true value of your truck to your business. Everyone's business is different, so you can spec your M2 106 based on the factors that impact your bottom line the most.

Maximize your uptime with a standard Cummins[®] B6.7 engine, or a powerful 350 hp Cummins L9 engine. Improve your productivity with your choice of manual, automatic, or automated transmissions from Eaton[®], Fuller[®], and Allison[®]. And keep your drivers safe with the standard sloped aerodynamic hood, low-profile dash, and best-in-class visibility of the ergonomic M2 106. Plus, the M2 106 provides up to a 55-degree wheel cut, set-back front axle, and swept-back bumper for superior maneuverability in tight situations. The M2 106 is also now available with the advanced Detroit[™] DD5[™] engine* combined with an Allison transmission for Class-6 pick-up and delivery applications. All the more reason to choose this leading medium-duty truck for your hard-working fleet.

*Check with your dealer for availability.

THE FIVE CONTRIBUTING FACTORS THAT MAXIMIZE RCO.



UPFIT

Freightliner Trucks works closely with truck equipment manufacturers (TEMs) across a variety of segments to create vehicles with numerous segment-specific options and clear back-of-cab packaging that TEMs can efficiently upfit, reducing time and costs.



UPTIME

Our robust support footprint features a 24/7 toll-free hotline and hundreds of service locations with factory-certified technicians—including over 400 dealership locations and more than 200 Elite Support Certified dealers. With Detroit™ Connect Virtual TechnicianSM diagnostic services,* you know within minutes when vehicles experience engine fault events, the severity, and when, where, and how to best fix the issue.

*Only available on trucks equipped with Detroit™ engines.



SAFETY

We understand the importance of operator visibility, entry and egress. Comfort in the truck during a long work day can help reduce fatigue and improve safety. Freightliner's vocational trucks offer numerous available safety features and ergonomically designed, well-insulated cabs to help keep drivers safe and productive.



QUALITY

Freightliner trucks are designed to maximize reliability and longevity. We rigorously test our products to ensure each model meets or exceeds customer business needs. Quality construction and durable materials help Freightliner trucks stay on the job and drive business results.



PRODUCTIVITY

Productivity starts with efficiency and dependability that maximize uptime. A truck has to be in-service and getting the job done. We're focused on designing and testing medium and severe duty trucks for real-world conditions.



E-coated Steel Reinforcements

Aluminum Structural Reinforcements

- Corrugated floor, roof and back-of-cab panels for added strength
- Meets Swedish A-pillar test and ECE R29 back wall impact standards, and SAE J2422 roof strength requirements
- Available in day cab, extended cab or four-door crew cab configurations



Components, systems and entire vehicles are subjected to an array of virtual and physical tests to ensure our trucks deliver the expected function, performance and reliability.

WHERE TOUGHNESS MEETS EFFICIENCY.

We've applied sophisticated engineering to the structural elements of our trucks. First, our cabs are lightweight, yet extremely tough. Corrosion-resistant aluminum is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests. Plus, the chassis includes a robust backbone with single- or double-channel frame rails. The result is a tensile strength of up to 120,000 psi and an RBM ratio up to 3.7 million inch-pounds per rail. This means the M2 106 can handle whatever job is thrown at it, day after day, year after year.

ENGINES

- Cummins® B6.7*
- 200-325 hp / 520-750 lb-ft torque Cummins L9
260-350 hp / 660-1150 lb-ft torque
- Detroit™ DD5™
210-230 hp / 575-660 lb-ft torque

TRANSMISSIONS

- Eaton Fuller Manual
- Eaton Fuller Automated
- Allison Automatic

AXLES (UP TO)

- Steer* 20k
- AWD Steer 18k
- Single Drive 30k
- Tandem 40k



Detroit™ DD5™



Cummins® L9 Engine



Cummins® B6.7 Engine

*Higher ratings are available for approved application.

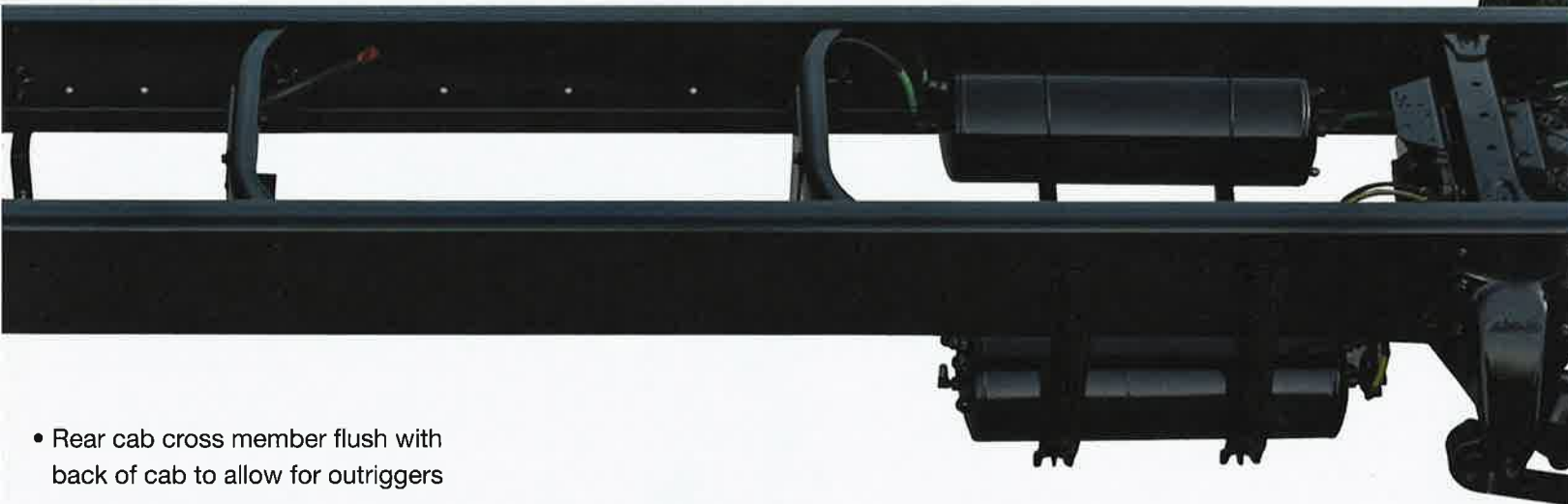


- Tilt head for easy engine access
- Optional rubber fender extensions
- Halogen composite headlights for easy replacement
- Easy headlight bulb access
- 2,500 sq. in. windshield for greater visibility
- Optional heated windshield
- Convenient grab handles for easy entry/exit
- Breakaway mirrors
- Day cab, extended cab or crew cab available
- Meritor WABCO OnGuardACTIVE™ collision mitigation and OnLane™ lane departure warning systems available
- Strong fiberglass tilt hood with spring assist
- Cummins® B6.7 engine standard, optional L9 engine and Detroit™ DD5™ engine
- A variety of Eaton® or Allison transmission options
- Corrosion-resistant durable aluminum cab reinforced with e-coated steel
- Front steer axle up to 20k capacity
- Optional tow hooks bolted to frame
- Wide cab for easy installation of control tower
- Low step-in height for easy entry/exit
- Up to 55-degree wheel cut, depending on wheel equipment





- Ergonomically designed driver's area features an automotive-style dash, easy-to-read gauges and controls within easy reach
- Optional bright trim package
- Custom predrilled frame for easy body and accessory upfit
- Tandem drive axles available
- Efficient SCR and exhaust packaging for clear back of cab and pipe routing
- Up to two batteries located under cab for easy body upfit
- A wide range of rear suspensions with optimized ratings
- Clear frame rail and clear back-of-cab configurations

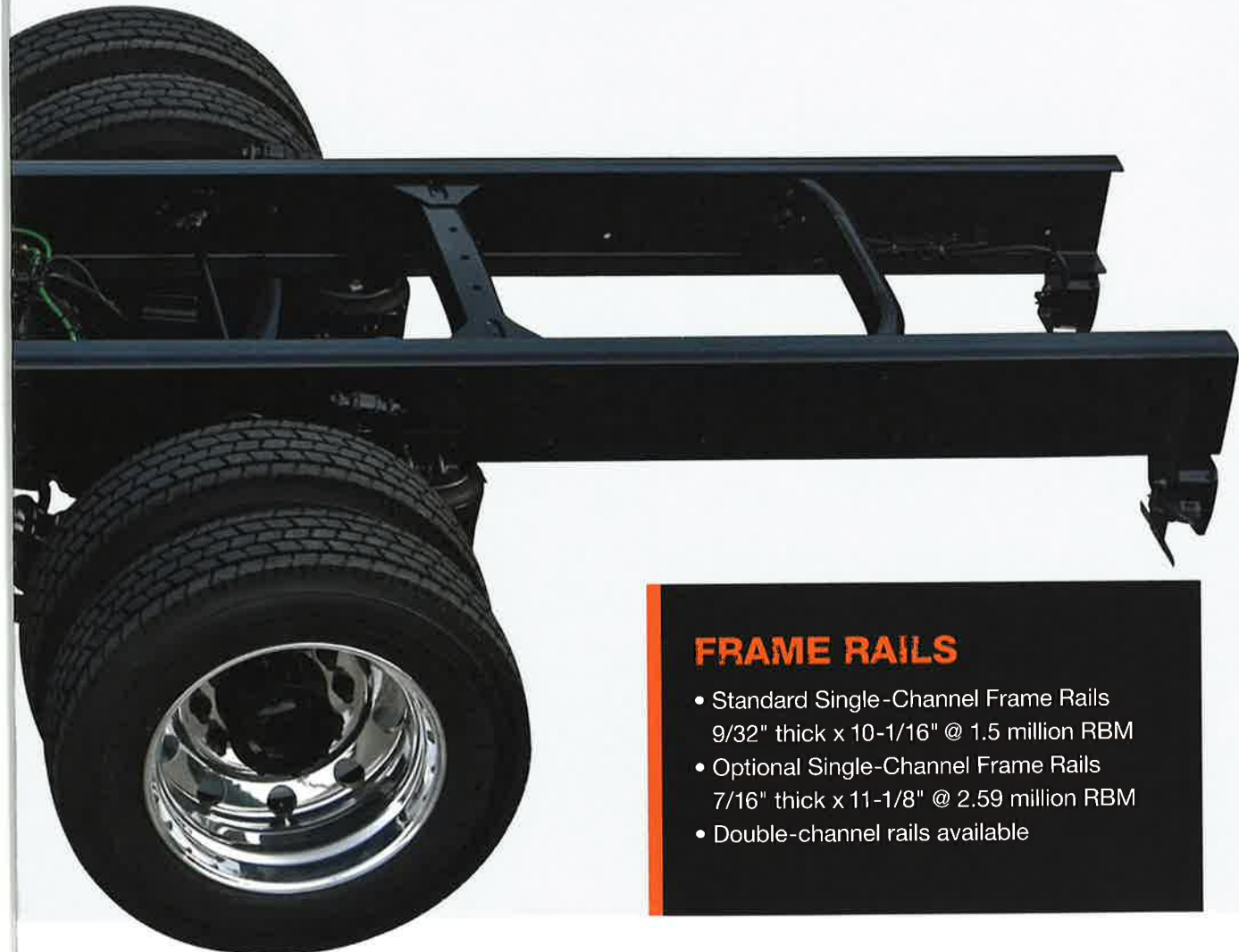


- Rear cab cross member flush with back of cab to allow for outriggers
- 6-, 13- or 23-gallon DEF tanks available with flexible tank locations
- Cylindrical or rectangular fuel tanks available



- Advanced heating and cooling system features 14 vents, including one in each door, for uniform air distribution throughout the cab
- Optional Smartplex® electrical system for easy integration and operation of body equipment
- Optional wingdash

- 65-degree door opening for easy entry and exit. *Spacious crew cab shown above.*
- Mid-back driver and passenger seats available
- Optional air-suspended cab



FRAME RAILS

- Standard Single-Channel Frame Rails
9/32" thick x 10-1/16" @ 1.5 million RBM
- Optional Single-Channel Frame Rails
7/16" thick x 11-1/8" @ 2.59 million RBM
- Double-channel rails available

**NOTICE INVITING SEALED BIDS
CITY OF REDWOOD CITY
REDWOOD CITY, CALIFORNIA**

Notice is hereby given that sealed bids will be received by the City of Redwood City by mail at 1017 Middlefield Road, Redwood City, California by Friday, August 27, 2021 (bids must be post-marked by this date) for the following:

“SUPPLY OF THREE (3) 2022 OR CURRENT PRODUCTION YEAR
FREIGHTLINER M2 106, 12’ DUMP TRUCKS”

Please be advised that due to public health and safety directives, City Hall administrative offices are closed to the public until further notice. All bids shall only be accepted by mail at the address listed above. The Notice Inviting Bids packet may be obtained online at <http://www.redwoodcity.org/business/bids-proposals>, or by calling (650) 780-7464. All bids must be postmarked on or before the above specified date and plainly marked on the envelope: “BID FOR SUPPLY OF THREE (3) 2022 OR CURRENT PRODUCTION YEAR FREIGHTLINER M2 106, 12’ DUMP TRUCKS”. Late submittals will not be accepted. The bid opening shall be held by teleconference and is currently scheduled for 3 p.m. PST on Wednesday, September 1, 2021. Should the bid opening date and time need to be postponed, a notification by way of addendum shall be posted to the original Notice Inviting Bids online at <http://www.redwoodcity.org/business/bids-proposals>.

The bid opening may be accessed on the date and time of the scheduled opening through either of the following methods.

Web:

<https://redwoodcity.zoom.us/j/91879427918?pwd=bnk5NFENKdk5GbllicG1ucHhkV2hDUT09>

Phone:

Meeting ID: 918 7942 7918

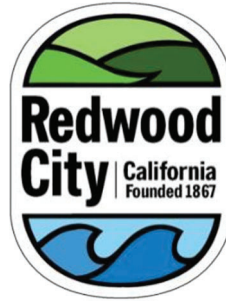
Passcode: 195549

Dial-in audio: (669) 900-6833

The Council of the City of Redwood City reserves the right to reject or accept any and all bids, and solicit and advertise again, and further reserves the right to waive any immaterial defects in any bid.

Pamela Aguilar
City Clerk

PUBLISHED: August 6, 2021



NOTICE INVITING SEALED BIDS SUPPLY OF
THREE (3) 2022 OR CURRENT PRODUCTION YEAR
FREIGHTLINER M2 106, 12' DUMP TRUCKS

CITY OF REDWOOD CITY, CALIFORNIA

BID RELEASE DATE:

August 6, 2021

PUBLIC WORKS SERVICES DEPARTMENT
FLEET AND EQUIPMENT SERVICES DIVISION

Due Date: August 27, 2021

Late bids will not be accepted.

The date that bids are due shall be strictly observed.

GENERAL PROVISIONS

1. Sealed Bids will be received by the City of Redwood City, California for the supply of three (3) 2022 or current production year Freightliner M2 106, 12' Dump Trucks.
2. Any questions regarding the bid forms should be directed in writing to the City Contact listed below.
3. The City Contact is:

Aaron Nair
1400 Broadway Street
Redwood City, CA 94063
650-780-7474
anair@redwoodcity.org

4. The right is reserved, as the interest of the City may require, to purchase individual equipment, materials, vehicles or supplies from more than one Bidder or all equipment, materials, vehicles or supplies from one Bidder, to reject any or all bids, to waive any immaterial defects in bids.
5. Please be advised that due to public health and safety directives, City Hall administrative offices are closed to the public beginning March 17, 2020 until further notice. All bids shall only be accepted by mail at the address listed on pg. 4 of this document. The bid opening shall be conducted by teleconference and is currently scheduled for 3 p.m. PST on Wednesday, September 1, 2021. Should the bid opening date and time need to be postponed, a notification by way of addendum shall be posted online to this original Notice Inviting Bids at <http://www.redwoodcity.org/business/bids-proposals>. The virtual bid opening can be accessed either by following the link below or by call-in, on the date and time of the opening:

<https://redwoodcity.zoom.us/j/91879427918?pwd=bnk5NFNKdk5GblllcG1ucHhkV2hDUT09>

Meeting ID: 918 7942 7918
Passcode: 195549
Dial-in audio: (669) 900-6833

6. Results of the bidding shall be reported to the City Council at a later date, at which time the City Council may award the contract to the lowest responsible Bidder as so reported, or as the City's interests may dictate. The City may exercise its right to reject any and all bids.

1. INTRODUCTION

The City of Redwood City's Fleet and Equipment Services Division, in accordance with Redwood City's Purchasing Ordinance, is providing this Notice Inviting Sealed Bids (NIB) to prospective Bidders for the purchase of vehicle(s) more particularly described in this document. All Redwood City new vehicle dealers, in addition to dealers outside the local area who have requested to be placed on the Bidders list, have been provided this NIB. Your participation in the Redwood City competitive bidding process is encouraged and appreciated.

2. DEFINITIONS

The following definitions apply to this NIB.

- a. In these specifications, the word "City" refers to the City of Redwood City, California.
- b. The term "NIB" or "Document" refers to this Notice Inviting Sealed Bids.
- c. The term "Bidder", "Supplier" or "Vendor" refers to the person, firm or corporation with whom the contract is being made by the City, or the agent or legal representative who may be appointed to represent such party, firm or corporation in the execution of this contract.
- d. The term "Bid Submission" refers to the document submitted by the Bidder before the Bid Submission Due Date.
- e. The term "Successful Bidder" refers to the dealership or vendor that is selected by the City through this NIB process, to supply the vehicle(s) specified in this document.

3. SCHEDULE DATES:

| Event | Date |
|--------------------------------------|--|
| Bid Release Date | Friday, August 6, 2021 |
| Deadline for Questions | Friday, August 13, 2021 |
| Answers Released | By Tuesday, August 17, 2021 at 5pm PST |
| Bid Submission Due Date | Friday, August 27, 2021 |
| Notice of Intent to Bid Deadline | Friday, August 27, 2021 |
| Virtual Bid Opening* | Wednesday, September 1, 2021 at 3 p.m. PST |
| Successful Bidder Notification* | September 2021 |
| City Manager Approval* | September 2021 |
| Pre-Build Meeting(Pre-Construction)* | October/November 2021 |
| Purchase Order Process* | October 2021 |

* Tentative Dates and Times

4. BID SUBMISSION DETAILS

Bid Submissions shall comply with the following:

- a. Before submitting a bid, Bidders should read this NIB carefully and inform themselves completely of all details outlined in this Document.
- b. Bidders will review and initial the General Provisions (pages 2-10) of this NIB, and sign all required pages. After signing, the Bidder will return all pages of the General Provisions including all signed pages as part of their Bid Submission.
- c. As part of their Bid Submission, Bidders will submit pricing information on the document entitled "Bid Proposal Form", properly executed in ink, with all appropriate spaces filled in. Additional information may be submitted by the Bidder on separate sheets of paper.
- d. As a part of their Bid Submission, Bidders will initial and return the separate attached Additional Specification Sheets.
- e. Each Bid Submission must be mailed in a sealed envelope addressed to Office of the City Clerk, 1017 Middlefield Road, Redwood City, CA 94063. With the closure of City administrative offices to the public, packages sent to the above address using courier services other than the United States Postal Service may be returned to sender and not deliver successfully. Bidders should verify prior to mailing that packages can be delivered to the address listed above by the due date. The outside of the envelope shall be plainly marked, with the name of Bidder, the title of this Notice Inviting Sealed Bids and the submission due date.
- f. Bid Submissions must be postmarked no later than the due date shown in this NIB.
- g. Bidders must email anair@redwoodcity.org to notify that a submission has been mailed, prior to the deadline. **DO NOT** include bid amounts in the email.
- h. Faxed, emailed, or late bids will not be accepted.

