

CITY COUNCIL AGENDA REPORT

Meeting Date: September 5, 2024

From: Noreen Leek, Parks & Recreation Director

Subject: Alvarado to San Benito Stairway Public Art RFP

Community Goal/Result

Community Building

Purpose

To increase citizens' appreciation of art, improve quality of life, and to enhance Brisbane's identity as a unique community within the greater Bay Area.

Recommendation

Authorize staff to publish the Alvarado to San Benito Stairway Public Art RFP (Attachment 1) to prospective consultants as recommended by the Public Art Advisory Committee.

Background

As outlined in the City's Art in Public Places Ordinance, public art has the power to energize our public spaces, arouse our thinking, and transform the places where we live, work, and play into more welcoming and beautiful environments that invite interaction. By its presence alone, public art can heighten our awareness, question our assumptions, transform a landscape, or express community values, and for these reasons it can have the power, over time, to transform a city's image. Public art helps define a community's identity and reveal its unique character.

Discussion

The Alvarado to San Benito Stairway project will utilize a 12' wide city property to extend the improved Central Brisbane alleyway/stairways from Alvarado Street at the lower end to San Benito Avenue at the upper end. Council, the Complete Streets Safety Committee, staff and the public have identified this unimproved steep property as a priority to install a stairway with handrail and bollard lighting. This will enhance safety for pedestrians, including youth and the elderly in Brisbane. Staff applied for Transportation Development Act Article 3 grant funds, which are administered by C/CAG, in 2017, 2019, and again in 2021 for the project. With the third application in 2021, the City was successful in obtaining this state grant funding for construction. Funded improvements will include concrete steps as well as a prefabricated steel stair section, drainage, handrail, and lighting.

The Public Art Advisory Committee recognized an opportunity to incorporate art at this site since construction of the stairway would encourage pedestrian use. The Committee discussed constraints and opportunities of incorporating art at the site with representatives from the Public Works team at their July meeting. At their meeting on August 26[,] 2024, the Public Art Advisory Committee voted unanimously to recommend the Alvarado to San Benito Stairway Public Art RFP to City Council. The

selected artist(s) will be responsible for enhancing and transforming the new public stairway into a vibrant community landmark. The artist(s) will work collaboratively with the City's Public Art Advisory Committee and City Staff to ensure public outreach and involvement to curate a vision for this public art installation.

Fiscal Impact

The RFP denotes a budget range of \$30,000-\$80,000, which will be allocated to the artist selected. The Public Art Advisory Committee may choose to recommend dividing the budget between multiple successful applicants. Funds for this are available within the Public Art Fund (Fund 275).

Attachments

1. Alvarado to San Benito Stairway Public Art RFP

Noreen Leek, Parks & Recreation Director

Jeremy Dennis, Čity Manager

BRISBANE

Alvarado to San Benito Stairway Public Art Project



RELEASE DATE (9/6/2024)

CALL FOR ARTISTS/REQUEST FOR PROPOSALS



The City of Brisbane, CA is seeking proposals from qualified artists, individuals, or teams (hereinafter referred to as ARTIST) with demonstrated experience in developing public art for functional spaces. Artists are invited to submit a proposal outlining their experience and qualifications in performing work directly related to the services required.

Selection will be made from responsive proposals that will best serve the interests of the City based on a combination of experience, qualifications, availability, and capacity to perform the scope of services within the outlined schedule.

Please submit your proposal using the format specified in this Request For Proposals (RFP). PROPOSALS MUST BE RECEIVED BY OCTOBER 4, 2024, NO LATER THAN 12:00PM. Any proposal received after the specified time and date will not be considered. Proposals may be submitted one of the following ways:

Preferred:

1. Electronically via PDF to nleek@brisbaneca.org AND jbondoc@ci.brisbane.ca.us.

Note: An email will be sent to confirm receipt of the electronic proposal.

Accepted:

2. Mailed to:

ATTN: Noreen Leek
Parks & Recreation Director
City of Brisbane
50 Park Place
Brisbane, CA 94005
If mailed, it must be received by the City by no later than 12:00 p.m. on Friday, October 4, 2024.

3. Dropped off in person to the Parks & Recreation Department on the second floor of Brisbane City Hall, 50 Park Place, Brisbane, CA 94005 during business hours. The deadline to drop off in person is 12:00 p.m. on October 4, 2024.

Questions regarding the information contained in the RFP document must be submitted in writing by e-mail to: nleek@brisbaneca.org. All questions must be received by September 30, 2024. Questions will be responded to in writing. Written summaries of all questions and answers will be recorded and will be shared with all prospective Artists. Anonymity of the source of specific questions will be maintained in the responses and a clarification addendum will be issued, if necessary. Verbal inquiries are discouraged and the intent behind this requirement is to ensure that all prospective Artists have the same information available to them and no inconsistent, incomplete, or misinformation is communicated to any party.

Noreen Leek Parks & Recreation Director (415) 508-2141 nleek@brisbaneca.org

INTRODUCTION

The City of Brisbane is seeking proposals from experienced artists for a public art installation that will enhance and transform a new public outdoor stairway into a vibrant community landmark.

The Artist will work collaboratively with the City's Public Art Advisory Committee and City staff to ensure public outreach and involvement to curate a vision for this public art installation.

BACKGROUND

The City of Brisbane is a small City in San Mateo County, approximately 20.1 square miles, nestled into the lower slopes of San Bruno Mountain. The city is located immediately south of San Francisco and is bordered to the east by the San Francisco Bay. The City of Brisbane was incorporated on November 27, 1961. Brisbane is known as "The City of Stars" due to a holiday tradition dating back to 1939. Residents and businesses adorn their homes and buildings with illuminated stars in early Winter delighting passersby.

The City of Brisbane adopted a Public Arts Ordinance (ENCLOSURE A) in 2014 to increase citizens' appreciation of art, to improve quality of life, and to enhance Brisbane's identity as a unique community within the greater Bay Area. Additionally, public art should stimulate creativity, imagination, induce creative conflict, and add a unique human quality to the environment and enrich public spaces. A city rich in art becomes an outdoor cultural museum accessible to everyone. The Brisbane Public Art Advisory Committee is the City Committee responsible for ensuring all public art projects in the City of Brisbane meet the program criteria and guidelines for selection of an artist or artist team, artwork, and artwork location established in the Public Arts Implementation Guidelines (ENCLOSURE B).

As outlined in the City's Art in Public Places Ordinance, public art has the power to energize our public spaces, arouse our thinking, and transform the places where we live, work, and play into more welcoming and beautiful environments that invite interaction. By its presence alone, public art can heighten our awareness, question our assumptions, transform a landscape, or express community values, and for these reasons it can have the power, over time, to transform a city's image. Public art helps define a community's identity and reveal its unique character.



PROJECT SCOPE & DESCRIPTION

The Public Art Advisory Committee, in collaboration with the Brisbane City Council, seeks to commission signature works of art as part of the construction of a new outdoor stairway. The Alvarado to San Benito Stairway project will utilize a 12' wide city property to extend the improved Central Brisbane alleyway/stairways from Alvarado Street at the lower end to San Benito Avenue at the upper end. This unimproved steep property located in a residential neighborhood, has been identified by the City as a priority to install a stairway with a handrail and lighting. This will enhance safety for pedestrians, including youth and the elderly in Brisbane by providing an additional passageway from the neighborhood towards central Brisbane's shops, businesses, and schools. It should be stated that the stairway corridor is located directly adjacent to homes. City staff secured grant funds from the Transportation Development Act for construction itself, and improvements will include concrete steps as well as a prefabricated steel stair section, drainage, handrail and lighting.

This construction project offers several opportunities to integrate major artworks into the landscape and create stand-alone landmarks that can be experienced from multiple perspectives on the site. The selected artist will be required to work closely with the construction team to incorporate the artwork into the design where necessary. The Public Art Advisory Committee seeks applications from artists working in a variety of media and artistic approaches, who will be responsible for the design and implementation of the artwork. Works in a variety of media and forms will be considered. Examples of opportunities for artwork integration on the site include (but are not limited to) the following: artwork on the stair risers, handrails, lighting, sculptures, etc.

The artwork(s) should:

- Provide excitement for visitors and residents of the community by elevating the space
- Establish a sense of place
- Reinforce the individuality of the community
- Be distinctive, dynamic, and unique
- Integrate into the existing natural environment and construction design

This artwork will become a permanent addition to the Brisbane public art collection. All applicants must consider the issues of long-term conservation and maintenance of public art, along with time and budget. The design of all art for this project shall be very durable, require minimal maintenance, and be resistant to theft, vandalism, and weathering. Art for this project should not cause any kind of safety hazard for traffic or pedestrians. The art should adhere to the highest standards of quality, timelessness, permanence, and general appeal. NOTE: Art must comply with City building codes and the City's dark-sky ordinance. Artist proposals will be reviewed by the City of Brisbane's Public Art Advisory Committee to ensure conformity with city standards of maintenance and durability, as well as Americans with Disabilities Act (ADA) standards. Artists are expected to stay on budget and to complete work in an approved timeframe.

PROJECT TIMELINE

The anticipated schedule for this project is as follows:

City Council reviews and authorizes RFP

RFP Release Date

Question Submission Cutoff Deadline

Proposal Submission Deadline

September 30, 2024

City Council award of Contract

Notice to proceed issued to Artist

September 5, 2024

September 6, 2024

September 30, 2024

October 4, 2024

October 8, 2024

October 17, 2024

October 18, 2024

IMPORTANT DISCLAIMER REGARDING PROJECT TIMELINE FOR COMPLETION:

If artwork is integrated into the construction (i.e. railing or lighting), design plans must be prepared and approved by the City by November 1st with construction and installation completed no later than June 30th, 2025.

If artwork is supplementary to the stairway construction (i.e. art on the stairway risers or an adjacent sculpture), public engagement regarding design would likely occur between November 2024-February 2025, and installation would take place after June 30th, 2025.

^{*}Disclaimer: This timeline is subject to change and the City of Brisbane reserves the right to adjust as deemed necessary.

BUDGET

The budget range for this project is \$30,000-\$80,000, which will be allocated to the artist selected. **Please note:** the Public Art Advisory Committee may choose to recommend dividing the budget between multiple successful applicants. The budget should include all costs associated with the completion of the project, including but not limited to: artist fees, materials, labor costs for assistants, insurance, permits, taxes, business and legal expenses, operating costs, art dealer's fees (if applicable), fabrication, and installation. Applicant shall provide a proposed budget itemized by task, as well as the total project cost proposed. Hourly rates for project staff shall also be provided if applicable. **Cost proposal must be submitted separate from the rest of the RFP response.**

SUBMISSION REQUIREMENTS

To be responsive, each RFP submission must include the following information in the format indicated. The submittals shall be organized to match the following categories. Submittals not organized according to the following format may be rejected.

- 1. **Letter of Interest** not to exceed one page explaining interest in the project and including pertinent information about the artists approach and projects of a similar nature.
- 2. **Resume** not to exceed two pages listing professional artistic accomplishments, contact information, education or other relevant information, and current contact information for at least two references.
- 3. **Proposal** not to exceed five pages describing the artwork and the artist's approach. Include drawings, renderings, materials, and dimensions.
- 4. Images of Original Representative Work -not to exceed 10 images.
- 5. **Annotated Image List** Each image must include the artist's name and a brief description of each image stating its title, medium, size, location, and purchase price or commissioned price.
- 6. **Sealed Fee Proposal** The Fee Proposal shall be submitted in a separate sealed envelope or PDF document marked "Stairway Art Budget Proposal".

SELECTION PROCESS

Pursuant to Sections 4525-4529 of the Government Code of the State of California, the Consultant selection will be based on qualifications. The City's Public Art Advisory Committee will review the proposals received by the deadline and make recommendations to Brisbane City Council. The City of Brisbane reserves the right to reject any or all proposal(s), to waive technicalities, and to accept whichever proposal(s) that may be in the best interest of the City, at its sole discretion.

GENERAL TERMS AND CONDITIONS

- 1. This RFP does not commit the City to enter into an agreement, to pay any cost incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure or contract for the project.
- 2. At any time prior to the specified time and date set for the submission, a person/firm, or their designated representative, may withdraw their proposal.
- 3. The issuance of this RFP and the acceptance of a proposal do not constitute an agreement by the City that any contract will actually be entered into by the City. The City expressly reserves the right to: Reject any or all proposals. Reissue an RFP. Extend the time frame for submission of the proposals by notification to all parties who have registered an interest in this RFP with the City. Request more information from any or all applicants. Waive any immaterial defect or informality. Decline to go forward with the RFP. Reject any Subcontractor or Contractor proposed by the Proposer. The City expressly reserves the right not to award a contract under this RFP.
- 4. All services shall be provided in accordance with Enclosure "C," the City's Professional Services Agreement. Final terms of any agreement will be established during negotiations.

 Negotiations may be terminated by the City for failure to reach mutually acceptable terms.
- 5. Each artist will be responsible for all costs incurred in preparing a response to this RFP.
- 6. All materials and documents submitted in response to this RFP will become the property of the City and will not be returned. Artists selected for further negotiations will be responsible for all costs incurred by it during negotiations whether or not such negotiations lead to a contract with the City.
- 7. Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the City, in writing, if the proposer discovers any ambiguity, discrepancy, omission or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals.