5. BID SUBMISSION CHECKLIST

| Key Points | |
|------------|---|
| 1 | Bid Proposal Form will specify any exceptions to the specified vehicle. |
| 2 | Bid Proposal Form will specify additional warranties. |
| 3 | Bid Proposal Form will specify the maximum number of days until delivery to Redwood City (after purchase order is released). The maximum number of days until delivery will be listed by the Bidder as a specific number of days (e.g. 90 days) and not a range of days (e.g. 90-120 days). |
| 4 | Bidder will sign all required pages of the Bid Proposal Form. Bidder shall initial and include all pages as part of their Bid Submission. |
| 5 | Successful Bidder will obtain exempt license plates and furnish the Department of Motor Vehicles with a report of sale, smog certificate, the City's exempt registration form (Reg. 217) and all other needed paperwork on behalf of the City. |

6. WITHDRAWAL OF BID

Any Bidder may withdraw his or her bid by written request (addressed to the City Contact).

7. INTERPRETATION

If a prospective Bidder is in doubt of the true meaning of any part of this "Notice Inviting Sealed Bids" or finds discrepancies in, or omissions in the same, the Bidder may submit to the City Contact a written request for an interpretation or a correction thereof. Any interpretations or correction of the proposed documents will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the NIB.

8. NEW MATERIAL; ACCEPTABLE

The unit(s) herein specified shall be constructed throughout of new parts and materials, which shall have seen no service other than that necessary for factory tests, unless otherwise allowed in the Bid Specification. Items purchased hereunder will be subject to final inspection and acceptance at delivery destination as set forth in this Notice Inviting Sealed Bids.

9. STANDARD EQUIPMENT

Vehicle(s) proposed by the Bidder must be equipped with the manufacturer's equipment and accessories which are included as standard in the advertised and published literature for that unit (from the manufacturer). No such item shall be removed because it was not specified in this Notice Inviting Sealed Bids. To promote fairness in competition, items offered as standard equipment by a particular manufacturer, but not recognized as such by the industry, should be clearly noted in the Bid Submission. An option to delete those items at an offered price, may be included with the bid submission.

10. LOWEST RESPONSIBLE BIDDER

In order to promote the policy declared above, contracts will be awarded only to such Bidders as are determined to meet the qualifications of lowest responsive and responsible Bidder.

11. AWARD OF CONTRACT OR REJECTION OF BIDS

The City reserves the right to amend or reject any or all bids. Whenever quantities of individual items are involved the City reserves the right to make single awards or separate items in an aggregate of several items to various vendors.

12. GUARANTEE

The Bidder warrants and guarantees that all equipment, materials, vehicles or supplies used or furnished and all workmanship are of the type and quality specified herein. The Bidder further guarantees that any latent fault in construction or defective material discovered within one year after acceptance of the work shall be remedied by Bidder without cost to the City, upon written

Bidder's Initials _____

notice given to Bidder. Other subsequent latent defects shall be covered by responsibilities set forth in the law. In the event of failure to comply with the above-mentioned conditions within a reasonable time after notice, the City will have the defects repaired and made good at the expense of the Bidder, who agrees to pay the costs and charges therefore immediately upon demand.

The signing of this agreement by the Bidder shall constitute agreement to the above guarantees.

13. WARRANTY

The warranty on all vehicles, cab, and chassis shall be the standard manufacturer's warranty for 60 months or 60,000 miles. The warranty on all service bodies, lifts and other components specified on the individual specifications sheets shall be a minimum of 12 months' parts and labor. Bidders should specify any additional warranties offered on specific vehicles.

14. DEPARTMENT OF MOTOR VEHICLES

It is the responsibility of the Successful Bidder to act on behalf of the City and submit all required registration forms and supporting documentation to the Department of Motor Vehicles in order to obtain exempt license plates for each vehicle purchased from the Bidder. The Successful Bidder will also furnish the Department of Motor Vehicles with a report of sale, smog certificate, the City's exempt registration form (Reg. 217) and all other needed paperwork on behalf of the City.

15. PREPARATION FOR SHIPMENT

The Bidder shall prepare all articles and materials for shipment in such a manner as to protect them from damage in transit, and shall be responsible for and repair all damaged parts or replace all losses incurred in transit to the designated delivery point and not later than the specified delivery date. When necessary, heavy parts shall be mounted on skids or crated, and all articles or materials that might otherwise be lost shall be boxed or wired in bundles. All articles shall be plainly marked for identification and destination. The Bidder shall prepare proper commercial bills of lading, two (2) copies of which, together with a complete shipping list, shall be sent to City of Redwood City Fleet Division, 1400 Broadway Street, Redwood City, CA 94063.

16. SHIPPING WEIGHT

Each Bidder shall state in his or her proposal the total shipping weight, listing and segregating the individual unit weights and shipping weights, if F.O.B. point of shipment.

17. DELIVERIES; DISTANCE; EXTENSION OF TIME

"Delivery" is defined as complete delivery of equipment, materials, vehicles or supplies free and clear from any and all claims, debts, or demands what so ever to the City of Redwood City Fleet Division, 1400 Broadway Street, Redwood City, CA 94063.

The Bidder's bid submission will specify the maximum number of days until delivery to Redwood City, example: 60 days from the date the City mails the purchase order to the successful Bidder.

Bidder's Initials _____

Date ranges are not allowed, example: 90-120 days from the date the City mails the purchase order to the successful Bidder.

In the event the new vehicle(s) have not been delivered to the City of Redwood City Fleet Division (1400 Broadway Street, Redwood City, CA 94063) within the specified maximum number of days until delivery to Redwood City, the contract between the successful Bidder and the City may be considered null and void.

In the event a successful Bidder fails to provide the vehicle within the time specified and the contract is canceled, the City may enter into an agreement with the next lowest Bidder for delivery of the specified vehicle(s) in this document.

18. ERRORS AND OMISSIONS

The Bidder will not be allowed to take advantage of any error or omission in their Bid Submission.

19. FEDERAL AND STATE TAXES

The prices bid shall include any Federal tax, exclusive of Federal Excise Tax heretofore imposed by Congress, which is applicable to the material to be furnished. If any sales tax, processing tax, adjustment charge or other taxes or charges are imposed or changed by Congress after the date set for opening bids and made applicable directly upon the production, manufacture or sale of the supplies to be furnished, and are paid by the Supplier on the articles or supplies furnished, then the prices stated in the schedules will be increased or decreased accordingly, and any amounts due the Supplier as the result of such changes will be charged to the City and added on vouchers (or invoices) as separate items.

20. PAYMENTS

Payment will be made promptly following delivery, inspection, acceptance of goods by the City and receipt of invoice.

21. BIDDERS STATEMENT

If awarded the contract, the undersigned hereby agrees to supply the vehicle(s) and equipment according to specifications within the time period stated on page 12 ("maximum number of days until delivery to Redwood City") commencing upon receipt of the purchase order by the Successful Bidder.

If the unit price and the total amount named by a Bidder for any item do not agree, it will be assumed that the error was made in computing the total amount and the unit price alone will be considered as representing the Bidder's intention.

The undersigned has checked carefully all the figures listed in the Bid Proposal Form and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Bidder's Initials _____

The undersigned hereby certifies that this bid is genuine, not collusive, or made in the interest or on behalf of any person not named herein, and that the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure an advantage of any kind whatsoever.

The undersigned acknowledges he or she is responsible for all costs incurred in the development and submission of their bid, the City assumes no contractual obligation as a result of this Notice Inviting Sealed Bids, the City shall not be contractually bound until the City issues a Purchase Order to the Successful Bidder.

The undersigned acknowledges that the City does not pay for goods or services before the City receives them and that the Submitted Bid should not propose contract terms that require upfront payment or deposits.

The undersigned agrees that this bid may not be withdrawn for a period of 30 days after the bid submission due date.

SIGNATURES FOR BIDDER:

If INDIVIDUAL, Sign Below

If CORPORATION, Sign Below
(Show Names of Non-signing Officers)

Signature Date

A CORPORATION

Post Office Address

Name of State Where Chartered

Signature Date

If PARTNERSHIP, Sign Below
(Show Names of Non-signing Partners)

PRESIDENT Date

Name of Partners

SECRETARY Date

Signature Date

TREASURER Date

Post Office Address

Post Office Address

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THE GENERAL PROVISIONS INCLUDING THIS SIGNATURE PAGE, AS IT RELATES TO THIS BID, PLEASE TURN IN ALL PAGES.

Bidder's Initials _____

NOTICE INVITING SEALED BIDS
 SUPPLY OF THREE (3) 2022 OR CURRENT PRODUCTION YEAR
 FREIGHTLINER M2 106, 12' DUMP TRUCKS

BID SPECIFICATION

It is the intent of these attached specifications to define the minimum requirements for three (3) 2022 or current production year Freightliner M2 106, 12' Dump Truck. The vehicles will be new, unused and a current production model. Items not specifically mentioned but considered standard by the manufacturer shall be included.

| Quantity | Year | Make | Model | Description |
|----------|------------------------------------|--------------|--------|----------------|
| 1 | 2022 or Current Production Year | Freightliner | M2 106 | 12' DUMP TRUCK |

Each Bidder will need to fill out a Bid Proposal Form that requires a unit cost for each vehicle and all additional costs. Please make certain the quoted unit costs on your Bid Proposal Form includes all items listed in the "Standard Equipment" and "Additional Equipment" charts shown below.

Additional vehicle and body specifications are attached in separate documents.

| Order Codes* | Standard Equipment |
|--------------|---|
| | 2022 OR CURRENT PRODUCTION YEAR FREIGHTLINER M2 106, 12' DUMP TRUCK |
| | With one (1) regular spare tire per vehicle |
| | <i>Exterior Color</i> |
| | OXFORD WHITE |
| | <i>Interior Color</i> |
| | Black OR Grey Vinyl Front Seats |
| Order Codes* | Additional Equipment |
| | Vehicle and body specifications per attached specification sheets and diagrams (pgs.13-26) Vehicles must include A/C "Door locks and power windows". |
| | Provide four (4) Ignition/Door Keys per vehicle |
| | Two (2) complete sets of vehicle manuals paper or electronic per vehicle |

Bidder's Initials_____

* In case the order codes listed above are incorrect, please contact the City Contact for verification or proceed with a quote as the description listed above is clear and straightforward.

Vehicles to be delivered to City of Redwood City Fleet Division, 1400 Broadway Street, Redwood City, CA 94063.

Selected vendor to handle licensing details, including furnishing DMV with report of sale, smog certificate, City's exempt registration form (Reg. 217) and all other needed paperwork. City of Redwood City's Fleet Supervisor is authorized to sign documents for the City.

Remainder of Page Intentionally Left Blank

Bidder's Initials _____

NOTICE INVITING SEALED BIDS
 SUPPLY OF
 THREE (3) 2022 OR CURRENT
 PRODUCTION YEAR
 FREIGHTLINER M2 106, 12' DUMP
 TRUCKS
 CITY OF REDWOOD CITY,
 CALIFORNIA BID PROPOSAL FORM

To: City of Redwood City

The undersigned agrees to furnish F.O.B. City of Redwood City, the following items at the prices bid below, in accordance with the Bid Specification and General Provisions. Price must be complete and include any "Other Charges."

| Item | Qty. | Description | Unit Cost Each | Total |
|------|------|---|----------------|-------|
| A | 3 EA | 2022 OR CURRENT PRODUCTION YEAR FREIGHTLINER M2 106, 12' DUMP TRUCKS | | |
| | | Per attached bid spec. and Conditions | _____ | _____ |
| B | | Sales Tax @ 9.75% | _____ | _____ |
| C | | Delivery Charges | _____ | _____ |
| D | | Other Charges- Please Explain (May use back of sheet for explanation) | _____ | _____ |
| | | Bid Grand Total | _____ | _____ |

Bidder's Initials_____

Other Bid Information:

- 1- Maximum Number of Days until Delivery to Redwood City:_____Days
 - a. Must indicate a specific number of days (ex. 60, 90, 120, etc.) and not a range of days (90-120).
 - b. The 1st day is considered to be the date Redwood City mails the Purchase Order to the Successful Bidder. (Note: Redwood City staff will email the date the Purchase Order was released to the Successful Bidder).
 - c. Failure to deliver the vehicles before the maximum number of days listed above may null and void the contract between the Successful Bidder and the City.

2- Exceptions to the Specified Vehicle. If applicable, please provide an explanation below.

3- Additional Warranties. If applicable, please provide details below.

I certify my bid is in accordance with the Bid Specification and General Provisions.

Signature_____ Date of Signature _____

Title _____

Company Name_____

Address _____

Telephone Number_____

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THE BID PROPOSAL FORM INCLUDING THIS SIGNATURE PAGE, AS WELL AS THE BID SPECIFICATION AND ADDITIONAL SPECIFICATION SHEETS.

ADDITIONAL SPECIFICATIONS

VEHICLE - 2022 OR CURRENT PRODUCTION YEAR FREIGHTLINER M2 106, 12' DUMP TRUCK

12 ft. Dump Truck no air to rear electric brake controller



2.1 SPECIFICATION PROPOSAL

| | Description | Front | Rear |
|------------------------------|---|-------|-------|
| Price Level | | | |
| Data Version | SPECPRO21 DATA RELEASE VER 018 | | |
| Vehicle Configuration | M2 106 CONVENTIONAL CHASSIS 2022 MODEL YEAR SPECIFIED SET BACK AXLE - TRUCK STRAIGHT TRUCK PROVISION LH PRIMARY STEERING LOCATION | 5,709 | 3,503 |
| General Service | TRUCK CONFIGURATION DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) UTILITY/REPAIR/MAINTENANCE SERVICE GOVERNMENT BUSINESS SEGMENT DIRT/SAND/ROCK COMMODITY TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS MAXIMUM 8% EXPECTED GRADE SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE MEDIUM TRUCK WARRANTY EXPECTED FRONT AXLE(S) LOAD : 13000.0 lbs. EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs. EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs. | | |
| Truck Service | END DUMP BODY EXPECTED TRUCK BODY LENGTH : 0.0 ft. AMERICAN TRUCK AND TRAILER BODY COMPANY EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in | | |
| Engine | CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM | | |
| Electronic Parameters | 70 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT PTO MODE ENGINE RPM LIMIT - 1100 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE | | |

APPLIED
 PTO RPM WITH CRUISE SET SWITCH - 700 RPM
 PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
 PTO MODE CANCEL VEHICLE SPEED - 5 MPH

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND | | |
| PTO MINIMUM RPM - 700 | | |
| REGEN INHIBIT SPEED THRESHOLD - 5 MPH | | |
| Engine Equipment | | |
| ONBOARD DIAGNOSTICS/2022 | | |
| EPA/CARB/FINAL GHG17 CONFIGURATION | | |
| 2022 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR) | | |
| STANDARD OIL PAN | | |
| ENGINE MOUNTED OIL CHECK AND FILL FUMOTO DRAIN VALVE(S) ON OIL PAN | | |
| ONE PIECE VALVE COVER | | |
| SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER | | |
| DR 12V 180 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE | | |
| (2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES BATTERY BOX FRAME MOUNTED | | |
| STANDARD BATTERY JUMPERS | | |
| SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB | | |
| WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN | | |
| NON-POLISHED BATTERY BOX COVER | | |
| CAB AUXILIARY POWER CABLE | 5 | |
| POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT | 8 | |
| POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER | 2 | |
| CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE | | |
| STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR | | |
| AIR COMPRESSOR DISCHARGE LINE | | |
| ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM | | |
| CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH, ACTIVATES STOP LAMPS | 20 | |
| RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE | | |
| ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH | | |
| STANDARD EXHAUST SYSTEM LENGTH | | |
| RH STANDARD HORIZONTAL TAILPIPE | | |
| 13 GALLON DIESEL EXHAUST FLUID TANK | 35 | 10 |
| 100 PERCENT DIESEL EXHAUST FLUID FILL | | |
| NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER | 15 | 5 |
| LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION | | |
| STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING | | |
| STANDARD DIESEL EXHAUST FLUID TANK CAP | | |
| AIR POWERED ON/OFF ENGINE FAN CLUTCH | | |

| Description | Weight Front | Weight Rear |
|---|-----------------|----------------|
| AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED CUMMINS SPIN ON FUEL FILTER FULL FLOW OIL FILTER 700 SQUARE INCH ALUMINUM RADIATOR ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES RADIATOR DRAIN VALVE LOWER RADIATOR GUARD ALUMINUM FLYWHEEL HOUSING ELECTRIC GRID AIR INTAKE WARMER DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH | | |
| Transmission | | |
| ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION | 200 | 60 |
| Transmission Equipment | | |
| ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT END OF FRAME ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED | | |
| Description | Weight Front | Weight Rear |
| CUSTOMER INSTALLED CHELSEA 280 SERIES PTO | | |

PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
 MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
 PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
 TRANSMISSION PROGNOSTICS - ENABLED 2013
 WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
 TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
 SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74
 DROP SINGLE FRONT AXLE
 MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 NON-ASBESTOS FRONT BRAKE LINING
 CONMET CAST IRON FRONT BRAKE DRUMS
 FRONT OIL SEALS
 CR STEEL VENTED FRONT HUB CAPS WITH WINDOW AND CENTER PLUG - OIL
 STANDARD SPINDLE NUTS FOR ALL AXLES
 MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
 TRW THP-60 POWER STEERING
 POWER STEERING PUMP
 2 QUART SEE THROUGH POWER STEERING RESERVOIR
 SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

13,300# TAPERLEAF FRONT SUSPENSION 75
 MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
 FRONT SHOCK ABSORBERS

Rear Axle and Equipment

RS-21-160 21,000# R-SERIES SINGLE REAR AXLE 180
 6.43 REAR AXLE RATIO
 IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
 MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
 MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 NON-ASBESTOS REAR BRAKE LINING
 BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)
 CONMET CAST IRON REAR BRAKE DRUMS
 REAR OIL SEALS
 WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
 MERITOR AUTOMATIC REAR SLACK ADJUSTERS
 SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