ENCLOSURES

Enclosure A City of Brisbane Public Arts Ordinance
Enclosure B Public Arts Implementation Guidelines
Enclosure C Sample Professional Services Agreement
Enclosure D Stairway Plan Sheets & Construction Details

Enclosure E Project Location and Site Photos

ENCLOSURE A

Chapter 15.85 ART IN PUBLIC PLACES PROGRAM

15.85.010 Title.

This chapter shall be known as the city's "art in public places program" and may be so cited.

(Ord. No. 588, § 1, 10-2-14)

15.85.020 Purpose.

The purpose of the city's art in public places program is to promote the visual arts by requiring the inclusion of a public artwork component in certain new public and private development projects in Brisbane. The city council recognizes that public art has the power to energize our public spaces, arouse our thinking, and transform the places where we live, work, and play into more welcoming and beautiful environments that invite interaction. By its presence alone, public art can heighten our awareness, question our assumptions, transform a landscape, or express community values, and for these reasons it can have the power, over time, to transform a city's image. Public art helps define a community's identity and reveal the unique character of a specific neighborhood.

15.85.030 Definitions.

For purposes of this chapter, the following definitions shall apply:

- A. "Brisbane public art fund" means the fund described in Section 15.85.040.
- B. "Building development costs" means construction costs, including grading and landscaping costs, for new private developments that do not include costs for hazardous materials abatement, land use planning consultants, feasibility studies, environmental review, land acquisition, legal fees, architecture/engineering, construction management, geotechnical surveys, historical surveys, and demolition. For public developments, "building development costs" means public construction costs that do not include costs for park and landscape renovation projects; pipelines, power transmission lines and towers, switchyards and substations, dwellings in watershed areas; mechanical, plumbing and electrical system upgrades; seismic or structural upgrades; modifications for disabled access, unless occurring in conjunction with a new building construction. "Building development costs" for public developments shall include costs for bridges and overpasses, but shall not include costs for other transportation improvement projects.
- C. "Implementation guidelines" means the guidelines for implementation of this chapter to be developed by the public art subcommittee.
- D. "In-lieu contribution" means a cash contribution equivalent to the percentage of building development costs required herein.
- E. "Public art subcommittee" means a broadly representative subcommittee appointed by the parks and recreation commission.

15.85.040 Brisbane public art fund.

A. The city manager shall establish a Brisbane public art fund to receive in-lieu contributions, donations, and other funds contributed in support of the art in public places program. Unspent monies in the Brisbane

- public art fund shall be carried over to the next fiscal year, unless prohibited by the source of the funds, or applicable laws or regulations.
- B. The Brisbane public art fund may be used to acquire, place, and maintain public art on public or private property throughout the city, as described in the implementation guidelines.

15.85.050 Contribution requirements.

A. Private Developments.

- Commercial Projects.
 - a. Private nonresidential and non-live-work building developments with building development costs from one million dollars (\$1,000,000.00) through five million dollars (\$5,000,000.00) shall contribute in an amount equal to at least one percent of their building development costs into the Brisbane public art fund as an in-lieu contribution. This section shall apply to both new projects and building alterations/additions.
 - b. Private nonresidential and non-live-work building developments with building development costs above five million dollars (\$5,000,000.00) shall contribute in an amount equal to at least one percent of their building development costs into the Brisbane public art fund as an in-lieu contribution. Alternatively, at the discretion of the owner or developer, such projects may devote in an amount equal to at least one percent of their building development costs for the acquisition and installation of publicly accessible art on the development site, subject to the provisions of Section 15.85.060. This section shall apply to both new projects and building alterations/additions.

2. Residential Projects.

- a. Single and multiple family residential and live-work developments with ten (10) through twenty (20) units shall contribute in an amount equal to at least one-half percent of their building development costs into the Brisbane public art fund as an in-lieu contribution.
- b. Single and multiple family residential and live-work developments with more than twenty (20) units shall contribute in an amount equal to at least one percent of their building development costs into the Brisbane public art fund as an in-lieu contribution.
- c. Single and multiple family residential and live-work developments with building development costs above ten million dollars (\$10,000,000.00), regardless of the number of units, shall contribute in an amount equal to at least one percent of their building development costs into the Brisbane public art fund as an in-lieu contribution. Alternatively, at the discretion of the owner or developer, such projects may devote in an amount equal to at least one percent of their building development costs for the acquisition and installation of publicly accessible art on the development site, subject to the provisions of Section 15.85.060.

ENCLOSURE B

Public Arts Implementation Guidelines

City of Brisbane

Approved by Council 06.17.21

Purpose:

The City of Brisbane adopted a Public Arts Ordinance in 2014 in order to increase citizens' appreciation of art, to improve quality of life, and to enhance Brisbane's identity as a unique community within the greater Bay Area. Additionally, public art should stimulate creativity, imagination, induce creative conflict, and add a unique human quality to the community environment and enrich public spaces. A city rich in art becomes an outdoor cultural museum accessible to everyone.

Public art can and should be an integral part of the design and the planning process of all development.

Goals:

- Community Involvement A community develops a specific identity and character over time.
 Residents are uniquely qualified to provide insight into the types of public artwork that are best suited for the community depending on the size of the project. Those who reside in the community are encouraged to participate in the selection process of public art pieces by participating at public meetings.
- 2. Diversity of Art The collection should be diverse in its representation of artists and artistic styles and be reflective of the ethnic and cultural diversity of the community.
- 3. Creation of Sense of Place Art is important to our common experience because it brings focus, importance, and cohesion to public spaces. Public art develops images and provides experiences that reflect the historical and cultural essence of a community. Public art transforms public spaces by giving them a context and relevance and making them places of community interest and pride. Public art has the potential to improve the appearance of an entire business block; to heighten the ethnic, historical or cultural aspects of the community and to attract foot traffic to an area that formerly had little or none.
- 4. Artist Participation By encouraging collaboration between artist, architects, and engineers, we can provide an aesthetic dimension that expands possibilities for creating public spaces for the community.

Definitions:

Artist: An individual or team of individual artists whose body of work and professional activities
demonstrate serious ongoing commitment to the fine arts. Members of architectural,
engineering, design or landscaping firms retained for the design and construction of a

- development project covered by these Guidelines shall not be considered artists for the purpose of meeting the requirement to provide public art.
- **Arts professional:** An individual who works in the fine arts field (such as arts consultant, fine arts curators, fine arts collectors, art critics, or art educators).
- Artwork or work of art: All forms of original creations of visual arts, including but not limited to:

 sculpture in any material or combination of materials; 2) painting- all media including portable and permanently affixed works, such as murals and frescoes; 3) graphic arts, print making and drawing; 4) mosaics; 5) photography; 6) crafts in clay, fiber and textiles, wood, metal, plastics and other materials; 7) calligraphy; 8) stained glass; and 9) mixed media any combination of forms or media, including collage.
- Artwork cost: Artwork cost is the total amount budgeted by the City for a public artwork project.
- **Building valuation**: The total dollar amount of all construction permits for the same development project using the latest building valuation data as set forth by the International Conference of Building Officials (ICBO) building valuation.
- **Conceptual design plan:** The initial phase of the approval of public artwork that includes review of the artist's or artist team's qualifications, conceptual artwork design, and artwork location.
- **Design:** Artwork detailing project design, including scale drawings within site context, sealed by an engineer, if required.
- **Fabrication:** A detailed description of the methods of fabrication as well as any uncommon or unusual details regarding the approach to creating an artwork piece.
- **Final design plan:** The final phase of the approval of public artwork that involves consideration of a highly defined proposal that conforms to the concept previously considered and approved by the Committee.
- In-lieu contribution: In place of an approved artwork on the site, a developer may elect to pay to the City an amount equal to the program allocation set forth in the Public Arts Ordinance. In-lieu fees shall be submitted to the City and deposited into the Public Art Fund before issuance of a building permit for the development project except when a different time period is approved by the Community Development Director and Parks and Recreation Director.
- **Installation:** A detailed description of the installation procedure if the artwork will not be fabricated directly on the selected site. Installation would include the construction of any required footings or foundation.
- **Public art:** Any permanent display of a work of visual art that was specifically designed to be located on a site where it would be easily accessible to the public, either on private or public property within the City of Brisbane.
- Public art advisory committee: A committee made of 2 Parks and Recreation Commissioners as
 designated by the Parks and Recreation Commission, 2 Council Members (the Council's Parks and
 Recreation Commission Liaisons), and 3 Brisbane Community members, appointed by City
 Council. The Community members shall serve two-year terms and one of whom will be
 professionally engaged in the art community, one of whom will be an employee or owner of a
 business located in Brisbane, and the other member may be either a resident of Brisbane or an
 owner or employee of a business located in Brisbane. Members of the Public Art Advisory

Committee will be ineligible to propose public art projects while they serve on the Committee and for 1 year after they leave the Committee.

- Public art fund: An interest-bearing account that is managed by the City Manager, or designee, into which public art funds, including donated funds, in-lieu funds and/or public art grant funds are deposited.
- **Public place:** An interior or exterior area on public or private property that is easily accessible by and highly visible to the general public.

General Procedure:

Public artwork is limited to permanent visual works of art, as opposed to performing, written, or temporary art. Visual art includes but is not limited to, murals, sculptures, artist-designed landscape features, streetscape features, earthworks, environmental installations, and water and digital displays.

Any money donated to or collected through the Building Permit process will be deposited in the Public Art Fund. The City Manager, or designee, shall administer the funds and establish accounting records according to Generally Accepted Accounting Principles (GAAP). The City Manager or designee will authorize all disbursements from the Public Art Fund. The account shall not be added to the City's General Fund.

The process for selecting the public piece to be installed will depend on whether or not the artwork is commissioned by the City of Brisbane or by a private person or entity.

All privately installed Public Art will be reviewed by a Public Art Advisory Committee. The Public Art Advisory Committee is responsible for reviewing and making decisions on conceptual design plans submitted by a developer of a project subject to the public art requirement.

Additionally, on an annual basis the Public Art Advisory Committee will meet to review the balance of funds in the Public Art Fund to determine if they should propose any projects be initiated and commissioned by the City.

The Public Art Advisory Committee shall ensure all public art projects meet the program criteria and guidelines for selection of an artist or artist team, artwork, and artwork location established in this procedure, before submittal of the Final Design Plan to the City Council.

The following procedure will be used to review and approve public art projects:

Privately Installed Public Art

- 1. The project contact will meet with the designated staff from the City prior to submitting concept design plans.
- 2. The developer must contract the services of an artist for any public art project. The developer will provide the work vitae of the art consultant or artist.

- 3. Proposals must include preliminary sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed work.
- 4. An appraisal or other evidence of the value of the proposed artwork, including acquisition and installation costs. If the value of a proposed artwork (by past records of comparable work sold, etc.) cannot be verified, City staff may choose to have the artist's proposal and or/other completed works appraised by a qualified art appraiser selected by the City. The developer will pay up-front for any art appraisal service fees. This expense will be deducted from the total artwork allocation cost.
- 5. Preliminary plans must contain such detailed information as may be required by the Public Art Advisory Committee to adequately evaluate the location of the artwork in relation to the proposed development, including compatibility with the character of adjacent conforming developed parcels and existing neighborhood if necessary.
- 6. A preliminary budget must show the proposed public art project is consistent with the public art ordinance requirements.
- 7. Within 30 days of receiving a completed application, the Advisory Committee will hold an open meeting to discuss the proposed project. The meeting will be noticed to all properties within 1,000 feet of the property and posted as required by law. With the agreement of the developer, the meeting may take place more than 30 days from receiving the completed application.

The proposed artwork project will be reviewed using the following criteria as applied to the supporting documentation and past projects: Artistic quality (vision, originality, and craftsmanship); Context (architectural, historical, geographical, and socio-cultural context of the site); quality and permanency of materials; maintenance; safety; diversity of artists; representation in the existing collection of publicly-accessible artworks; and diversity of artworks (media, scale, style, intention) in the existing collection of publicly accessible artworks.

- 8. The Public Art Advisory Committee will make a recommendation on the proposed artwork to the City Council.
- 9. The City Council will have the final approval for any public artwork project. If the Council does not approve the proposed project, it can refer the item back to the Advisory Committee for reconsideration.
- 10. All costs of maintaining a privately installed Public Art work will be the expense of the private entity unless the City accepts the Public Art piece as a donation.

Public Installed Public Art

The Public Art Advisory Committee will recommend to the City Council the amount of money from
the Public Art Fund to be used on any publicly installed public art pieces and the breakout between
Administrative and Maintenance costs of the project. The Public Art Advisory Committee will also
recommend a location for the art project, type of artwork when appropriate, process for involving
the community in the process, and method of calling for artists.

- 2. The Council will approve available funds for the artwork and solicit members to be part of an Art Selection Committee, if needed.
- 3. The Public Art Committee shall select an artist, or group of artists, through a public process using one of the following methods:
 - a. Request for qualifications (RFQ)
 - b. Request for proposals (RFP)
 - c. Invitational competition.
- 4. The City Council shall make a decision on the Public Art Committee's recommendations on the artist or artist group.
- 5. The Public Art Committee, any outside professional hired by the City for assisting with the selection of the artwork, and the appropriate City staff (as needed for the particular project) shall meet regularly with the selected artist, or group of artists, in developing the Conceptual Design Plan that meets the artwork and location criteria.
- 6. Once the Conceptual Plan has been approved by the Public Art Committee, the artist or artist's team shall refine the project objectives and the Conceptual Design Plan according to the direction of the Public Art Committee.
- 7. The Final Design will be approved by the City Council.

Use of Funds

All funds appropriated for public art will be deposited in the Public Art Fund. The City Council shall authorize projects for funding as prescribed in the public art implementation guidelines. In circumstances where it is not feasible to incorporate artistic features into a particular project, such money will be pooled and used for art in other projects. Disbursements shall be made in connection with projects approved by City Council. Nothing herein prohibits the City from soliciting or receiving grants, donations, bequests or gifts from private or public sources.

For individual pieces of art, the Art Advisory Committee will recommend to the City Council what percentage of the funds will be set aside for the Public Art, Maintenance and Administration, and Education based on the guidelines below:

1. Public Art Funds

No less than sixty-five percent (65%) of the fees collected shall be directed for Public Art Acquisition and may be spent for the following purposes:

- a) Artists' services and fees.
- b) Acquisition of art.
- c) Artist selection processes, including jury selection costs and model or design fees.

No more than fifteen percent (15%) of the money collected may be directed for maintenance and curatorial services:

- a) Identifying plaques
- b) Repair, maintenance, surveys, curatorial services, and other conservation work necessary to keep all artworks in the City collection in standard condition.

No more than twenty percent (20%) of the fee may be directed for Public Art Administration and may be spent for the following purposes:

- a) Project administration.
- b) Community education programs, publicity, dedications, and other purposes as recommended by the Public Art Committee and approved by the City Council.

ENCLOSURE C

DRAFT AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated DATE is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and ARTIST ("Artist").

RECITALS

- A. City desires to retain Artist to design and install artwork(s) for the Alvarado to San Benito stairway project.
- B. Artist is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

- 1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Artist shall perform the services described in the scope of work outlined in the Artist's proposal (*Exhibit A*) referenced herein.
- 2. **Time of Performance.** The services of Artist shall commence upon the execution of this Agreement and shall be satisfactorily completed within the agreed upon timeframe.
- 3. **Responsible Personnel.** The personnel acting on behalf of Artist primarily responsible for performance of the services hereunder shall be as set forth within Exhibit A.
- 4. **Compensation.** As compensation for all services to be performed by Artist under this Agreement, Artist shall be paid the amounts set forth and incorporated herein as Exhibit A. In no event shall Artist's total compensation exceed the agreed-upon sum without additional authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
- 5. **Method of Payment.** Artist shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted monthly, or at such other time as agreed upon between City and Artist. City shall pay Artist no later than 30 days after approval of the invoice by City. Such payment shall not be unreasonably withheld.
- 6. **Maintenance and Inspection of Records.** Artist shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, timecards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Artist under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.
- 7. **Assignment and Subcontracts.** Artist acknowledges that Artist's special skill and expertise is a material consideration for City entering into this Agreement. Artist shall not assign, subcontract, or delegate to any other party, the performance of any services to be rendered by Artist or subcontractor,

without the prior written approval of City. If City consents to any sub-consulting of work, Artist shall be fully responsible to City for all acts or omissions of the subcontractor.

- 8. **Ownership of Documents.** Upon payment of fees and expenses due, all plans, studies, documents, and other writings prepared by and for the Artist in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Artist or to any other party. Artist shall, at Artist's expense, provide such reports, plans, studies, documents, and other writings to City upon written request.
- 9. **Independent Contractor.** Artist is, and at all times shall remain, an independent contractor, and not an agent, officer, or employee of City. As an independent contractor, neither Artist, nor any of Artist's agents or employees, shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance, or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Artist shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.
- 10. **Licenses.** Artist represents and warrants to City that Artist has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature that are legally required of Artist to practice its profession. Artist shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement. Artist shall procure and thereafter maintain a City of Brisbane business license during the term of this Agreement.
- 11. **Compliance with Laws.** Artist shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.
- 12. **Employment Eligibility.** At the request of City, Artist shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for, or on behalf of Artist, is eligible to be employed in the United States. In the event Artist is unable or unwilling to provide the employment eligibility verification within ten (10) days after City's request, City may require the immediate removal from the project of such workers as specified by City, and upon any failure by Artist to do so, City shall be entitled to terminate this Agreement.
- 13. **Indemnity.** Artist shall indemnify, defend, and hold City, its officers, officials, agents, employees, and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including reasonable attorney's fees, to the extent actually caused by negligence or willful misconduct in the performance by Artist of its services under this Agreement or its failure to comply with any of its obligations contained in this Agreement, and City shall not be liable for any negligent acts or omissions or willful misconduct of Artist. Artist shall not be liable for the negligent acts or omissions or willful misconduct of the City.
- 14. **Insurance.** Artist, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies, which satisfy the following requirements:
 - (a) Type of policies and coverage:

- (1) General Liability Coverage. Artist shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) Automobile Liability Coverage. Artist shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
- (3) Workers' Compensation and Employer's Liability Coverage. Artist shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Artist in connection with the performance of services under this Agreement. In the alternative, Artists may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Artists, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Artists for City.
- (4) Professional Liability Coverage. Artist shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Artist in the performance of its services under this Agreement.
- (b) <u>Endorsements</u>: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:
 - (1) The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Artist; products and completed operations of Artist; premises owned, occupied, or used by Artist; or automobiles owned, leased, hired or borrowed by Artist. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, or volunteers.
 - (2) For any claims related to the Project, Artist's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be in excess of Artists' insurance and shall not contribute to it.

- (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents, or volunteers.
- (4) Artist's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Artist's insurance coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return-receipt requested, has been given to City.
- (c) <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Artist shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII, unless otherwise approved by City in writing.
- (e) <u>Verification of coverage</u>. Artist shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Artist. At the request of City, Artist shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.
- 15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return-receipt requested, addressed to the other party as follows:

To City City of Brisbane

50 Park Lane

Brisbane, CA 94005

Attn: City Manager

To Artist NAME

ADDRESS

Attn: PRIMARY CONTACT

16. **Litigation Expenses and Attorneys' Fees**. In the event of any litigation including administrative proceedings relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, assignee or beneficiary, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorney's

fees or costs from any other party or litigant, regardless of which party or litigant might prevail or be deemed a prevailing party.

- 17. **Termination of Agreement.** This Agreement may be terminated by any party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Artist, Artist shall be compensated for all services performed prior to the date of termination.
- 18. **Equal Opportunity Employment**. Artist warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.
 - 19. Miscellaneous Provisions.
 - (a) <u>Severability</u>. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
 - (b) <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
 - (c) <u>Amendments</u>. This Agreement may be modified or amended only by a written document duly executed by both City and Artist.
 - (d) <u>Waiver</u>. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
 - (e) <u>Execution</u>. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
 - (f) <u>Successors and Assigns</u>. Subject to the restriction against assignment and subcontracting, this Agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

THE CITY OF DDICDANE

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBAINE
Ву:
Jeremy Dennis, City Manager

ATTEST:	
Ingrid Padilla, City Clerk	
APPROVED AS TO FORM:	ARTIST
	Ву:
	NAME, COMPANY
Michael Roush	
Legal Counsel	

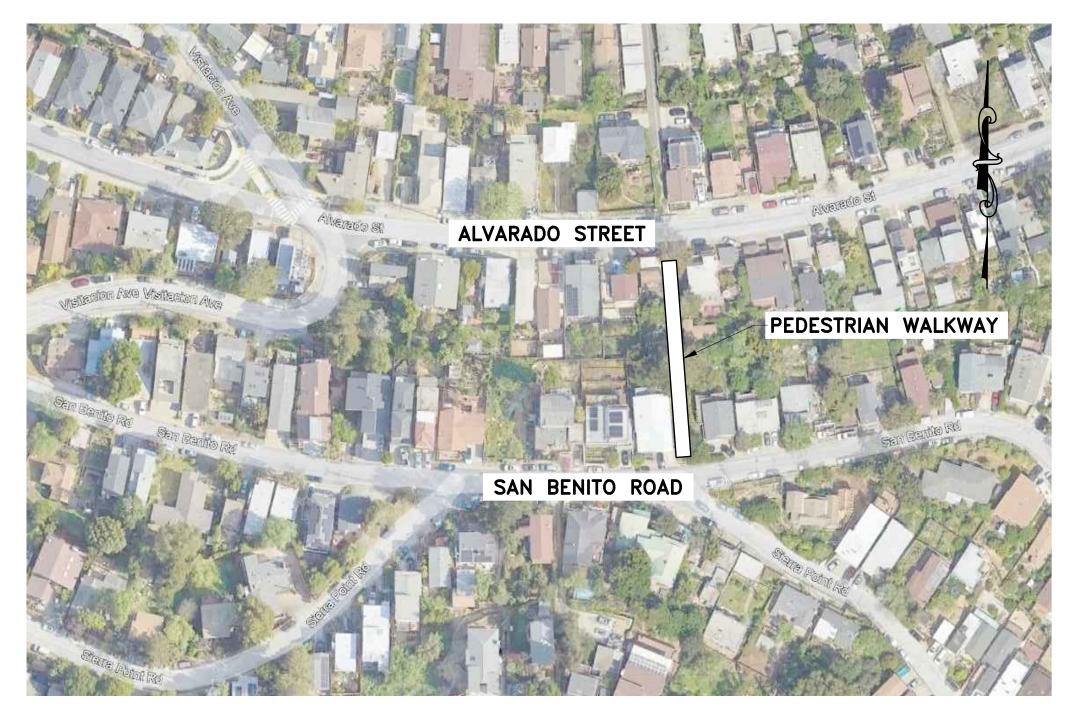


PEDESTRIAN WALKWAY-ALVARADO STREET TO SAN BENITO ROAD

CITY OF BRISBANE, CALIFORNIA

GENERAL NOTES

- 1. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT WILL BE CONTINUOUS AND NOT LIMITED TO NORMAL WORKING HOURS.
- CONTRACT, THE TERM "ENGINEER" SHALL REFER TO THE CITY ENGINEER FOR THE CITY OF BRISBANE, OR A REPRESENTATIVE APPOINTED BY THE CITY
- 3. THE CONTRACTOR SHALL CONFORM TO THE APPLICABLE CONSTRUCTION SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA AND ALWAYS COMPLY WITH OSHA REQUIREMENTS AND SHALL FURNISH ALL BARRICADES, SAFETY LIGHTING, FLAGGERS, ETC.
- 4. THE DRAWINGS AND SPECIFICATIONS SHALL BE CONSIDERED TO BE COMPLEMENTARY TO EACH OTHER. ANYTHING SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS, OR MENTIONED IN THE SPECIFICATIONS AND NOT SHOWN ON THE DRAWINGS, SHALL BE OF LIKE EFFECT AS IF SHOWN ON OR MENTIONED IN BOTH. IF A DISCREPANCY IS FOUND, CONTRACTOR SHALL NOTIFY THE ENGINEER,
- 5. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT THE ENGINEER'S APPROVAL.
- 6. EXISTING UNDERGROUND UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATIONS, BASED UPON RECORD INFORMATION AVAILABLE TO THE CITY OF HALF MOON BAY AT THE TIME OF PREPARATION OF THESE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE PRECISE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE START OF WORK. CONTACT UNDERGROUND SERVICE ALERT AT LEAST 48 HOURS IN ADVANCE AT (800) 227-2600.
- 7. ALL DETAILS ARE SHOWN AS "TYPICAL" FOR ENTIRE PROJECT. CONFLICTS WITH SPECIFICATIONS OR CLARIFICATIONS ABOUT APPLICATION OF TYPICAL DETAILS SHALL BE REQUESTED BY THE CONTRACTOR THREE (3) WORKING DAYS IN ADVANCE OF BEGINNING THE WORK.
- 8. ALL CONSTRUCTION MATERIALS AND METHODS SHALL COMPLY WITH THESE PLANS AND SPECIFICATIONS, APPLICABLE ORDINANCES AND STANDARDS OF THE CITY OF BRISBANE.
- 9. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE ENGINEER FOR ALL HAUL ROUTES TO AND FROM THE SITE.
- 10. THE CONTRACTOR SHALL PREVENT ANY DUST NUISANCE CAUSED BY THE WORK.
- 11. A MINIMUM OF FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION ADJACENT TO EXISTING UTILITIES OR OTHER POTENTIAL OBSTRUCTIONS, CONTRACTOR SHALL "POT-HOLE" AND "FIELD VERIFY" PLACEMENT OF ALL SUBSTRUCTURES. CONTRACTOR SHALL IMMEDIATELY REPORT ANY POTENTIAL CONFLICTS WITH EXISTING UTILITIES OR OTHER OBSTRUCTIONS TO THE ENGINEER.
- 12. EXCAVATIONS OR TRENCHING MAY NECESSITATE OPERATION OVER, UNDER, OR ADJACENT TO OTHER UNDERGROUND UTILITIES (STORM, SEWER, WATER, ETC.). THE CONTRACTOR SHALL LOCATE, AND PROTECT ALL ADJACENT OR CROSSING UNDERGROUND UTILITIES. THIS WORK TO PROTECT THOSE UTILITIES IS NOT CONSIDERED AS EXTRA WORK. IT IS CONTRACTORS RESPONSIBILITY TO REVIEW IMPROVEMENT PLANS, IN CONJUNCTION WITH THIS PLAN, AND BID THE WORK ACCORDINGLY.
- 13. ANY CONFLICT WITH EXISTING UTILITIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED PRIOR TO CONTINUING WORK. ANY CHANGES MUST BE APPROVED BY THE ENGINEER IN ADVANCE AND SHALL BE ACCURATELY SHOWN ON RECORD DRAWINGS.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE STREET AND SIDEWALK PAVEMENT WHERE REMOVED OR DAMAGED AS A RESULT OF THEIR OPERATION. AT CONTRACTOR'S SOLE EXPENSE, ENGINEER MAY REQUEST REMOVAL & REPLACEMENT OF ADDITIONAL CURB, GUTTER, AND SIDEWALK TO NEAREST JOINT OR SCORE LINE. ALL REPLACEMENTS SHALL BE IN ACCORDANCE WITH THE STANDARD DETAILS AND SPECIFICATIONS OF THE CITY.
- 15. ALL MATERIAL AND WORKMANSHIP SHALL FULLY CONFORM WITH THE STANDARD SPECIFICATIONS AND DETAILS OF THE CITY AND THE CBC 2022.
- 16. CONTRACTOR SHALL PREPARE, SUBMIT AND IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) PRIOR TO THE START OF WORK.
- 17. CONTRACTOR SHALL PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO THE START OF WORK.
- 18. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FACILITIES INCLUDING PUBLIC AND PRIVATE IMPROVEMENTS, UTILITIES (WATER AND SEWER), AND ALL LIGHTING. ANY DAMAGED FACILITIES SHALL BE RESTORED BY CONTRACTOR TO THE SATISFACTION OF THE FACILITY OWNER AT THE CONTRACTOR'S SOLE EXPENSE.
- 19. CONTRACTOR SHALL PREPARE AND SUBMIT A GUARDRAIL AND HANDRAIL LAYOUT PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO THE START OF WORK.
- 20. ALL CONSTRUCTION SHALL CONFORM TO THE 2022 CALIFORNIA BUILDING CODE.
- 21. DEFERRED ITEMS: PREFABRICATED STEEL STAIRS
- A) THE CONTRACTOR SHALL PROVIDE SHOW DRAWINGS, DETAILS, AND STRUCTURAL CALCULATIONS FOR THE ITEMS PER THE ARCHITECTURAL AND STRUCTURAL DRAWINGS AND DESIGN CRITERIA.
- B) SUBMITTAL DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED FOR REVIEW TO THE ARCHITECT AND ENGINEER-OF-RECORD.
- C) THE ARCHITECT AND ENGINEER-OF-RECORD SHALL REVIEW ALL DEFERRED SUBMITTAL ITEMS, SIGN AND STAMP THEM AS APPROVED, AND FORWARD THEM WITH A NOTATION INDICATING THAT THE DEFERRED SUBMITTAL DOCUMENTS HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING AND NO EXCEPTIONS ARE TAKEN.