20,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER, WITH RADIUS ROD 70
 SPRING SUSPENSION - NO AXLE SPACERS

| Description | Weight Front | Weight Rear |
|--|--------------|-------------|
| STANDARD AXLE SEATS IN AXLE CLAMP GROUP FORE/AFT CONTROL RODS | | |

Brake System

AIR BRAKE PACKAGE
 WABCO 4S/4M ABS
 REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES

FIBER BRAID PARKING BRAKE HOSE
 STANDARD BRAKE SYSTEM VALVES
 STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
 STD U.S. FRONT BRAKE VALVE
 RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
 WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
 AIR DRYER MOUNTED UNDER HOOD
 STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS
 CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD
 PULL CABLES ON ALL AIR RESERVOIR(S)

Trailer Connections

PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE
 SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME 5 5
 UPGRADED CHASSIS MULTIPLEXING UNIT
 UPGRADED BULKHEAD MULTIPLEXING UNIT
 OEM ELECTRIC BRAKE CONTROLLER IN CAB
 7 WAY RV STYLE RECEPTACLE AT REAR

Wheelbase & Frame

4400MM (173 INCH) WHEELBASE
 11/32X3-1/2X10-15/16 INCH STEEL FRAME 10 120
 (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
 1900MM (75 INCH) REAR FRAME OVERHANG
 FRAME OVERHANG RANGE: 71 INCH TO 80 INCH -20 90
 CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 107.65 in
 CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 104.65 in
 CALC'D FRAME LENGTH - OVERALL : 286.98
 CALCULATED FRAME SPACE LH SIDE : 65.22 in
 CALCULATED FRAME SPACE RH SIDE : 177.98 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE : 107.45 in
 SQUARE END OF FRAME
 FRONT CLOSING CROSSMEMBER
 STANDARD WEIGHT ENGINE CROSSMEMBER
 STANDARD CROSSMEMBER BACK OF TRANSMISSION
 STANDARD MIDSHIP #1 CROSSMEMBER(S)
 STANDARD REARMOST CROSSMEMBER
 STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS 30
 FRONT TOW HOOKS - FRAME MOUNTED 15

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| BUMPER MOUNTING FOR SINGLE LICENSE PLATE | | |
| FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS | | |
| GRADE 8 THREADED HEX HEADED FRAME FASTENERS | | |

Fuel Tanks

50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH 20
 RECTANGULAR FUEL TANK(S)
 PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS

FUEL TANK(S) FORWARD
 BLACK STEP FINISH
 FUEL TANK CAP(S)
 DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER EQUIFLO INBOARD FUEL SYSTEM -5
 NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK
 HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

Tires

MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES 24
 MICHELIN XZE2 11R22.5 14 PLY RADIAL REAR TIRES 24
 MICHELIN XZE2 11R22.5 14 PLY RADIAL SPARE TIRE 119

Hubs

CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS -30
 CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS -30

Wheels

ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS 26
 ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS 52
 NO FRONT HUB COVERS
 ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC SPARE WHEEL 83
 FRONT WHEEL MOUNTING NUTS
 REAR WHEEL MOUNTING NUTS

Cab Exterior

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 AIR CAB MOUNTING
 NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
 LH AND RH GRAB HANDLES
 HOOD MOUNTED CHROMED PLASTIC GRILLE
 CHROME HOOD MOUNTED AIR INTAKE GRILLE
 FIBERGLASS HOOD
 SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK 4
 SINGLE ELECTRIC HORN
 SINGLE HORN SHIELD
 DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS
 REAR LICENSE PLATE MOUNT END OF FRAME

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL | | |
| LED AERODYNAMIC MARKER LIGHTS | | |
| DAYTIME RUNNING LIGHTS | | |
| INTEGRAL STOP/TAIL/BACKUP LIGHTS | | |
| STANDARD FRONT TURN SIGNAL LAMPS | | |
| NO WORK LIGHT | | |
| DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LIGHTS | | |
| DOOR MOUNTED MIRRORS | | |
| 102 INCH EQUIPMENT WIDTH | | |
| LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS | | |
| STANDARD SIDE/REAR REFLECTORS | | |
| 63X14 INCH TINTED REAR WINDOW | | |
| TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS | | |

RH AND LH ELECTRIC POWERED WINDOWS, 4
 PASSENGER SWITCHES ON DOOR(S)
 TINTED WINDSHIELD
 2 GALLON WINDSHIELD WASHER RESERVOIR
 WITHOUT FLUID LEVEL INDICATOR, FRAME
 MOUNTED

Cab Interior

OPAL GRAY VINYL INTERIOR
 MOLDED PLASTIC DOOR PANEL WITHOUT VINYL
 INSERT WITH ALUMINUM KICKPLATE LOWER
 DOOR
 MOLDED PLASTIC DOOR PANEL WITHOUT VINYL
 INSERT WITH ALUMINUM KICKPLATE LOWER
 DOOR
 BLACK MATS WITH SINGLE INSULATION
 FORWARD ROOF MOUNTED CONSOLE WITH
 UPPER STORAGE COMPARTMENTS WITHOUT
 NETTING
 IN DASH STORAGE BIN
 CENTER STORAGE CONSOLE MOUNTED ON 20
 BACKWALL
 (2) CUP HOLDERS LH AND RH DASH
 GRAY/CHARCOAL FLAT DASH
 SMART SWITCH EXPANSION MODULE
 2-1/2 LB. FIRE EXTINGUISHER 5
 HEATER, DEFROSTER AND AIR CONDITIONER
 STANDARD HVAC DUCTING
 MAIN HVAC CONTROLS WITH RECIRCULATION
 SWITCH
 STANDARD HEATER PLUMBING
 VALEO HEAVY DUTY A/C REFRIGERANT
 COMPRESSOR
 BINARY CONTROL, R-134A
 STANDARD INSULATION
 SOLID-STATE CIRCUIT PROTECTION AND
 FUSES
 12V NEGATIVE GROUND ELECTRICAL SYSTEM
 DOME LIGHT WITH 3-WAY SWITCH ACTIVATED
 BY LH AND RH DOORS
 LH AND RH ELECTRIC DOOR LOCKS
 (2) 12 VOLT POWER RECEPTACLES MOUNTED IN
 DASH
 TRIANGULAR REFLECTORS WITHOUT FLARES 10
 BASIC HIGH BACK AIR SUSPENSION DRIVER 30
 SEAT WITH MECHANICAL LUMBAR AND
 INTEGRATED CUSHION EXTENSION

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION | 25 | 10 |
| DUAL DRIVER AND PASSENGER SEAT ARMRESTS | 8 | |
| LH AND RH INTEGRAL DOOR PANEL ARMRESTS | | |
| BLACK MORDURA CLOTH DRIVER SEAT COVER | | |
| BLACK MORDURA CLOTH PASSENGER SEAT COVER | | |
| BLACK SEAT BELTS | | |
| ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | 10 | |
| 4-SPOKE 18 INCH (450MM) STEERING WHEEL | | |
| DRIVER AND PASSENGER INTERIOR SUN VISORS | | |
| NO ENTRY/ACCESS/STEP WIRING | | |

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL
 GRAY CENTER INSTRUMENT PANEL
 BLACK GAUGE BEZELS

LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
 (1) SINGLE BRAKE APPLICATION AIR GAUGE
 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
 INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
 97 DB BACKUP ALARM 3
 ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
 KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
 ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
 HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
 2 INCH ELECTRIC FUEL GAUGE
 PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE
 ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
 TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT
 ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
 (1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP 5
 ELECTRIC ENGINE OIL PRESSURE GAUGE
 AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939 10
 DASH MOUNTED RADIO
 (2) RADIO SPEAKERS IN CAB
 AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
 ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
 STANDARD VEHICLE SPEED SENSOR
 ELECTRONIC 3000 RPM TACHOMETER
 IDLE LIMITER, ELECTRONIC ENGINE
 THREE ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT

| Description | Weight Front | Weight Rear |
|---|--------------|-------------|
| DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS | | |
| Design | | |
| PAINT: ONE SOLID COLOR | | |
| Color | | |
| CAB COLOR A: L0006EB WHITE ELITE BC BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW) | | |

POWDER WHITE (N0006EA) SPARE WHEEL/RIM
 (PKWHT21, TKWHT21, W, TW)
 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Secondary Factory Options

* CORPORATE PDI CENTER IN-SERVICE AND OPTI ON
 INSTALLATION/MODIFICATION
 PDI QUOTE TO ADD ELECTRIC BRAKE CONTROLLER

Raw Performance Data

CALC'D FRAME LENGTH - OVERALL : 286.98
 CALCULATED EFFECTIVE BACK OF CAB TO REAR
 SUSPENSION C/L (CA) : 104.65 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE :
 107.45 in

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

T O T A L V E H I C L E S U M M A R Y

Weight Summary

| | Weight Front | Weight Rear | Total Weight |
|---------------------------------|-------------------------|------------------------|-------------------------|
| Factory Weight ⁺ | 6275 lbs. | 4304 lbs. | 10579 lbs. |
| Total Weight⁺ | 6275 lbs. | 4304 lbs. | 10579 lbs. |

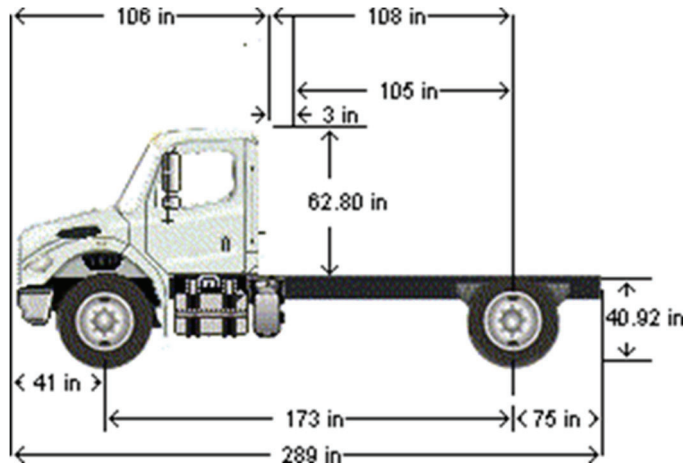
Extended Warranty

CUM 2022 B6.7: HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM
 EXTENDED WARRANTY. FEX APPLIES
 CUM 2022 B6.7: AT3 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM
 AFTERTREATMENT. FEX APPLIES
 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$550 CAP FEX APPLIES

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

2.2 DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

| | |
|--|---|
| Model | M2106 |
| Wheelbase (545) | 4400MM (173 INCH) WHEELBASE |
| Rear Frame Overhang (552) | 1900MM (75 INCH) REAR FRAME OVERHANG |
| Fifth Wheel (578)..... | NO FIFTH WHEEL |
| Mounting Location (577)..... | NO FIFTH WHEEL LOCATION |
| Maximum Forward Position (in)..... | 0 |
| Maximum Rearward Position (in) | 0 |
| Amount of Slide Travel (in)..... | 0 |
| Slide Increment (in) | 0 |
| Desired Slide Position (in) | 0.0 |
| Cab Size (829) | 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONALCAB |
| Sleeper (682) | NO SLEEPER BOX/SLEEPERCAB |
| Exhaust System (016)RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE | |

TABLE SUMMARY - DIMENSIONS

| Dimensions | Inches |
|--|--------|
| Bumper to Back of Cab (BBC) | 106.3 |
| Bumper to Centerline of Front Axle (BA) | 40.7 |
| Min. Cab to Body Clearance (CB) | 3.0 |
| Back of Cab to Centerline of Rear Axle(s) (CA) | 107.6 |
| Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA) | 104.6 |
| Back of Cab Protrusions (Exhaust/Intake) (CP) | 3.0 |
| Back of Cab Protrusions (Side Extenders/Trim Tab) (CP) | 0.0 |
| Back of Cab Protrusions (CNG Tank) | 0.0 |
| Back of Cab Clearance (CL) | 3.0 |
| Back of Cab to End of Frame | 182.4 |
| Cab Height (CH) | 62.8 |
| Wheelbase (WB) | 173.2 |
| Frame Overhang (OH) | 74.8 |
| Overall Length (OAL) | 288.7 |
| Rear Axle Spacing | 0.0 |
| Unladen Frame Height at Centerline of Rear Axle | 40.9 |

2.3 GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

ModelM2106
 Cab Size (829)106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Expected Front Axle(s) Load (lbs.) 13000.0
 Expected Pusher Axle(s) Load (lbs.) 0.0
 Expected Rear Axle(s) Load (lbs.) 20000.0
 Expected Tag Axle(s) Load (lbs.) 0.0
 Expected GVW (lbs.) 33000
 Expected GCW (lbs.) 0.0
 Front Axle (400)DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
 Front Suspension (620) 13,300# TAPERLEAF FRONT SUSPENSION
 Front Hubs (418).....CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS
 Front Disc Wheels (502)ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL
 DISC FRONT WHEELS
 Front Tires (093)MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES
 Front Brakes (402)MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR,
 FABRICATED SHOES
 Steering Gear (536) TRW THP-60 POWER STEERING
 Rear Axle (420)..... RS-21-160 21,000# R-SERIES SINGLE REAR AXLE
 Rear Suspension (622)20,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER, WITH RADIUS
 ROD
 Rear Hubs (450) CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS
 Rear Disc Wheels (505)ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR
 WHEELS
 Rear Tires (094) MICHELIN XZE2 11R22.5 14 PLY RADIAL REAR TIRES
 Rear Brakes (423)MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE
 ANCHOR, FABRICATED SHOES

Pusher / Tag Axle (443) NO PUSHER OR TAG AXLE
 Pusher / Tag Suspension (626) NO PUSHER OR TAG SUSPENSION
 Pusher / Tag Hubs (449) NO PUSHER OR TAG HUBS

 Pusher / Tag Tires (095) NO PUSHER/TAG TIRES
 Pusher / Tag Brakes (456) NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

| | Front | Rear |
|--------------------------------------|-------|-------|
| Axle Component Weight Ratings | | |
| Axles | 13000 | 21000 |
| Suspension | 13300 | 20000 |
| Hubs | 13300 | 23000 |
| Brakes | 14000 | 21000 |
| Wheels | 16000 | 32000 |
| Tires | 13220 | 23360 |
| Power Steering | 13300 | N/A |
| GAWR (per axle) | 13000 | 20000 |
| GAWR (per axle system) | 13000 | 20000 |
| Expected Load (per axle system) | 13000 | 20000 |
| Vehicle GVWR Summary | | |
| Calculated GVWR | 33000 | |
| Expected GVWR | 33000 | |
| All weights displayed in pounds | | |

2 . 4 F R A M E R B M

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) 4400MM (173 INCH) WHEELBASE
 Frame Rails (546) 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI (546)
 Yield Strength (psi) 120000
 Section Modulus (per rail) (cu in) 16.979
 RBM (per rail) (lb.-in) 2037600
 Inner Frame Reinforcement (547) NO INNER FRAME REINFORCEMENT
 Outer Frame Reinforcement (548) NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

| Item | Description / Value |
|--------------------------------------|--|
| Wheelbase | 4400MM (173 INCH) WHEELBASE |
| Frame | 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI |
| Inner Frame Reinforcement | NO INNER FRAME REINFORCEMENT |
| Outer Frame Reinforcement | NO OUTER FRAME REINFORCEMENT |
| Yield Strength (psi) | 120000 |
| Section Modulus - per rail (cu. in.) | 16.98 |
| Frame RBM - per rail (lbf-in) | 2037600 |

The body will be installed on a 2022 or new Freightliner M2 106 single rear axle chassis with a Cummins 6.7L 300 HP diesel engine, automatic transmission, 108" CA, air brakes, 33,000 lb. gvwr. The Dump Body specifications are as follows:



Sample photo only, completed vehicle may vary.

- Body Length (ft.): 12, Body Id (inch): 84, Body OD: 96
- Hoist Model: * 1824HD
- Hydraulics: * Direct mount with air shift controls and dump limit valve
- Understructure: * 3/16" Hi-Ten steel, fabricated trapezoid, fully boxed 14" long members
- Understructure Spacing: N/A - Cross-member less
- Yardage: 8
- Front Height (inches): * 46, Side Height (inches): 30, Tailgate Height (inches): 38, Front Material: * 10 GA steel, Side Material: * 10 GA Steel, Tailgate Material: * 3/16" steel, Floor Material: * 1/4" steel plate AR400
- Side Bracing: One full length self-cleaning horizontal side brace
- Rear Corner post Width: 10
- Tailgate Release: * Air/Air with over center installed
- Tailgate Hardware: 3/4" flame cut offset TG hinge
- Sliding Doors (3): * Pull Down, Sliding Door Location: * Left/Center/Right (Dura Class Handles)
- Front Pillar: Tapered Front Pillar
- SS/Cor-Ten Rear Pillar: * 3/16" Hi-Ten
- Cab Shield: * 1/2 size, 10GA.
- Spill Apron: 10"
- Back-up alarm/ body raise ind.
- LED lights and lighting per DOT standard
- Reservoir
- Hyd pump/ valve kit
- Body prop kit
- Standard style trailer hitch: 1/2" reinforced hitch plate mounted to the rear of the chassis frame with #2200 premier pintle hitch without air pot. Mount so that the bottom of the eye is ~30" (TBD), above the ground, unloaded. Install two (2) 1" x 3"

heavy duty D-rings for the trailer safety chains. Mount glad hands with covers and 7-wire electrical connectors.

- Cole Hersee Connector #12063-01 BX will be installed at the rear of truck.
- Two (2) 18" x 18" x 36" frame mounted toolbox located on the curbside and driver's sides ahead of the rear wheels.
- Pull Tarp – A vinyl pull type tarp will be provided and installed.
- Anti-sail mud flaps with hooks installed behind the rear tires.
- Two (2) wheel chock holders mounted on the driver's side truck frame with retainers.
- Two (2) 12" two rung grip strut step ladder (folding) located at the front passenger and driver's side of the body. Grab handles will be mounted on each side of the ladder attached to the body. These handles will be round stock and run from the bottom of the top rail with clearance for fingers if there is a center rail. Ladder and grab handles will be painted orange.
- A Whelen LED rotating beacon model L10 with amber lens will be provided. Mounted on the top left side of the cab controlled by a switch inside the cab.
- Mobile Camera: A Pro-Vision Mobile Camera System will be installed. This includes; a heavy duty monitor, wide angle camera, windshield mount base, and double pivot monitor bracket and thread locker.
- Paint Black Underbody. Paint Body one color per customer.
- Run and Test all Installed Equipment
- Furnish Weight Slip

Diane Howard, Mayor
Giselle Hale, Vice Mayor
Alicia C. Aguirre, Council Member
Lisette Espinoza-Garnica,
Council Member
Jeff Gee, Council Member
Diana Reddy, Council Member
Michael A. Smith, Council Member



DRAFT MINUTES

TELECONFERENCE MEETING
BROADCAST LIVE VIA
CITY WEBSITE:
www.redwoodcity.org
LOCAL CHANNEL 26
COMCAST CHANNEL 27
AT&T U-VERSE CHANNEL 99

The City Council held a closed session at 5:00 p.m. on September 27, 2021 regarding conference with labor negotiators pursuant to California Government Code Section 54957.6, and conference with legal counsel regarding existing litigation pursuant to paragraph (1) of subdivision (d) of California Government Code Section 54956.9.

The meeting adjourned at 5:46 p.m.

JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY REGULAR MEETING Monday, September 27, 2021 6:00 PM

1. **CALL TO ORDER** – Mayor Howard called the meeting to order at 6:00 p.m.
2. **ROLL CALL** – Council Members Aguirre, Gee, Reddy and Smith, Vice Mayor Hale and Mayor Howard were present. Council Member Espinoza-Garnica was absent.

Staff present: City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez and City Clerk Pamela Aguilar.

3. **PLEDGE OF ALLEGIANCE** – Vice Mayor Hale led the pledge of allegiance.
4. **PRESENTATIONS/ACKNOWLEDGEMENTS**
 - 4.A. **Proclamation recognizing National Hispanic Heritage Month**
Cónsul General María de Los Remedios Gómez Arnau was present to accept the proclamation. Arnoldo from Sister City Anguillilla, Mexico and Veronica Escamez from Casa Circulo were also present.
 - 4.B. **Presentation by San Mateo County Historical Association on Carriage House Project**
San Mateo County Historical Association Board Member and Chair of Carriage House Committee Barbara Pierce gave a presentation.

5. PUBLIC COMMENT ON THE CONSENT CALENDAR, ON MATTERS OF COUNCIL INTEREST AND ON ITEMS NOT ON THE AGENDA

The following members of the public spoke:

- Margaret Becker
- Alison Madden

6. CONSENT CALENDAR

Motion and second, Aguirre and Gee, to approve all items on the Consent Calendar, passes 6-0-1 by roll call vote, with Council Member Espinoza-Garnica absent.

6.A. Amendment No. 1 to Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority and the City of Redwood City and the Peninsula Corridor Joint Powers Board for the project study phase of the Whipple Avenue Grade Separation Project (304) MO 21-167

Recommendation:

By motion, authorize the City Manager to negotiate and execute Amendment No. 1 to the MOU between the San Mateo County Transportation Authority and the City of Redwood City and the Peninsula Corridor Joint Powers Board of the project study phase of the Whipple Avenue Grade Separation Project.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.B. Agreement with the City of San Carlos for emergency management services (304) MO 21-168

Recommendation:

By motion, approve and authorize the City Manager to execute an emergency management services agreement between the cities of San Carlos and Redwood City.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.C. Amendment to agreement with Community Wellness and Crisis Response Team for mental health partnership services (304) MO 21-169

Recommendation:

By motion, approve and authorize City Manager to execute a Side Letter amending the Memorandum of Understanding for the Community Wellness and Crisis Response Team, which was originally approved by Council on January 25, 2021, to reflect the decision by the County of San Mateo to assign the role of hiring clinicians for the program to StarVista.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 6.D. Amendment No. 1 to agreement with Gilbane Building Company for project management services for the Veterans Memorial Building/Senior Center-YMCA Project and related traffic calming solutions (304) MO 21-170**

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Gilbane Building Company for project management services for Phase I of the Veterans Memorial Building/Senior Center-YMCA Project in the amount of \$53,152 for a total amount of \$2,969,196.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 6.E. Amendment No. 2 to agreement with ELS Architecture and Urban Design for Phase I construction administration services for the Veterans Memorial Building/Senior Center-YMCA Project and related traffic calming solutions (304) MO 21-171**

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 2 to the Agreement for Services with ELS Architecture and Urban Design for construction administration services for Phase I of the Veterans Memorial Building/Senior Center-YMCA Project in the amount of \$219,623, for a total contract amount of \$8,567,284.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 6.F. Approve Live Performance Agreement between the City of Redwood City and Zoppe Circus and related resolution establishing a temporary time limit on parking spaces in the Library parking lots (304) MO 21-172 Reso 15985 (0077)**

Recommendation:

1. By motion, approve the City Manager to execute the Live Performance Agreement between the City of Redwood City and Zoppe Circus in an amount not to exceed \$311,910; and
2. Adopt a resolution of the City Council of the City of Redwood City establishing a temporary one-hour time limit on the use of parking spaces in Library Lots A, B, and C.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.G. 2021-2022 Extended Day Learning Services Agreement between the City of Redwood City and the Redwood City School District (304) MO 21-173

Recommendation:

By motion, approve and authorize the City Manager, or designee, to execute the Agreement for Services Between the Redwood City School District and the City of Redwood City.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.H. Waive second reading and adopt an ordinance amending the Affordable Housing Ordinance to provide a preference for those who live, formerly lived, or work in Redwood City, ensure the concurrent delivery of affordable units and new development, and improve clarity and effectiveness (301) Ord 2498 (541)

Recommendation:

Waive second reading and adopt an ordinance amending the Affordable Housing Ordinance to provide a preference for those who live, formerly lived, or work in Redwood City, ensure the concurrent delivery of affordable units and new development, and improve clarity and effectiveness.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

6.I. Approve Minutes of September 13, 2021 and September 20, 2021 City Council meetings (301) MO 21-174

6.J. Approve claims and checks from September 27, 2021 - October 11, 2021 and the usual and necessary payments through October 11, 2021 (303) MO 21-174

7. PUBLIC HEARINGS - None

8. STAFF REPORTS

- 8.A. **Property exchange with the County of San Mateo to facilitate the construction of the Blomquist Street Extension to support transportation and public safety and advance City priorities related to housing and homelessness (304, 609)**
MO 21-176
Reso 15986 (0076)
Reso 15987 (0075)

City Manager Melissa Stevenson Diaz introduced the item, and Assistant City Manager Alex Khojikian and members of the City-Owned Property Ad Hoc Committee (Council Member Reddy, Vice Mayor Hale and Mayor Howard) gave a presentation.

The following members of the public spoke:

- Isabella Chu
- Alex Melendrez
- Jon Carlson
- Ian Bain
- Susan Houston
- Gita Dev
- Katie Goetz
- Jerry Pierce
- Margaret Becker
- Mike Dunham
- Alison Madden
- Jordan Grimes
- Ken Chan
- Lawrence Purcell
- Joel Kohn
- Greg Greenway
- Pat Mapelli

Recommendation:

The City Council City Owned Property Ad Hoc Committee (Mayor Howard, Vice Mayor Hale, and Councilmember Reddy) recommend that the City Council:

1. Adopt a resolution considering an addendum to the 1548 Maple Street Project Final Environmental Impact Report for the development activities associated with the Real Property Exchange Agreement between the City of Redwood City and the County of San Mateo in accordance with the requirements of the California Environmental Quality Act;
2. Adopt a resolution approving the Real Property Exchange Agreement between the City of Redwood City and the County of San Mateo and authorizing the City Manager to execute documents necessary to effectuate the land exchange transaction; and

3. By motion, direct and authorize the City Manager or her designee to enter into a tri-party agreement (Tri-Party Agreement) with 1548 Maple LLC and the County, to facilitate construction activities, including among other things, (1) the City and/or County allowing 1548 Maple LLC and its contractors and subcontractors to use for construction-related vehicular parking, lay down storage space and excess soil storage and fill importation, as applicable, (a) mutually acceptable portions of the 1580 Maple parcel that will not be needed for continued operation of the existing County homeless shelter as authorized by the Leaseback Agreement, and (b) mutually acceptable portions of the 1469 Maple City Parcel, and (2) 1548 Maple LLC agreeing to allow City to deliver Blomquist Extension right-of-way rights over the 1580 Maple Property by May 1, 2023 by not seeking its final temporary certificate of occupancy until that date at the earliest, all on terms, including City's standard insurance and indemnity requirements, approved by the City Attorney.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

Motion and second, Reddy and Hale to:

- 1. Adopt a resolution considering an addendum to the 1548 Maple Street Project Final Environmental Impact Report for the development activities associated with the Real Property Exchange Agreement between the City of Redwood City and the County of San Mateo in accordance with the requirements of the California Environmental Quality Act;**
- 2. Adopt a resolution approving the Real Property Exchange Agreement between the City of Redwood City and the County of San Mateo and authorizing the City Manager to execute documents necessary to effectuate the land exchange transaction; and**
- 3. By motion, direct and authorize the City Manager or her designee to enter into a tri-party agreement (Tri-Party Agreement) with 1548 Maple LLC and the County, to facilitate construction activities and interim access, including among other things,**
 - (1) the City and/or County allowing 1548 Maple LLC and its contractors and subcontractors to use for construction-related vehicular parking, lay down storage space and excess soil storage and fill importation, as applicable,**
 - (a) mutually acceptable portions of the 1580 Maple parcel that will not be needed for continued operation of the existing County homeless shelter as authorized by the Leaseback Agreement, and**
 - (b) mutually acceptable portions of the 1469 Maple City Parcel, and**
 - (2) 1548 Maple LLC agreeing to allow City to deliver Blomquist Extension right-of-way rights over the 1580 Maple Property by May 1, 2023 or such a date at the parties may agree, all on terms, including City's standard insurance and indemnity requirements, approved by the City Attorney.**

The motion passes 6-0-1 by roll call vote, with Council Member Espinoza-Garnica absent.

9. **BOARDS, COMMISSIONS AND COMMITTEES REPORTS**

9.A. **Library Board Work Plan for FY 2020-2021 and FY 2021-2022 (209) MO 21-177**

Library Director Derek Wolfgram introduced the item, and Library Board Chair Tracie Sugiyama and Vice Chair Hamsa Rajaraman gave a presentation.

Recommendation:

By motion, approve the proposed Library Board Work Plan for FY 2020-2021 and FY 2021-2022.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

Motion and second, Aguirre and Reddy to approve the proposed Library Board Work Plan for FY 2020-2021 and FY 2021-2022, passes 6-0-1 by roll call vote with Council Member Espinoza-Garnica absent.

9.B. **Parks, Recreation, and Community Services (PRCS) Commission Work Plan for FY 2021-2022 and FY 2022-2023 (209) MO 21-178**

Parks, Recreation and Community Services Director Chris Beth introduced the item, and Parks, Recreation and Community Services Commission Pablo Lopez and Vice Chair Paul Demers gave a presentation.

The following members of the public spoke:

- Marcelene Luna

Recommendation:

By motion, approve the proposed Parks, Recreation and Community Services (PRCS) Commission Work Plan for FY 2021-2022 and FY 2022-2023.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

Motion and second, Hale and Aguirre to approve the proposed Parks, Recreation and Community Services (PRCS) Commission Work Plan for FY 2021-2022 and FY 2022-2023, passes 6-0-1 by roll call vote with Council Member Espinoza-Garnica absent.

10. MATTERS OF COUNCIL INTEREST

10.A. City Council Member Reports from Regional Meetings and Conferences Attended

- A. Cal Cities Annual Conference, Caltrain, SamTrans, Transbay Joint Powers Authority (Council Member Gee)** – Council Member Gee gave a presentation.
- B. Peninsula Clean Energy (Vice Mayor Hale)** – Vice Mayor Hale gave a presentation.

10.B. City Council Committee Reports

- A. Equity and Social Justice Sub-Committee** – Council Member Reddy gave an update.

10.C. City Manager (Oral) Update – City Manager Melissa Stevenson Diaz announced an upcoming Housing Workshop on Thursday, September 30 from 6-7pm, and gave an update on the expansion of City services beginning October 11 at City Hall and at the Library.

11. ADJOURNMENT – Council Member Aguirre read a biography on Edna Mangini, and Mayor Howard adjourned the meeting in her memory at 9:43 p.m.

Respectfully submitted for approval.

Pamela Aguilar, CMC
City Clerk



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: October 11, 2021

SUBJECT

Study Session on long term planning for City water, sewer and storm drain utilities

RECOMMENDATION

Receive an update on the long term planning related to the City's water, sewer and storm drain utilities and provide individual City Council member input. This is a study session and no formal action will occur at this meeting.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The City of Redwood City's (City) Public Works Services (PWS) and Community Development and Transportation (CDT) Departments operate and maintain the City's underground utility systems. These systems provide drinking water, recycled water for non-drinking uses, sewage (wastewater) collection, and storm drainage services throughout the community. Typically, PWS is responsible for the operation, routine maintenance, and repairs of the systems. CDT conducts the capital improvements and expansion of the systems. Both departments work cooperatively to ensure that each system is functioning optimally according to regulatory requirements and public health and safety as a shared primary objective.

The study session will provide an overview of the City's utility systems and how the City plans for maintenance and replacement of current infrastructure as well as expansion to support anticipated population growth. Through both individual development project review and long-range master plans, the City assesses future utility needs for the community to ensure reliable service and meet emerging challenges.

The City Council's Utilities Sub-Committee provides guidance to staff on policy matters related to the City's utility systems. The Sub-Committee meets multiple times a year, giving staff the opportunity to present key issues facing each utility prior to bringing recommended actions to the full City Council for approval. Discussion topics include long term repair and replacement plans, changes in regulatory requirements, and utility rates.

Water Distribution System

The City purchases all of its drinking water (also called potable water) from the San Francisco Public Utilities Commission (SFPUC) through 13 metered connections to the San Francisco Regional Water System. The City has an agreement with the SFPUC for a perpetual supply of drinking water in the amount of 10.93 million gallons per day (MGD), or 12,243 acre-feet per year. The water system is comprised of 260 miles of water distribution and transmission pipelines, ten pump stations, 60 dedicated water sampling stations, 13 water storage tanks with a capacity of 22 million gallons. It serves about 89,000 residents in Redwood City and portions of the Town of Woodside, City of San Carlos, and unincorporated San Mateo County through roughly 24,000 service connections. The Potable Water System falls under the regulatory oversight to the California State Water Resources Control Board, Division of Drinking Water, and is subject to regulations from the United States Environmental Protection Agency (USEPA), under the provisions of the Safe Drinking Water Act

The City conducts long-range planning for the Water System through two foundational documents the 1) Urban Water Management Plan (UWMP) and the 2) Water System Master Plan. The UWMP addresses the City's historical and projected water demands, water supplies, water supply reliability, water shortage contingency planning, and demand management programs. The 2020 UWMP, adopted in June 2021, forecasts water supply and demand and population and employment growth over a 25-year horizon through 2045. In its development, the UWMP references and incorporates information from other planning documents such as the Redwood City General Plan, and the Water System Master Plan.

The Water System Master Plan (WSMP) identifies strategies for maintaining and improving water system service levels for the community aligned with Level of Service (LOS) Goals. These goals include: 1) maintain reliable customer service; 2) protect public health and operator safety; and 3) provide cost-effective projects. These LOS Goals guide capital expenditures for the system and chart a course for future updates to water rates and connection fees needed to support the water system. Given that Redwood City has developed over more than 150 years, roughly 40% of the City's water infrastructure was originally installed between 1903 and 1950, and regular investments are needed to ensure residents have reliable water service. The WSMP includes a seismic vulnerability assessment with plans to retrofit water system facilities for resiliency during an earthquake systematically.

One major accomplishment for the Water Distribution System is the nearly completed California Water Tank and Pump Station, which initiated start-up and testing procedures earlier this month. The new facility represents many years of design, permitting, and construction activities for CDT and PWS. It will improve the reliability of the City's Water Distribution System and increase fire protection capability by adding 750,000 gallons of water storage and a versatile pump station to the City's water infrastructure.

Recycled Water System

Recycled water is an alternative water source that can safely replace potable water for a variety of non-potable services. Investment in recycled water has helped to reduce demands on the City's potable water supply significantly, and it currently accounts for 9% of the City's overall water demand. Silicon Valley Clean Water (SVCW) produces Redwood City's recycled water at the Radio Road wastewater treatment plant in Redwood Shores. The City's recycled water distribution system includes:

- Two 2.18-million-gallon storage tanks
- One distribution pump station
- 5 sample stations
- Approximately 19 miles of distribution pipelines

Regulatory oversight of recycled water is provided by the California State Water Resources Control Board, Division of Drinking Water, and the San Francisco Regional Water Quality Control Board.

Customers of the Recycled Water System include 171 irrigation users, 13 commercial/industrial users, and seven dual plumbed users. Dual plumbing refers to customers utilizing recycled water for approved indoor uses such as toilet flushing and trap primers which prevent sewer gases from entering buildings through floor drains. Current dual plumbed customers include Oracle D-Tech High School, the Stanford in Redwood City campus, and Kaiser Medical Office Building #2. In 2020, the City served approximately 269 million gallons of recycled water to irrigation, industrial, and dual plumbed customers.

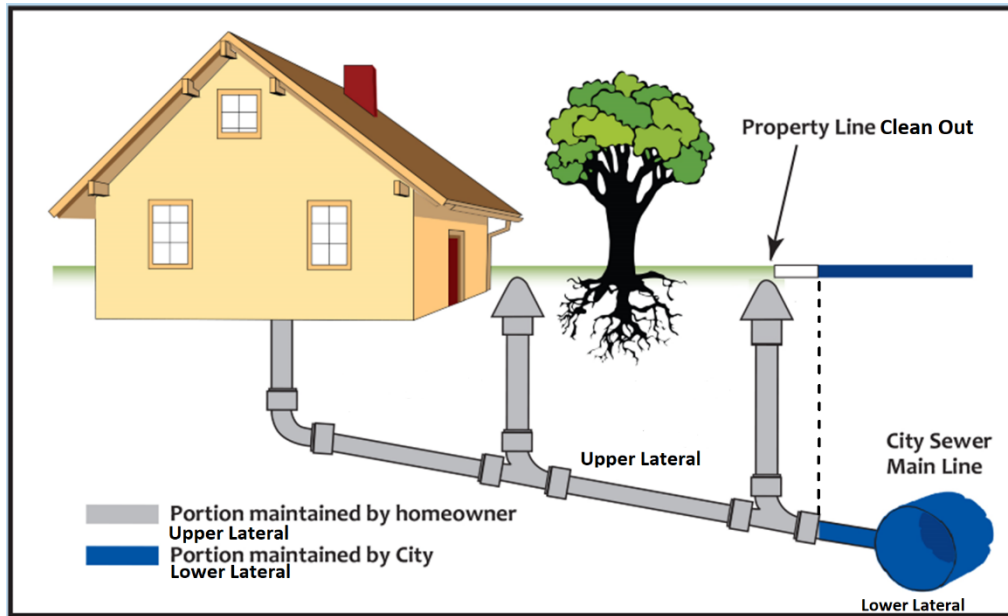
In 2002 the City completed a feasibility study for the use of recycled water that formed the basis for the Recycled Water System we have today. The study also identified irrigation, industrial, and dual plumbed opportunities for recycled water in Redwood Shores, the Greater Bayfront area around Seaport Boulevard, and Central Redwood City west of US 101. By 2011 the recycled water system in Redwood Shores and the Greater Bayfront areas representing Phase 1 of the project had been completed. The City began planning for the expansion of Phase 2 into Central Redwood City. The feasibility study was updated in 2012 and included an updated market assessment. This assessment identifies potable water uses and potential recycled water demands in Redwood City that can be economically and practically converted to use recycled water. The evaluation also identifies pipe alignments for the Phase 2 expansion of the Recycled Water system.