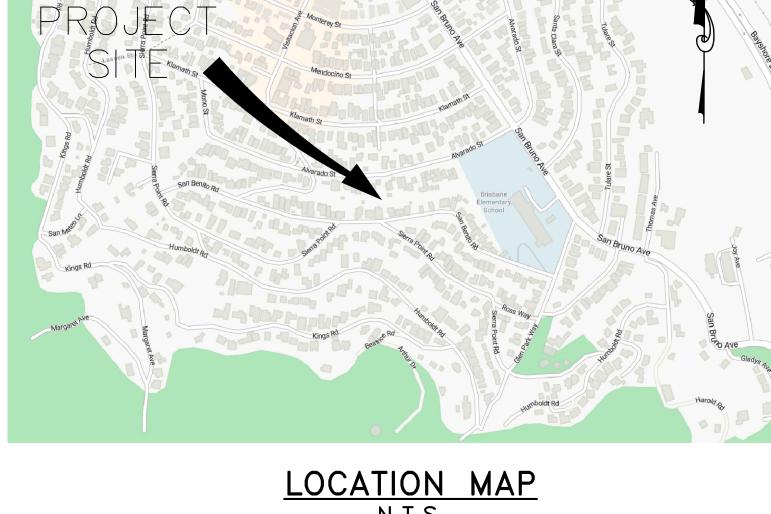
PROJECT SITE N.T.S

ABBREVIATIONS

AB APPROX BEG C&G CB CLR CO CONC CP# DWY ELEV EP EW EX./(EX) EXP FG FL FNC G GD	AGGREGATE BASE APPROXIMATELY BEGIN CURB AND GUTTER CATCH BASIN CLASS CLEAR CLEANOUT CONCRETE CONTROL POINT DRIVEWAY ELEVATION EDGE OF PAVEMENT EACH WAY EXISTING EXPANSION FINISHED GRADE ELEVATION FLOW LINE FENCE GROUND GRADE	GV INV JT LF LG LND LOL LT. MAB MH MIN OC PAVT. PL REINF RET. RIM ROW RT.	GAS VALVE INVERT JOINT LENGTH LINEAR FEET LIP OF GUTTER LANDING LAYOUT LINE LEFT MAXIMUM MAILBOX MANHOLE MINIMUM ON CENTER PAVEMENT PLATE RECTANGULAR REINFORCING RETAIN/RETAINING RIM ELEVATION RIGHT OF WAY	SD SDI SS STA STD SQ STA STEP SW T&B TC TOC TOT TP TT TW TYP UON VAR W WM WV	STORM DRAIN STORM DRAIN INLET SANITARY SEWER STA STANDARD SQUARE STATION CONCRETE STEP SIDEWALK TOP AND BOTTOM TOP OF CURB TOP OF CONCRETE TOTAL TOP OF PIPE TOP OF TUBE TOP OF WALL TYPICAL UNLESS OTHERWISE NOTED VARIES WATER WATER METER WATER VALVE
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LEGEND:

	NEW STRUCTURE
—	EXISTING STRUCTURI
1.5%	PROPOSED SLOPE
1'	DIMENSIONS



PROJECT DESCRIPTION

THE WORK TO BE PERFORMED UNDER THIS CONTRACT CONSISTS OF CONSTRUCTING A CONCRETE STAIR CASE. STAIR CASE INCLUDES CONCRETE STEPS, LANDINGS & METAL RAILS. CLEARING AND GRUBBING SHALL BE COMPLETED. EARTHWORK AND GRADING SHALL BE COMPLETED. THE WORK WILL REQUIRE MINOR TRAFFIC CONTROL, AND OTHER MISCELLANEOUS ITEMS NOT MENTIONED ABOVE THAT ARE REQUIRED BY THE PLANS, THE STANDARD SPECIFICATIONS OR THESE SPECIAL PROVISIONS TO BE PERFORMED, PLACED, CONSTRUCTED OR INSTALLED.

SHEET NUMBERS AND TITLES

TITLE SHEET TOPOGRAPHIC PLAN 3-4 PLAN & PROFILE

5-13 CONSTRUCTION DETAILS CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

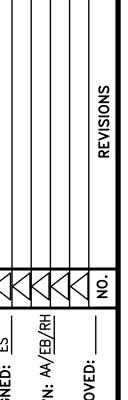
CITY OF BRISBANE

DATE: RANDY BREAULT R.C.E. 59953, EXPIRES 6/30/26

PLANS PREPARED UNDER MY SUPERVISION

DATE: July 11, 2024 EDWARD T. SLINTAK R.C.E. 39925, EXPIRES 12/31/25







SBANI

CITY OF BRISD SE DEPARTMEN BRISBAINE, CALI

KWAY BENIT WAL SAN ¥ P P P

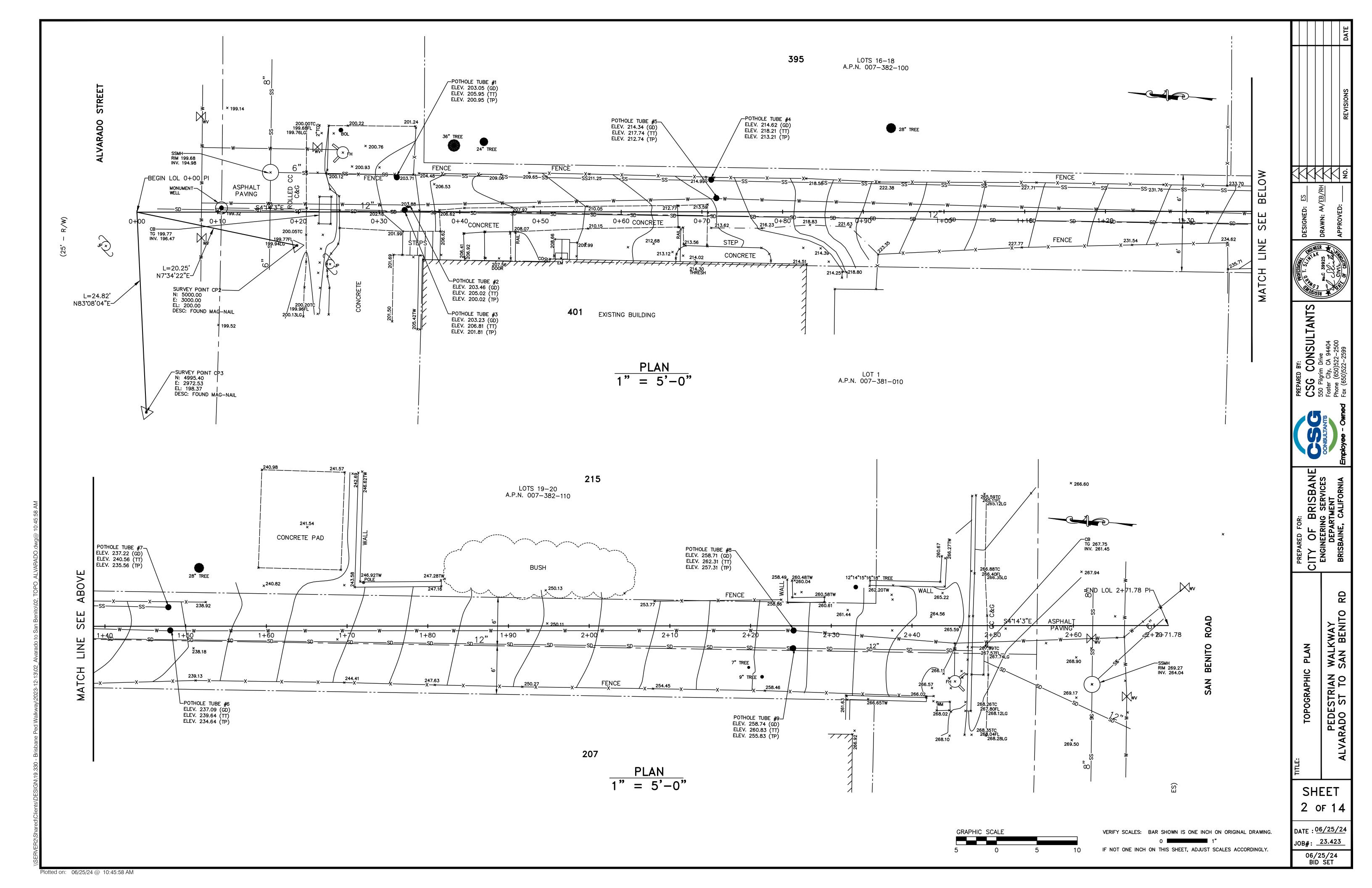
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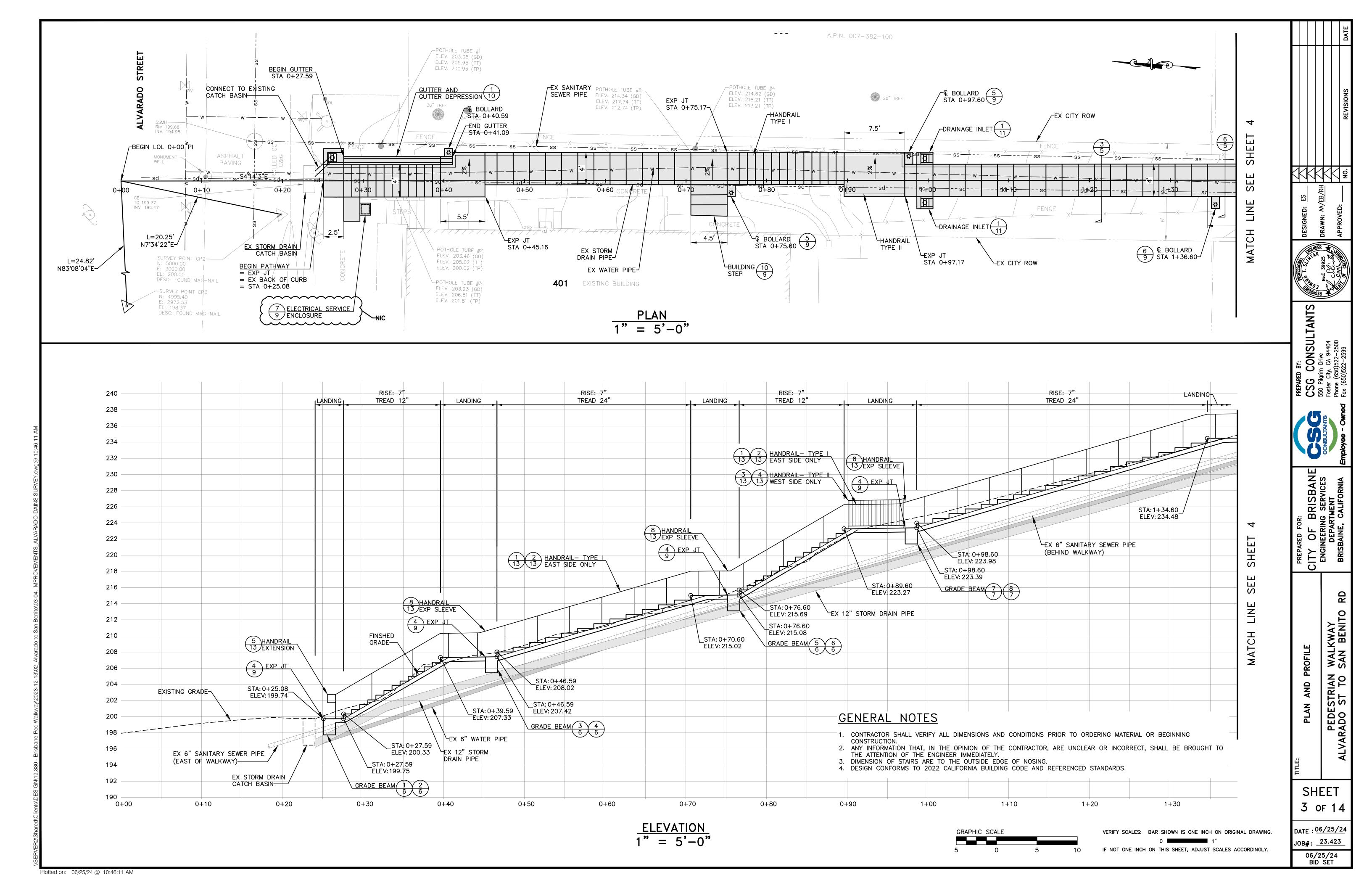
SHEET OF 14 DATE: 06/19/24