In 2016 the City completed Phase 2A of the project, which brought much-needed recycled water west of Highway 101 to serve Redwood City's Downtown area near Kaiser Hospital. In 2019 and 2020, the City completed two critical recycled water pipeline extensions at the Stanford in RWC campus and Kaiser Medical Office Building #2.

Sewer Collection System

The City's sewer collection system is comprised of about 184 miles of main sewer pipe. Wastewater is primarily conveyed to the Silicon Valley Clean Water (SVCW) treatment plant through gravity flow. City staff inspects and maintains the sewer system and performs preventive maintenance cleaning and repairs to ensure uninterrupted flow to the treatment plant. The City maintains and repairs approximately 109 miles of lower laterals, spanning from the property line to the sewer main in the street. This is a higher level of service than many other cities and sewer districts provide; frequently, agencies require property

owners to maintain the entire length of the sewer lateral. Staff also provide maintenance services when potential blockages are identified on the lower lateral. A sewer clean-out must be available at the property line for City staff to access the lower lateral for service.



The City has cost-share agreements with six tributary sewer maintenance districts. The County of San Mateo manages five of these while the Town of Woodside administers the sixth. The agreements allow sewage to flow through the City's collection system for treatment at SVCW. The City's sewer conveyance system is primarily gravity except for flows coming from the Port of Redwood City and Redwood Shores. Due to these areas' flat, near sea level terrain, staff uses thirty-one sewer pump stations to support sewage flows. A majority of the sewer pump stations are located in Redwood Shores. Regulatory Oversight for the Sewer Collection System is provided by the California State Water Resources Control Board.

The City has a Sanitary Sewer Master Plan, which assesses the capacity of the City's sanitary sewer system to handle both existing and future wastewater flows. The Master Plan was originally completed in 2008, with a minor update prepared in 2013. Another update is being drafted this year. This most recent update will include the significant development the City has recently experienced, particularly in the downtown area. The City has also implemented proactive programs for flow monitoring, sewer inspection, sewer rehabilitation, and replacement to address extraneous stormwater and groundwater from entering the sanitary sewer system (commonly referred to as infiltration and inflow) and structural deficiencies in the system. The City has completed a number of the capacity improvement projects recommended in the previous master plans, but capacity deficiencies remain. Additional redevelopment is projected in the future, which will further increase wastewater flows and may create additional capacity constraints.

The Sewer Master Plan also supports the City in meeting the requirement of preparing a System Evaluation and Capacity Assurance Plan (SECAP) as part of its Sewer System Management Plan (SSMP). The SSMP addresses the overall management, operation, and maintenance of the sewer system and is

required for all sewer system agencies under the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems adopted in 2006 by the State Water Resources Control Board.

Storm Drainage System and Lagoons

The City's stormwater drainage system includes:

- 17 stormwater pump stations
- Ten miles creek in the various branches of Redwood Creek
- About 4,000 drain inlets
- Over 100 miles of stormwater pipelines

The City also maintains the Bayfront Canal, which is adjacent to the Cargill Salt Ponds and the properties along East Bayshore Road between Douglas Court and Marsh Road, and Cordilleras Creek under three bridge crossings bordering Redwood City and San Carlos. Installed within 421 drain inlets are trash capture devices that prevent trash from entering the storm system and meet trash reduction requirements as set by the Municipal Regional Permit (MRP) for the Bay Area. The City also maintains 280 acres of lagoons and 6.8 miles levees in Redwood Shores. Staff monitors water quality in the Redwood Shores Lagoon monthly and oversees routine vegetation control. The stormwater facilities convey all stormwater flows throughout Redwood City to the San Francisco Bay.

The MRP also requires the City to perform stormwater business inspections each year for over 1,000 Redwood City businesses that meet inspection requirements. These business inspections promote good housekeeping techniques and educate business owners about the importance of only having stormwater entering the system, which flows to our creeks and ultimately San Francisco Bay.

The San Francisco Regional Water Quality Control Board provides regulatory oversight for the Stormwater System through the MRP. The City must also acquire permits for many stormwater maintenance activities and capital improvement projects from various State and Federal agencies, including; the California Department of Fish and Wildlife, the US Army Corps of Engineers, and State and Regional Water Boards.

The MRP serves as a foundational document for the management and operation of the Stormwater drainage system, and establishes prohibitions on discharges to waters of the State to maintain its beneficial uses.

ANALYSIS

Water Distribution System

Over the past ten years, the City has made significant progress with implementing the Water System Master Plan. Some achievements are highlighted below:

- Replaced roughly 10 miles of aging and undersized water distribution pipelines
- Improved seismic reliability and fire flow capacity

- Rehabilitated two pump stations
- Anchored electrical equipment at all pump stations
- Seismically retrofitted eight storage tanks
- Reinforced water pipes on Redwood Shores bridges
- Completed seismic improvements on the Redwood Shores Transmission main

One major accomplishment for the Water Distribution System is the nearly completed California Water Tank and Pump Station, which began start up and testing procedures earlier this month. This new facility represents many years of planning, design, permitting, and construction activities for CDT and PWS and includes 750,000 gallons of water storage and a versatile pump station providing added reliability and fire protection to the community.

The City continues to progress with the objectives identified in the WSMP, which includes additional seismic upgrades to water system facilities. Last month the City Council approved a contract with a structural engineer to design the remaining highest priority seismic improvements and an update to the seismic vulnerability assessment included in the WSMP. Replacement of the water distribution pipelines is a continuous effort critical for the prolonged reliability of the water system. The primary challenge for this effort is the funding needed to design and construct the facilities in the face of increased construction costs.

The WSMP identified the need for 6 million gallons of potable water storage near the downtown area. This measure aims to ensure the highest level of disaster preparedness if the City temporarily loses water supply from the SFPUC. The City currently has sufficient storage for this area. However, it must be supplied through long distribution pipelines, which could reduce the availability of water to the downtown area if damaged during a disaster. The City has been allocating funding for a downtown storage facility and collecting funding contributions from new development projects. One of the most significant challenges is to acquire a location for these facilities.

The 2020 Urban Water Management Plan plans for the long-term reliability of our water supplies. Based on our historical and projected demands and growth, it determines that the City has sufficient supplies of water during non-drought years. However, Redwood City's supply reliability relies mainly on the SFPUC Regional Water System (RWS). The SFPUC has committed, among other things, to meeting the retail and wholesale customers' average annual water demand during non-drought years. They have also committed to meeting dry-year delivery needs while limiting rationing to a maximum 20% system-wide reduction in water service during extended droughts. However, several potential constraints have been identified on the future supply availability of the SFPUC RWS. One of the critical factors is the adoption of the 2018 Bay-Delta Plan Amendment by the California State Water Resources Control Board (SWRCB).

The Bay-Delta Plan establishes water quality objectives for maintaining the health of the Bay Delta ecosystem, which includes increasing water flows in the Tuolumne River. The Tuolumne River accounts for 85% of the SFPUC RWS supply. If implemented, the SFPUC anticipates sufficient supply to meet projected water demands in standard years but would experience significant supply shortages in single and multiple dry years. These shortages would impact Redwood City's water supply from the SFPUC in dry years resulting in estimated shortfalls between 36% and 54%. The Urban Water Management Plan outlines several strategies for addressing this shortfall. The SWRCB has stated that it intends to implement the Bay-Delta Plan Amendment by the year 2022. Currently, the Bay-Delta Plan is facing several lawsuits, which makes the likelihood of implementation less certain. In addition, SWRCB continues negotiating with water rights holders, including the SFPUC, to find a middle ground.

To address projected shortfalls, the SFPUC is evaluating options for new water supplies through an Alternative Water Supply Program including; storage expansion, potable and non-potable water reuse, groundwater banking, water transfers, and desalination. Redwood City partners with SFPUC, among others, on one of these projects called Crystal Springs Purified Water (also known as the Potable Reuse Exploratory Plan).

Hotter and drier weather may lead to an increased demand in landscape irrigation. The UWMP includes an assessment of the sensitivity of the City's water demand to weather and incorporates predicted weather and climate change data into water demand projections. These projections are based on data published by the International Panel on Climate Change (IPCC) and the California's Fourth Climate Change Assessment San Francisco Bay Area Summary Report (Ackerly et al., 2018). In addition to supporting recycled water use, Redwood City promotes efficient outdoor water use and native gardening practices through several water conservation programs.

- Lawn Be Gone! Turf Replacement Rebate
- Smart Irrigation Controller Rebate
- Irrigation Equipment Rebate
- Smart Home Water Monitor Rebate
- Landscape Education Classes

The SFPUC is expected to release a report later this year which assesses the vulnerability of our water supply due to climate change, and is planning a public workshop in late October on the topic.

Recycled Water System

Expansion of the Recycled Water system continues with two major recycled water pipeline extensions on the horizon. These extensions will be for the Broadway Plaza and South Main Mixed-Use (Greystar-5) projects. The Broadway Plaza main extension construction is 90% complete. The Greystar-5 recycled water pipeline extension project is currently at 75% of design and construction is anticipated in late 2022. Combined, these projects will save approximately 62 million gallons of drinking water per year by utilizing recycled water for toilet flushing and irrigation. Additionally, these pipe alignments will enable the City to connect other existing and newly developed properties to recycled water, further reducing demands on the potable water system.

In the past, recycled water uses were primarily for irrigation, requiring inherently less reliability than dual plumbed uses. As the City expands recycled water indoors for toilet flushing and other non-potable services, it is critical to have a reliable recycled water distribution system. As more dual-plumbed customers are connected for recycled water use indoors, redundant storage and pumping facilities are needed to serve the greater Redwood City area, including downtown. The Recycled Water Feasibility Study identified this need by proposing a second recycled water storage tank and pump station facility in the Greater Bayfront Area. Initial funding for this project is allocated through the FY 2021-22 CIP; however, like the potable water system, the more significant challenge is acquiring a location for these facilities.

Sewer Collection System

The sanitary sewer collection system is systematically upgraded through the Sewer Replacement Program, replacing ten to fifteen thousand linear feet of sewer pipes annually. CCTV inspections are also performed annually to understand the condition of the sewer collection system pipelines and evaluated to prioritize pipeline replacements. In conjunction with CCTV inspections, flow monitoring is used to determine system areas that may be susceptible to inflow and infiltration of groundwater and stormwater. It is essential to monitor for these factors as they may contribute to excess flows in the sanitary sewer collection system and reduce the capacity for wastewater flows. Flow capacity has also been evaluated to determine areas of the collection system which may need to be upsized to meet future development flows and requirements. In addition, capital improvements to sewer pipelines, the City rehabilitates one to two of its 31 sewer pump stations each year. The rehabilitation replaces aging pumps, electrical equipment, and programmable logic controllers and improves the station's aesthetics.

In the past five years, one major project saw the addition of a sewer flow interceptor and a 60-inch pipeline parallel to an existing 48-inch pipeline crossing under Highway 101. This project added critical redundancy for the sewer collection system. Nearly all sewage flow from the City passes through this point before entering the regional conveyance system operated by SVCW.

Perhaps the most significant challenge for the sewer system is not from implementing the City's capital improvement or growth of our community but instead comes from the ongoing reconstruction of the SVCW treatment plan. This project is expected to cost upwards of \$900 million. The City is contractually obligated to pay for roughly 50% of this cost. This responsibility was a primary factor for sewer rate increases in the recent past Staff anticipates this will remain a significant contributor to rate increases in the future as well.

Storm Drainage System and Lagoons

The condition of the concrete-lined creeks was assessed in 2012 by BKF Engineers and again in 2019 by City staff. Some areas have been replaced, including 537 linear feet of concrete wall. In 2019 the City Council adopted the 2017-18 Redwood Creek Wall Improvement Project, which replaced another 271 linear feet of concrete base slab. The Bayfront Canal and Atherton Channel Flood Improvement and Habitat Restoration Project is a significant collaboration currently underway with adjacent agencies, including the San Mateo County Flood and Sea Level Rise Resiliency District. The project will divert stormwater to the Don Edwards National Wildlife Refuge during high tides to mitigate flooding in neighborhoods near the Bayfront Canal and Atherton Channel.

To further reduce the impacts of climate change that may cause increased stormwater run-off and flooding, the City and developers continue to install new green infrastructure. At the scale of a city or county, green infrastructure refers to the patchwork of natural areas that provide habitats, flood protection, cleaner air, and cleaner water for the environment. These benefits are realized by the absorption and storage of stormwater throughout the City rather than flowing to our creeks and the Bay.

Stormwater pump stations are maintained monthly, but rehabilitation and replacement of pumps can incur high costs. Capital projects are developed based on available funding. The City received notice of an award of federal grant funding in August 2021 in the amount of \$809,000 for the design of improvements to the Bradford Stormwater Pump Station. The cost to take the project through planning, design, and environmental clearance is estimated to cost \$1.1 million. The project's objective is to increase the existing pump station to handle the stormwater flows during a 100-year storm event.

The Redwood Shores Lagoon is maintained and operated to ensure stormwater capacity during the winter months. PWS is currently working on a comprehensive update to a lagoon management plan initially completed in 2003. The updated plan will guide staff in the best practices and help to ensure the City meets water quality objectives set forth by the San Francisco Regional Water Quality Control Board. It will also help staff maintain a healthy ecosystem for aquatic life and create optimal aesthetic conditions for the community. Water quality parameters and objectives are currently being met; however, sediment build-up has been identified in localized areas that will require dredging. Dredging has been performed in the past, but routine small-scale dredging performed annually is a best practice that could pay dividends to an improved lagoon ecosystem. In recent years staff have observed an increase in the need for algae management activities due to warmer weather experienced in late winter and early spring. This may be attributable to the overall effects of climate change. To support this effort, the Redwood Shores Maintenance Fund accounts for funds collected from property owners in the Redwood Shores area for the maintenance and improvements of water channels and infrastructure. However, unlike the other utilities the City operates which have self-supporting enterprise funds, the Stormwater Drainage System does not have a dedicated funding source. It competes with other priorities from the City's General Fund.

FISCAL IMPACT

The City's water and sewer utilities are City enterprises, with all operating and capital costs accounted for in designated funds. Rate payers pay for all operations and maintenance costs for these utilities such as system maintenance and upgrades, inspection, repairs and rehabilitation. Wastewater treatment and disposal costs and debt service payments are also funded through the sewer enterprise fund. Recycled water costs are built into the City's water rates. The City's Stormwater Drainage System does not have a dedicated funding source for capital improvement and competes for resources from the General Fund. The City may explore creation of an enterprise fund with dedicated funding. Impact fees charged for new developments are used to facilitate utility system upgrades at project locations.

In managing utility rates, the City Council has sought to avoid sharp cost increases for customers while also ensuring that necessary operations and maintenance costs are funded. Rates generally increase yearly as operating costs increase and as long term capital projects are funded. Utility rate studies are conducted using outside consultants to assess cash flow projections and to make recommendations for rate increases. These recommendations are brought before the City Council for approval. Rates increases are generally proposed for multiple years at a time. The last set of sewer rates increases was approved by the City Council in 2018 and the final approved rate increase took effect on July 1, 2021. Similarly, water rates are historically assessed to keep pace with the cost increases of purchasing wholesale water from SFPUC, and the capital needs of the water enterprise. The last water rate increase took effect on July

1, 2018. Staff will be working with a consultant to prepare new cash flow projections and recommendations for potential rate increases during FY2021/22. The City has a utility billing system maintained jointly by the Administrative Services Department's Finance Division and PWS to bill customers for water and sewer services received from the City. PWS is primarily responsible for reading and maintaining water meters for billing. The Revenue Services Section of the Finance Division is responsible for generating bills and maintaining customer accounts. The City is considering collecting sewer rates through property tax bills to reduce the administrative costs associated with sewer billing. The City Council has asked staff to conduct additional research and community engagement on this approach during Fiscal Year 2021-22.

The City also offers a Water and Sewer Rate Assistance Program (WSRAP) through the utility billing system. The WSRAP has been available since 2017 and provides a discount for water and sewer utility charges for qualifying low-income customers as a credit on their bill. This program is funded through late fees paid by other customers; the City must charge customers for the cost of their service and cannot require some customers to directly subsidize the cost of other customers as part of the rate structure. The City Council's Utilities Sub-Committee has asked staff to assess opportunities to increase rate assistance to customers, including to solid waste customers and this will be studied further this year.

During the COVID-19 pandemic, the City Council has approved waiving all late fees and penalties for unpaid utility charges through December 2021 and providing a 3% credit to all water and sewer bills generated between July 2020 and October 2020. The City is also developing a new utility bill forgiveness program to help customers impacted by the pandemic with their unpaid utility bills. The local program is in addition to a statewide utility bill relief program the City is also promoting. Staff plans to have the City's program available before the end of this year.

When properties in Redwood City are redeveloped, or land is initially developed, staff evaluates whether the development activity will increase burdens on the water, sewer, or stormwater utilities. If the new development has a net increase on utility systems, the development pays fees to address this impact. Typically, significant developments pay both connection and impact fees, and may also be required to install new utilities on their property. Existing ratepayers are not expected to absorb the cost of expanding the system to address development needs.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

Council may provide feedback to staff during this study session regarding the long-range utility plans the City has in place.

ATTACHMENTS

None

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STAFF REPORT

To the Honorable Mayor and City Council From the City Manager

DATE: October 11, 2021

SUBJECT

Waive first reading and introduce an ordinance amending Chapter 8 of the Redwood City Municipal Code incorporating shared micromobility services in Redwood City and adopt, contingent on the adoption of the ordinance amending Chapter 8, the resolution adopting certain fees for shared micromobility services

RECOMMENDATION

1. Hold a public hearing;
2. Waive first reading and introduce an ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from “Bicycles” to “Micromobility Devices and Operations” and adding Article IV incorporating shared micromobility services in Redwood City; and
3. Adopt a resolution adopting certain fees for shared micromobility services contingent on the adoption of the ordinance amending Chapter 8 of the Redwood City Municipal Code.

STRATEGIC PLAN GUIDING PRINCIPLE

Transportation

BACKGROUND

At its September 13, 2021 meeting, the City Council held a study session on shared micromobility services in Redwood City. The study session introduced and summarized subjects and requirements proposed for the shared micromobility ordinance and its implementing administrative regulations. Following a presentation by staff and discussion by City Council members, the City Council directed staff to move forward with the ordinance proposal for shared micromobility services.

Shared micromobility services refers to a system in which bicycles and scooters are made available for public shared use to individuals on a short-term basis for a fee. RWCmoves, the citywide transportation

plan, was developed with the goal to provide seamless connections, to embrace innovation, to manage congestion, and to support a resilient, equitable, and sustainable transportation system. Shared micromobility systems typically provide first and last mile connections to destinations and offer an alternative mode of transportation for short trips within the city. Shared micromobility operators may offer discounted services to underserved communities to accommodate transportation needs of all community members.

In the past several years, with emerging technology and the arrival of various micromobility transportation devices, many cities started exploring shared micromobility as a new transportation option. After a few years of operation and testing of shared micromobility options, many cities decided to regulate shared micromobility operators to better align their operations with program goals.

Assembly Bill (AB) 1286 (2020) (shared mobility devices: agreements) was developed and approved in California to help local agencies achieve this goal. On September 18, 2020, Governor Newsom approved AB 1286. AB 1286 requires that shared micromobility operators enter into an agreement with, or obtain a permit from, the city or county with jurisdiction over their service area. AB 1286 also requires that:

- 1) Shared micromobility operators must maintain a specified amount of commercial general liability insurance, and
- 2) A city that authorizes a shared micromobility device operator within its jurisdiction on or after January 1, 2021, must adopt operation, parking, and maintenance rules regarding the use of the shared micromobility devices.

AB 1286 requires that in order to operate within Redwood City, shared micromobility operators must obtain a permit from the City prior to operation. The permit would be subject to the ordinance adopted by the City Council.

Currently, Chapter 8 of the Municipal Code only covers the operation of bicycles. Staff is proposing amendments to Chapter 8 to meet the state requirements for permitting the operation of shared micromobility services and also to set basic regulations to better manage it. Staff is also proposing new sets of administrative regulations, to be authorized by the City Manager, and fees to manage and enforce the shared micromobility services and offset the costs incurred by the City to issue permits and run the program.

Establishing a new ordinance and administrative regulations for shared micromobility services is consistent with the City Council's adopted Strategic Priority of Transportation as it supports creating policies and infrastructure that promote zero emission trips.

ANALYSIS

Amendments to Municipal Code of Redwood City - Chapter 8

The proposed changes to Chapter 8 of the Municipal Code of Redwood City would reduce potential conflicts between shared micromobility devices and pedestrian ways, emergency services, driveways, doorways, and access to businesses. The ordinance, through administrative regulations, would prohibit

illegal parking of shared micromobility devices and reduce nuisances caused by unsafe riders’ behavior such as speeding with shared micromobility devices or riding at prohibited zones like Caltrain platforms. It also regulates use of the public right-of-way and gives flexibility to the City Manager to modify the administrative regulations and permitting process according to community needs, program performance, or changes to state or federal laws.

The proposed ordinance contains regulations regarding:

- Safe operation of shared micromobility devices on public or private property. The ordinance authorizes the City Manager to establish administrative rules, regulations and procedures to implement the requirements and fulfill the policies of shared micromobility services.
- Shared micromobility operators’ responsibility to comply with local, state, and federal regulations regarding device and rider safety, parking, etc.
- Application fees to offset the cost of staff administrative time
- Fleet expansion if an operator wants to expand their fleet size beyond what is approved by the City
- Enforcement process if the operator fails to follow the ordinance and/or the administrative regulations

Staff is proposing to rename the Chapter 8 from “Bicycles” to “Micromobility Devices and Operation” and adding Article IV “Shared Micromobility Services” to the Chapter. The proposed ordinance is included in Attachment A.

Proposed Fees

Staff has completed a fee study, which studied examples from other jurisdictions, and conducted outreach to two shared micromobility operators to develop a schedule of fees for shared micromobility operation. The proposed program-related fees are listed in Table 1:

| Table 1: Proposed Shared Micromobility Services Fees | | | |
|--|--------------------|-------------------|---|
| Item | Refundable? | Fee Amount | Payment schedule |
| Application Fee (first time permit, permit renewal, fleet expansion) | No | \$2,000 | Due at the time of issuing, renewing or amending permit |
| Per-ride Fee | No | \$0.15 | Quarterly |
| Public Property Repair and Maintenance Fee | Yes | \$5,000 | Due at the time of issuing permit |
| Impoundment fee | No | \$99 | Hourly (per staff) |

The proposed fees reflect the anticipated actual cost of providing City staff services to shared micromobility operators. The application fee and per-ride fee will cover the cost of staff time spent reviewing and processing an application and the permit, and also on managing the day-to-day operation and enforcement of the program. Primary responsibility for education and marketing falls to vendors who are authorized to operate in the city. If amplifying this information through the City’s social media

channels requires significant staff time, this cost could be added to future fee updates. The refundable public property repair and maintenance fee is proposed to cover the repair or maintenance of the public property costs which are incurred by the City after the operator discontinues service in Redwood City.

Staff is proposing to conduct an annual review of fees and costs to determine if the collected fees are covering all costs associated with the program and recommends the City Council make modifications to the fees if needed. The draft resolution for shared micromobility fees is included in Attachment B.

Administrative Regulations

Administrative regulations provide operators with regulatory parameters in which to operate. The proposed administrative regulations:

- Set a minimum fleet size to ensure any launched program could make an impact on changing the mode share and addressing the mobility needs of the potential riders.
- Set a maximum fleet size to avoid overcrowded shared micromobility devices on public rights-of-way.
- Set maintenance and safety inspection requirements to ensure all devices are in good working order.
- Require permitted shared micromobility operators to rebalance and redistribute their fleet on a regular basis to ensure availability throughout a service area or during specific times of the day and also to collect their devices from areas where they are not authorized to operate.
- Require permitted shared micromobility operators to follow the latest Code of Federal Regulations (CFR) for device safety requirements and California Vehicle Code (CVC) regulations for speed limits of devices in use. The CFR and CVC change regularly to address safety issues related to micromobility devices. Per California Vehicle Code section 22411, motorized scooters shall be restricted to a maximum speed of 15 miles per hour. Also, Per California Vehicle Code, Section 312.5, Class I and II motorized bicycles shall be restricted to a maximum speed of 20 miles per hour. The proposed administrative regulations prohibit operators from deploying Class III motorized bicycles in Redwood City. Class III motorized bicycles have higher speeds.
- Require permitted shared micromobility operators to equip their devices with GPS (Global Positioning System) and Geofencing technology to send notifications to the riders and to prevent shared micromobility devices entering a defined permanent or short-term boundary, such as Courthouse Square on event days. Geofencing refers to a system that creates a virtual geographic boundary.
- Require permitted shared micromobility operators to provide inclusive and equitable services such as multiple payment options and bilingual user guide and educational programs to ensure the safety of all riders and road users; these are described further below.

Permitting

Staff developed a draft permit application for potential shared micromobility operators (applicants). The proposed permit application requires the information that is necessary for staff to determine if the shared micromobility service meets the City's mobility needs and goals and also complies with relevant codes and operational needs.

The proposed permit application requires that the shared micromobility operator sign a data sharing agreement with the City to make anonymized usage data such as usage per device per day, pick-up and drop-off areas, collisions, complaints, and vandalism locations available to the City. This data may be used by the City for future planning purposes, to understand the market demand, and to identify areas that may need infrastructure improvements or targeted outreach.

Equity Considerations

In order to make the shared micromobility services available to all community members, the proposed administrative regulations require all permitted shared micromobility operators to:

- Provide payment options to users who don't have access to a credit card or a bank account to pay with cash or any other available method.
- Provide activation with text message options to users who don't have access to a smartphone.
- Provide bilingual community outreach and education materials (in English and Spanish).
- Provide options on their website and mobile application to make the service accessible to persons with disabilities and compatible with screen readers.
- Provide a 24-hour, toll-free customer service number, attached to all micromobility devices.

Also, the permit application requires shared micromobility operators to include information about job creation for traditionally underserved community members and discounted pricing plans for low-income communities. Typically, discounted pricing is offered to users who participate in a federal or state assistance program.

FISCAL IMPACT

The proposed fees have been set to cover the cost of staff time spent administering and enforcing the program. The fees will be revisited annually to maintain a cost-neutral program.

ENVIRONMENTAL REVIEW

The Ordinance has been reviewed with respect to applicability of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). The implementation of this Ordinance is not a project under Section 15061(b)(3) because there is no possibility that administrative authorization of shared micromobility permits will have a significant effect on the environment. This Ordinance is also categorically exempt from the requirements of CEQA under Section 15301(c), Class 1, Existing Facilities because it consists of negligible or no expansion of the operation, repair, maintenance, permitting, or minor alteration of existing public streets, sidewalks, and similar facilities.

PUBLIC NOTICE

Public notification was achieved by posting a Public Hearing Notice in the San Mateo County Daily Journal newspaper on October 1 and October 6, 2021 and on the City website. Public Notification was also achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council could:

1. Not approve the shared micromobility services at this time and review again at a future date.
2. Direct staff to modify the proposed amendments to Chapter 8 of the Municipal Code and associated fees.

ATTACHMENTS

Attachment A – Proposed shared micromobility ordinance

Attachment B – Resolution for shared micromobility fees

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AMENDING CHAPTER 8 OF THE MUNICIPAL CODE OF REDWOOD CITY RENAMING THE CHAPTER FROM “BICYCLES” TO “MICROMOBILITY DEVICES AND OPERATIONS” AND ADDING ARTICLE IV (SHARED MICROMOBILITY SERVICES)

WHEREAS, Chapter 8 of the Municipal Code for the City of Redwood City (the “City”) sets forth standards related to bicycles; and

WHEREAS, California Assembly Bill (AB) 1286 (2020) (shared mobility devices: agreements) requires a shared micromobility operator to enter into an agreement with, or obtain a permit from, the city or county with jurisdiction over the area of use; and

WHEREAS, AB 1286 requires a city or county to adopt shared micromobility operation, parking, and maintenance rules before the shared micromobility operator may offer shared micromobility devices for rent or use; and

WHEREAS, the regulated and permitted operation of shared micromobility devices, which includes bicycles and scooters, is recognized as an alternative and efficient means of personal transportation; and

WHEREAS, the authorization of shared micromobility services in the City is consistent with the City’s goals of sustainability and reducing vehicle trips and traffic congestion; and

WHEREAS, it is in the City’s best interest to implement regulations regarding shared micromobility services to protect and enhance the quality of life for the City’s residents, visitors, employees, and for public health, safety, and general welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES ORDAIN AS FOLLOWS:

Section 1: The recitals set forth above are true and correct, and are hereby incorporated herein by this reference as if fully set forth in their entirety.

Section 2: The Ordinance has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 et seq.). The implementation of this Ordinance is not a project under Section 15061(b)(3) because there is no possibility that administrative authorization of shared micromobility permits will have a significant effect on the environment. This Ordinance is also categorically exempt from the requirements of CEQA under Section 15301(c), Class 1, Existing Facilities because it consists of negligible or no expansion of the operation, repair, maintenance, permitting, or minor alteration of existing public streets, sidewalks, and similar facilities.

Section 3: If any section, subsection, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion or sections of the ordinance. The City Council declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

Section 4: The title of Municipal Code of Redwood City Chapter 8 is hereby renamed from “Bicycles” to “Micromobility Devices and Operations.”

Section 5: Article IV is added to Chapter 8 by adding the text shown in Exhibit A, which is attached hereto and incorporated herein by reference.

Section 6: The City Clerk is directed to cause this Ordinance to be published in the manner required by law.

Section 7: This Ordinance shall go into effect 30 days following its adoption.

* * *

EXHIBIT A

[Article IV is added to the renamed Redwood City Code Chapter 8 (Micromobility Devices and Operations) to read as follows]

ARTICLE IV. SHARED MICROMOBILITY SERVICES

Section 8.20. Purpose

The purpose of this Article is to establish regulations governing shared micromobility services to promote the general health, safety, and welfare of the residents of the City by:

- A. Encouraging active transportation;
- B. Providing adequate multi-modal transportation options to meet the needs of residents, workers, and visitors;
- C. Reducing the potential for bicycles and scooters to block or interfere with pedestrian and emergency service use; and
- D. Protecting the public right-of-way from uncontrolled, unmanaged encroachment.

Section 8.21. Definitions

For the purpose of this Article, the following words and phrases shall have the meaning respectively ascribed thereto.

- A. "Department" means Community Development and Transportation Department.
- B. "Director" means Director of the Community Development and Transportation Department or their designee.
- C. "Public property repair and maintenance fee" means a refundable fee that is collected from shared micromobility operators during the permit process to reimburse the cost of potential damage to public right-of-way.
- D. "Rider" means any person who rents a shared micromobility device for a trip, any part of which is located within the City of Redwood City.
- E. "Shared micromobility business" means a business owning, managing, and/or making available shared micromobility devices for a fee.
- F. "Shared micromobility device" means a device, including powered or non-powered bicycles and scooters, designed specifically for shared micromobility services and deployed by a shared micromobility operator. It does not include any assistive mobility devices used by persons with disabilities.

- G. “Shared micromobility fee per ride” means a non-refundable fee that each shared micromobility operator shall pay to the City per every ride on a shared micromobility device within the City.
- H. “Shared micromobility fleet” or “fleet” means all shared micromobility devices operated by a shared micromobility operator.
- I. “Shared micromobility fleet expansion fee” means a nonrefundable fee due at the time a shared micromobility operator submits the application.
- J. “Shared micromobility fleet expansion” means an increase in the number of shared micromobility devices operated by a shared micromobility operator in the City.
- K. “Shared micromobility fleet expansion permit” means a permit issued by the City to a shared micromobility operator to increase the number of shared micromobility devices to be operated in the City.
- L. “Shared micromobility impoundment fee” means the hourly fee of the city employees, or city contractors, responsible for impounding the shared micromobility devices.
- M. “Shared micromobility operator” means a person or an entity, including the entity’s employees, contractors, and agents that has been issued a shared micromobility permit for the operation of shared micromobility services.
- N. “Shared micromobility permit” means a permit issued by the City to a shared micromobility operator to conduct business under shared micromobility services.
- O. “Shared micromobility application fee” means a nonrefundable fee due at the time a shared micromobility operator submits the application.
- P. “Shared micromobility permit renewal fee” means a nonrefundable fee a shared micromobility operator submits at the time an application for renewal is submitted.
- Q. “Shared micromobility services” means a system in which a shared micromobility operator makes available bicycles and scooters for use to persons on a short-term basis for a fee.
- R. “Shared micromobility administrative regulations” means any administrative rules, regulations and procedures promulgated by the City Manager to implement the requirements and fulfill the policies of this Article.

Section 8.22. Shared Micromobility Permit

- A. It is unlawful to operate a shared micromobility business in the City without obtaining a shared micromobility permit from the City. The issuance of a shared micromobility permit will be discretionary. In addition, a shared micromobility operator is required to obtain a business license and other necessary permits separately.
- B. Shared micromobility operators must comply with this Article and the shared micromobility administrative regulations established by the City Manager. The City Manager may adopt additional administrative procedures to implement the provisions of this Article, including additional permit application standards, and requirements.

Section 8.23. Application for a Shared Micromobility Permit; Issuance

- A. **Application.** An application for a shared micromobility permit shall be filed with the Department on a form prescribed by the Director consistent with the shared micromobility administrative regulations.
- B. **Issuance.**
 - 1. The City will only issue shared micromobility permits to shared micromobility businesses that demonstrate the ability to meet the needs of the City and its residents by providing service at high-demand locations, laying out an operation plan that maintains a sustainable service, and providing inclusive and adequate means of communication with the public.
 - 2. The City will not issue a shared micromobility permit or shared micromobility fleet expansion permit pursuant to section 8.27 until the Director has:
 - a. Physically inspected the shared micromobility business's shared micromobility devices to ensure compliance with the City Code and the shared micromobility administrative regulations;
 - b. Determined that the proposed staging location of shared micromobility devices within the City complies with applicable zoning regulations and other applicable laws;
 - c. Determined that the shared micromobility business has paid the necessary fees; and
 - d. Determined that all requirements of the shared micromobility administrative regulations have been met.
 - 3. Shared micromobility businesses whose applications are denied may appeal the Director's decision in accordance with section 8.32.

Section 8.24. Term of Shared Micromobility Permits; Renewal

A shared micromobility permit is valid for one year from the date it is issued, unless suspended or revoked sooner. A shared micromobility permit may be renewed pursuant to section 8.26.

Section 8.25. Shared Micromobility Fees

- A. A shared micromobility operator shall be subject to the following fees:
 - 1. A shared micromobility application fee;
 - 2. A shared micromobility application renewal fee;
 - 3. A shared micromobility application fleet expansion fee;
 - 4. A shared micromobility fee per ride;
 - 5. A public property repair & maintenance fee; and
 - 6. A shared micromobility impoundment fee.

- B. The amounts of the fees described in this section shall be established by resolution of the City Council.

Section 8.26. Shared Micromobility Permit Renewal

- A. A renewal application shall be filed with the Department on a form prescribed by the Director consistent with the shared micromobility administrative regulations.

- B. Based on the overall performance of shared micromobility services and its impact to city streets, sidewalks, paths, driveways, doorways, and other avenues of vehicular and pedestrian traffic, the Director may limit the number of permits for shared micromobility operators.

- C. The application for renewal shall be accompanied by a nonrefundable shared micromobility renewal fee.

Section 8.27. Expansion of Shared Micromobility Fleet

- A. No shared micromobility operator shall expand its fleet beyond the total permitted amount until such expansion has been approved by the Director.

- B. An application to expand the shared micromobility operator's fleet beyond the total permitted amount shall be submitted to the Department consistent with the shared micromobility administrative regulations.

- C. The application for expansion of a fleet shall be accompanied by a nonrefundable shared micromobility fleet expansion fee.

Section 8.28. Compliance with Shared Micromobility Administrative Regulations and Other Applicable Laws

- A. Every shared micromobility operator shall comply with all the operation, parking, and maintenance requirements under the City's shared micromobility administrative regulations and with the California Vehicle Code and any other applicable laws and regulations.

- B. It is the responsibility of a shared micromobility operator to communicate all restrictions and regulations identified in the shared micromobility administrative regulations, including those regulating the speed and parking of shared micromobility devices, to their riders through their mobile application or other customer service channels.

Section 8.29. Unauthorized Operation of Shared Micromobility Services

- A. The City may impound a shared micromobility device that is displayed, offered, or made available for rent in the City by a shared micromobility business without a valid shared micromobility permit.
- B. The shared micromobility business shall collect the unauthorized shared micromobility devices within 24 hours after receiving notice from the City and shall notify the City within 24 hours after collecting all unauthorized shared micromobility devices. Otherwise, the shared micromobility business shall first reimburse the City for the costs of impoundment in order to collect the unauthorized shared micromobility devices.