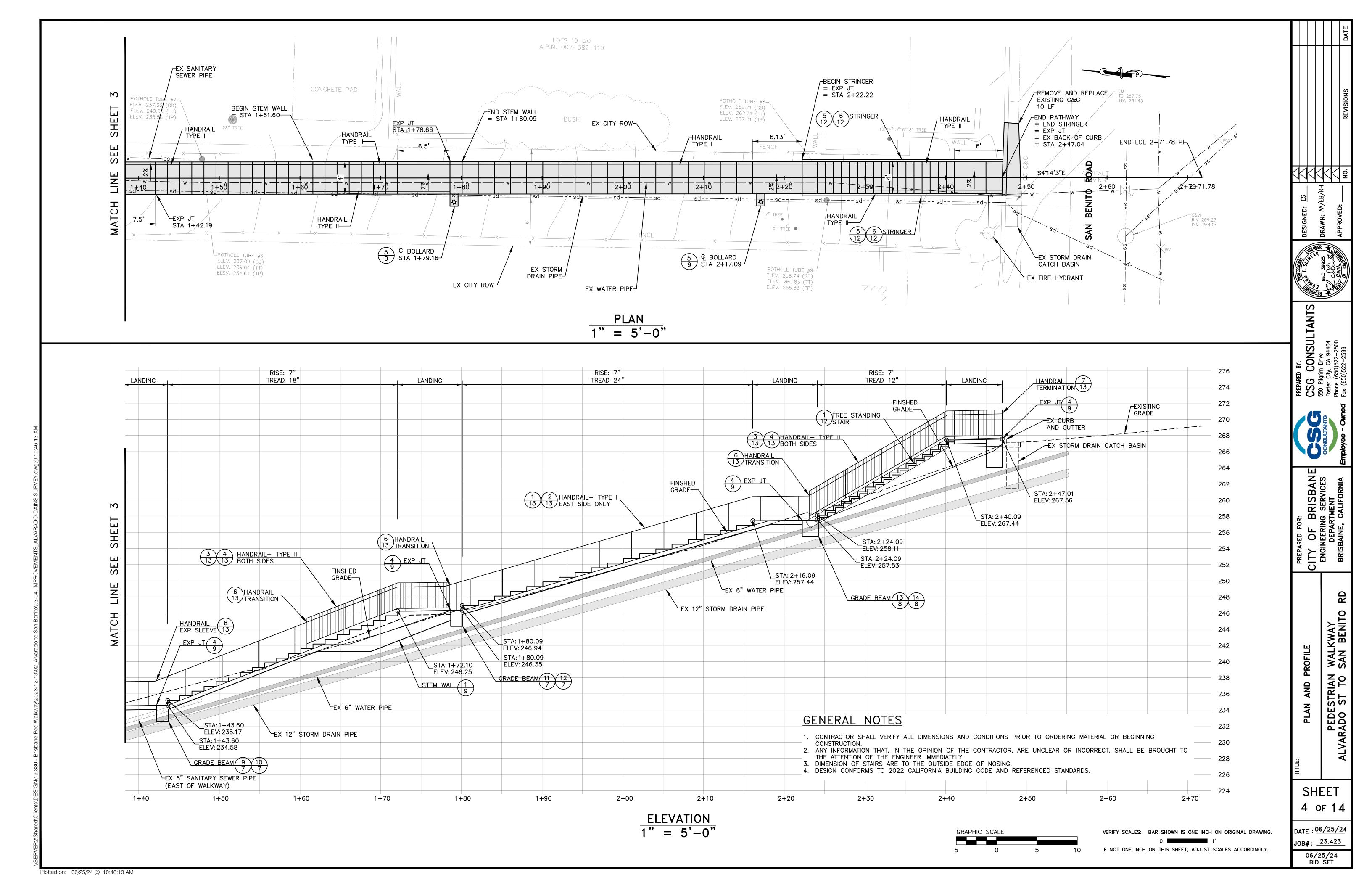
JOB#: <u>23.423</u> 06/19/24

BID SET

Know what's below. Call before you dig.







STRUCTURAL CONCRETE

- 1. ALL PHASES OF WORK PERTAINING TO THE CONCRETE CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF ACI 318 'BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", AND THE LATEST EDITION OF ACI 117 "SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS".
- 2. ALL STRUCTURAL CONCRETE SHALL BE PREPARED WITH TYPE II/V PORTLAND CEMENT CONFORMING TO ASTM C150 AND HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS AND A MAX WATER CEMENT RATIO, W/C, AS FOLLOWS

TYPE OF CONCRETE NORMAL WEIGHT 4,000 PSI

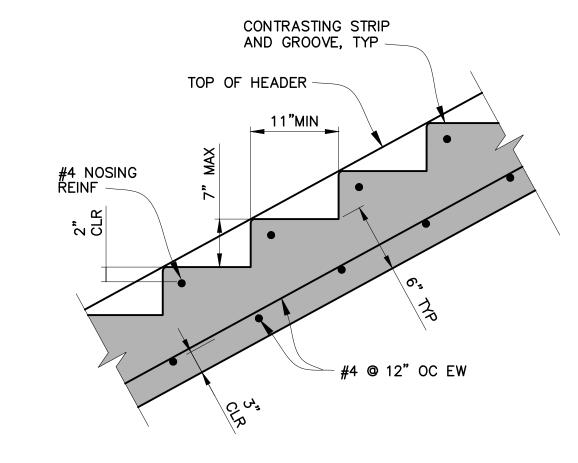
- 3. ALL STRUCTURAL CONCRETE MIXES SHALL BE DESIGNED BY AN APPROVED LABORATORY AND SHALL BE STAMPED AND SIGNED BY A CIVIL ENGINEER LICENSED IN CALIFORNIA.
- 4. CONCRETE MIX PROPORTIONING SHALL MEET STATISTICAL STRENGTH REQUIREMENTS OF ACI 301 AND ACI 214R. MIX DESIGNS INCLUDING CONCRETE STRENGTH TEST REPORTS FOLLOWING ACI 318 SHALL BE SUBMITTED FOR REVIEW BY THE CITY AND EOR.
- 5. CONCRETE MIX DESIGNS CONTAINING FLY ASH MAY BE USED. FLY ASH SHALL CONFORM WITH ASTM C618 AND MAY REPLACE UP TO 25% PORTLAND CEMENT BY WEIGHT. FLY ASH MUST BE ON CALTRANS PREAUTHORIZED MATERIALS LIST.
- 6. NORMAL WEIGHT CONCRETE AGGREGATES SHALL CONFORM TO ASTM C33.
- 7. WATER USED IN MIXING CONCRETE SHALL CONFORM WITH ASTM C1602.
- 8. PROVIDE 1/2" RADIUS TO ALL EXPOSED CONCRETE EDGES UNLESS SPECIFIED OTHERWISE.

STEEL REINFORCEMENT

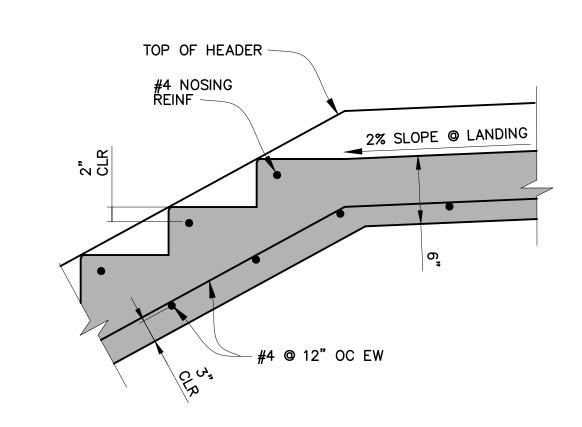
- 1. ALL REINFORCING BARS SHALL CONFORM TO ASTM A-615, GRADE 60.
- 2. ALL REINFORCING BARS SHALL BE CONTINUOUS.
- STEEL REINFORCING SHALL BE DETAILED, FABRICATED, AND INSTALLED ACCORDING TO THE "MANUAL OF STANDARD PRACTICE" BY CRSI.
- REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER. SEE ACI FOR
 - CONCRETE POURED AGAINST EARTH FORMED CONCRETE IN CONTACT WITH EARTH

CONCRETE. NO WELDING OF REINFORCEMENT IS ALLOWED.

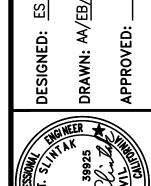
- ALL REINFORCEMENT SHALL BE FIRMLY SUPPORTED AND ACCURATELY PLACED AS REQUIRED BY THE ACI STANDARDS, USING TIE AND SUPPORT BARS IN ADDITION TO REINFORCEMENT SHOWN WHERE NECESSARY FOR FIRM AND ACCURATE PLACING. ALL DOWELS AND BOLTS SHALL BE ACCURATELY SET IN PLACE BEFORE PLACING
- PAYMENT AND MEASUREMENT OF REINFORCING STEEL SHALL INCLUDE ALL REINFORCING BARS REQUIRED FOR CONCRETE ABUTMENTS AND CAST-IN-DRILLED