Section 8.30. Defective Shared Micromobility Devices

A shared micromobility operator must remove any shared micromobility device from its fleet if the battery or motor on a shared micromobility device is determined by City to be unsafe for public use. The failure by the shared micromobility operator to remove these defective shared micromobility devices may result in a fine and/or revocation or suspension of the shared micromobility permit.

Section 8.31. Shared Micromobility Permit Revocation or Suspension

- A. The Director may suspend or revoke a shared micromobility permit for any of the following reasons:
 - 1. Failure to comply with the Redwood City Municipal Code, the shared micromobility administrative regulations, federal or state law, or any other applicable laws or regulations;
 - 2. Failure to pay any fines, penalties, fees or damages lawfully assessed upon it;
 - 3. A determination by the City that a shared micromobility device poses a risk to public health, safety or general welfare, or conflicts with the City's use of the public right-of-way;
 - 4. A breach of confidential data obtained from riders; or
 - 5. For other good and sufficient cause as determined by the Director.

- B. If a shared micromobility permit is revoked or suspended, the Director may require that the shared micromobility operator's fleet be removed from the City within 10 calendar days of the Director's decision. The shared micromobility operator must pay all costs associated with removal and storage of the shared micromobility devices, in addition to any applicable fines, fees, or other applicable penalties. If there is any damage to the public right-of-way, the cost to repair the damage will be deducted from the shared micromobility operator's public property and maintenance fee.
- C. If the Director determines that grounds for shared micromobility permit revocation or suspension exist, the Director shall furnish written notice of the proposed permit revocation or suspension. The notice shall be mailed, postage prepaid, addressed to the last known address of the shared micromobility operator and shall set forth the ground or grounds upon which the proposed revocation or suspension is based, the pertinent regulations, and a brief statement of the factual matters in support of the revocation or suspension. The shared micromobility operator may file an appeal within ten (10) calendar days of the date the decision was mailed and request a hearing. If the decision is appealed, the notice of hearing shall be sent by first-class mail to the applicant within ten (10) calendar days of filing a timely notice of appeal. At the hearing, all parties involved shall have a right to offer testimonial, documentary, and tangible evidence bearing on the issues.
- D. The Director shall render a written decision within ten (10) calendar days following the hearing date.
- E. The operator may appeal the decision of the Director in accordance with the procedures set forth in section 8.32.

Section 8.32. Appeals

A shared micromobility business or operator who wishes to appeal the decision of the Director regarding an action to deny, revoke or suspend a permit, may do so pursuant to the following procedures:

- A. An appeal may be made by filing a written request for appeal with the City Clerk's office within ten (10) calendar days of the date the decision was mailed. If no appeal is filed within this time period, then the decision of the Director shall become final and the shared micromobility operator shall be deemed to have waived all rights to appeal or another review. All requests for appeal shall include a statement of the basis for the appeal and the errors alleged to have occurred.
- B. The City Manager shall schedule a hearing on the appeal within ten (10) calendar days of filing a timely appeal. The notice of hearing shall be sent by first-class mail to the applicant within ten (10) calendar days of filing a timely notice of appeal.

- C. The City Manager shall review the written record and allow testimony to be given. After all verbal testimony has been reviewed, the City Manager shall render a written decision within ten (10) calendar days following the hearing date. The action of the City Manager shall be final and conclusive, subject only to applicable judicial review.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY ADOPTING CERTAIN FEES FOR SHARED MICROMOBILITY SERVICES

WHEREAS, the City Council of the City of Redwood City (the “City”) is empowered to impose reasonable fees, rates, and charges to offset the costs for municipal services; and

WHEREAS, California Assembly Bill (AB) 1286 (2020) (shared mobility devices: agreements) requires City to adopt shared micromobility operation, parking, and maintenance rules before authorizing shared micromobility operators to offer shared micromobility devices for rent or use; and

Whereas, on October 25, 2021, the City adopted the Ordinance amending the Redwood City Municipal Code Chapter 8 (“Shared Micromobility Services Ordinance”) to regulate shared micromobility services; and

WHEREAS, the Community Development and Transportation Department staff completed a Fee Study and conducted extensive analysis and outreach to shared micromobility operators to ensure that the proposed fees reflect the actual costs of providing services to the shared micromobility operators; and

WHEREAS, the amount of the proposed fees is no more than necessary to cover the City’s reasonable costs to process the applications for permits, provide the parking and other infrastructure needed for shared micromobility devices, monitor operations, perform investigations, inspection, and audits, and otherwise administer shared micromobility services; and

WHEREAS, the City of Redwood City Master Fee Schedule does not currently have fees associated with shared micromobility services; and

WHEREAS, in order to better achieve the City’s policy and cost recovery goals, the City Council deems it advisable and in the best interests of the City to adopt certain fees as set forth on Exhibit A, which is attached hereto and incorporated herein by reference (the “Proposed Fees”); and

WHEREAS, a duly-noticed public hearing was held by the City Council on October 11, 2021 regarding the adoption of Proposed Fees for shared micromobility services; and

WHEREAS, at least ten (10) days prior to the public hearing, the City made available to the public data indicating the amount of cost, or estimated cost, required to provide the services for which the Proposed Fees will be charged.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

Section 1. The above recitals are accurate, constitute findings in this matter, and are hereby incorporated into this reference.

Section 2. The amount of each of the Proposed Fees does not exceed the estimated amount of the reasonable costs required to provide the service for which the fee or service charge is levied.

Section 3. Commencing on July 1, 2022 and on July 1 of each fiscal year thereafter, the Proposed Fees shall be administratively revised and increased annually by a factor equal to the net change in average City salaries and benefits costs for that fiscal year. Such net change is measured by dividing the average budgeted City salary and benefit costs for the fiscal year in which the change is to become effective by the average budgeted City salary and benefit costs for the prior fiscal year. The average budgeted City salary and benefit costs for any fiscal year shall be determined by dividing the total budgeted salary and benefit costs by the expected total number of full-time equivalent employees for that fiscal year.

Section 4. The Proposed Fees are hereby approved and adopted.

Section 5. As the lead agency under CEQA, the City of Redwood City has determined that adoption of this Resolution does not constitute a project as defined by the CEQA Guidelines, because it has no potential for resulting in either a direct or a reasonably foreseeable indirect physical change in the environment.

Section 6. This resolution shall only take effect if and when the Shared Micromobility Services Ordinance becomes effective, and shall go into effect on the later of 60 days from the adoption of this resolution or the date such Ordinance is effective.

* * *

Exhibit A

Shared Micromobility Services Fee Schedule

| Proposed Shared Micromobility Services Fees | | | |
|---|--------------------|-------------------|---|
| <i>Item</i> | <i>Refundable?</i> | <i>Fee Amount</i> | <i>Payment schedule</i> |
| Application Fee (first time permit, permit renewal, fleet expansion) | No | \$2,000 | Due at the time of issuing, renewing or amending permit |
| Per-ride Fee | No | \$0.15 | Quarterly |
| Public Property Repair and Maintenance Fee | Yes | \$5,000 | Due at the time of issuing permit |
| Impoundment fee | No | \$99 | Hourly (per staff) |



**JOINT CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE AUTHORITY
REGULAR MEETING**

**October 11, 2021
6:00PM**





1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE – Mayor Howard



4. PRESENTATIONS/ACKNOWLEDGEMENTS

4.A. Proclamation recognizing Indigenous People's Day



4. PRESENTATIONS/ACKNOWLEDGEMENTS

4.B. Proclamation recognizing Children's Environmental Health Month



4. PRESENTATIONS/ACKNOWLEDGEMENTS

4.C. Presentation by All Home California

5. PUBLIC COMMENT

To maximize time for live public comment, we encourage members of the public to provide comments by joining the City Council meeting via Zoom.

For web: visit redwoodcity.zoom.us, select “Join” and enter Meeting ID **994 8182 5639**. Use the Raise Hand feature to request to speak. Rename your profile if you wish to remain anonymous.

For dial-in comments: Call *67 (669) 900-6833 (your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number), enter Meeting ID **994 8182 5639** and press *9 to request to speak, and *6 to unmute yourself when prompted to speak.

All public comments are subject to a **2-minute time limit** unless otherwise determined by the Mayor.

If you wish to submit written public comment, please send an email to the City Council at council@redwoodcity.org. Please indicate the corresponding agenda item # in the subject line of your email. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record, but will not be read during the Council meeting.

ATTENTION: If you are using Internet Explorer and are having difficulty viewing the live stream via the City’s website, please switch to Google Chrome.

To report any technical issues with the live stream, please email:

rwccavsupport@redwoodcity.org

*Please note that this is a reporting line only; no response will be provided



6. CONSENT CALENDAR

6.A. Investment Report for period ended June 30, 2021



Recommendation:

By motion, approve the City's Investment Report for the period ending June 30, 2021.



6. CONTINUED

6.B. Acceptance of the Hazard Mitigation Grant Award from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) to the City of Redwood City (City) for the Bradford Storm Drainage Pump Station Improvement Project and authorization to execute the agreement with Wood Rodgers, Inc.

Recommendation:

1. Adopt a resolution of the City Council of the City of Redwood City 1) accepting the FY21-22 Hazard Mitigation Grant Program Award of \$809,925 for a total project budget of \$1,079,900 from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (Cal OES) and authorizing the City Manager to execute the grant award agreement and related contract documents; and 2) increasing Capital Outlay Funds – Storm Water Pump Station Rehabilitation budgeted expenditures by \$269,975 and the Other Restricted Donations/Grants Fund budgeted revenues by \$809,925 and budgeted expenditures by \$809,925 to accommodate the FY21-22 Hazard Mitigation Grant Program Award from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (CalOES) and project implementation; and
2. By motion, approve and authorize the City Manager to execute the Agreement for Services for design and civil engineering consulting services of the Bradford Storm Drainage Pump Station Improvement Project with Wood Rodgers, Inc. of Sacramento in the amount of \$1,060,308, and authorize the City Manager or the City Manager's designees to increase the contract amount, if necessary, up to 10% of the amount awarded, not to exceed \$106,031.



CONSENT CALENDAR- Continued

6.C. Amendment No. 2 to Agreement with Metropolitan Planning Group, Inc. for historical preservation services

Recommendation:

By motion, approve and authorize the City Manager to execute Amendment No. 2 to Agreement with Metropolitan Planning Group, Inc. for a historic preservation consultant in the amount of \$50,000 for a total contract amount not to exceed \$200,000.



CONSENT CALENDAR- Continued

6.D. Accept annual report from the Redwood City Improvement Association (RCIA)

Recommendation:

Adopt a resolution accepting the annual report and financial statement for Fiscal Year 2019-2020 from the Redwood City Improvement Association and authorizing the Redwood City Improvement Association to implement the services identified in the Management District Plan.



CONSENT CALENDAR - Continued

6.E. Resolution accepting a donation of \$89,089 from the Redwood City Friends of the Library to support Library programs, events, and activities

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City 1) approving and accepting a donation of \$89,089 from the Friends of the Redwood City Public Library; and 2) increasing General Fund revenue and expenditure budgets by \$89,089 in the Library Department.



CONSENT CALENDAR - Continued

6.F. Resolution declaring the continued state of local emergency caused by the COVID-19 pandemic supporting continuation of remote meetings to preserve public health and safety

Recommendation:

Adopt a resolution of the City Council of the City of Redwood City declaring the continued state of local emergency caused by the COVID-19 pandemic and making findings on the need for the City Council and other City legislative bodies subject to the Ralph M. Brown Act to continue to teleconference in order to ensure the health and safety of the public.



CONSENT CALENDAR - Continued

6.G. Resolution approving the implementation of the SB 1383 Memorandum of Understanding with the South Bayside Waste Management Authority (MOU)

Recommendation:

Adopt a resolution approving the SB 1383 Memorandum of Understanding with the South Bayside Waste Management Authority (SBWMA) to allow SBWMA to perform SB 1383 related duties and responsibilities on behalf of SBWMA's member agencies, and authorizing the City Manager to execute said SB 1383 Memorandum of Understanding and make any minor, clarifying and conforming changes approved by the City Attorney.



CONSENT CALENDAR - Continued

6.H. Purchase of three 2022 Freightliner Dump Trucks

Recommendation:

By motion, approve and authorize the City Manager to execute an agreement to purchase three 2022 Freightliner Dump Trucks in the amount of \$400,636 from West-Mark Holdings, LLC of Ceres, CA.

CONSENT CALENDAR - Continued



6.I. Approve Minutes of September 27, 2021 City Council meeting

6.J. Approve claims and checks from October 11, 2021 - October 25, 2021 and the usual and necessary payments through October 25, 2021



7. STUDY SESSIONS

7.A. Study Session on long term planning for City water, sewer and storm drain utilities

Recommendation:

Receive an update on the long term planning related to the City's water, sewer and storm drain utilities and provide individual City Council member input. This is a study session and no formal action will occur at this meeting.

8. PUBLIC HEARINGS



8.A. Waive first reading and introduce an ordinance amending Chapter 8 of the Redwood City Municipal Code incorporating shared micromobility services in Redwood City and adopt, contingent on the adoption of the ordinance amending Chapter 8, the resolution adopting certain fees for shared micromobility services

Recommendation:

1. Hold a public hearing;
2. Waive first reading and introduce an ordinance amending Chapter 8 of the Redwood City Municipal Code renaming the Chapter from “Bicycles” to “Micromobility Devices and Operations” and adding Article IV incorporating shared micromobility services in Redwood City; and
3. Adopt a resolution adopting certain fees for shared micromobility services contingent on the adoption of the ordinance amending Chapter 8 of the Redwood City Municipal Code.



9. STAFF REPORTS - NONE



10. MATTERS OF COUNCIL INTEREST

10.A. City Council Member Reports from Regional Meetings and Conferences Attended

A. C/CAG, South Bayside Waste Management Authority (RethinkWaste) and Silicon Valley Clean Water Commission (Council Member Aguirre)

B. C/CAG Congestion Management & Environmental Quality (CMEQ) and LAFCo (Council Member Reddy)

10. MATTERS OF COUNCIL INTEREST



10.B. City Council Committee Reports

A. Governance Sub-Committee

B. Transportation / Mobility Sub-Committee

C. Harbor View Ad Hoc Committee

10.C. City Manager (Oral) Update

11. ADJOURNMENT - The next City Council meeting is scheduled for October 25, 2021



FUTURE COUNCIL MEETING DATES

- ✓ October 25, 2021 – Regular Meeting
- ✓ November 8, 2021 – Regular Meeting
- ✓ November 22, 2021– Regular Meeting

CITY OF REDWOOD CITY STRATEGIC INITIATIVES



HOUSING



TRANSPORTATION



GOVERNMENT
OPERATIONS



COMMUNITY
FOR ALL AGES



PUBLIC
SAFETY



COMMUNITY
BUILDING AND
COMMUNICATION



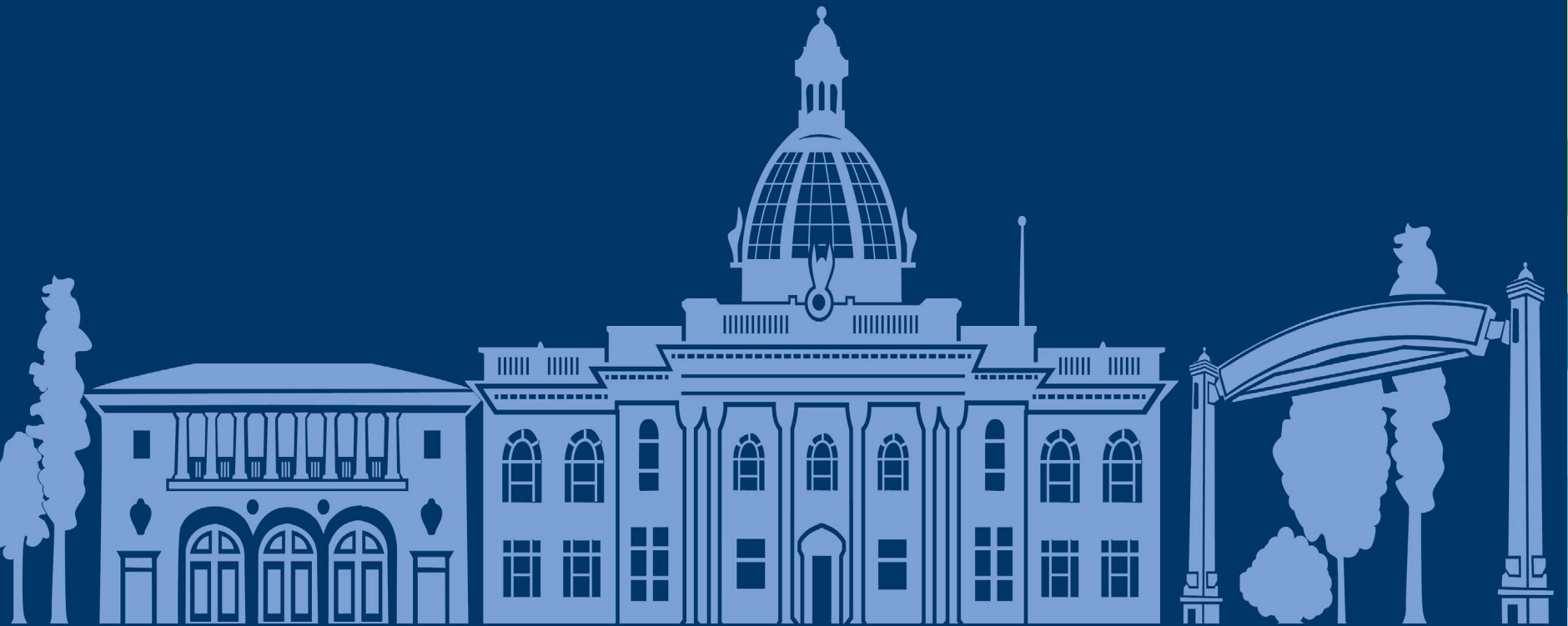
ECONOMIC
DEVELOPMENT





Neighborhood Associations

Connecting Neighbors & Building a Great Community Together



WWW.REDWOODCITY.ORG/NASIGNUP

CITY OFFERS ONLINE TOOLS TO ANSWER YOUR QUESTIONS!



Would you like to...

- ▶ Find a Downtown restaurant?
- ▶ Learn about City construction projects?
- ▶ Search the library's catalog?
- ▶ Locate community centers or parks?
- ▶ Apply for a job?

Go to www.redwoodcity.org for the answers!

REDWOOD CITY PUBLIC LIBRARY



The Redwood City Public Library offers many programs and services for all to enjoy!

The Redwood City Downtown Branch is located at 1044 Middlefield Road

You can also call to ask questions over the phone at 650-780-7026, or visit the library online, 24 hours a day, 7 days a week at

<http://www.redwoodcity.org/library>

SEND A SERVICE REQUEST WITH EASE

www.redwoodcity.org/myrwc



FREE and easy to use from Redwood City!



Your One-Stop
Redwood City
Resource



myRWC

The smart phone app that puts
Redwood City "at your fingertips!"

CONNECT & STAY INFORMED

www.redwoodcity.org/connect



**Be Informed. Stay Connected.
Join the Conversation.**

CONNECT WITH US!



Ways To Connect With Us



www.redwoodcity.org/myrwc



@RedwoodCityGov



@RedwoodCity



www.youtube.com/cityofredwoodcity



www.facebook.com/cityofredwoodcity



Nextdoor
Redwood City



@CityofRedwoodCity



Redwood City VOICE



www.downtownredwoodcity.org



www.redwoodcity.org

NEW DEVELOPMENT PROJECT WEBPAGE



www.redwoodcity.org/currentprojects

Learn more about development projects at various stages of review at the City's NEW development project webpage.

The screenshot shows the Redwood City website's "Current Projects" page. The header includes the city name "Redwood City CALIFORNIA" and the tagline "CLIMATE BEST BY GOVERNMENT TEST". A search bar is visible. The navigation menu includes "ABOUT THE CITY", "CITY HALL", "DEPARTMENTS", "RESIDENTS", "BUSINESS", and "I WANT TO...". The left sidebar lists various city services, with "CURRENT PROJECTS" expanded to show "Development Projects". The main content area is titled "DEVELOPMENT PROJECTS" and contains text about the review process and a link to an interactive map. Below this, there is a "Proposed" section with three project images and their addresses: "601 El Camino Real", "929 Main Street 'Young's Automotive'", and "1175 Marshall St 'Kaiser Hospital Phase II'".

UTILITY RATE ASSISTANCE PROGRAM



Need help paying your utilities?

The City of Redwood City offers the Water and Sewer Rate Assistance Program (WSRAP) to qualifying utility rate payers.

Eligibility is based on household income and qualifying applicants will receive a credit of around \$20 on their utility bill each month.

Learn more at www.redwoodcity.org/rateassistance

TIPS FOR SAVING WATER



1

Use the EPA WaterSense website to find out if your household has water efficient products. Redwood City offers rebates for WaterSense toilets.



2

Turn off the tap while shaving or brushing your teeth. The City offers low flow faucet aerators for FREE!



3

Take a shower over a bath...just be aware of how long you are showering! We offer residents FREE low flow showerheads and shower timers!



4

In the kitchen...plug the sink or use a wash basin if washing dishes by hand.



5

Use a dishwasher, and fill it up before you do!



6

Scrape your plate instead of rinsing before loading it into the dishwasher.



7

Keep a pitcher of drinking water in the refrigerator so you're not waiting for water to cool as it comes out of the faucet.



8

Avoid the garbage disposal...it's not good for your pipes or water conservation. Throw food scraps in the compost bin.



9

Wash only full loads of laundry or use the appropriate load size selection on your machine. The City and PG&E offer rebates for High Efficiency Washing Machines!



10

Check plumbing fixtures and irrigation systems for leaks.



11

Give your garden hose a break. Sweep driveways, sidewalks, and steps rather than hosing off.



12

Wash the car with water from a bucket, or use a commercial car wash that recycles water.



PENINSULA CLEAN ENERGY



CLEANER ENERGY IS HERE

Find out what the
buzz is about!



PENINSULA
CLEAN ENERGY



LEARN MORE HERE:

www.peninsulacleanenergy.com

NEW PARKING OPTIONS



PARKING DOWNTOWN REDWOOD CITY

Street parking free Mon – Sat before 10am and after 6pm; free all day Sunday.

Commuter

Street parking 25c per hour Mon-Sat, 10am-6pm; First 1 1/2 hours free in garages at all times

GARAGES

- MARSHALL**
387 spaces
(\$1 per hour before 6pm)
- JEFFERSON**
585 spaces
(25c per hour before 6pm)

Downtown Event & Dinner Visitor (FREE with validation)

\$2.50 per hour after 6pm (First 1 1/2 hours free at all times/first 4 hours free with validation from Century Theater)

GARAGES

- MARSHALL**
387 spaces
- JEFFERSON**
585 spaces
- CROSSING 900**
900 spaces
(Open to the public nights & weekends)

Downtown Event & Dinner Visitor (FREE)

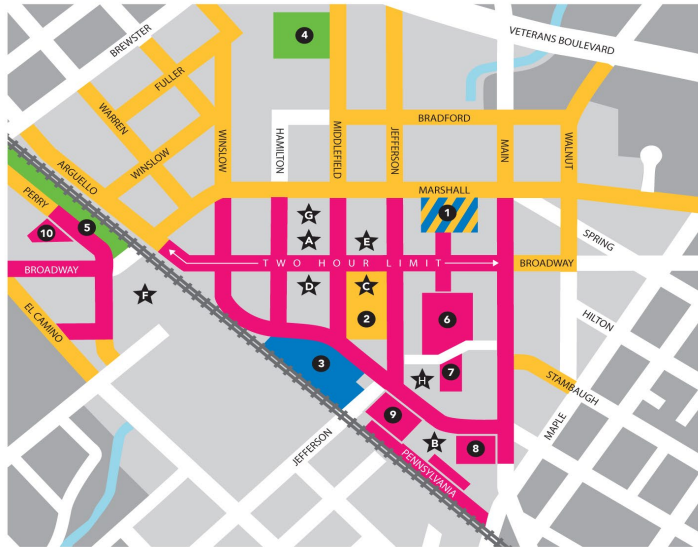
Free Mon - Fri after 6pm, all day on weekends

- COUNTY GARAGE**
797 spaces
- CALTRAIN LOT**
160 spaces

Lunchtime/Daytime Visitor

\$1 per hour Mon-Sat, 10am-6pm; lots free Mon-Sat after 6pm and all day Sunday

- MAIN STREET LOT**
150 spaces
- CITY HALL LOT**
15 spaces
- LIBRARY LOT A**
88 spaces
- LIBRARY LOT B**
98 spaces
- PERRY STREET LOT**
52 spaces



LANDMARKS & DESTINATIONS

- | | | | |
|----------------------|--------------------|---------------------|------------------------------------|
| A. Courthouse Square | C. Century Theatre | E. Dragon Theatre | G. San Mateo County History Museum |
| B. Library | D. Fox Theatre | F. Caltrain Station | H. City Hall |

Find the parking new map and more details online at www.redwoodcity.org/parking

JOIN THE CONVERSATION



The City is looking for your input!

Learn about ways to share your ideas, concerns and input on issues facing the City.

Visit www.redwoodcity.org/jointheconversation for more details!





DOWNTOWN REDWOOD CITY



Retail, restaurants, events, and more are located right here in downtown Redwood City.

Visit www.downtownredwoodcity.org to learn more.

VOLUNTEER IN REDWOOD CITY



Thanks to our volunteers for their time and involvement supporting our community!

Join thousands of volunteers who have contributed over 200,000 hours of service!

Make an impact in the community by volunteering today!

Visit www.redwoodcity.org/volunteer to learn more and get involved.



REDWOOD CITY FIRE DEPARTMENT



The **CERT** program will provide participants with basic training in disaster survival and rescue skills.

For More Information Please Contact:

Redwood City Fire Department

(650) 780-7400

www.redwoodcity.org/cert

HOME IMPROVEMENT LOAN PROGRAM!



CITY OF REDWOOD CITY HOME IMPROVEMENT LOAN PROGRAM



DO YOU NEED HELP WITH HOME IMPROVEMENT PROJECTS?



Apply now and we can help you enjoy a more comfortable home environment with a new heating system, roof and/or windows as well as improved energy efficiency.



If your roof is 15 years or older or leaks, it may be time to consider getting a new roof. Window leaks can also be a problem.



Protect your investment and don't allow water damage to ruin your home. Energy-efficient windows, and heating systems can pay for themselves with energy cost savings over time.

These improvements will provide energy efficiency, comfort, better home value, and peace of mind.

TAKE ADVANTAGE OF REDWOOD CITY'S HOME IMPROVEMENT LOAN PROGRAM!

Low interest home improvement loans are available to eligible owners of single-family homes and owners of rental property located within incorporated Redwood City. Single-family homes include structures of 1-4 units, one of which must be owner-occupied. Rental property owners must rent 51% of their units to low-income tenants. Rehabilitate your home and take advantage of these generous loan terms – 2% interest fully amortized over 15 years. There are no points and no "out-of-pocket" expenses for loan fees.

**MORE INFORMATION CALL US AT 650.780.7290
OR GO TO WWW.REDWOODCITY.ORG/HILP**

Housing Resource Guide/Guía de Recursos de Vivienda

Do you need help with a challenging rental housing issue? Are you looking for affordable housing?

For a list of programs and services to help, go to the City's website for a housing resource guide.

¿Necesita ayuda con un problema de difícil vivienda de alquiler? ¿Está buscando una vivienda asequible?

Para obtener una lista de programas/servicios traducido en español ve **aquí:**
www.redwoodcity.org/housingresourceguide



To Members of the City Council,

Council Meeting: 11/11/2021 - Item 8.A Fees for Micromobility Services

There are at least two problems with Item 8.A. right from the start:

- Currently Chapter 8 of the RWC Municipal Code is a collection of outdated and rather counterproductive 'Bicycle rules'. There shouldn't be new sections added before old ones are adapted to modern times or completely thrown out.
- It's currently unclear where 'micro-mobility services' would be allowed to ride in Redwood City as the city's rules and regulations go against California's or just don't exist.

RWC tried one micro-mobility service (bike share) already, but that failed because the city **is missing** the number one requirement for success: **a network of safe bike lanes**.

This 'share the road' nonsense (aka "RWC Bike Boulevards") just doesn't fly with tourists or occasional cyclists. This fact is even established in the \$500k "Citywide Transportation Plan, known as RWCmoves, that establishes a new vision for transportation".

But it's currently unclear in this "**new vision for transportation**" where motorized scooters, skateboards, wheelchairs, Segways etc. fit in. Should they preferably be using aging sidewalks, our few bike lanes or should they all be 'sharing the Woodside Road' or Jefferson Ave?

Anyways, if the city manager finally wants to update the outdated City Municipal Code regarding 'Bicycles', why not modernize it from the ground up? Why not delete old, outdated rules about "Bicycle License", "Lockers", "Parking", etc.?

Sec. 8.9-8.14 and 8.4 are the biggest ones.

Codes like these have been constantly used by police departments to punish certain residents for something called 'Biking While Brown or Black' and especially in cities that don't provide the necessary infrastructure.

UC Davis research: "More tickets in Black and brown neighborhoods. There were six tickets per 1,000 in majority Black neighborhoods and .7 per 1,000 in majority white neighborhoods,"

But the study went a step further to look at the infrastructure in the areas where tickets were issued. It found that bike lanes were disproportionately missing from majority Black and Latino neighborhoods.

"When people are riding on busy streets, they may not feel safe from traffic that's there, so they'll go on the sidewalk, and that's where you're going to get a ticket," Barajas said. "When there was any kind of bike infrastructure on those arterials, the rate of ticketing went down – in some cases by up to 75%."

(source:

<https://news.wttw.com/2021/10/06/study-black-latino-bicyclists-face-more-ticketing-and-less-infrastructure>)

This is exactly what Redwood City has been doing too. First they celebrate the city's "Diversity" and propose more resources for the 'underserved'. But the infrastructure mostly goes to certain neighborhoods and people on bicycles can then be issued tickets for riding on sidewalks or not fully stopping on STOP signs.

Just a few examples about missing bicycle infrastructure are here: so why aren't there ...

- ... bike lanes between Redwood City and North Fair Oaks?
- ... bike lanes around the NFO community center?
- ... bike lanes around low-income schools in our city?
- Why is the council so eager to provide a Blomquist car bridge, but not the 5th Ave. bike bridge?

Sec. 8.4. - UNLAWFUL TO RIDE ON SIDEWALK

"It is hereby declared unlawful for any person to ride or propel any bicycle upon any sidewalk of any street within the City."

=> there is no similar law in California.

=> RWC is all about 'shared traffic', but suddenly it isn't?

=> it's mandatory on many intersections to use sidewalks because traffic signals don't pick up bikes.

=> but it's mandatory in Redwood City for kids to ride the sidewalk if parents want them to stay safe.

=> a few years back then-Mayor Bain confirmed during a council meeting that this rule wouldn't be enforced. This must be put in writing to avoid confusion between leadership and law enforcement.

Sec. 8.9. - LICENSE REQUIRED:

"It shall be unlawful for any person to operate or use a bicycle upon any of the streets, alleys or public highways of the City without first obtaining from the Fire Department a license therefore. If a person shall operate or use a bicycle in the aforementioned manner, without obtaining a bicycle license, such act shall be punishable by a fine of five dollars (\$5.00)."

=> the Fire Department doesn't even have the forms to do this anymore

=> \$5 fine?

=> but as long as it is still on the books, police can use this and the sidewalk rule to harass people.

same with 8.10., 8.11. , 8.12., 8.13, 8.14

Those sections are all about bicycle licenses that don't even exist anymore.

What we don't know however is if RWC police are still enforcing them. But as long as they are in the code they could. Time to get out of this grey legal area.

These seem weird and outdated:

Sec. 8.5. - REPORTS REQUIRED—DEALERS

"All persons engaged in the business of buying secondhand bicycles are hereby required to make a daily report to the Police Department."

Sec. 8.6. - REPORTS REQUIRED—SALE OR TRANSFER:

"It shall be the duty of every person who sells or transfers ownership of any bicycle to report such sale or transfer ... "

Sec. 8.7. - PARKING, ETC., WITHIN BUSINESS DISTRICT—UNLAWFUL

"It shall be unlawful to park, stand or leave a bicycle on the sidewalk or street at any place within a business district of the City ..."

- for this the city would have to install much better bike lockers.

Sec. 8.8. - PARKING, ETC., WITHIN BUSINESS DISTRICT—PENALTIES FOR VIOLATION

"Any bicycle found to be parked or left in violation of the preceding section is subject to seizure and impounding thereof by the Police Department"

Sec. 8.16. - BICYCLE LOCKER FEES

"Bicycle lockers shall be rented for periods of six (6) months. The fee for such rental shall be ten dollars (\$10.00) for such period."

-what bike lockers are we even talking about here? Where is the city providing bike lockers?

This seems highly specific and unnecessary:

Sec. 8.2. - RIDING BY MORE THAN ONE PERSON:

"Bicycles as described in this Chapter shall not carry more than one person, except bicycles constructed for more than one person."

Sec. 8.3. - EQUIPMENT REQUIRED:

"It is hereby declared unlawful for any person to drive or propel any bicycle upon the streets of the City without having attached thereto a gong, bell or horn, ... "

=> the more correct version these days are signs saying "announce yourself when passing", which leads to the typical "on your left call", which is gentler than a 'gong, bell or horn'.

=> btw. this picture is taken on a real "Bike Boulevard" - not that nonsense your traffic people are selling. We can't send our kids on these fake "Redwood City Bike Boulevards" of yours - **those aren't safe!**



What is the Equity and Diversity Officer's stand on this? She should be all over these outdated municipal codes. I assume there are more like this in other sections too.

best regards,
Gerd Stieler
Advocating against School Segregation and for Safe-Bikeways-To-School and Transit

To Members of the City Council,

Council Meeting: 11/11/2021 - Proclamation recognizing Children's Environmental Health Month

“State lawmakers **are proclaiming** October 2021 Children’s Environmental Health Month, aiming to raise awareness about the importance of cleaner air and water, safer food and healthier products to protect children.”

“Babies and kids in California are especially vulnerable to the environmental contaminants they’re exposed to every day,” “California’s children are regularly exposed to toxic contaminants at home, at school and out in the community. These exposures put them at risk for immediate and long-term health issues. Protecting our children now from needless toxic exposures is imperative to ensure they have long, healthy, happy and successful lives”

One of the most unhealthy places to be for kids are cars and especially cars idling in traffic.

“Pollutant levels are often higher inside vehicles because cars take in emissions from surrounding vehicles and recirculate them. Because vehicles are not built to be airtight, pollutants enter the car cabin through air vents and other openings”

It is well established by several research teams from several countries that air pollution inside cars is higher than outside. The link of childhood asthma and tailpipe exhausts has also been well established. Kids walking and biking to school are known to be healthier - physically and mentally. And they show better academic performance as well.

And yet Redwood City’s policy is still to force everybody to drive - just as a defensive measure. Because cycling to school is just not safe using your lazy and inequitable Redwood City style “Bike Boulevard’-nonsense.

State lawmakers raising awareness only have meaning if local jurisdictions follow through on those promises. If Redwood City had any concern about Children’s Environmental Health, the council would push for safe bike lanes around school rather than trying everything to prevent them.

Pretending to help is different from helping and caring!

Research and Sources:

<https://www.sciencedirect.com/science/article/abs/pii/S0048969701007586>

<https://www.cam.ac.uk/research/news/walking-and-cycling-good-for-health-even-in-cities-with-higher-levels-of-air-pollution>

http://blogs.edf.org/climate411/2008/05/06/asthma_and_idling/

<https://www.iqair.com/us/blog/air-quality/in-car-pollution>

<https://www.iqair.com/us/blog/air-quality/car-interior-off-gassing>

<https://www.theguardian.com/environment/2017/jun/12/children-risk-air-pollution-cars-former-uk-chief-scientist-warns>

<https://www.theguardian.com/science/2017/jun/12/smoking-in-cars-banned-but-children-still-inhale-toxic-fumes-in-backseats>

<https://www.theguardian.com/environment/2018/dec/13/cyclists-exposed-to-less-air-pollution-than-drivers-on-congested-routes-study>

https://www.youtube.com/watch?v=6W9OZZR_uFc

https://www.youtube.com/watch?v=_Fh5pAiaTj4

best regards,

Gerd Stieler

Advocating against School Segregation and for Safe-Bikeways-To-School and Transit

From: [John Langbein](#)
To: [GRP-City Council](#)
Subject: RWC bicycle ordinances; agenda item 8A
Date: Sunday, October 10, 2021 8:11:52 PM

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Monday evening Council meeting -- Item 8A

Council:

As you revise the City ordinances that will address micromobility, consider critically reviewing the current set of ordinances that govern bicycle riding in Redwood City, contained in Chapter 8 https://library.municode.com/ca/redwood_city/codes/code_of_ordinances?nodeId=CH8BI Many of these practices are not being followed. For instance, bicycle license are no longer available.

Although riding on sidewalks is considered unsafe, I see many bicycle riders using the sidewalk when the alternative is worse, for example, riding on Woodside Rd.

I encourage you to direct the City's staff to review the current set of ordinances and make recommendations to bring the ordinances closer to common practice.

Thank you,

John Langbein
Redwood City, CQ