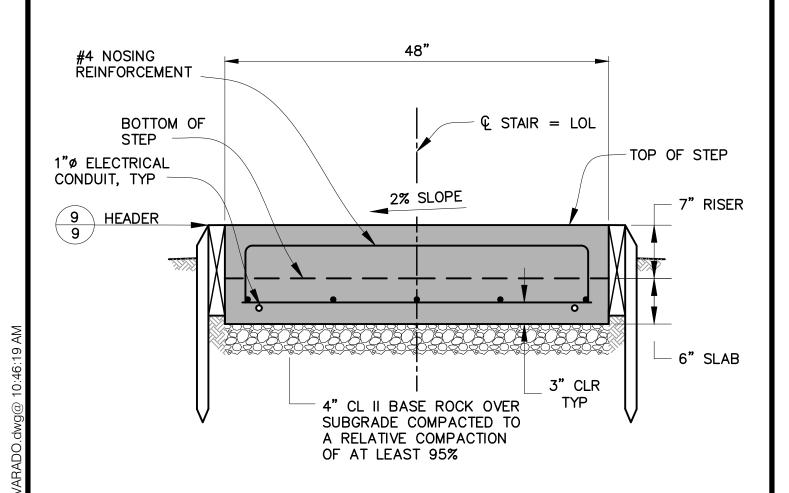


TYPICAL STAIR **ELEVATION**

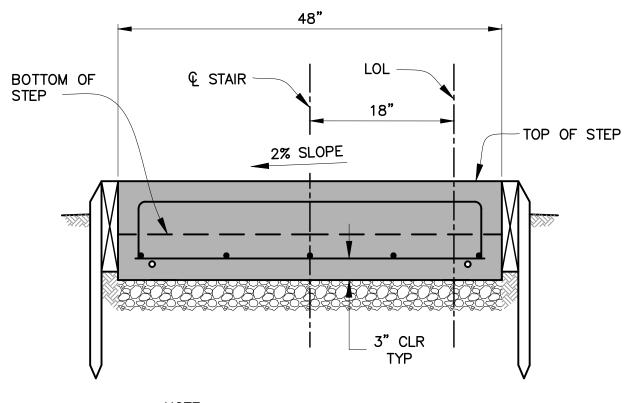


TYPICAL STAIR WITH LANDING **ELEVATION** NTS



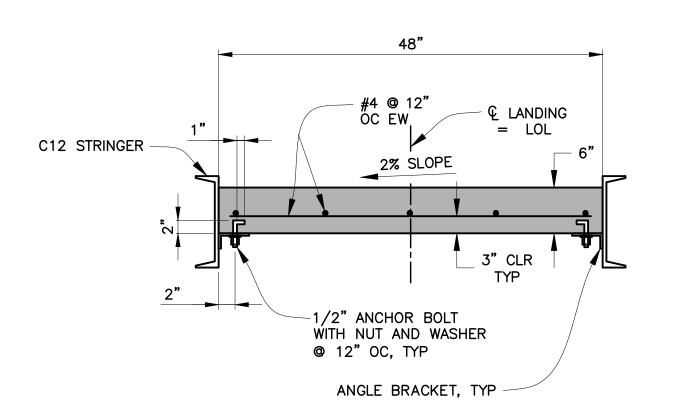


TYPICAL STAIR CROSS SECTION

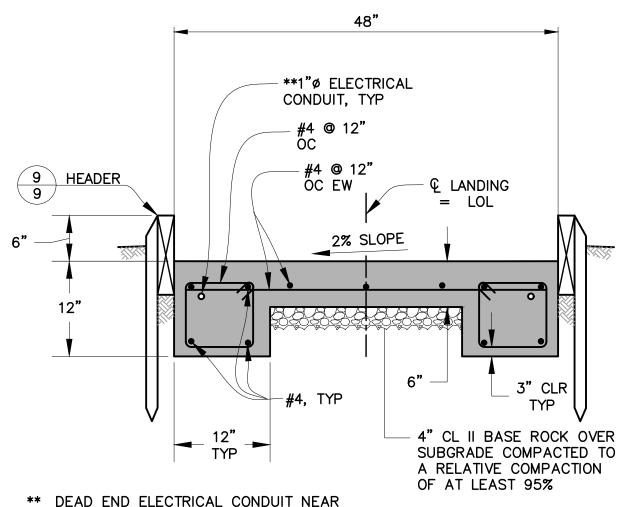


FOR DETAILS NOT SHOWN, SEE TYPICAL STAIR CROSS SECTION

STAIR CROSS SECTION STA 0+45.09 TO STA 0+70.60 STA 0+75.10 TO STA 0+89.60



PRECAST LANDING 5 AT TOP FREE STANDING STAIR CROSS SECTION NTS

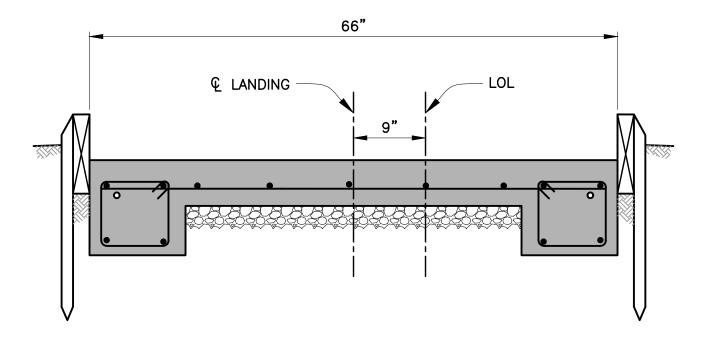


LANDING AT STA 0+25.08 AND

TYPICAL LANDING CROSS SECTION

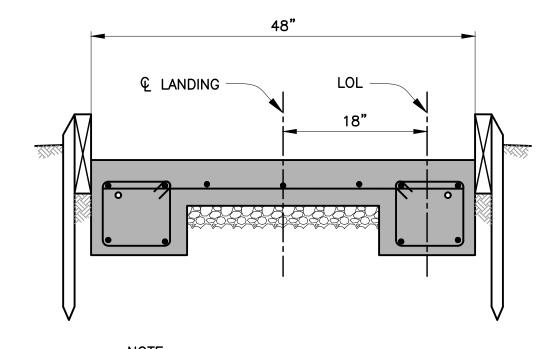
CONSULTANTS im Drive ty, CA 94404 Ш SBANI PREPARED FOR: CITY OF BRISE ENGINEERING SEI DEPARTMEN BRISBAINE, CALIF

LANDING AT STA 2+16.09



FOR DETAILS NOT SHOWN, SEE TYPICAL

LANDING CROSS SECTION STA 0+41.09 TO STA 0+45.09 STA 0+89.60 TO STA 0+97.10

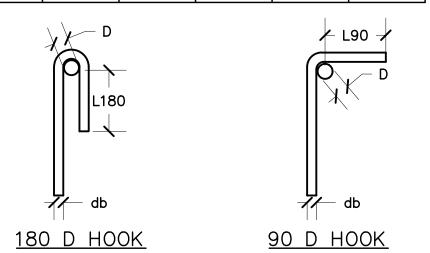


FOR DETAILS NOT SHOWN, SEE TYPICAL LANDING CROSS SECTION

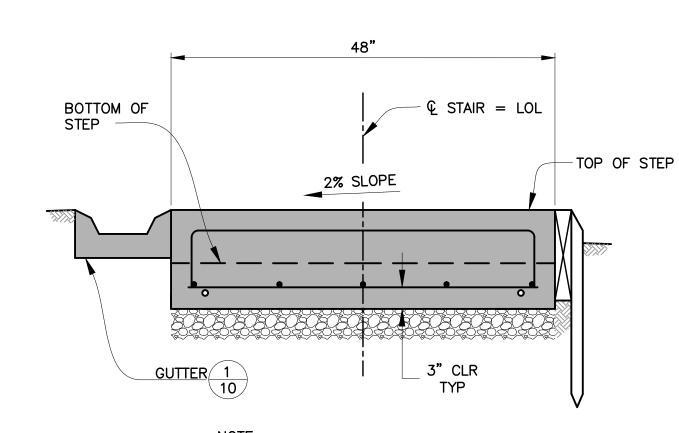
LANDING CROSS SECTION STA 70.60 TO STA 75.10

REINFORCING BAR LAPS DEVELOPMENT & STANDARD HOOKS

BAR	db	Ld DEV. LENGTH	D	L90	L180
#3	3/8"	1'-0"	2 1/4"	4 1/2"	2 1/2"
#4	1/2"	2'-0"	3"	6"	2 1/2"
#5	5/8"	2'-6"	3 3/4"	7 1/2"	2 1/2"
#6	3/4"	3'-0"	4 1/2"	9"	3"



REBAR SCHEDULE



FOR DETAILS NOT SHOWN, SEE TYPICAL STAIR CROSS SECTION

STAIR CROSS SECTION STA 0+27.08 TO STA 0+41.09

SHEET 5 of 14 DATE: 06/25/24

WALKWAY SAN BENITO

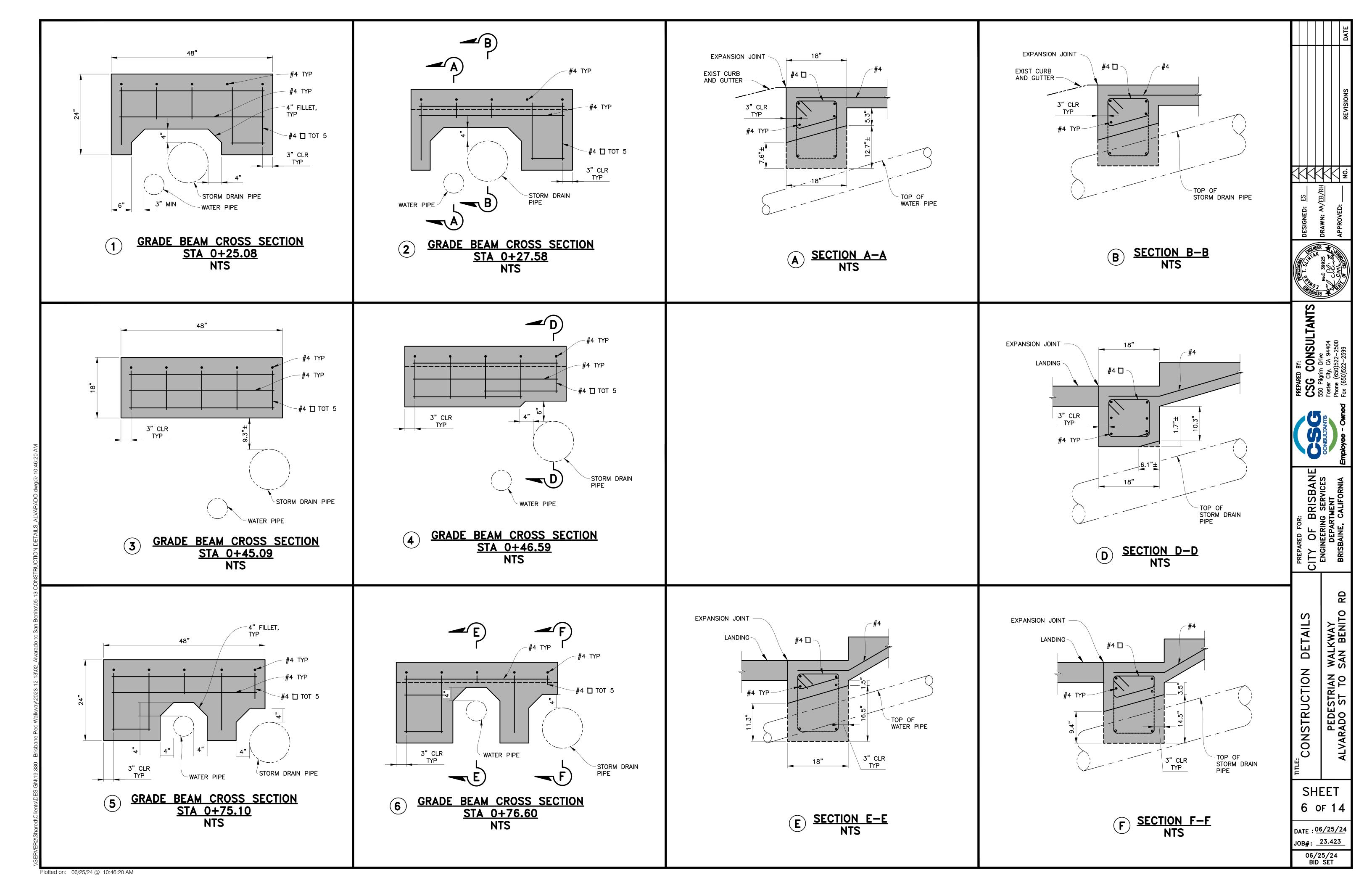
PEDESTRIAN ALVARADO ST TO

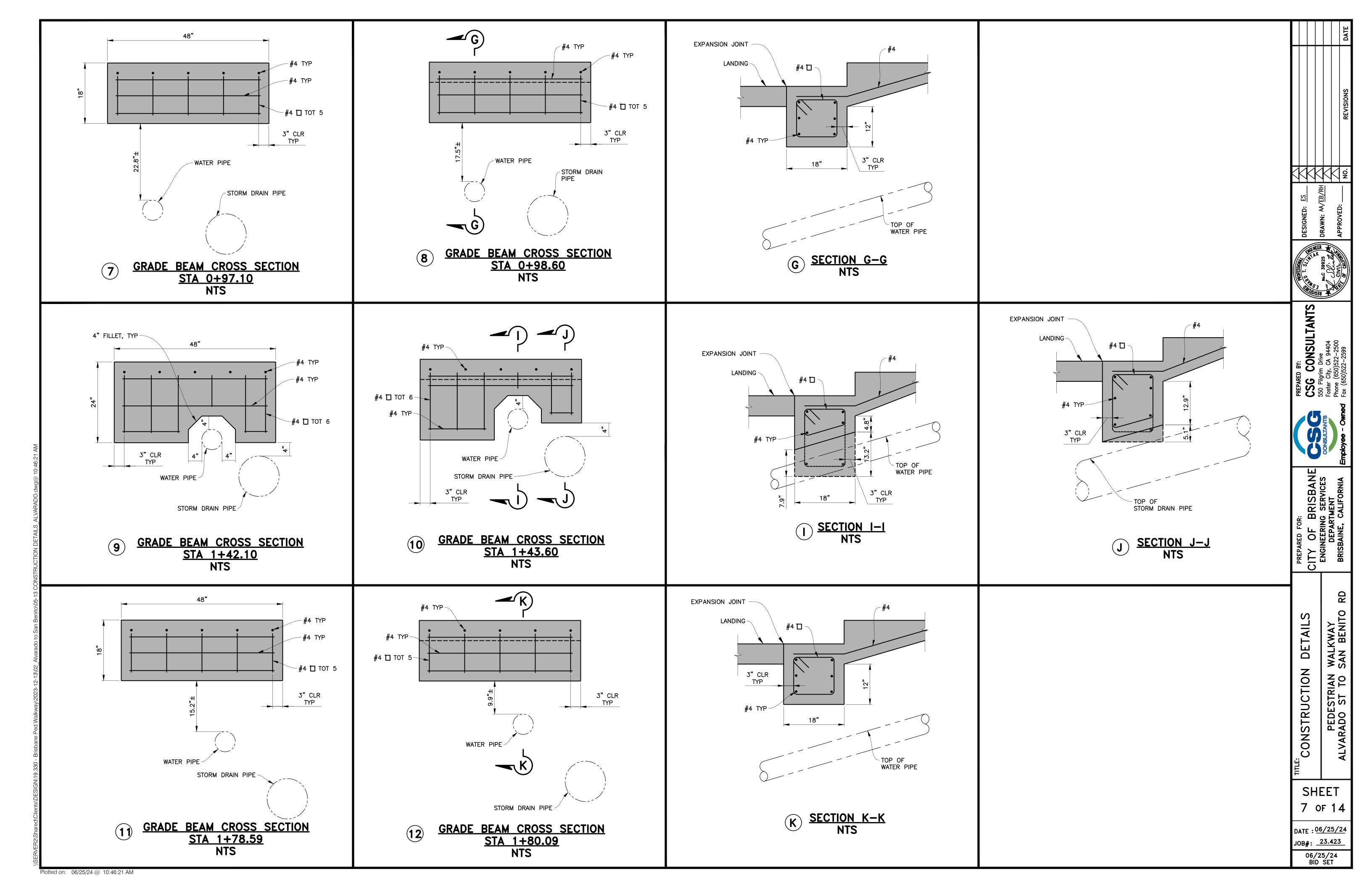
DETAILS

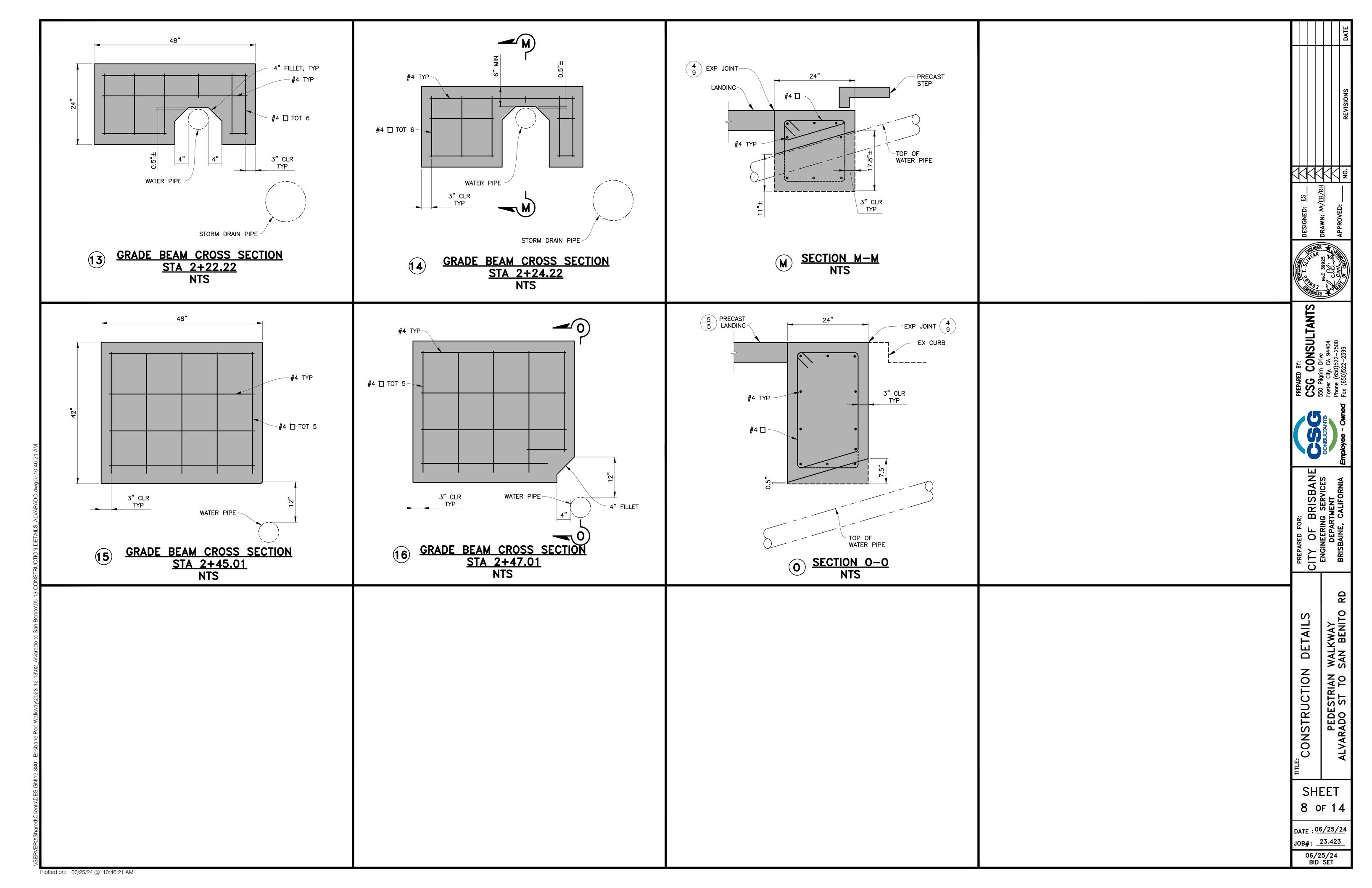
CONSTRUCTION

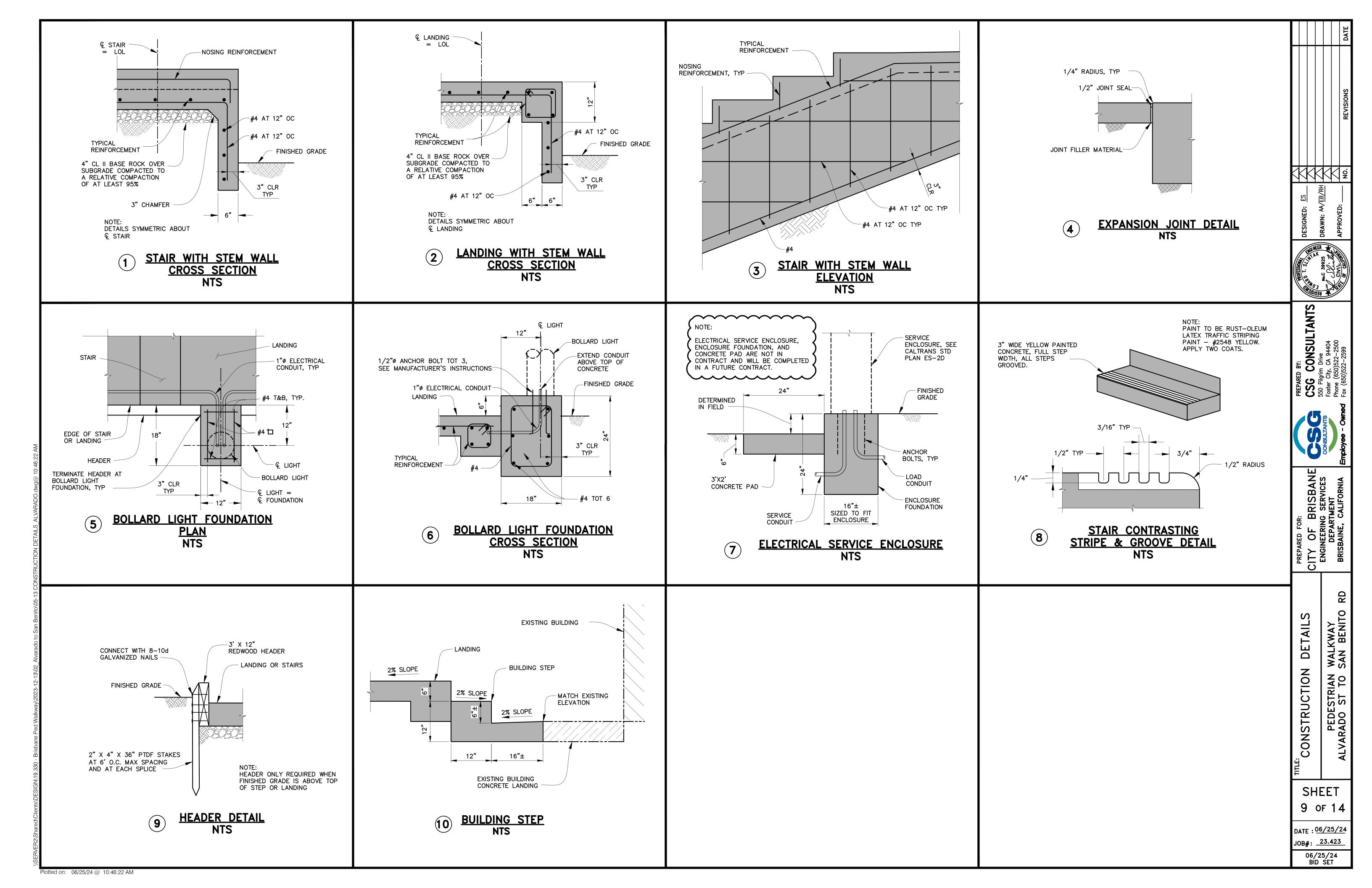
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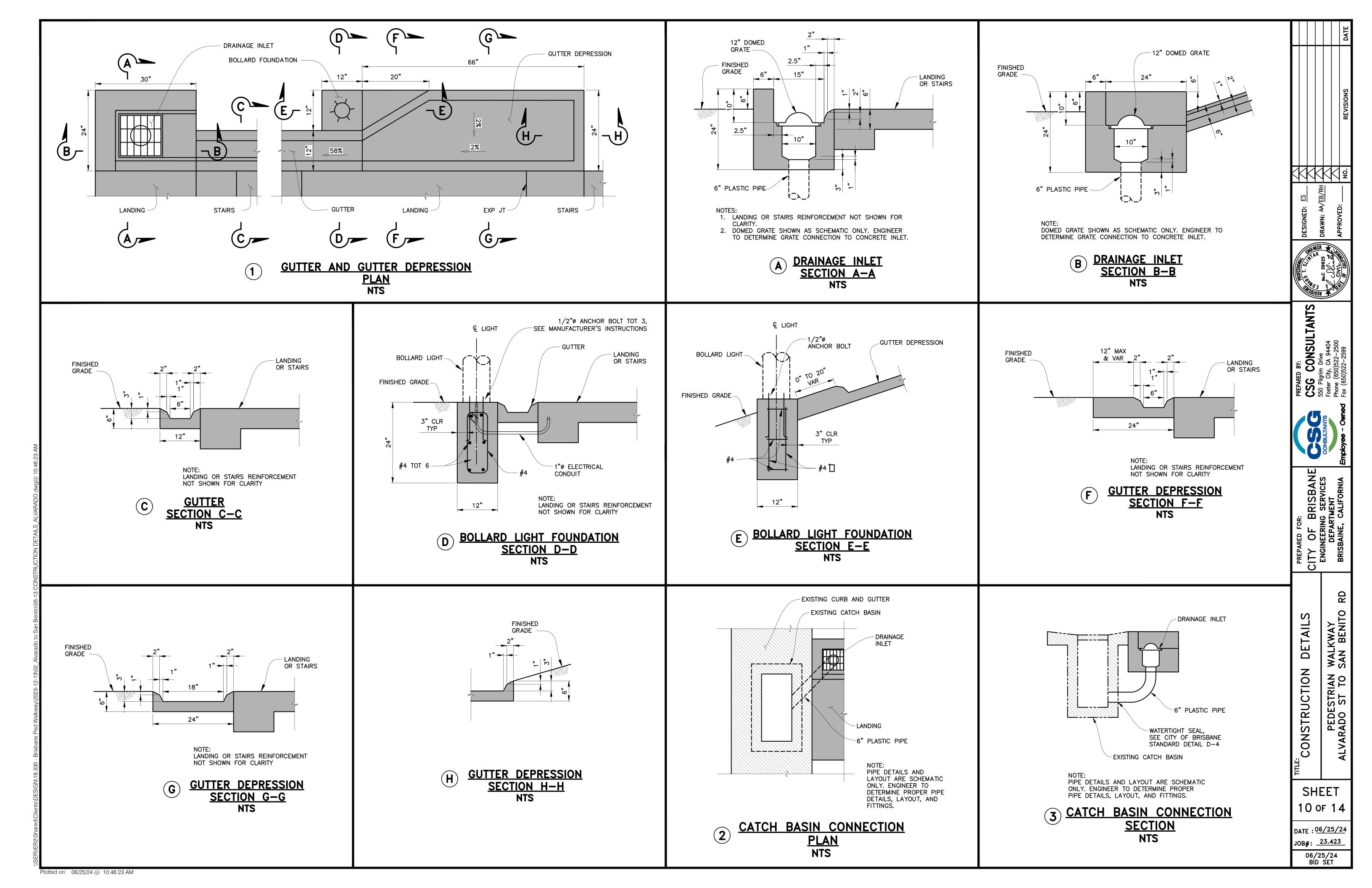
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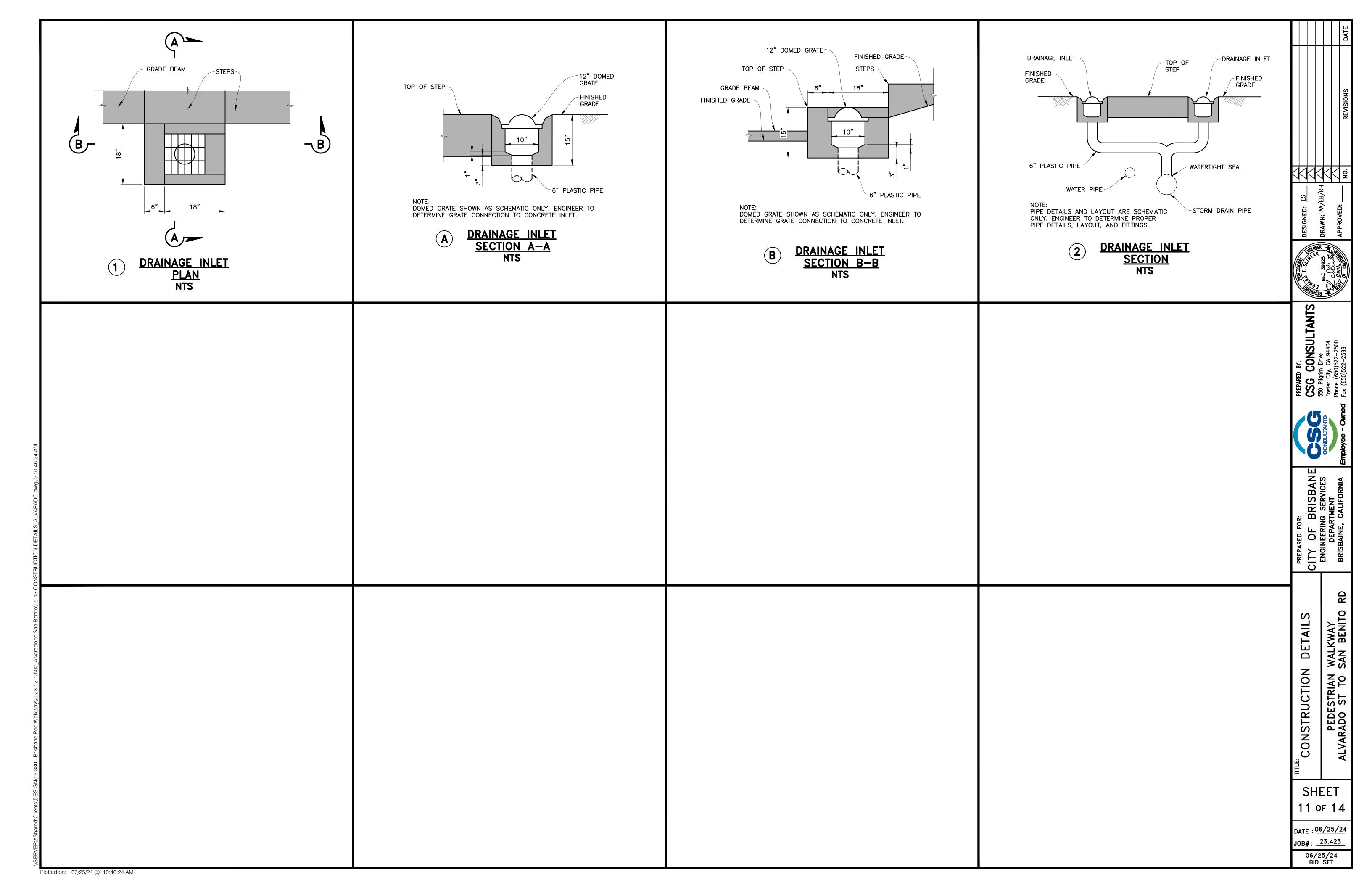


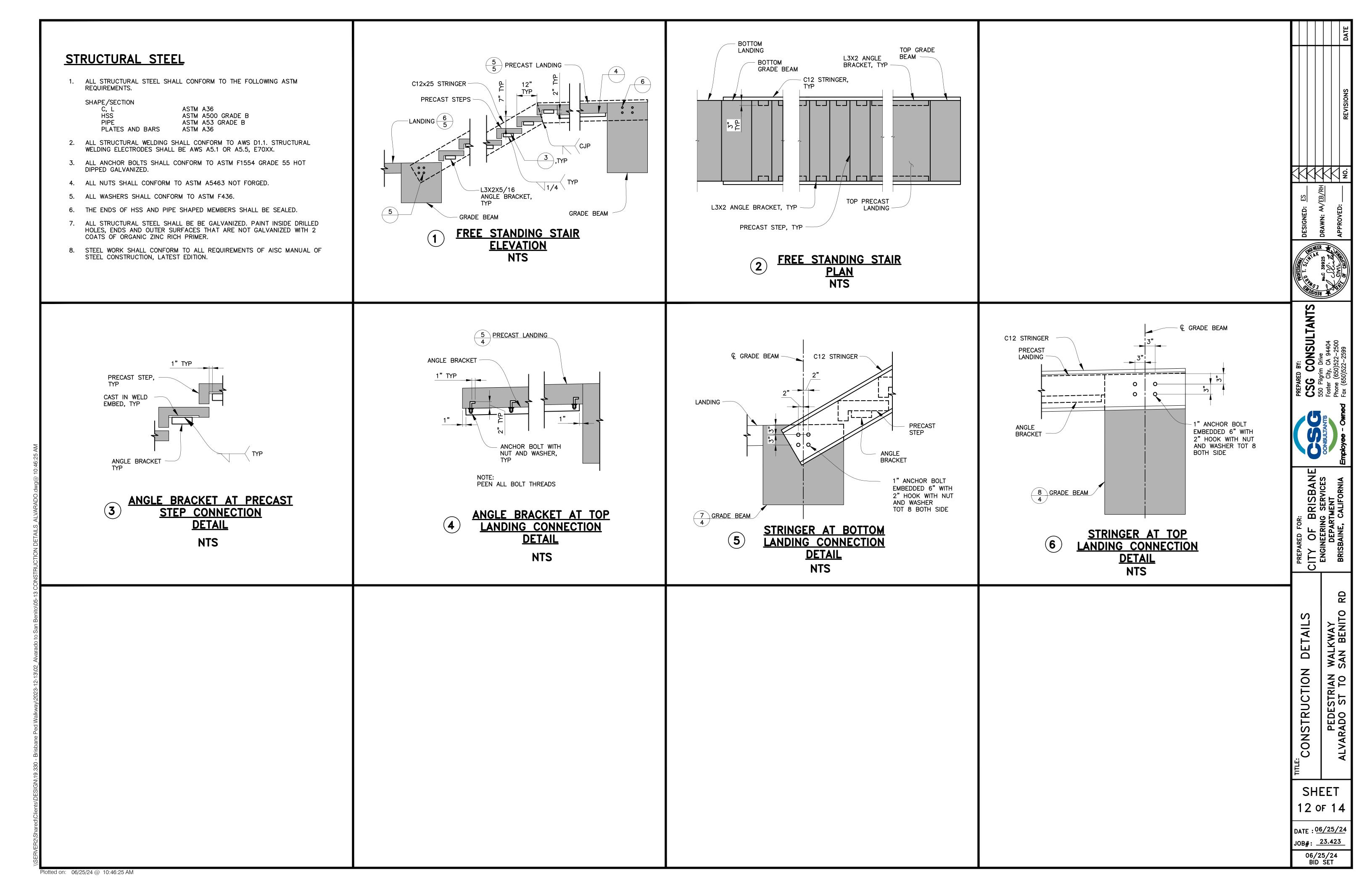


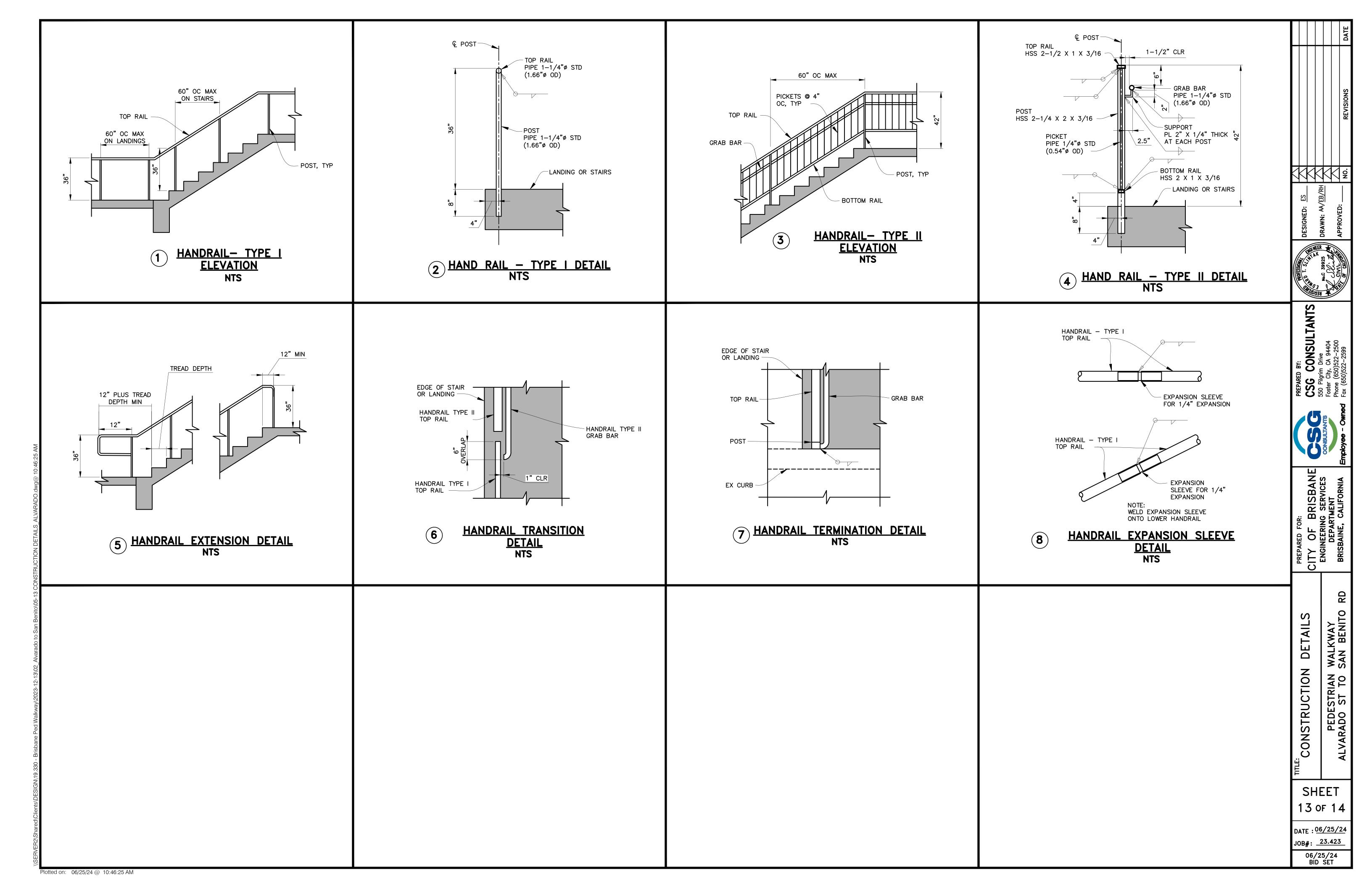












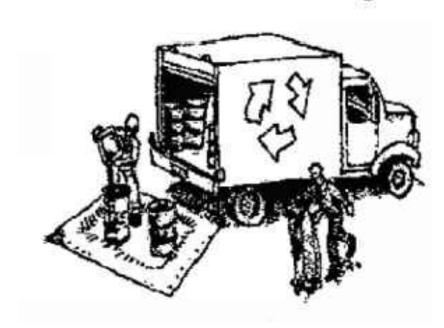
Construction Best Management Practices (BMPs)

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

Clean Water. Healthy Community.

Prevention Program

Materials & Waste Management



Non-Hazardous Materials

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

Hazardous Materials

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

Waste Management

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

Construction Entrances and Perimeter

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

Equipment Management & Spill Control



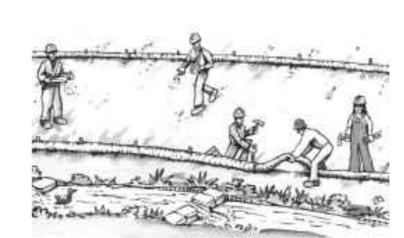
Maintenance and Parking

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

Spill Prevention and Control

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

Earthmoving



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

Contaminated Soils

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

Paving/Asphalt Work

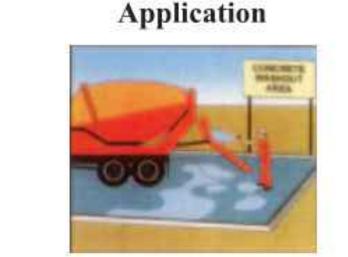


- Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ☐ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ☐ Collect and recycle or appropriately dispose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

Sawcutting & Asphalt/Concrete Removal

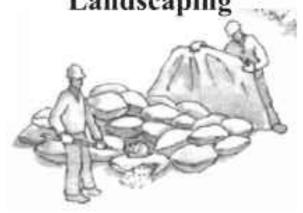
- ☐ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ☐ Shovel, abosorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work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

Concrete, Grout & Mortar



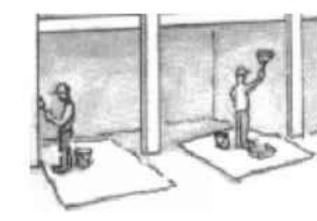
- ☐ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will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

Landscaping



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

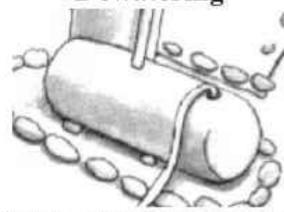
Painting & Paint Removal



Painting Cleanup and Removal

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

Dewatering



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

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

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SHEET

ENCLOSURE E

PROJECT LOCATION AND SITE PHOTOS

Description of location:

The Alvarado to San Benito Stairway project will utilize a 12' wide city property to extend the improved Central Brisbane alleyway/stairways from Alvarado Street at the lower end to San Benito Avenue at the upper end. Entrances to the stairway are located between 395-401 Alvarado Street, and between 207-215 San Benito Road, Brisbane, CA 94005. Aerial images of the stairway location are provided below.





Existing condition site photos:

