



CITY OF PITTSBURG
AMENDED AGENDA

FEBRUARY 20, 2024

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

CLOSED SESSION
6:00 P.M.

REGULAR MEETING
7:00 P.M.

CITY COUNCIL
PITTSBURG ARTS AND COMMUNITY FOUNDATION
PITTSBURG POWER COMPANY
SOUTHWEST PITTSBURG GEOLOGIC HAZARD ABATEMENT DISTRICT II
SUCCESSOR AGENCY

PRESIDING

Juan Antonio Banales, Mayor/Chair
Jelani Killings, Vice- Mayor/Chair
Dionne Adams, Council Member/Board Member
Angelica Lopez, Council Member/Board Member
Shanelle Scales-Preston, Council Member/Board Member

FOR HOUSING AUTHORITY:
S.L. Floyd, Housing Authority Member
Annie Hill Herring, Housing Authority Member

Pittsburg City Council regular meetings are held the first and third Mondays of each month at 7:00 p.m. The Housing Authority meets in conjunction with the City Council on the third Monday of each month. The Pittsburg City Council meets regularly in the Council Chamber at 65 Civic Avenue, unless otherwise noted above. The City Council also sits as the Board of Directors of several other City agencies. The stipends for all agency members conform to state statutes governing compensation amounts. All other Agencies meet on an as needed basis and will be listed above if applicable. Copies of the open session agenda packets, which are distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except from noon to 1:00 p.m. and City holidays). The agenda and reports are also located on the City's website at www.pittsburgca.gov. Additionally, if any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports and documents will also be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

AUDIENCE REMARKS

6:00 PM - CONVENE IN CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to Section 54956.9(d)(2)
Number of cases: one

7:00 PM - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATIONS

2. Quarterly Overview of Use of Force by Law Enforcement Personnel and Overview of Internal Affairs Investigations

CITY MANAGER REPORTS/REMARKS

The City Manager may make brief announcements or informal comments at this time and brief the Council on items of interest. (No Action Required)

PUBLIC COMMENTS

Members of the audience who wish to address the City Council or Agency Boards on issues that are not scheduled for the agenda and on any items listed as part of the Consent Calendar should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given three minutes to address the Council unless additional time is allowed as provided for spokespersons. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. (No Action Required)

COMMITTEE REPORTS

Council Members may make a report on their committee assignments at this time. (see attached list of adhoc committees and other public agencies in which Council members participate). (No Action Required)

CONSIDERATION

3. Adoption of a City Council Minute Order to Appoint Candidates to the Planning Commission

There are currently two (2) vacancies and 2 seats are due to expire on February 28, 2024 on the Planning Commission. Therefore, a total of 4 seats are open for the 4-year term beginning March 1, 2024 through February 28, 2028.

CONFLICT OF INTEREST STATEMENT

City Council/Agency Members may make any conflict of interest declarations pertaining to Consent Calendar items at this time.

COMBINED CITY COUNCIL, PITTSBURG ARTS AND COMMUNITY FOUNDATION,
PITTSBURG POWER COMPANY, SUCCESSOR AGENCY AND SOUTHWEST
PITTSBURG GHAD II CONSENT CALENDAR

4. Receive and File the Treasurer's Report for the Quarter Ending December 31, 2023

Attached is the Treasurer's Report for the fiscal quarter ending December 31, 2023. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

5. Adoption of a City Council Resolution Authorizing Execution of Second Amendment to Consultant Agreement for Project 8336-Americana Park Bypass Channel

Project 8336-Americana Park Bypass Channel (the "Project") requires a biologist to perform construction monitoring services to satisfy the environmental agency requirements. If approved, this resolution will authorize execution of the Second Amendment to the Consultant Services Agreement with SWAIM Biological Inc. for \$76,550 to include construction monitoring services.

6. Adoption of a City Council Resolution Adopting Caltrans Local Assistance Procedure Manual Chapter 10: Consultant Selection

For all California Department of Transportation (Caltrans) state and federally funded projects, there are standards established when administering and procuring Architectural and Engineering (A&E) contracts. The Local Assistance and Procedures Manual (LAPM), Chapter 10: Consultant Selection presents policies and procedures to be utilized by local agencies to follow applicable laws and regulations. If adopted, this resolution will accept the Caltrans LAPM Chapter 10: Consultant selection as part of consultant procurement practices.

7. Adoption of a City Council Resolution Authorizing the Execution of First Amendment to Consulting Services Agreement Between the City of Pittsburg and RCH Group, Planning & Environmental Consulting, Inc.

The proposed item would authorize the City Manager to execute the First Amendment to the Consulting Services Agreement with RCH Group, Planning & Environmental Consulting, Inc. for preparation of CEQA Review and related services for the "Oakstone Northern California Expansion Project" at the Linde plant located at 2000 Loveridge Road, Pittsburg, CA 94565 (AP-23-0046).

The previous contract for CEQA Consultant fees was for a total of Seventy-Two Thousand, Six Hundred and Sixty-Seven dollars (\$72,667). The proposed amendment to the contract will increase it by the following: a) Twenty-Four Thousand, Eight Hundred and Twenty dollars (\$24,820) for additional CEQA Consultant Fees; b) Twenty-One Thousand, Eight Hundred dollars and Ten Cents (\$21,800.10) for staff related processing and project review fees; c) Fourteen Thousand, Three Hundred and Sixty dollars and Fifty-Seven cents (\$14,360.57) for contingency reserve funds, for a total contract budget of One Hundred and Thirty-Three Thousand, Six Hundred and Forty-Seven dollars and Sixty-Seven cents (\$133,647.67).

8. Adoption of a City Council Resolution Allocating Additional Funds, Accept the Plans and Specifications, and Awarding Project 3118-Corporation Yard Fueling System Replacement

Project 3118-Corporation Yard Fueling System Replacement (the “Project”) is for the upgrade of the City’s fueling system at the Environmental Center and installation of monitoring wells at the Corporation Yard that meet requirements set by the California State Water Resources Control Board. If adopted, this resolution will allocate additional funds to the Project, accept the project plans and specifications, and authorize the City Manager to award a construction contract to GEMS Environmental Management Services, Inc.

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for Janitorial Services with Impec Group

The existing Agreement for janitorial services expires on February 28, 2024. If approved, this resolution will authorize execution of a general services agreement for janitorial services with Impec Group, Inc. (Impec).

10. Adoption of a City Council Ordinance Approving an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD)

On February 5, 2024, the City Council held a public hearing on a request to adopt a resolution approving a General Plan Map Amendment and Vesting Tentative Map for a 206-lot single-family residential, subdivision on an approximately 48-acre portion of Village C (Unit 17) and an approximately 10-acre portion of Village O (Unit 16) located immediately south of the Willow Pass Road interchange on State Route 4, near the westernmost edge of Pittsburg city limits in the PD-1362 (Planned Development, Ordinance No. 12-1362) district. Assessor's Parcel Nos. 091-050-072 and portion of 091-050-071. After closing the public hearing, the Council adopted Resolution No. 24-14425 approving the General Plan Map amendment and Vesting Tentative Map for a Major Subdivision. The City Council also introduced and waived further reading of an ordinance approving an amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for the project. The ordinance is now ready for City Council adoption.

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

Council Members may request items to be considered for future agendas. An item will only be brought forward with a majority vote and will appear on a future agenda with staff recommendations for further Council consideration.

COUNCIL MEMBER REMARKS

Council Members may make brief announcements or informal comments at this time. (No Action Required)
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ADJOURNMENT TO MARCH 4, 2024

NOTICE TO PUBLIC

GENERAL INFORMATION

Copies of the open session agenda packets, as distributed to the City Council, are on file in the office of the City Clerk, 65 Civic Avenue, Pittsburg, California, and are available for public inspection, beginning 72 hours in advance, during normal business hours (8:00 a.m. – 5:00 p.m., Monday through Friday, except City holidays). Full agenda packets are also located on the City's website at www.pittsburgca.gov. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given up to three minutes to address the Council unless additional time is allowed as provided for spokespersons. Speakers are not permitted to yield their time to another speaker. Prior to speaking, each member of the public shall state their name and business and City of residence in a clear and audible tone of voice. Pursuant to the Brown Act, no action may be taken by the City Council on items not already scheduled on the agenda; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

PUBLIC HEARINGS

Persons who wish to speak on Public Hearings listed on the agenda will be heard when the Public Hearing is opened, except on Public Hearing items previously heard and closed to public comment. After the public has commented, the item is closed to public comment and brought to the Council/Agency level for discussion and action. Further comment from the audience will not be received unless requested by the Council/Agency.

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge an action taken by the City Council in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised in the public hearing, or in written correspondence delivered to the City Council prior to or at the public hearing. The City Council may be requested to reconsider a decision if the request is made prior to the next City Council meeting, regardless of whether it is a regular or special meeting.

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

In compliance with the Americans with Disabilities Act, the City of Pittsburg will provide special assistance for disabled residents. Upon request, an agenda for any meeting shall be made available in appropriate alternative formats. The Council Chamber is equipped with sound amplifier units for use by the hearing impaired. The units operate in conjunction with the Chamber's sound system. You may request the sound amplifier from the City Clerk for personal use during Council meetings. If you need special assistance to participate in this meeting, or are requesting a specially formatted agenda, please contact the City Clerk at (925) 252-4850. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting or provide the requested agenda format. (28 CFR 35.102-35.104 ADA Title II)

DISRUPTIVE CONDUCT

The Council requests that you observe the order and decorum of our Council Chamber by turning off or setting to vibrate all cellular telephones and electronic devices, and that you refrain from making personal, impertinent, or slanderous remarks. Boisterous and disruptive behavior while the Council is in session, and the display of signs in a manner which violates the rights of others or prevents others from watching or fully participating in the Council meeting, is a violation of our Municipal Code and any person who engages in such conduct can be ordered to leave the Council Chamber by the Mayor.

LIVE MEDIA BROADCASTING ADVISEMENT

City Council meetings are webcast live on the City's website at www.pittsburgca.gov on the Agendas and Live Meetings page. Past meetings and approved minutes are also archived on that webpage. Watch the live meeting via the City's webcast (www.pittsburgca.gov - Agendas and Live Meetings), on Comcast Channel 24 Delta TV, AT&T U-Verse Channel 99 Delta TV. Contact the City Clerk's office at (925) 252-4850 for more information

City Council Agency/Liaison/Subcommittee Assignments as of January 5, 2024

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings Alternate	Standing	Annual		G. Evans
Delta Diablo*	Juan Banales / Shanelle Scales-Preston Alternate	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Angelica Lopez / Juan Banales Alternate	Standing	4th Monday Bi-Monthly	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual		J. Samuelson
MCE Clean Energy Board	Shanelle Scales-Preston / Angelica Lopez Alternate	Standing	Quarterly	7:00 PM	D. Buchanan
TRANSPLAN / ECCRFFA	Shanelle Scales-Preston / Juan Banales Alternate	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Shanelle Scales-Preston & Dionne Adams / Jelani Killings Alternate	Standing	4th Wednesday	4:00 PM	J. Samuelson
LIAISON TO	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
East Bay League of California Cities	Shanelle Scales-Preston / Jelani Killings Alternate	Standing	3rd Thursday		G. Evans
Los Medanos Health Advisory Committee	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Juan Banales & Jelani Killings Alternate	Standing	1st Thursday	6:30 PM	G. Evans
Pittsburg Police Activities League (PAL)	Shanelle Scales-Preston & Angelica Lopez / Dionne Adams Alternate	Standing	Monthly		S. Albanese
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Dionne Adams Alternate	Standing	Quarterly		M. Aliotti
SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
Budget Sustainability	Juan Banales & Jelani Killings	Ad Hoc	As needed		G. Evans
Community and Economic Development	Jelani Killings & Dionne Adams / Juan Banales Alternate	Standing	TBD		J. Davis
Finance Management	Juan Banales & Jelani Killings / Shanelle Scales-Preston Alternate	Standing	3rd Friday	4:00 PM	P. Rodrigues
Government Performance	Juan Banales & Jelani Killings	Ad Hoc	4th Friday	4:00 PM	J. Brizel
Infrastructure and Transportation	Shanelle Scales-Preston & Dionne Adams / Juan Banales Alternate	Standing	3rd Friday	1:30 PM	J. Samuelson
Life Enrichment	Dionne Adams & Angelica Lopez / Shanelle Scales-Preston Alternate	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Shanelle Scales-Preston & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Shanelle Scales-Preston & Angelica Lopez / Jelani Killings Alternate	Standing	1st Wednesday	5:30 PM	S. Albanese
Tobacco, Cannabis, Alcohol Policy Review	Shanelle Scales-Preston & Jelani Killings	Ad Hoc	As needed		G. Evans

*Stipend of \$170 per month

** Stipend of \$100 per month



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Minute Order to Appoint Candidates to the Planning Commission

MEETING DATE: February 20, 2024

EXECUTIVE SUMMARY

There are currently two (2) vacancies and 2 seats are due to expire on February 28, 2024 on the Planning Commission. Therefore, a total of 4 seats are open for the 4-year term beginning March 1, 2024 through February 28, 2028.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Staff recommends appointment of candidates to the open seats.

BACKGROUND

Nine (9) applications were received by the deadline of January 26, 2024. Out of the 9 applicants, seven (7) were interviewed; one (1) applicant was unable to attend the interview; and 1 applicant does not reside in the City.

SUBCOMMITTEE FINDINGS

This item was not discussed at a subcommittee.

STAFF ANALYSIS

The City Council interviewed the following 7 applicants on February 5, 2024.

1. Michael Aparicio
2. Roland Fernandez
3. Sarah Foster (Incumbent)
4. Frank Gordon
5. Arlene Kobata (Incumbent)
6. Charlotte Riles
7. Deandra Stokes

Appointments made to the Planning Commission will serve a 4-year term beginning March 1, 2024 through February 28, 2028. The newly appointed members to the Planning Commission will have the opportunity to attend the Cal Cities Planning Commissioners Academy from March 6 through 8.

ATTACHMENTS: Applications

Report Prepared By: Melaine Venenciano, Director of City Clerk Services

Entry #: 1 - Planning Commission (Age 18+) **Status:** Submitted **Submitted:** 8/1/2023 10:26 AM

APPLICATION FOR PUBLIC PARTICIPATION ON A COMMISSION

Applications are due 1/26/24

Interviews scheduled for the evening of 2/5/24

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Roland Fernandez

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

Currently Serving as Community Advisory Commissioner

Why are you interested in serving on this commission?

would like to be more involved with our Cities Planning in our communities surroundings.

Please list and briefly describe any other community activities or organizations in which you participate.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

8/1/2023

APPLICATION FOR PUBLIC PARTICIPATION ON A COMMISSION

Applications are due 1/26/24

Interviews scheduled for the evening of 2/5/24

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Deandra Stokes

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

In terms of professional experience, I have worked independently delegating and assigning various tasks for special projects as needed, managed multiple priorities, and provided primary support to various program coordinators and managers. My technical experience includes MS Office 365, MS Outlook, Adobe, and Desktop Publishing. My soft skill is that I connect well with people and can work together effectively with individuals at different levels.

Why are you interested in serving on this commission?

I want to be part of the city planning commission because I really care about how our city grows and gets better. I have been a resident of Pittsburg for over 35 years and have seen the growth and development that has made our city a beautiful place to live in and raise a family. I like thinking about where buildings should go, how parks can be made, and how everyone can have a good place to live. It's exciting to help make decisions that can make our city a nice and safe place for everyone. I enjoy research and coming up with good ideas. Being on the planning commission lets me use my ideas and skills to help our city be the best it can be and possibly become a catalyst for cities to model after.

Please list and briefly describe any other community activities or organizations in which you participate.

Currently I am a Certified Notary Public for the State of California, HOA Board of Directors President for River Run Community Association. I previously served as a member of the Soroptimist International - Pittsburg Chapter, as Assistant Treasurer.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

8/3/2023

Entry #: 6 - Planning Commission (Age 18+) **Status:** Submitted **Submitted:** 8/8/2023 11:29 AM

APPLICATION FOR PUBLIC PARTICIPATION ON A COMMISSION

Applications are due 1/26/24

Interviews scheduled for the evening of 2/5/24

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Frank Gordon

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

Attended several League of California Cities Planning Commission Training Sessions. Chaired both an HOA and a Senior Housing Board of Directors.

Why are you interested in serving on this commission?

The future growth of Pittsburg depends on having a knowledgeable Planning Commission. I have a 40-year history of living in Pittsburg along with 9 years Planning Commission experience. I have also spent 12 years on the Contra Costa Hazardous Materials Commission dealing with large industry, refineries, chemical plants, and the Industrial Safety Ordinance. Pittsburg deserves to have someone with experience on the Commission,

Please list and briefly describe any other community activities or organizations in which you participate.

Kiwanis Club of Pittsburg.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

8/8/2023

APPLICATION FOR PUBLIC PARTICIPATION ON A COMMISSION

Applications are due 1/26/24

Interviews scheduled for the evening of 2/5/24

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Michael Aparicio

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

I'm a member of UA Local union 342, and have worked in various piping industries such as natural gas, semiconductors, and heavy industrial. The combined necessity of each of those sectors is this: proper planning is essential.

Why are you interested in serving on this commission?

I'm not interested in serving, it is my civic duty and responsibility to serve at the pleasure of the community. There is the only interest which I will serve.

Please list and briefly describe any other community activities or organizations in which you participate.

I'm appointed on two separate committees for my union.

The first committee is, the benevolence fund committee

In this committee we sell raffle tickets before ever meeting, count the proceeds, and deliver the funds, and raffle tickets to the President before the meeting ends. Half of the proceeds are raffled off after the meeting. The other half goes into a fund where the membership can, put forward a request to allocate an amount to another member who is in injured, or has fallen on hard times.

(This committee unpaid)

The second committee is, the election committee.

In this committee we ensure the integrity of the election process. By checking voter identity, and illegibility to vote. Every ballot is hand counted the same day of voting, and the results are recounted until all the numbers are added up correctly. (This committee is both paid, and unpaid.)

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

9/27/2023

APPLICATION FOR PUBLIC PARTICIPATION ON A COMMISSION

Applications are due 1/26/24

Interviews scheduled for the evening of 2/5/24

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Arlene Kobata

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

I am current planning commissioner for City of Pittsburg

Why are you interested in serving on this commission?

I'd like to continue making a better Pittsburg for our future

Please list and briefly describe any other community activities or organizations in which you participate.

Currently City of Pittsburg Planning commissioner, Sierra Club board member, Delta Club, previous Community Advisory Commissioner, I attend most meetings and events for City of Pittsburg, I run Pittsburg Proud facebook page to engage residents with the city that they live in. I have over 3200 members.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

A handwritten signature in dark ink, consisting of a series of loops and a long horizontal stroke, followed by a vertical line extending upwards.

Date

12/13/2023

Entry #: 19 - Planning Commission (Age 18+) **Status:** Submitted **Submitted:** 1/3/2024 3:14 PM

APPLICATION FOR PUBLIC PARTICIPATION ON A COMMISSION

Applications are due 1/26/24

Interviews scheduled for the evening of 2/5/24

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Charlotte Riles

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

Business Development and Finance Manager for 14 years

Why are you interested in serving on this commission?

Being a resident of Pittsburg I am excited about the growth and watching the city revive and would love to be a part of the future of the city of Pittsburg

Please list and briefly describe any other community activities or organizations in which you participate.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

1/3/2024

Entry #: 29 - Planning Commission (Age 18+) **Status:** Submitted **Submitted:** 1/26/2024 2:58 PM

APPLICATION FOR PUBLIC PARTICIPATION ON A COMMISSION

Applications are due 1/26/24

Interviews scheduled for the evening of 2/5/24

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Sarah Foster

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

Direct experience: I'm an incumbent commissioner who's built experience in land use, transportation, zoning and general plan knowledge, and still learning.

Indirect experience/education: Completed master-level courses in housing, urban studies and public policy through San Francisco State University and a recent alum of Urban Habitat's Board and Commissions Leadership Insititute. Gained a broad worldview from 21 and 8 tours of duty in the military between east and west coast which developed my ability to be intuitive, have cultural competence and adaptable when challenges arise.

Why are you interested in serving on this commission?

I desire to continue to serve at the pleasure of the City Council and my fellow Pittsburg residents to advocate for:

Civic sustainability: We can only ensure a sustainable community by democratizing participation to meet current environmental, economic and social needs that will be beneficial in the long-term

Equity: to prioritize styles of engagement for silent and underrepresented stakeholders so that their voice, concerns and perspectives will heard. When we center people in the engagement process, we nurture a sense of belonging, pride in place, participation in engagement and collaborate through long-term stewardship

Please list and briefly describe any other community activities or organizations in which you participate.

Contra Costa Sustainability Commission, Environmental Justice Chair

Contra Costa Commission for Women and Girls

Member, Bike East Bay

Supporter, Reimagining the Civic Commons

Supporter, Strong Towns

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

A handwritten signature in black ink, appearing to read "J. J. Smith", is written over a faint, illegible printed name.

Date

1/26/2024



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Receive and File the Treasurer's Report for the Quarter Ending December 31, 2023

MEETING DATE: February 20, 2024

EXECUTIVE SUMMARY

Attached is the Treasurer's Report for the fiscal quarter ending December 31, 2023. The report includes the combined detailed information of the City and the Successor Agency's (Agency) investments, which are compliant with the City's and Agency's Investment Policies.

FISCAL IMPACT

The City's expenditure requirements for the next six months are covered by anticipated revenues from City operations and liquidity from maturing investments. The difference between market value and cost as of December 31, 2023, will be reflected in the City's financial statements for Fiscal Year 2023-24 as an adjustment to interest income for each of the City's funds on a pro rata basis as required by Governmental Accounting Standards Board Statement Number 31. Due to the recent rise in interest rates available in the capital markets, value for existing holdings have fallen on paper and will not be realized. This drop in value had increased as inflationary pressure continued to move rates higher. Market values change on a daily basis. The change in market value is considered temporary in nature, as the City mostly holds its investments until maturity, when they can be redeemed at par value.

RECOMMENDATION

City Council accept the Treasurer's Report for the quarter ending December 31, 2023, for information purposes only.

BACKGROUND

Each fiscal quarter, an Investment Summary Report is required to be provided, by policy, to the City Council for review.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

The City's objectives in order of priority, are to provide safety, ensure the preservation of capital, provide sufficient liquidity for cash needs and earn a competitive rate of return (yield) within the confines of the California Government Code and the Investment Policy. Chandler Asset Management is responsible for managing investments in accordance with the City's investment policy. All portfolio holdings were held with investment grade securities.

The advisor-managed funds are comprised of operating funds managed in a Core Portfolio account, as well as several Non-Successor Agency bond-related funds. The City's advisor works to achieve the City's objectives by investing in high quality fixed income securities consistent with the City's investment policy and California Government Code.

The Core Portfolio represents the City's cash reserves. Its return objective is to enhance both interest income and principal value as measured by total return. Total return reflects the value added to the portfolio for a period of time from interest income, realized gains and losses, as well as unrealized gains and losses. The portfolio's total return for the quarter was 2.61%, comparing to the City performance benchmark of 2.49%, the Intercontinental Exchange Bank of America Merrill Lynch (ICE BAML) 1-3 Year U.S. Treasury/Agency Index. Since inception (7/31/2018), the portfolio's total return through quarter end is 1.75%, which slightly overperformed the benchmark return of 1.47% for the same period. Total returns for the quarter and since inception reflect fluctuations in market value.

Summary Cash and Investments as of 12/31/2023		
Investments and Cash	Original Cost	Market Value
Investments		
Portfolio of Securities (Managed by Chandler)	99,335,531.29	98,919,447.36
Bond Managed Reserve (Chandler)	3,554,682.10	3,559,271.96
Section 115 Pension Trust (PARS)	3,017,950.46	3,098,236.95
LAIF	40,919,072.41	40,654,863.33
Total Investments	146,827,236.26	146,231,819.60
City Managed		
Cash	19,876,102.85	19,876,102.85
Bond Funds - Restricted Reserve	64,286,798.26	64,304,065.25
Total City Cash	84,162,901.11	84,180,168.10
Total Cash and Investments	230,990,137.37	230,411,987.70

Sector Allocation					
Security Type	Par Value	Original Cost	Market Value	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents	19,876,102.85	19,876,102.85	19,876,102.85	1	N/A
Money Market Funds	2,497,525.57	2,497,525.57	2,497,525.57	1	4.92%
Investment Pools	40,919,072.41	40,919,072.41	40,654,863.33	1	N/A
Total Liquidity	63,292,700.83	63,292,700.83	63,028,491.75	1	4.92%
U.S. Treasury Notes	43,050,000.00	42,008,657.66	41,917,791.73	248	3.70%
Federal Agency Securities	15,025,000.00	15,067,998.25	15,066,024.70	1022	3.71%
Negotiated Certificates of Deposit	5,500,000.00	5,498,754.18	5,513,525.00	193	5.66%
Medium-Term Corporate Notes	18,010,000.00	17,988,624.85	17,694,235.37	471	2.52%
Asset-Backed Securities	4,071,875.57	4,051,615.93	4,018,670.47	1113	3.32%
Commercial Paper	3,000,000.00	2,882,872.22	2,945,653.62	117	5.90%
Supranationals	3,105,000.00	3,153,900.60	3,081,807.82	566	2.33%
Collateralized Mortgage Obligations	6,425,000.00	6,185,582.03	6,184,213.08	1142	4.29%
Total Securities	98,186,875.57	96,838,005.72	96,421,921.79	506	3.64%
Total Operating Funds	161,479,576.40	160,130,706.55	159,450,413.54	307	2.28%
Bonded Debt Funds					
Pittsburg Pension Bond	2,407,179.89	2,407,179.89	2,407,179.89	1	5.21%
Pittsburg AD Auto Mall	352,314.68	345,238.64	349,828.50	47	5.47%
Pittsburg AD Vista DM	802,263.57	802,263.57	802,263.57	1	5.21%
Additional Bonded Debt Funds	64,286,798.26	64,286,798.26	64,304,065.25	N/A	N/A
Total Bonded Debt Funds	67,848,556.40	67,841,480.36	67,863,337.21	6	5.24%
Section 115 Trust					
Equity Mutual Fund	3,017,950.46	3,017,950.46	3,098,236.95		
Total Section 115 Trust Funds	3,017,950.46	3,017,950.46	3,098,236.95	N/A	N/A
Total City Funds	232,346,083.26	230,990,137.37	230,411,987.70		

Governmental Accounting Standards Board Statement 31 requires the City to recognize the fair market value of its investments at the end of each fiscal year. The market values of investments included in this report were obtained from the State Controller's office for Local Agency Investment Funds (LAIF), and from the City's registered investment advisor and bond trustees for longer-term investments.

Attached is the Chandler Asset Management (CAM) Investment Report detailing an economic update, account profile and investment activity for the quarter ending December 31, 2023.

ATTACHMENTS: Letter from City Treasurer
Investment Report by Chandler Asset Management

Report Prepared By: Christina Nguyen, Accountant II

Report Reviewed By: Andy Wang, Assistant Director of Finance



**City of Pittsburg
Finance Division
65 Civic Avenue
Pittsburg, California 94565**

February 2, 2024

Honorable Mayor and City Council:

I have reviewed the City of Pittsburg's Treasury Report for the quarter ending December 31, 2023, and find that it complies with the Investment Policy established by my office.

Sincerely,

A handwritten signature in black ink that reads "Nancy Parent". The signature is fluid and cursive, with a long horizontal stroke at the end.

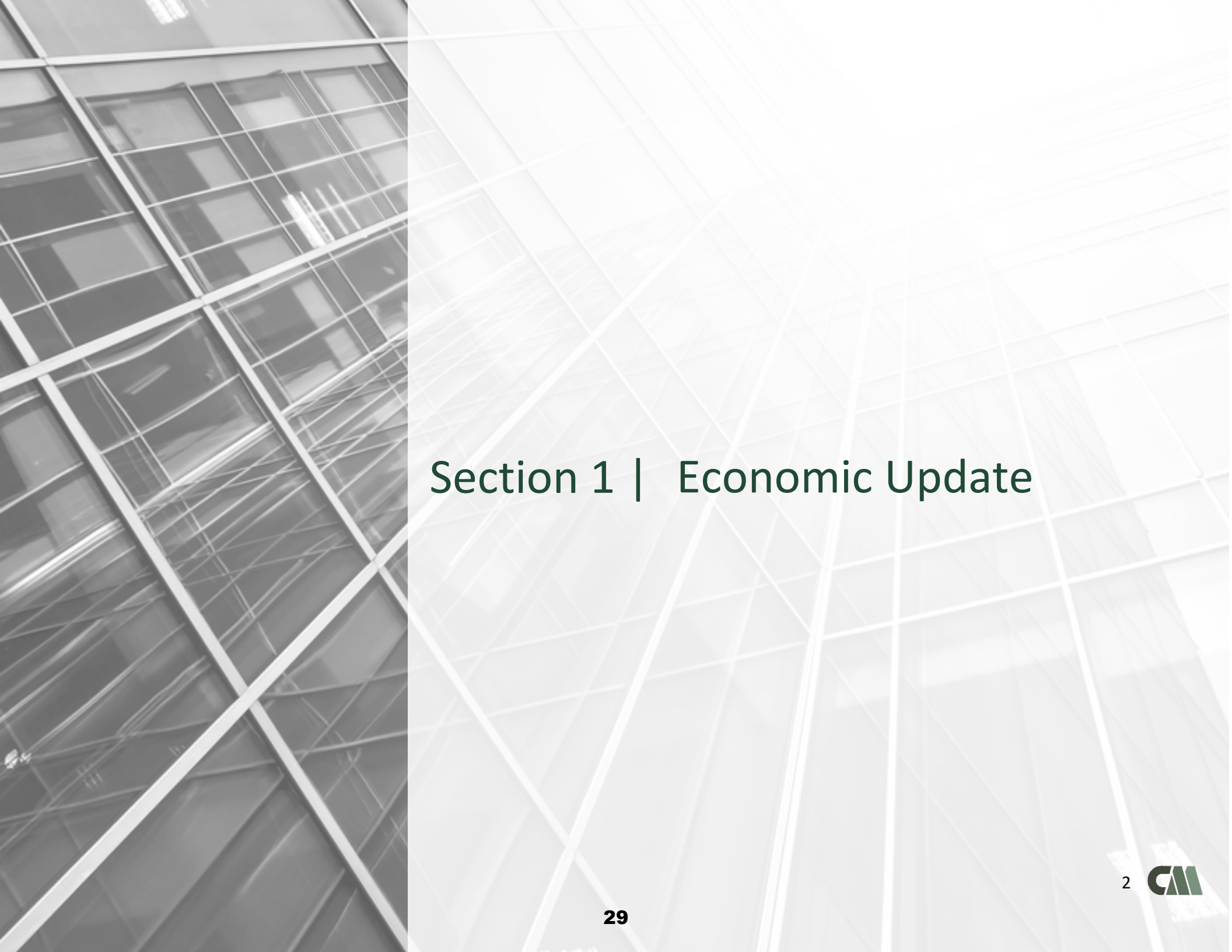
Nancy Parent
City Treasurer

City of Pittsburg

Period Ending December 31, 2023

CHANDLER ASSET MANAGEMENT, INC. | 800.317.4747 | www.chandlerasset.com

SECTION 1	Economic Update
SECTION 2	Account Profile
SECTION 3	Consolidated Information
SECTION 4	Portfolio Holdings
SECTION 5	Transactions

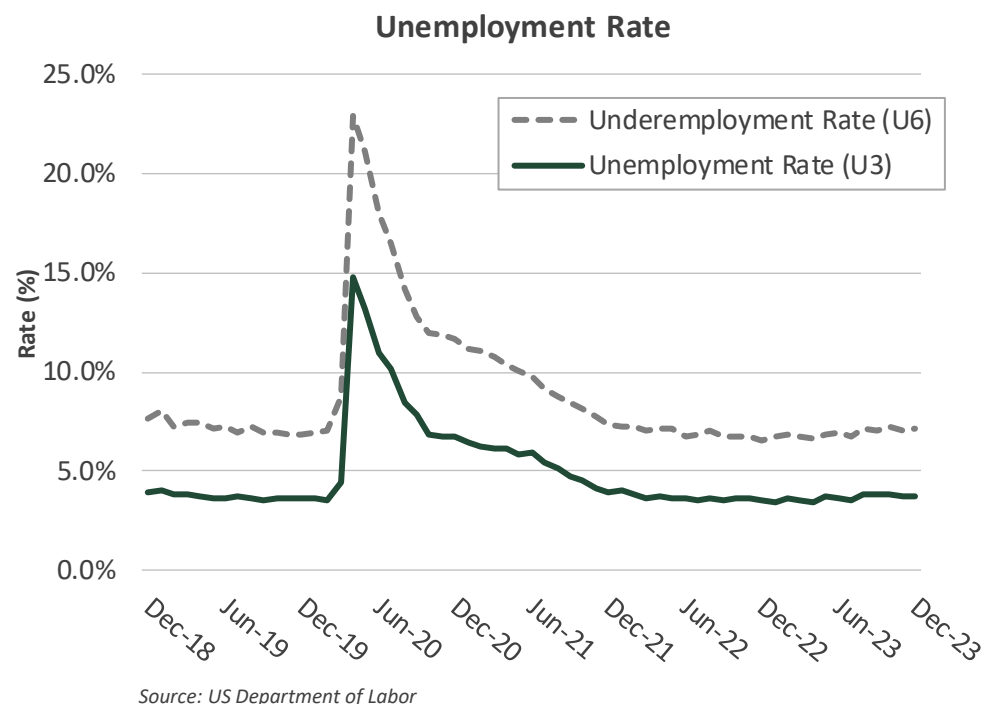
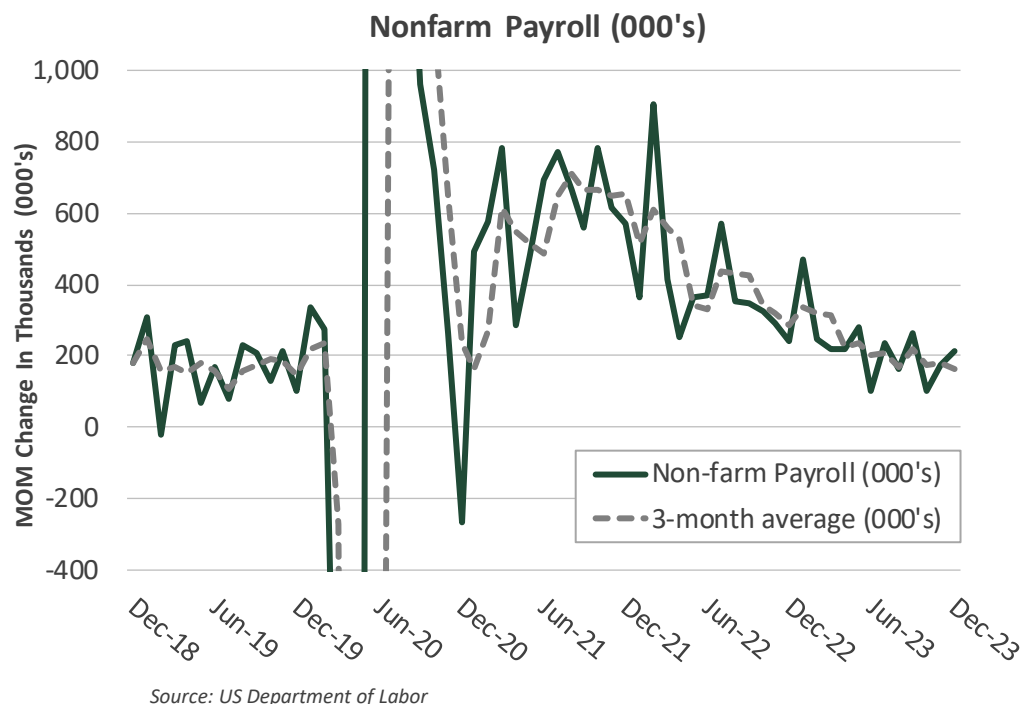


Section 1 | Economic Update

Economic Update

- Recent economic data has shown above trend growth fueled by a rise in consumer spending and a continuing healthy US job market. Inflationary trends are subsiding, but core levels remain above the Fed's target. Given the cumulative effects of restrictive monetary policy and tighter financial conditions, we believe the economy will gradually soften and the Fed will loosen monetary policy in 2024.
- As expected at the December meeting, the Federal Open Market Committee voted unanimously to leave the Federal Funds rate unchanged at a target range of 5.25 - 5.50%. Fed Chair Powell signaled that the federal funds rate is likely at or near its peak. The new Summary of Economic Projections reflected Core PCE inflation reaching the target 2% level in 2026 without a significant increase in unemployment. We believe the FOMC will loosen monetary policy in mid-2024 as inflation and economic growth continue to moderate.
- US Treasury rates fell steeply across the yield curve in December on decelerating inflation readings and a more dovish Federal Reserve outlook. The 2-year Treasury yield declined 43 basis points to 4.25%, the 5-year Treasury yield dropped 42 basis points to 3.85%, and the 10-year Treasury yield decreased 45 basis points to 3.88%. The inversion between the 2-year Treasury yield and 10-year Treasury yield widened to -37 basis points at December month-end versus -35 basis points at November month-end. The spread between the 2-year Treasury and 10-year Treasury yield one year ago was -55 basis points. The inversion between 3-month and 10-year Treasuries widened to -146 basis points in December from -107 basis points in November. Interest rates peaked in 2023 followed by the Fed's dovish pivot late in the year, resulting in a decline in yields across the curve and signaling less restrictive monetary policy in 2024. The shape of the yield curve indicates that the probability of recession persists.

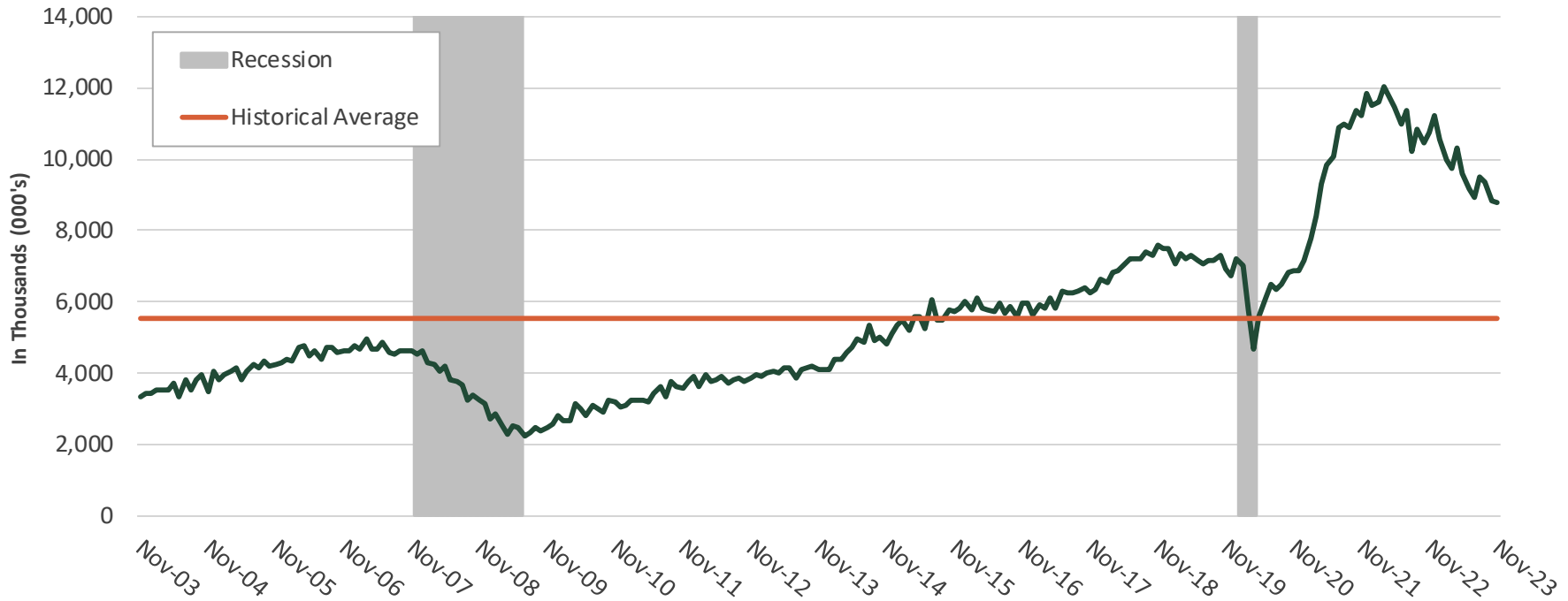
Employment



The U.S. economy added 216,000 jobs in December, exceeding consensus expectations of 175,000, and the last two months were revised down by 71,000 jobs. Leading sectors included government, leisure and hospitality, and healthcare. The trajectory of job creation is gradually moderating, with the three-month moving average payrolls at 165,000 and the six-month moving average at 193,000. The unemployment rate remained unchanged at 3.7%, and the labor participation rate decreased to 62.5% from 62.8%, falling well below the pre-pandemic level of 63.3%. The U-6 underemployment rate, which includes those who are marginally attached to the labor force and employed part time for economic reasons rose to 7.1% from 7.0% last month. Average hourly earnings rose 4.1% year-over-year in December, increasing from a 4.0% gain last month. Employment remains strong by historical standards, but data are trending toward a less robust labor market outlook.

Job Openings & Labor Turnover Survey

Job Openings

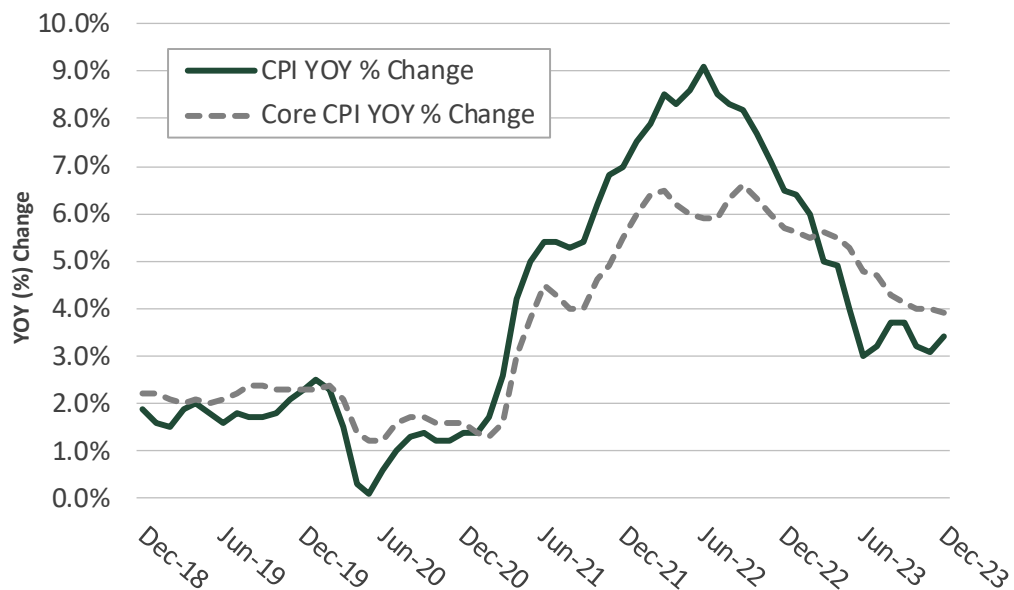


Source: US Department of Labor

The Labor Department's Job Openings and Labor Turnover Survey (JOLTS) dipped to 8.79 million in November, compared to an upwardly revised 8.85 million for October. While on a downward trend, job openings still represent a healthy ratio of around 1.4 jobs for each unemployed individual. The quits rate declined to 2.2%, hovering around pre-pandemic levels, down from its high of 3.0% in mid-2022 when labor demand far outstripped supply. While the current level of job openings remains elevated from a historical perspective, the trend is decelerating.

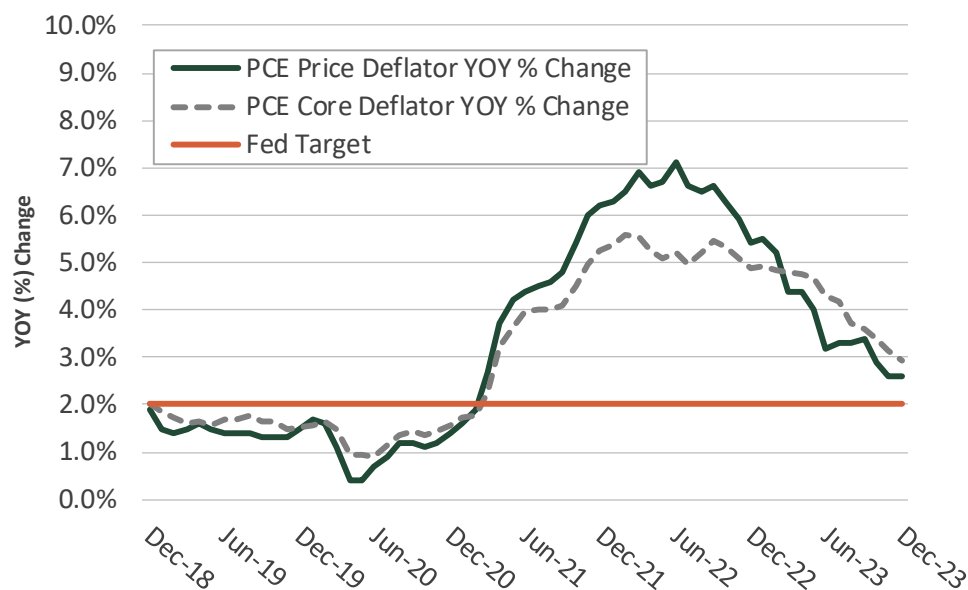
Inflation

Consumer Price Index (CPI)



Source: US Department of Labor

Personal Consumption Expenditures (PCE)

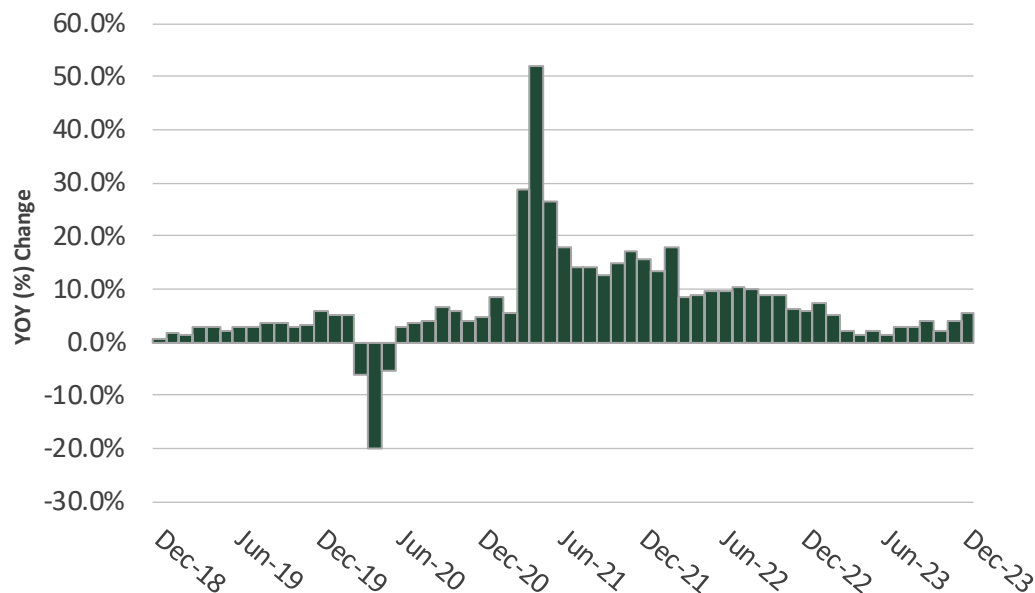


Source: US Department of Commerce

The Consumer Price Index (CPI) increased 0.3% month-over-month and 3.4% year-over-year in December, increasing from 3.1% year-over-year in November. The Core CPI, which excludes volatile food and energy components, was up 0.3% month-over-month and 3.9% year-over-year, down from November. Shelter costs remain elevated, contributing to more than half of the overall increase while motor-vehicle insurance costs jumped by over 20%, the most since 1976. The Personal Consumption Expenditures (PCE) Index headline inflation increased 0.2% month-over-month and rose 2.6% year-over-year in line with November. Core PCE, the Federal Reserve's preferred inflation gauge, increased 0.2% month-over-month and continued its deceleration to 2.9% year-over-year in December from a 3.2% year-over-year in November. The trend is moderating, but inflation remains above the Fed's 2% target.

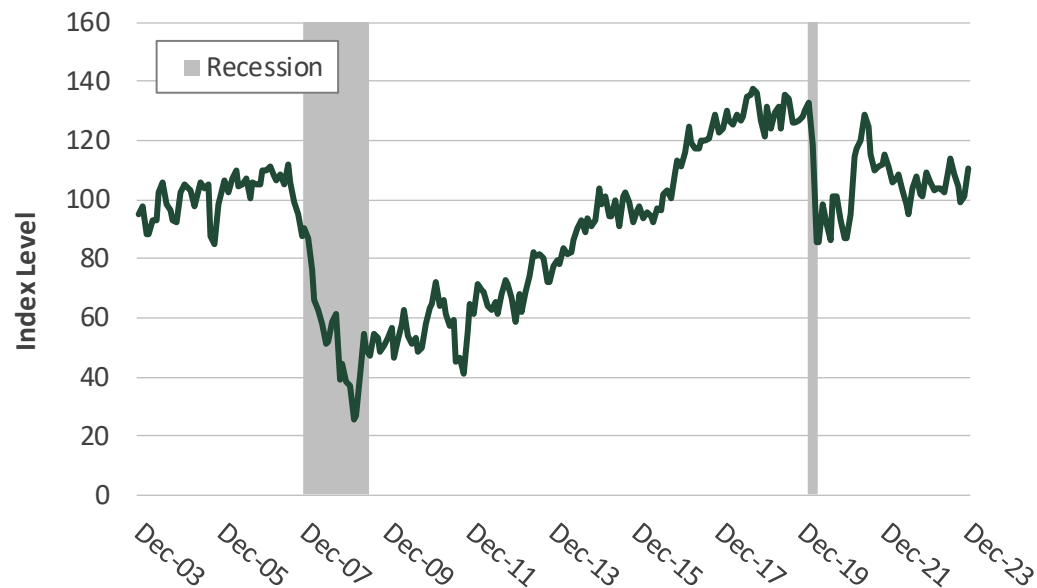
Consumer

Retail Sales YOY % Change



Source: US Department of Commerce

Consumer Confidence

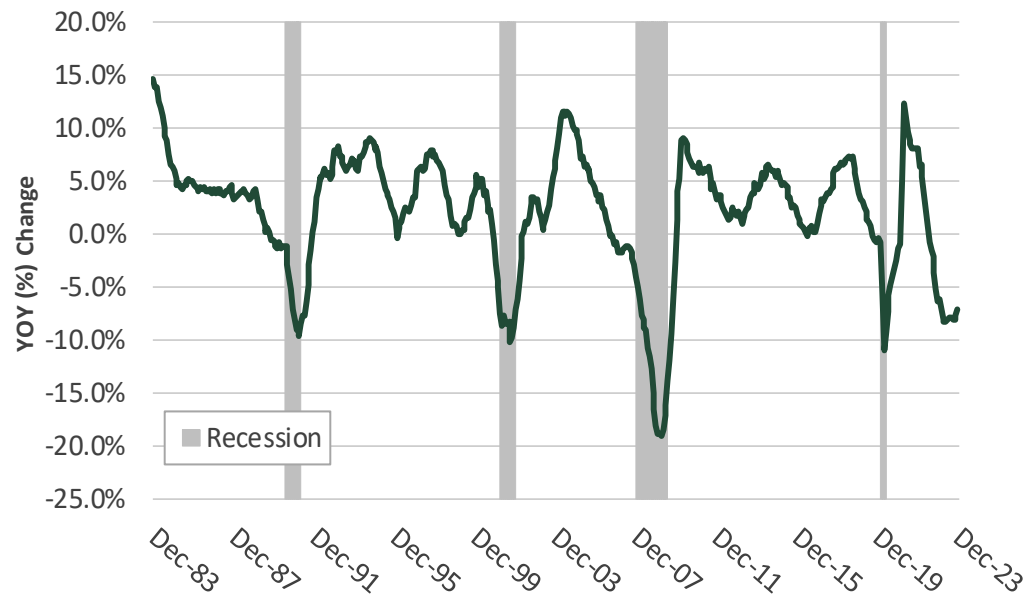


Source: The Conference Board
All time high is 144.70 (1/31/00); All time low is 25.30 (2/28/09)

Retail Sales accelerated to 0.6% in December after an unrevised +0.3% in November, exceeding the +0.4% consensus forecast. On a year-over-year basis, Retail Sales growth increased to 5.6% in December from 4.0% in November due to notable gains in categories like food and drinking places, clothing, general merchandise stores, and e-commerce. The Conference Board's Consumer Confidence Index surged to 110.7 in December from 101.0 in November, far surpassing consensus expectations. Positive ratings of job availability and increased confidence in personal income prospects contributed to the substantial increase. While the consumer has been resilient, dwindling excess savings, rising credit card balances, and the resumption of student loan payments pose potential headwinds to future economic growth.

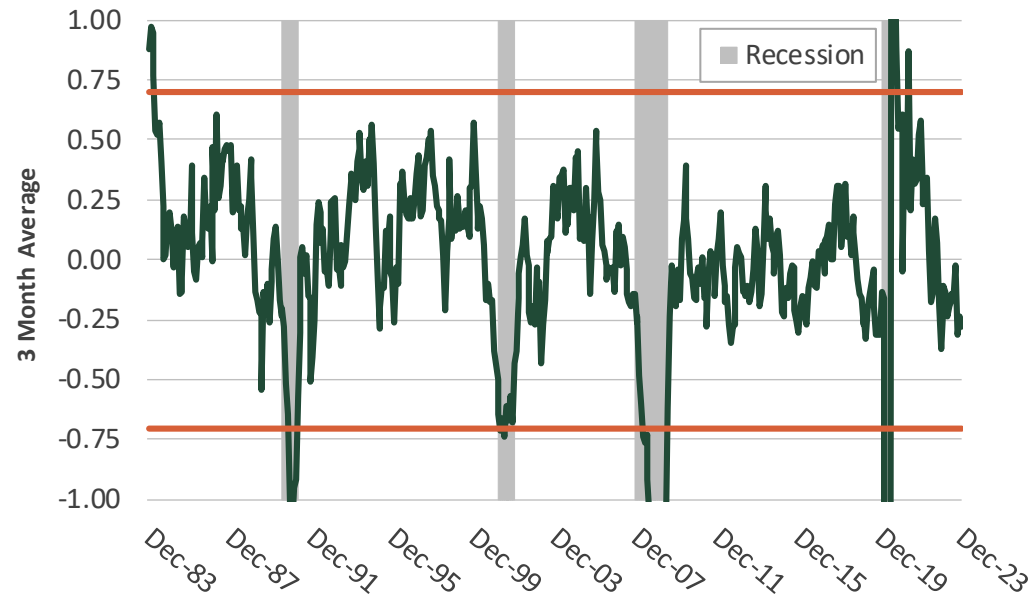
Leading Indicators of Economic Activity

Leading Economic Indicators (LEI)



Source: The Conference Board

Chicago Fed National Activity Index (CFNAI)

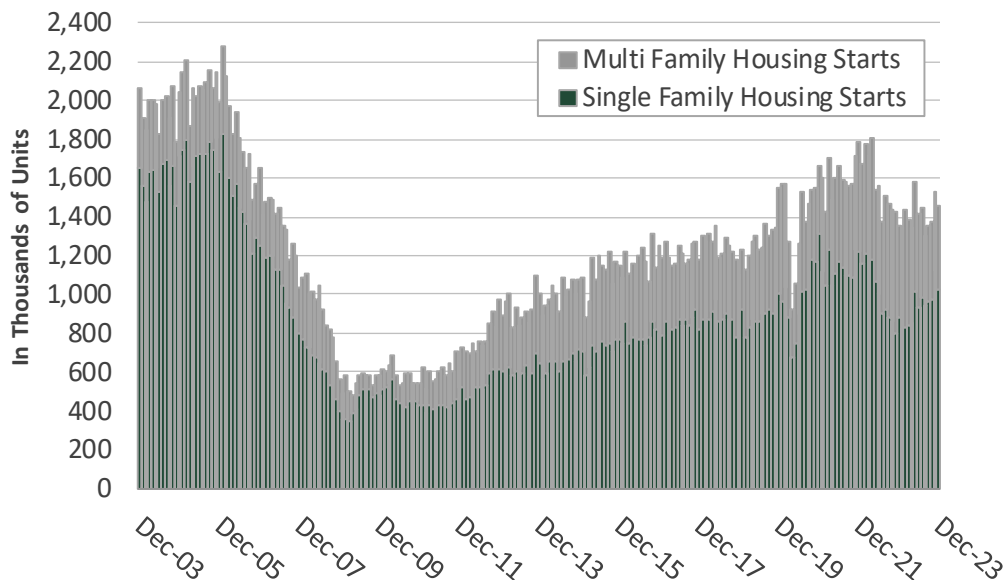


Source: Federal Reserve Bank of Chicago

The Conference Board's Leading Economic Index (LEI) fell 0.1% in December, marking the twenty-first consecutive month-over-month decline. The index dropped 6.9% year-over-year. Although the magnitude of the monthly declines has lessened, the Conference Board continues to view the underlying weakness as signaling the risk of recession persists. The Chicago Fed National Activity Index (CFNAI) declined to -0.15 in December from a downwardly revised +0.01 in November. On a 3-month moving average basis, the CFNAI declined to -0.28 in December from -0.24 in November, indicating a rate of growth below the historical average trend.

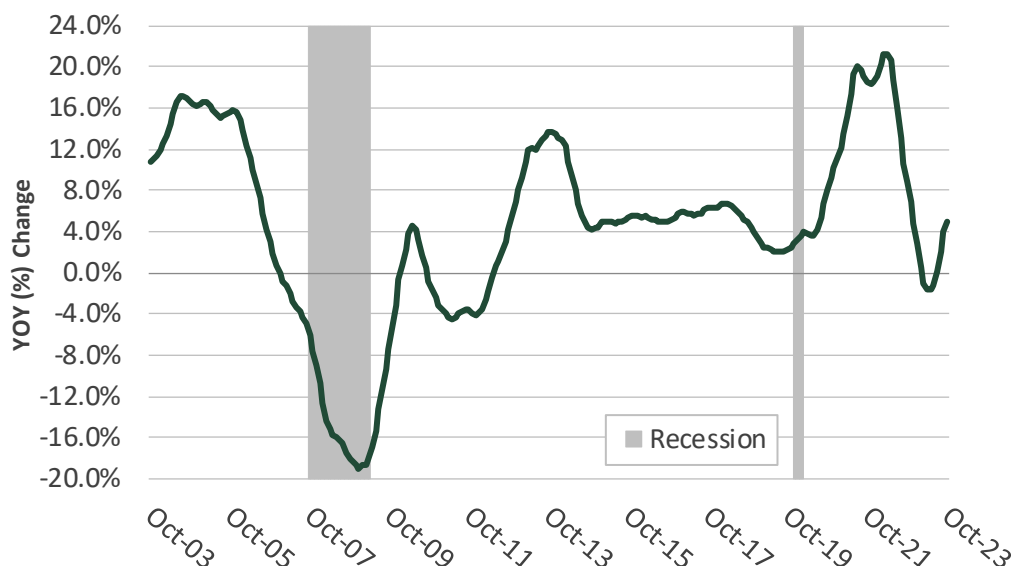
Housing

Annualized Housing Starts



Source: US Department of Commerce

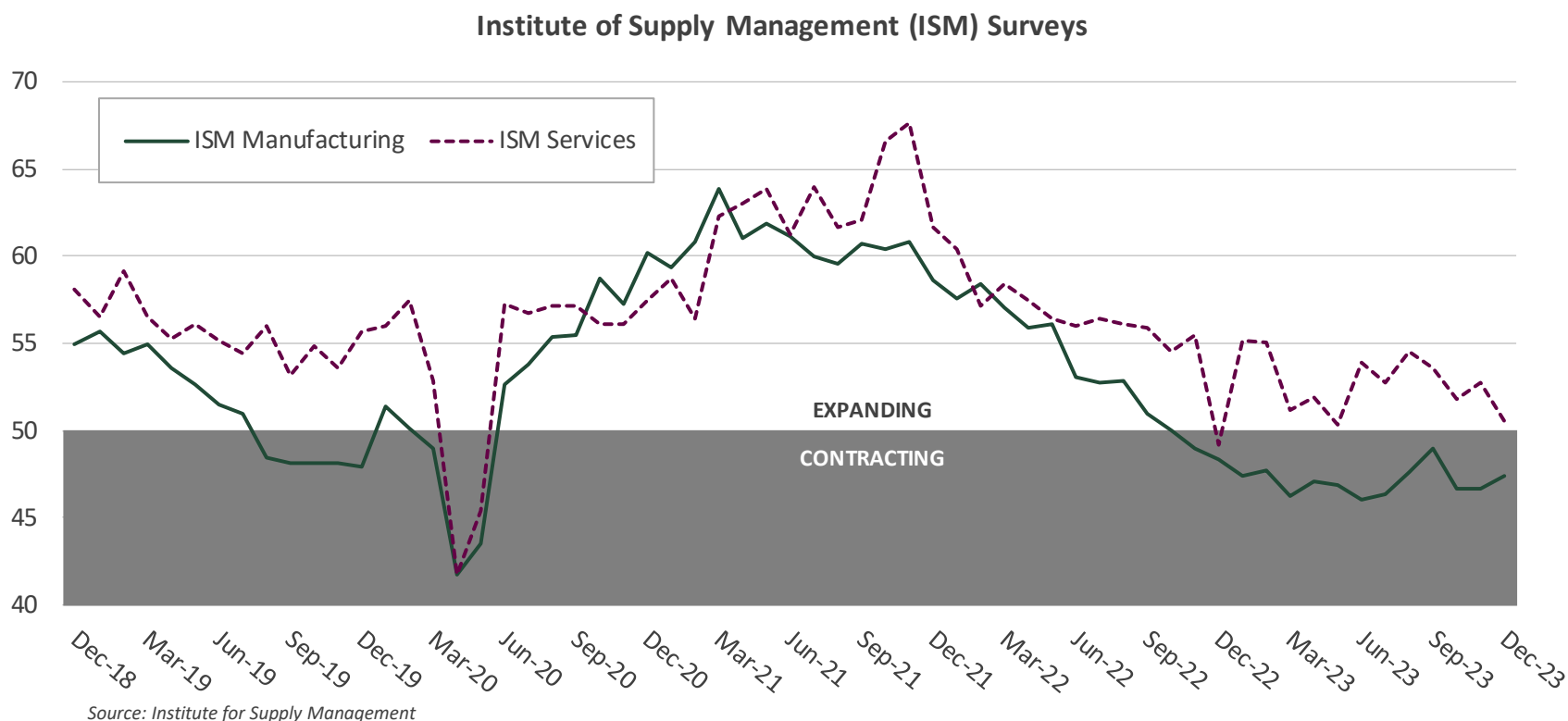
S&P/Case-Shiller 20 City Composite Home Price Index



Source: S&P

Housing Starts decreased month-over-month in December by 4.3% to an annual rate of 1.460 million units. Starts for single-family homes were down 8.6%, while multi-family homes rose 7.5%. Total starts of new homes are up 15.8% year-over-year. Although single family home starts decreased in December, the National Association of Home Builders Market Index increased faster than expectations due to lower mortgage rates providing a boost in confidence for homebuilders. According to Freddie Mac, average 30-year fixed rate mortgage rates declined to 6.61% as of December 28th. According to the Case-Shiller 20-City Home Price Index, housing prices rose 4.9% year-over-year in October, accelerating from a 3.9% year-over-year gain in September. Tight inventories and higher mortgage rates continue to impact affordability.

Survey Based Measures



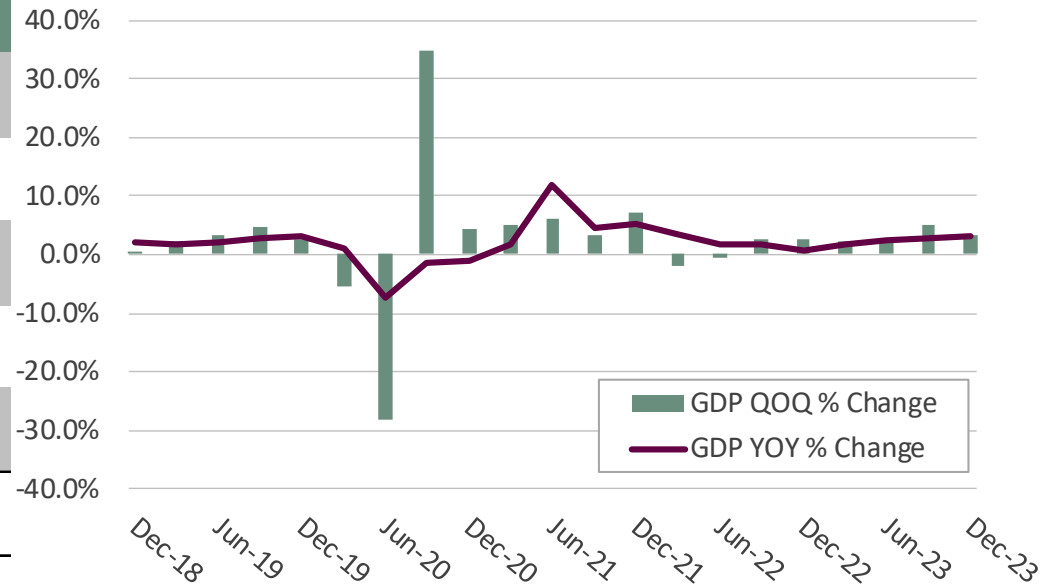
The Institute for Supply Management (ISM) Manufacturing index moved higher to 47.4 in December from 46.7 in November due to improved performance as suppliers are better able to meet lower demand levels. However, this marks the 14th consecutive month of contraction in factory activity below a reading of 50. The ISM Services Index unexpectedly declined to 50.6 in December from 52.7 in November, narrowly remaining in the expansion zone above 50. Notably, the employment component of the index plummeted by 7.4 points to 43.3, entering contractionary territory. This decline was primarily driven by increased layoffs and a softening in consumer demand.

Gross Domestic Product (GDP)

Components of GDP	3/23	6/23	9/23	12/23
Personal Consumption Expenditures	2.5%	0.6%	2.1%	1.9%
Gross Private Domestic Investment	-1.7%	0.9%	1.7%	0.4%
Net Exports and Imports	0.6%	0.0%	0.0%	0.4%
Federal Government Expenditures	0.3%	0.1%	0.5%	0.2%
State and Local (Consumption and Gross Investment)	0.5%	0.5%	0.5%	0.4%
Total	2.3%	2.1%	4.9%	3.3%

Source: US Department of Commerce

Gross Domestic Product (GDP)

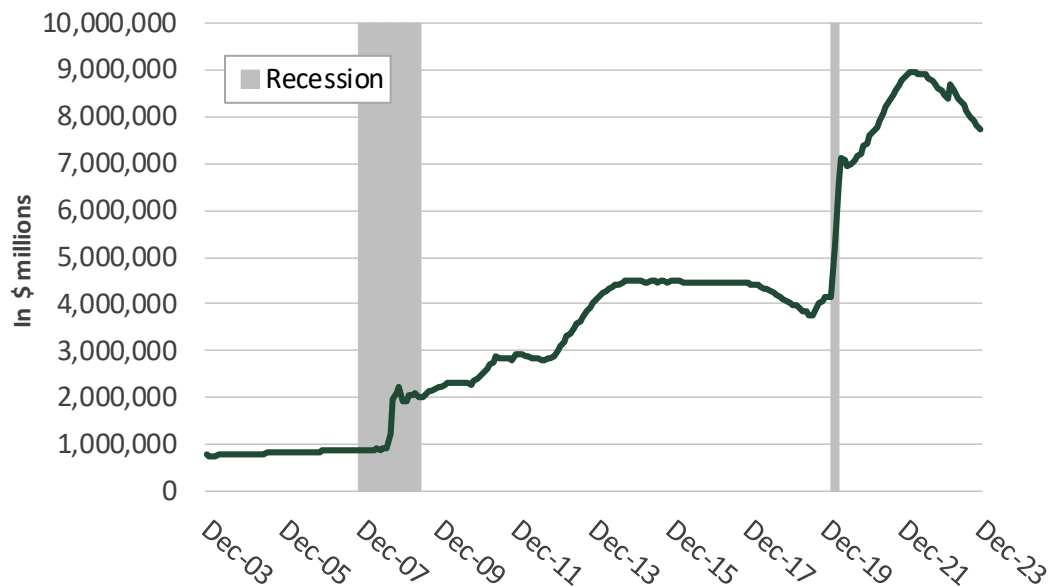


Source: US Department of Commerce

According to the advance estimate, fourth quarter GDP increased at an annualized rate of 3.3%, down from 4.9% in the third quarter. The headline growth was led by consumer and government spending. The consensus estimate calls for 2.3% growth in the first quarter and 1.5% growth for the full year 2024.

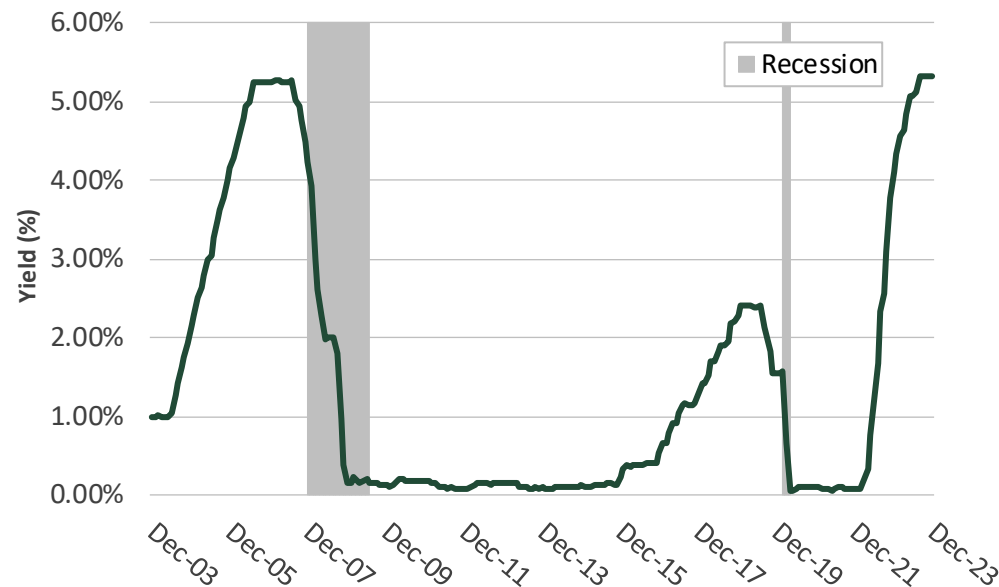
Federal Reserve

Federal Reserve Balance Sheet Assets



Source: Federal Reserve

Effective Federal Funds Rate

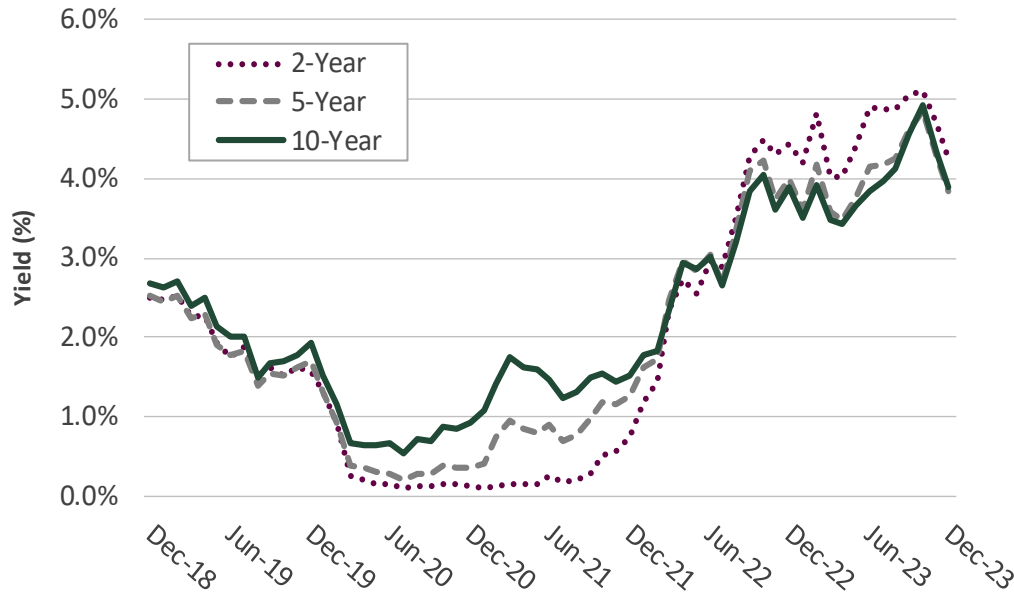


Source: Bloomberg

As expected at the December meeting, the Federal Open Market Committee voted unanimously to leave the federal funds rate unchanged at a target range of 5.25-5.50%. The Fed acknowledged inflation eased over the past year while remaining elevated. Fed Chair Powell signaled that the federal funds rate is likely at or near its peak. The Summary of Economic Projections reflected Core PCE inflation reaching the target 2% level in 2026 without a significant increase in unemployment. The median forecast for the federal funds rate declined to 4.6%, implying three quarter-point cuts next year, four in 2025 and three in 2026, placing the federal funds target rate around 2.9% at the end of the forecast horizon. The market interpreted the statement as dovish, with futures contracts pricing in rate cuts sooner and more aggressively than the Fed's forecasts next year. We believe the FOMC will loosen monetary policy in mid-2024 as inflation and economic growth continue to moderate. Since the Fed began its Quantitative Tightening campaign in June 2022, securities holdings have declined by over \$1.3T to approximately \$7.7T.

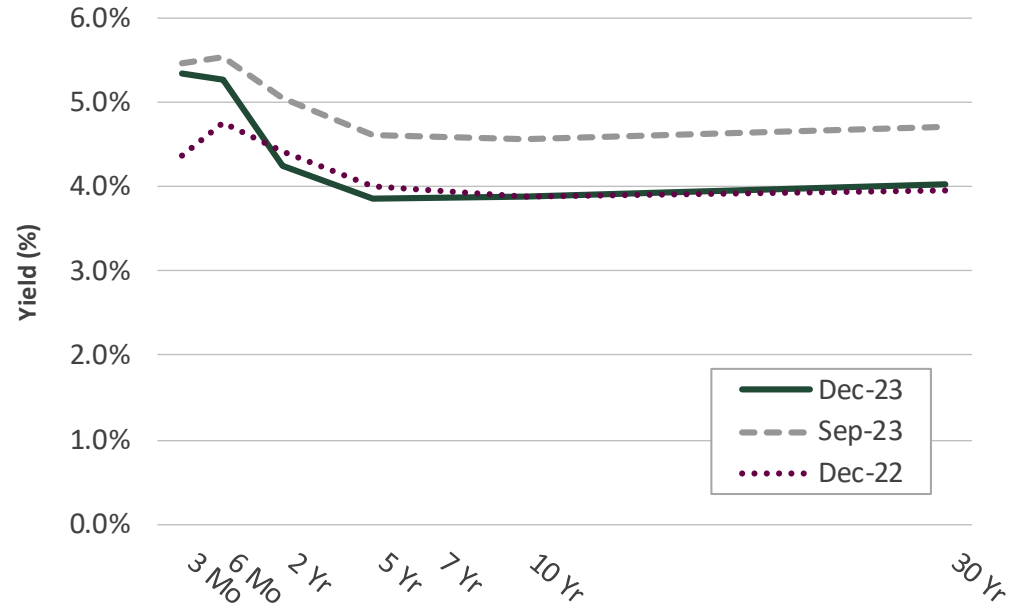
Bond Yields

US Treasury Note Yields



Source: Bloomberg

US Treasury Yield Curve



Source: Bloomberg

At the end of December, the 2-year Treasury yield was 18 basis points lower, and the 10-Year Treasury yield was flat, year-over-year. The inversion between the 2-year Treasury yield and 10-year Treasury yield widened to -37 basis points at December month-end versus -35 basis points at November month-end. The average historical spread (since 2003) is about +130 basis points. The inversion between 3-month and 10-year Treasuries widened to -146 basis points in December from -107 basis points in November. The shape of the yield curve indicates that the probability of recession persists.

Section 2 | Account Profile

Investment Objectives

The investment objectives for the City of Pittsburgh, in order of priority, are to provide safety to ensure the preservation of capital in the overall portfolio, provide sufficient liquidity for cash needs and a market rate of return consistent with the investment program.

Chandler Asset Management Performance Objective

The performance objective for the portfolio is to earn a total rate of return through a market cycle that is equal to or above the return on the benchmark index.

Strategy

In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the City's investment policy and California Government Code.

City of Pittsburgh Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
U.S. Treasuries	No Limitation; Full faith and credit of the U.S. are pledged for the payment of principal and interest	Complies
Federal Agencies	30% max per Agency/GSE issuer; 20% max agency callable securities; Federal agency or U.S. government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or U.S. government-sponsored enterprises.	Complies
Supranational Obligations	"AA" rating category or better by a NRSRO; 30% max; 10% max per issuer; USD denominated senior unsecured unsubordinated obligations; Issued or unconditionally guaranteed by IBRD, IFC, IADB	Complies
Municipal Securities (CA, Other States)	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; Obligations of the City, State of California and any local agency within the state; Bonds of any of the other 49 states in addition to California; Including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.	Complies
Corporate Medium Term Notes	"A" rating category or better by a NRSRO; 30% max; 5% max per issuer; Issuer is a corporation organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S	Complies
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, Collateralized Mortgage Obligations	"AA" rating category or better by a NRSRO; 20% max (combined ABS/MBS/CMO); 5% max per Asset-Backed or Commercial Mortgage security issuer; From issuers not defined in US Treasury and Federal Agencies of the Eligible Investments section of the policy	Complies
Negotiable Certificates of Deposit (NCD)	The amount of NCD insured up to the FDIC limit does not require any credit ratings; Any amount above FDIC insured limit must be issued by institutions with "A-1" short-term debt rating or higher by a NRSRO; or "A" long-term rating category or higher by a NRSRO; 30% max; 5% max per issuer; Issued by a nationally or state-chartered bank, or a federal or state association, a state or federal credit union, or by a federally-licensed or state-licensed branch of a foreign bank.	Complies
Time Deposits (Non-negotiable & Collateralized CD/TD)	"A" rated or one of the three highest rating categories by a NRSRO; 30% max; 5% max per issuer; 1 year max maturity; Non-negotiable time deposits that are FDIC insured or fully collateralized in financial institutions located in California, including US branches of foreign banks licensed to do business in California	Complies
Banker's Acceptances	"A-1" rated or highest short-term rating category by a NRSRO; 40% max; 5% max per issuer; 180 days max maturity	Complies
Commercial Paper	"A-1" short-term ratings or higher by a NRSRO; "A" long-term rating category or higher by a NRSRO, if any; 25% max; Under a provision sunseting on January 1, 2026, no more than 40% of the portfolio may be invested in Commercial Paper if the City's investment assets under management are greater than \$100 million; 5% max per issuer; 270 days max maturity; 10% max of the outstanding commercial paper of any single issuer; Issued by an entity that meets all the following conditions in either (1) or (2): 1. (a) organized and operating in the U.S. as a general corporation (b) has assets > \$500 million; (c) "A" rating category or higher by a NRSRO, if any debt 2. (a) organized within the U.S. as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond; (c) "A-1" rating category or higher by a NRSRO.	Complies

City of Pittsburgh Managed Consolidated

This portfolio is a consolidation of assets managed by Chandler Asset Management. Assets managed by Chandler Asset Management are in full compliance with state law and Client's investment policy. Chandler relies on City to provide accurate information for reporting assets and producing this compliance statement.

Category	Standard	Comment
Money Market Mutual Funds	Registered with SEC under Investment Company Act of 1940; issued by diversified management companies and meet either of the following criteria: (i) Highest rating by two NRSROs; or (ii) Retained an investment adviser registered or exempt from SEC registration with > 5 years experience managing money market mutual funds with AUM >\$500 million; 20% max Money Market Funds; 10% max per Fund	<i>Complies</i>
Local Agency Investment Fund (LAIF)	Maximum amount permitted by LAIF; Not used by investment adviser	<i>Complies</i>
California Asset Management Program (CAMP)	Shares of beneficial interest issued by a joint powers authority pursuant to California Government Code; Not used by investment adviser	<i>Complies</i>
Repurchase Agreements	Primary government securities dealers rated in one of the three highest categories by two NRSROs; Counterparties should also have: i) short-term rating in the highest category; ii) \$25 billion minimum assets and \$350 million in capital size; iii) 5 years audited financial results; iv) strong reputation; 15% max; 5% max per issuer; 90 days max maturity; 102% collateralized with U.S. Treasury or Federal Agency securities; Not used by investment adviser	<i>Complies</i>
Prohibited	Investments not described in the policy, including but not limited to: Common stocks, Futures contracts, Options, Inverse floaters, Range notes, Mortgage derived Interest-only strips, or any security that could result in zero interest accrual securities if held to maturity; Purchase of any security not listed in Section 8-Eligible Investments of the Investment Policy, unless approved by the City Council	<i>Complies</i>
Max Per Issuer	5% of portfolio per issuer unless otherwise specified in the policy	<i>Complies</i>
Maximum Maturity	5 years, except as otherwise stated in the policy	<i>Complies</i>

Portfolio Characteristics

As of December 31, 2023

City of Pittsburgh

	12/31/23		09/30/23
	Benchmark*	Portfolio	Portfolio
Average Maturity (yrs)	1.84	2.02	1.96
Average Modified Duration	1.76	1.76	1.71
Average Purchase Yield	n/a	2.95%	2.43%
Average Market Yield	4.37%	4.66%	5.32%
Average Quality**	AA+	AA/Aa1	AA/Aa1
Total Market Value***		70,792,498	69,003,744

*ICE BofA 1-3 Yr US Treasury & Agency Index

**Benchmark is a blended rating of S&P, Moody's, and Fitch. Portfolio is S&P and Moody's respectively.

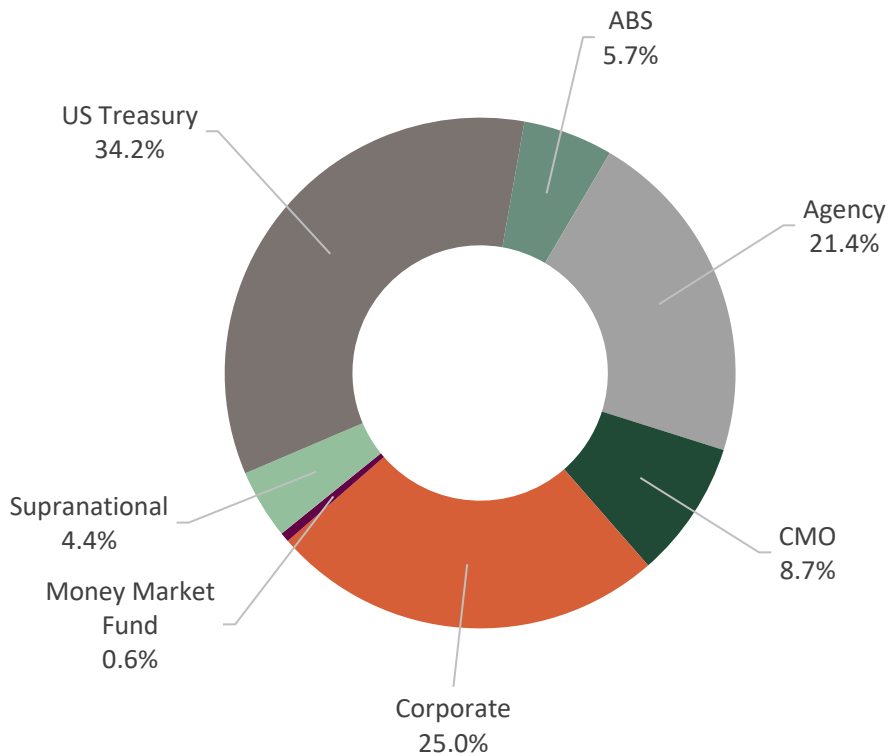
***Excludes accrued interest

Sector Distribution

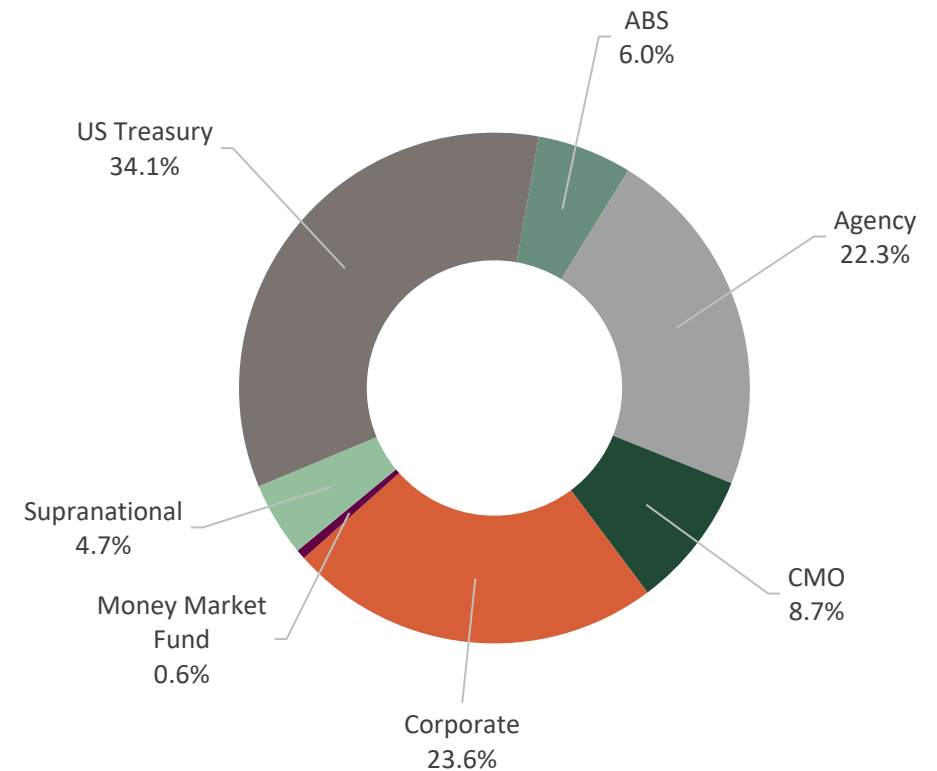
As of December 31, 2023

City of Pittsburgh

December 31, 2023



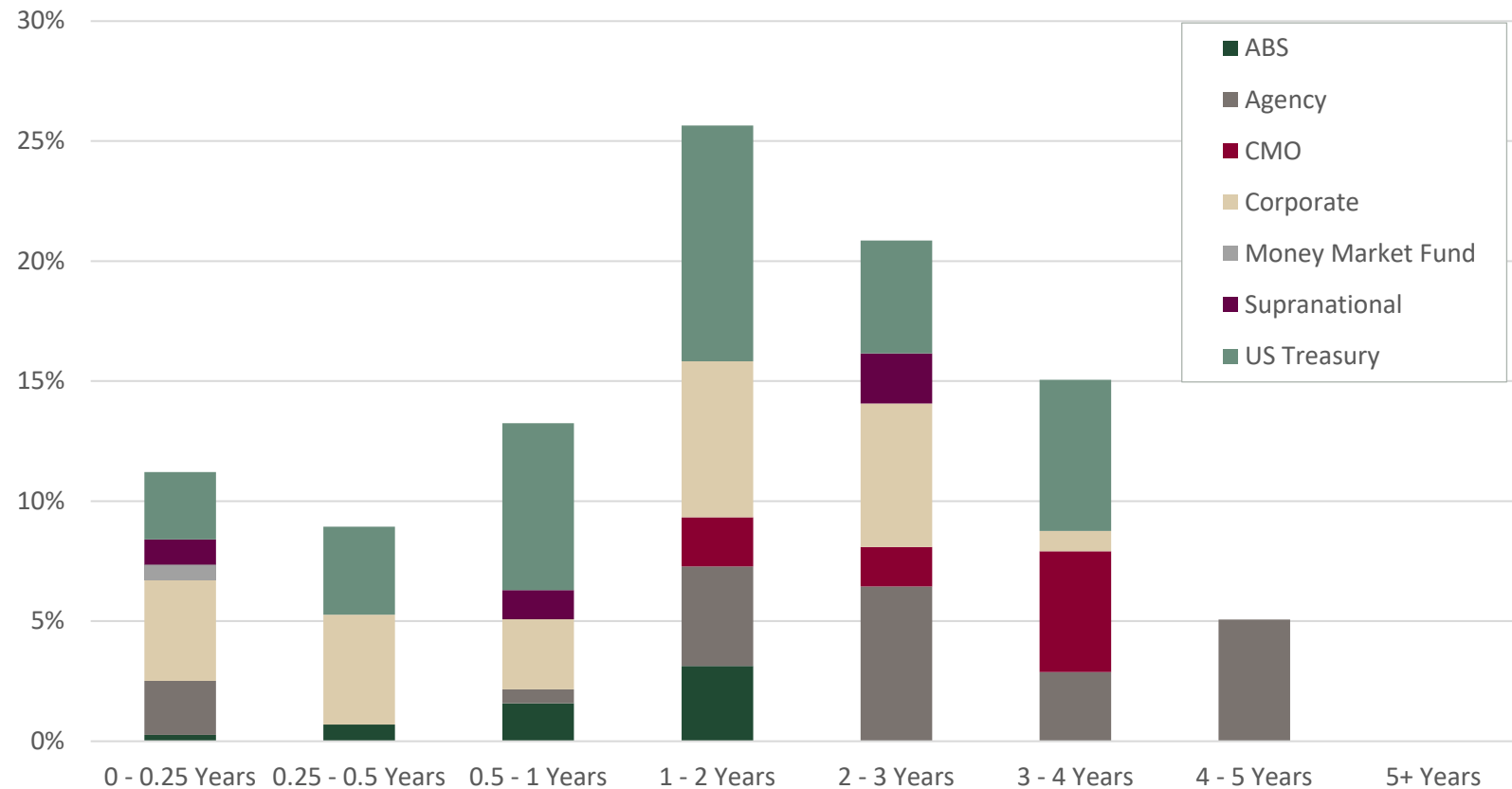
September 30, 2023



Duration Allocation

As of December 31, 2023

City of Pittsburgh



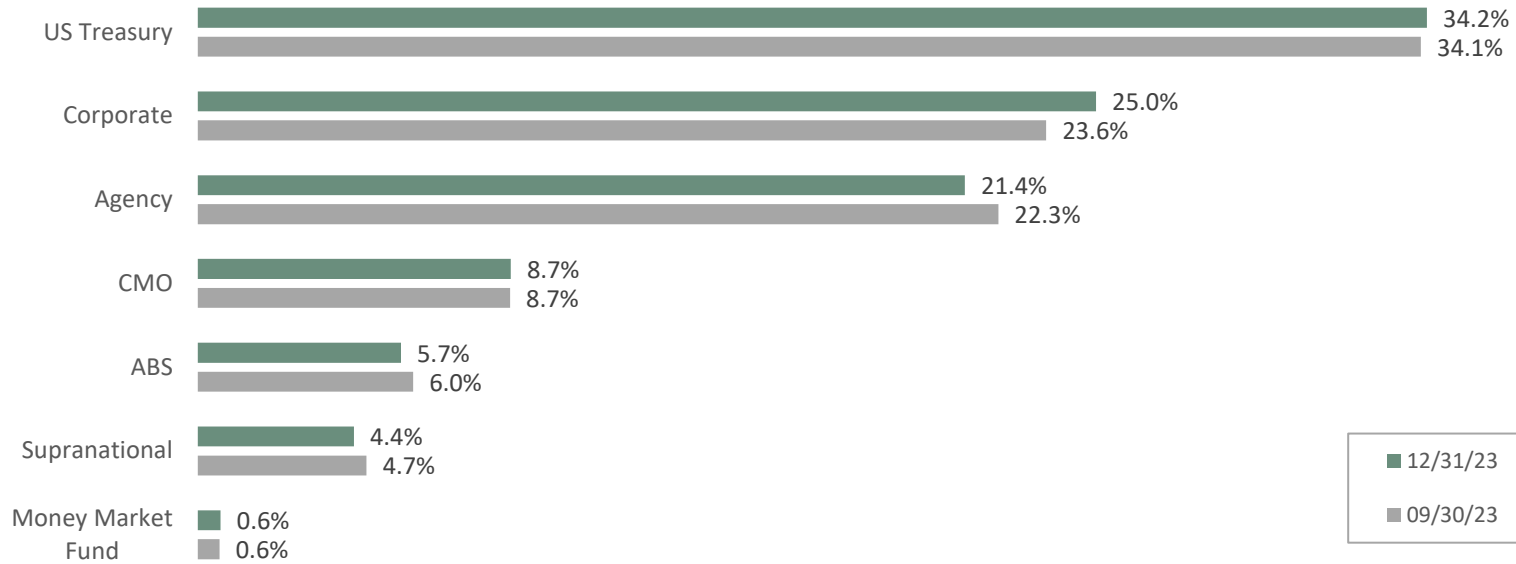
	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
12/31/23	11.2%	8.9%	13.2%	25.6%	20.9%	15.1%	5.1%	0.0%

Portfolio Allocation & Duration Changes

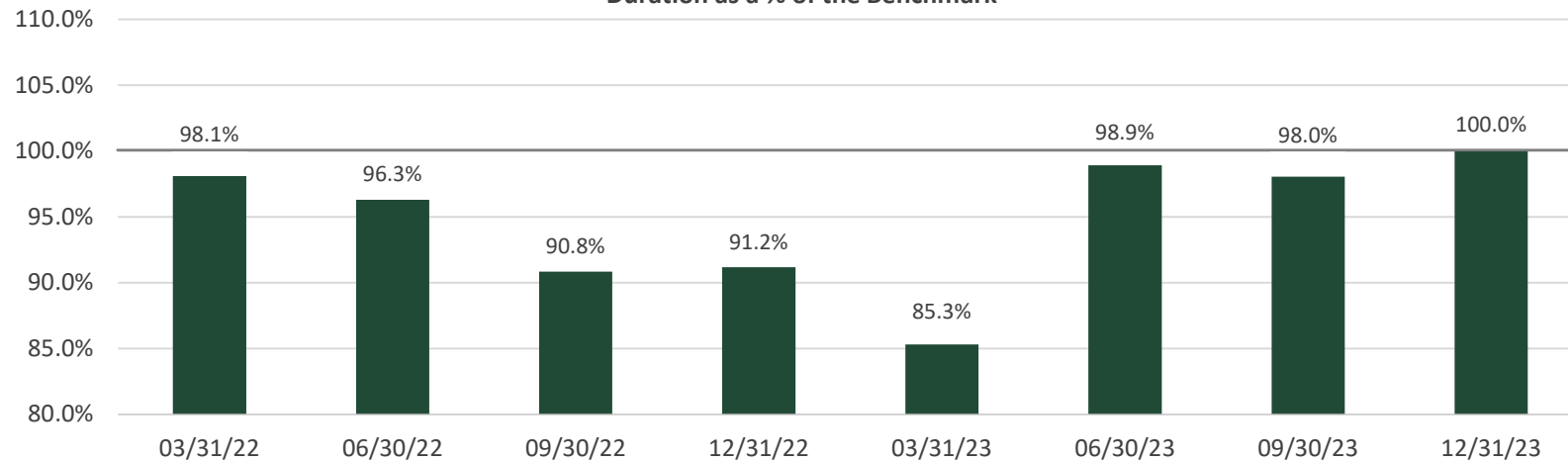
As of December 31, 2023

City of Pittsburgh

Portfolio Allocation



Duration as a % of the Benchmark



Benchmark: ICE BofA 1-3 Yr US Treasury & Agency Index

City of Pittsburgh – Account #10607

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
Government of United States	US Treasury	AA+	Aaa	31.44%
Federal Home Loan Bank	Agency	AA+	Aaa	10.38%
Federal Farm Credit Bank	Agency	AA+	Aaa	8.82%
Federal Home Loan Mortgage Corp	CMO	NR	NR	4.99%
Government of United States	US Treasury	A-1+	P-1	2.80%
Federal Home Loan Mortgage Corp	CMO	AAA	NR	2.37%
Inter-American Dev Bank	Supranational	AAA	Aaa	2.29%
Federal National Mortgage Association	Agency	AA+	Aaa	2.17%
Home Depot	Corporate	A	A2	1.41%
JP Morgan ABS	ABS	AAA	NR	1.39%
JP Morgan Chase & Co	Corporate	A-	A1	1.37%
Federal Home Loan Mortgage Corp	CMO	NR	Aaa	1.36%
Deere & Company	Corporate	A	A2	1.27%
Paccar Financial	Corporate	A+	A1	1.10%
Mass Mutual Insurance	Corporate	AA+	Aa3	1.06%
Intl Bank Recon and Development	Supranational	AAA	Aaa	1.06%
Toronto Dominion Holdings	Corporate	A	A1	1.04%
Apple Inc	Corporate	AA+	Aaa	1.04%
Amazon.com Inc	Corporate	AA	A1	1.04%
Bank of Montreal Chicago	Corporate	A-	A2	1.03%
Chubb Corporation	Corporate	A	A3	1.03%
Charles Schwab Corp/The	Corporate	A-	A2	1.01%
International Finance Corp	Supranational	AAA	Aaa	1.01%
Honeywell Corp	Corporate	A	A2	1.01%
Caterpillar Inc	Corporate	A	A2	0.99%
Toyota Motor Corp	Corporate	A+	A1	0.91%
Northern Trust Corp	Corporate	A+	A2	0.84%
MasterCard Inc	Corporate	A+	Aa3	0.82%
State Street Bank	Corporate	A	A1	0.77%
Bank of America Corp	Corporate	A-	A1	0.76%
Bank of America Corp	Corporate	A+	Aa1	0.73%
US Bancorp	Corporate	A	A3	0.71%
National Rural Utilities	Corporate	A-	A1	0.71%
Bank of New York	Corporate	A	A1	0.70%
American Express ABS	ABS	AAA	NR	0.70%
Duke Energy Field Services	Corporate	A	Aa3	0.70%
Royal Bank of Canada	Corporate	A	A1	0.69%
Target Corp	Corporate	A	A2	0.69%

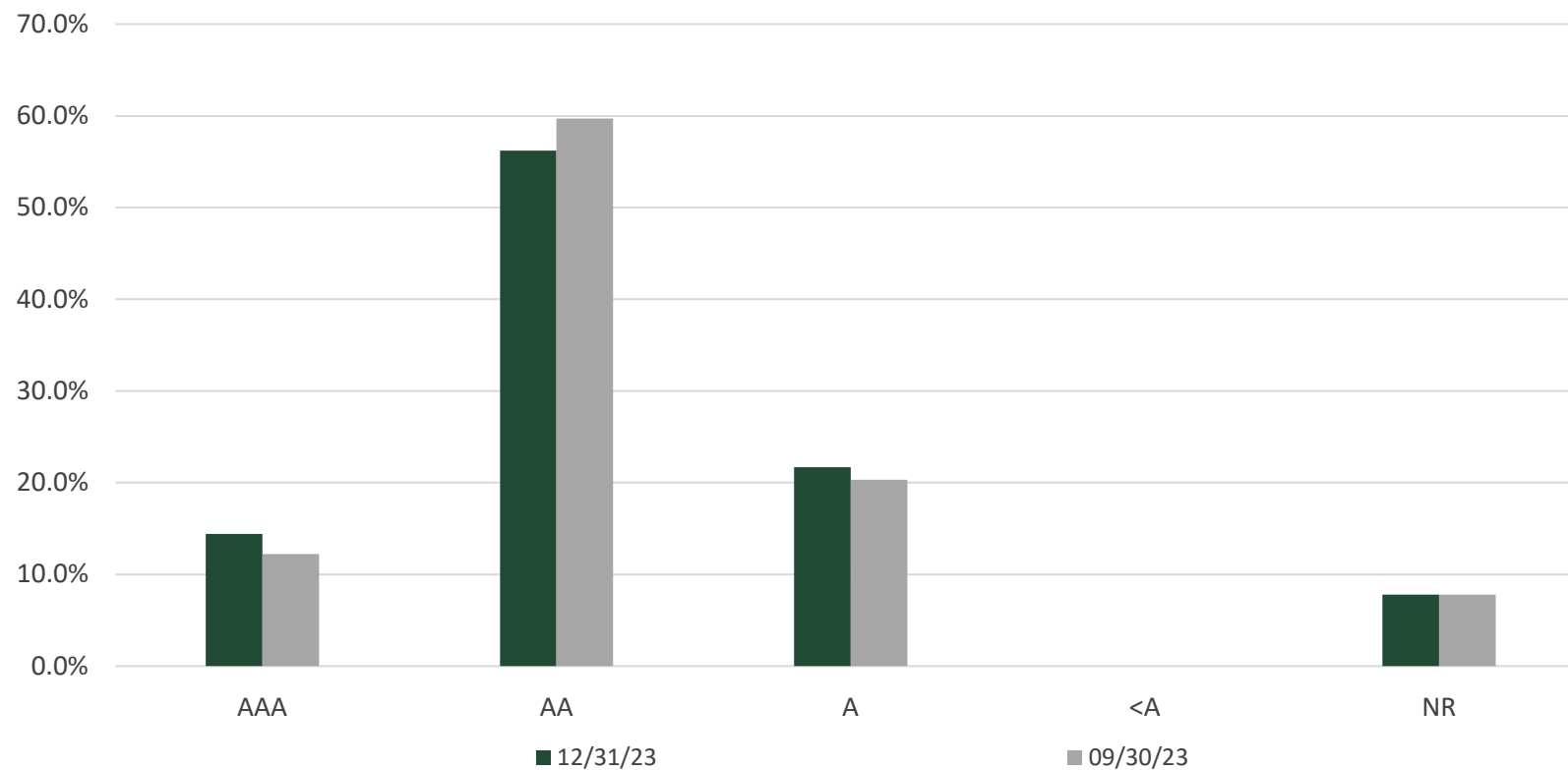
City of Pittsburgh – Account #10607

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
Wells Fargo Advantage Govt Money Market Fund	Money Market Fund	AAA	Aaa	0.64%
Honda ABS	ABS	NR	Aaa	0.55%
John Deere ABS	ABS	NR	Aaa	0.54%
Hyundai Auto Receivables	ABS	AAA	NR	0.51%
Morgan Stanley	Corporate	A+	Aa3	0.49%
Toyota ABS	ABS	AAA	NR	0.45%
Pepsico Inc	Corporate	A+	A1	0.40%
GM Financial Automobile Leasing Trust	ABS	AAA	NR	0.35%
United Health Group Inc	Corporate	A+	A2	0.35%
BMW ABS	ABS	AAA	Aaa	0.26%
Honda ABS	ABS	AAA	NR	0.26%
GM Financial Securitized Term Auto Trust	ABS	NR	Aaa	0.23%
Wal-Mart Stores	Corporate	AA	Aa2	0.22%
BMW ABS	ABS	AAA	NR	0.19%
Salesforce.com Inc	Corporate	A+	A2	0.16%
Toyota ABS	ABS	NR	Aaa	0.12%
BMW Vehicle Lease Trust	ABS	AAA	NR	0.07%
Mercedes-Benz Auto Lease Trust	ABS	AAA	NR	0.03%
TOTAL				100%

Quality Distribution

As of December 31, 2023

City of Pittsburgh
December 31, 2023 vs. September 30, 2023



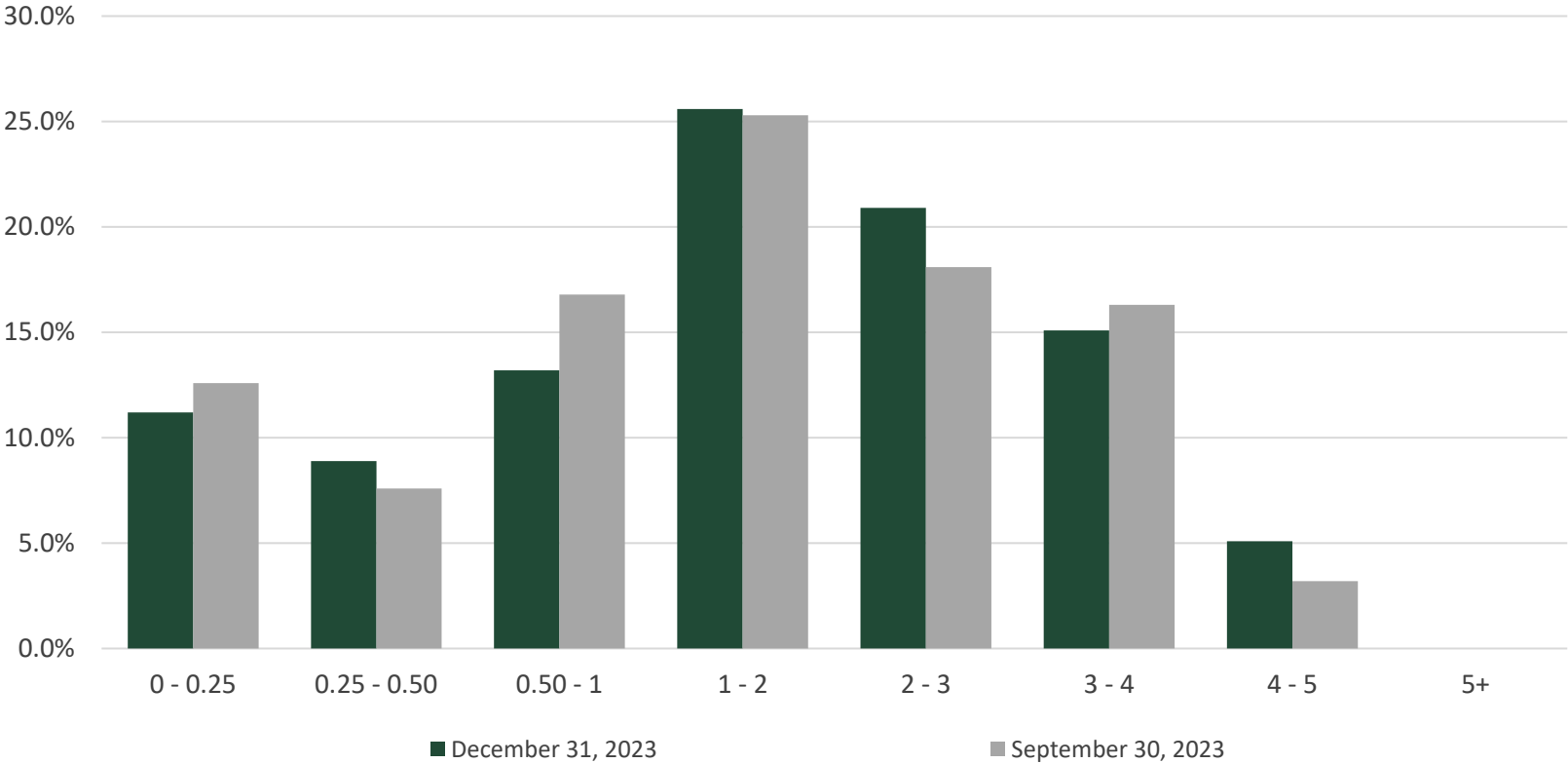
	AAA	AA	A	<A	NR
12/31/23	14.4%	56.2%	21.7%	0.0%	7.8%
09/30/23	12.2%	59.7%	20.3%	0.0%	7.8%

Source: S&P Ratings

Duration Distribution

As of December 31, 2023

City of Pittsburgh
December 31, 2023 vs. September 30, 2023

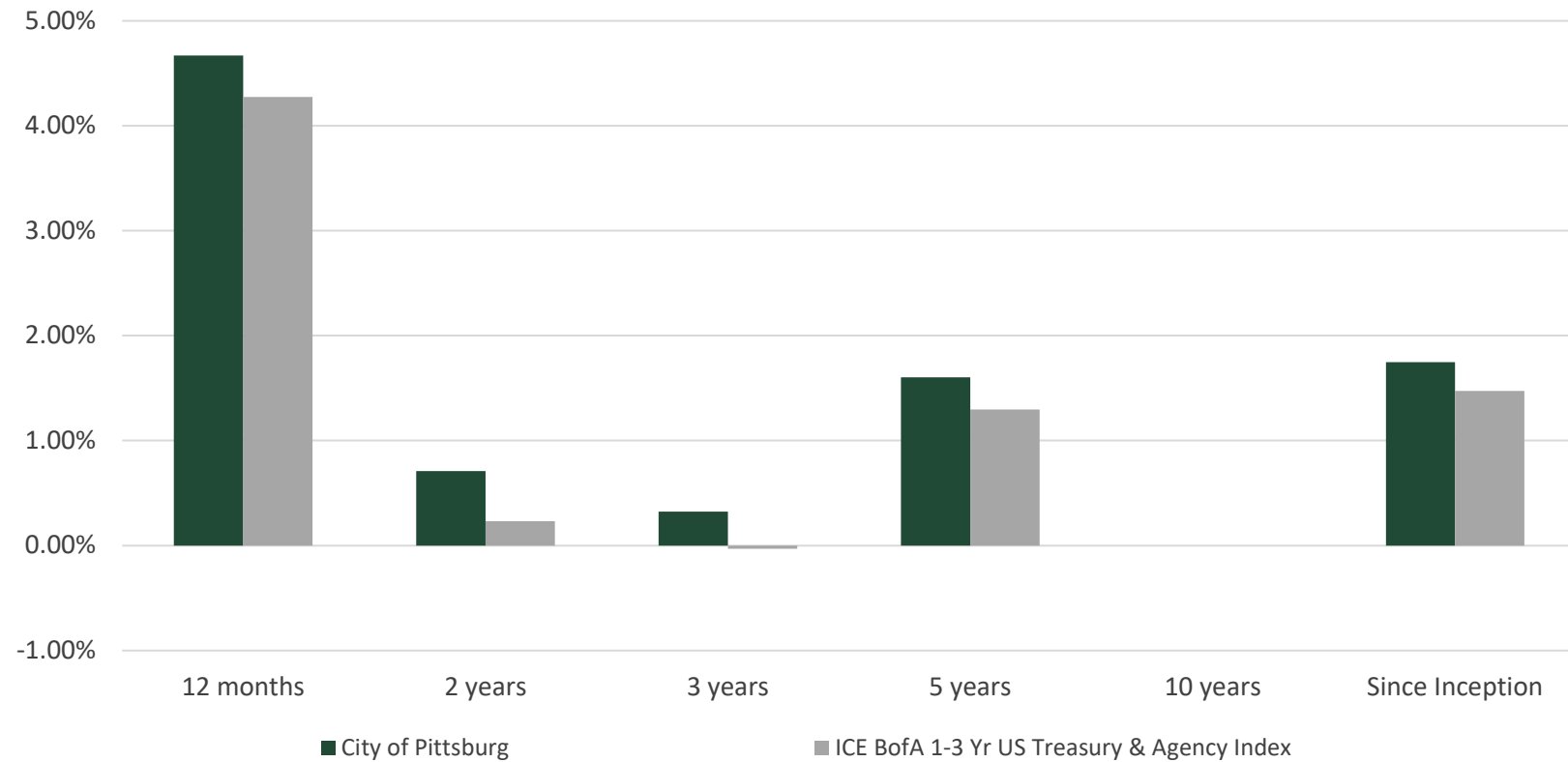


	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
12/31/23	11.2%	8.9%	13.2%	25.6%	20.9%	15.1%	5.1%	0.0%
09/30/23	12.6%	7.6%	16.8%	25.3%	18.1%	16.3%	3.2%	0.0%

Investment Performance

As of December 31, 2023

City of Pittsburgh Total Rate of Return Annualized Since Inception July 31, 2018

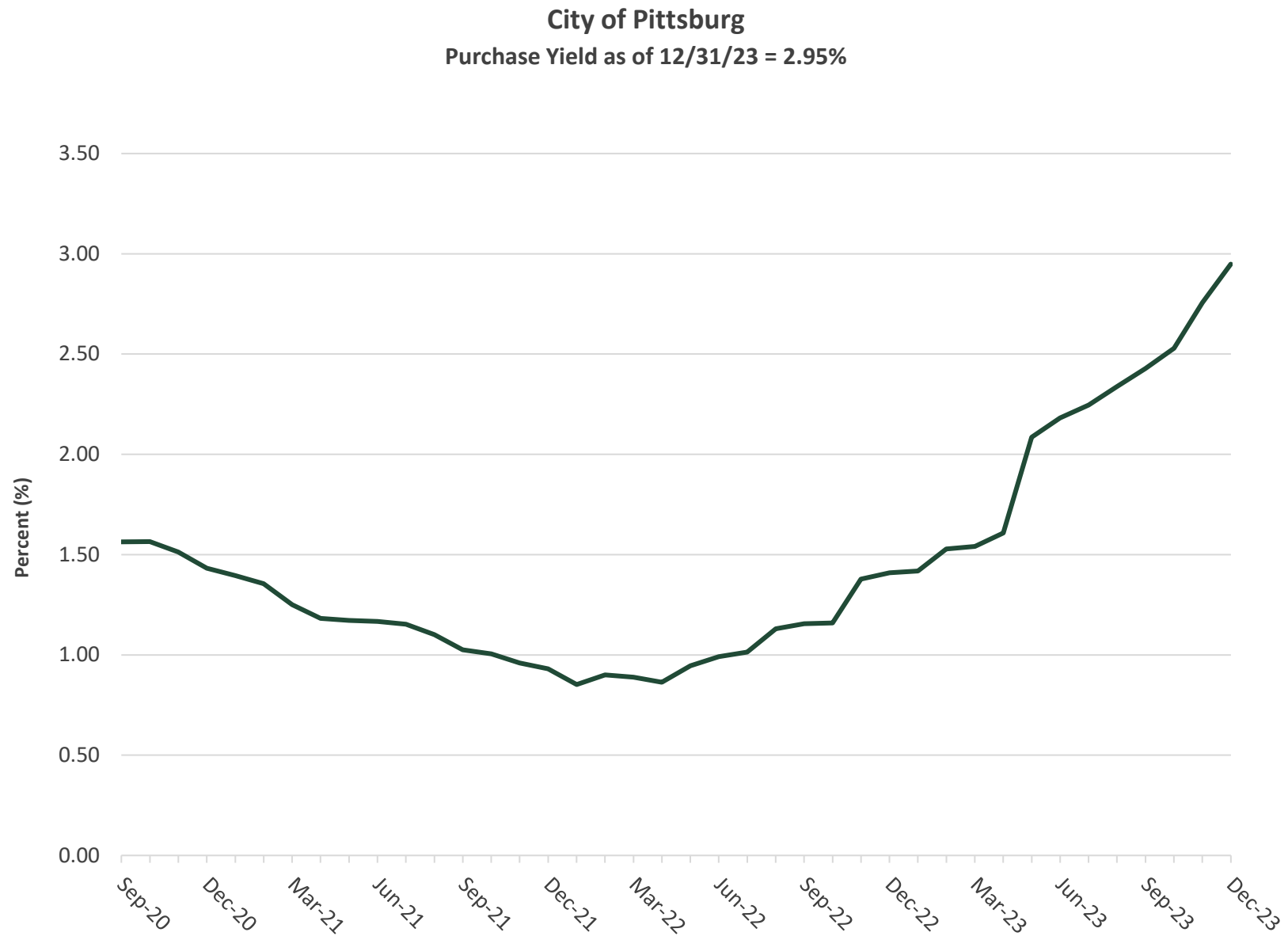


TOTAL RATE OF RETURN	Annualized						Since Inception
	3 months	12 months	2 years	3 years	5 years	10 years	
City of Pittsburgh	2.61%	4.67%	0.71%	0.32%	1.60%	N/A	1.75%
ICE BofA 1-3 Yr US Treasury & Agency Index	2.49%	4.27%	0.23%	-0.03%	1.30%	N/A	1.47%

Total rate of return: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains and losses in the portfolio.

Historical Average Purchase Yield

As of December 31, 2023



City of Pittsburgh Liquidity

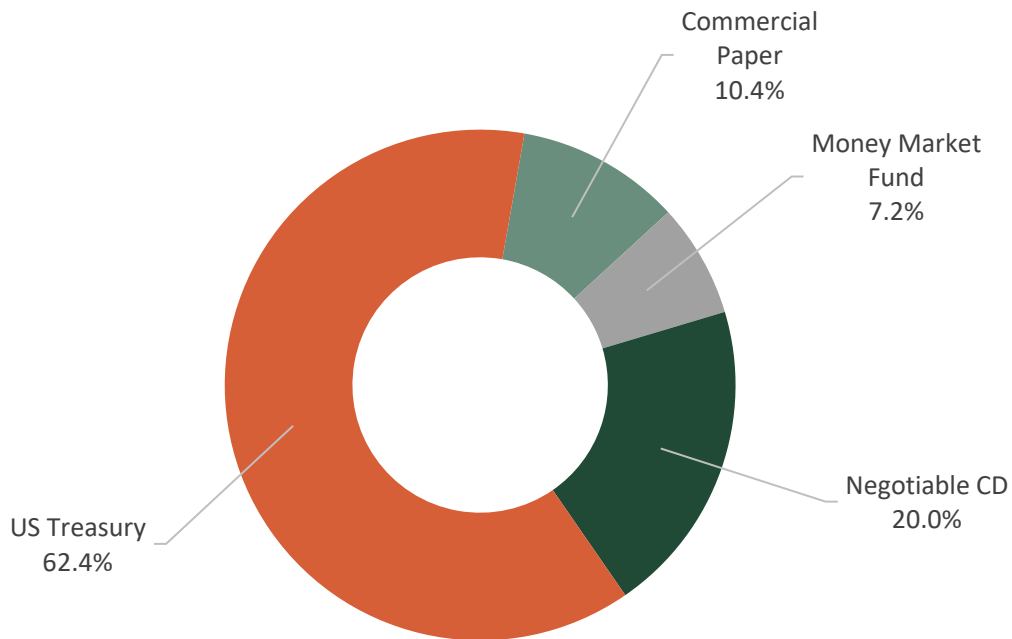
	12/31/23 Portfolio	09/30/23 Portfolio
Average Maturity (yrs)	0.38	0.36
Modified Duration	0.37	0.35
Average Purchase Yield	5.52%	5.23%
Average Market Yield	5.36%	5.24%
Average Quality*	AAA/Aaa	AAA/Aaa
Total Market Value**	28,128,949	27,809,748

*Portfolio is S&P and Moody's, respectively.

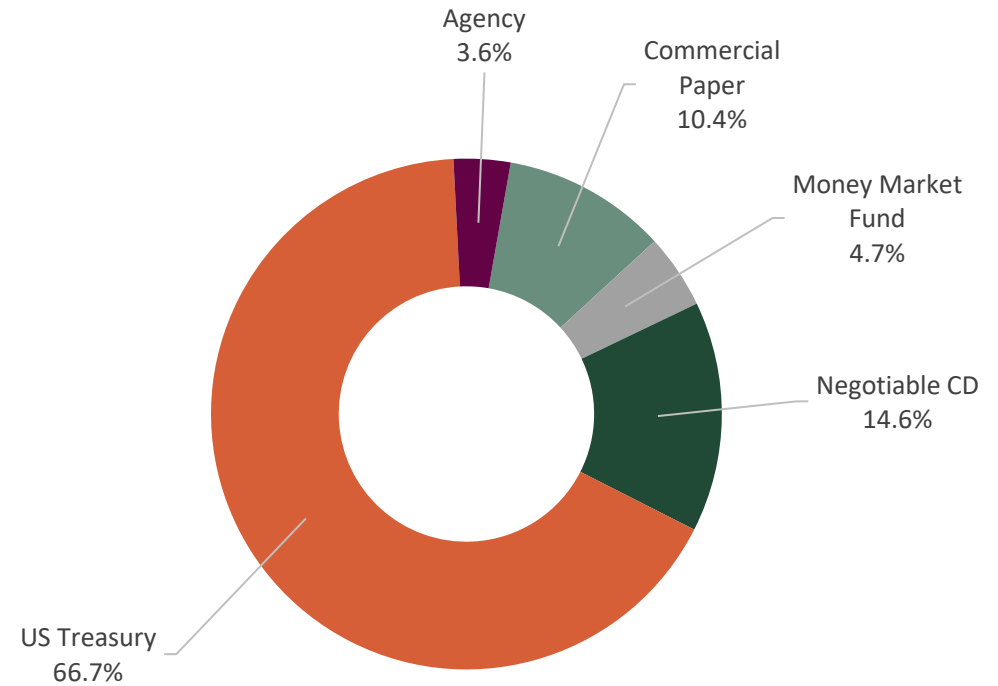
**Excludes accrued interest

City of Pittsburgh Liquidity

December 31, 2023



September 30, 2023



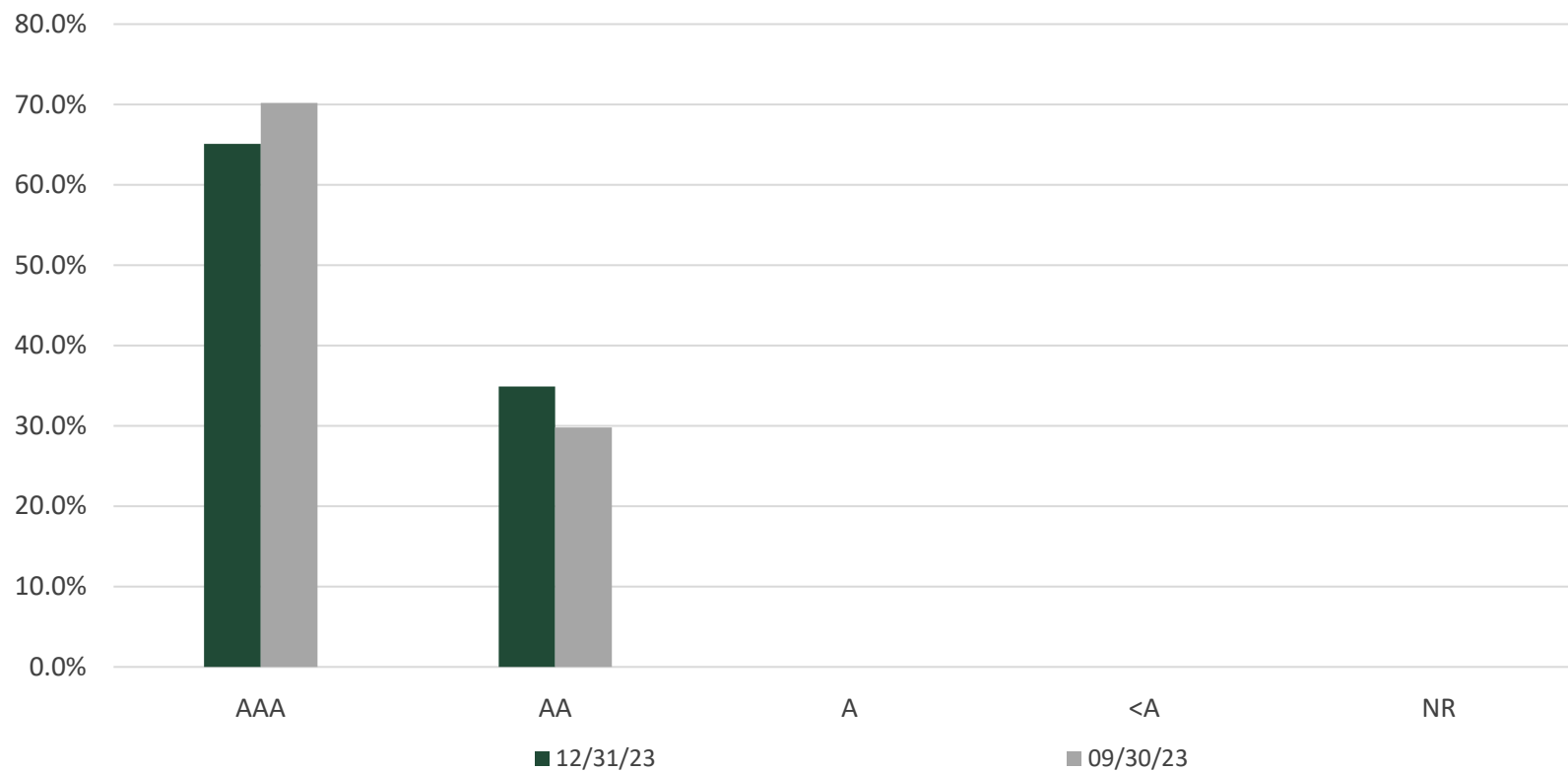
City of Pittsburgh Liquidity – Account #10617

Issue Name	Investment Type	S&P Rating	Moody Rating	% Portfolio
Government of United States	US Treasury	A-1+	P-1	41.66%
Government of United States	US Treasury	AA+	Aaa	20.76%
Westpac Banking Corp NY	Negotiable CD	A-1+	P-1	7.40%
Cooperatieve Rabobank UA	Negotiable CD	A-1	P-1	7.23%
Wells Fargo Advantage Govt Money Market Fund	Money Market Fund	AAA	Aaa	7.20%
MUFG Bank Ltd/NY	Commercial Paper	A-1	P-1	6.95%
Toronto Dominion Holdings	Negotiable CD	A-1+	P-1	5.35%
Toyota Motor Corp	Commercial Paper	A-1+	P-1	3.45%
TOTAL				100%

Quality Distribution

As of December 31, 2023

City of Pittsburgh Liquidity December 31, 2023 vs. September 30, 2023



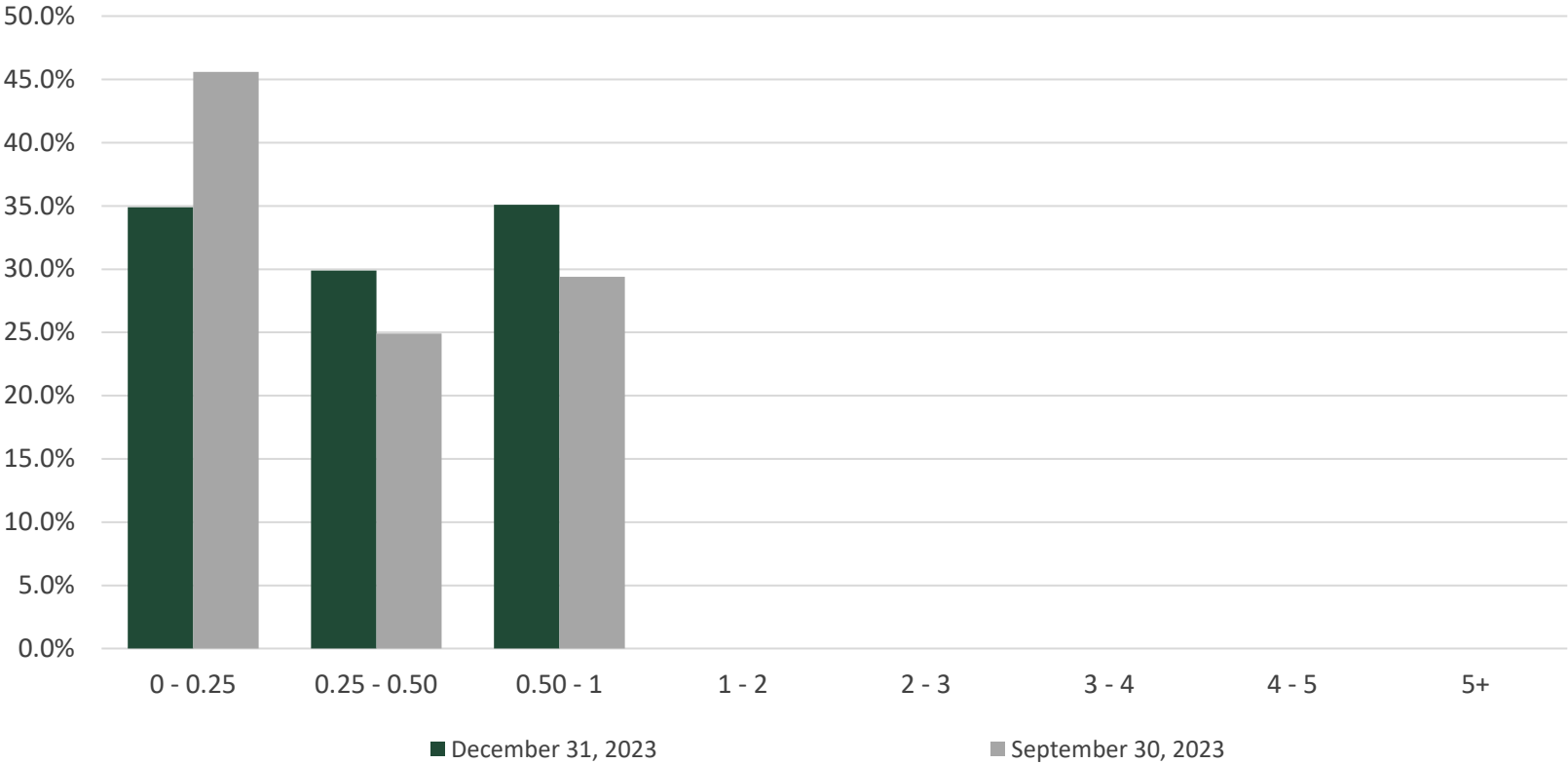
	AAA	AA	A	<A	NR
12/31/23	65.1%	34.9%	0.0%	0.0%	0.0%
09/30/23	70.2%	29.8%	0.0%	0.0%	0.0%

Source: S&P Ratings

Duration Distribution

As of December 31, 2023

City of Pittsburgh Liquidity
December 31, 2023 vs. September 30, 2023

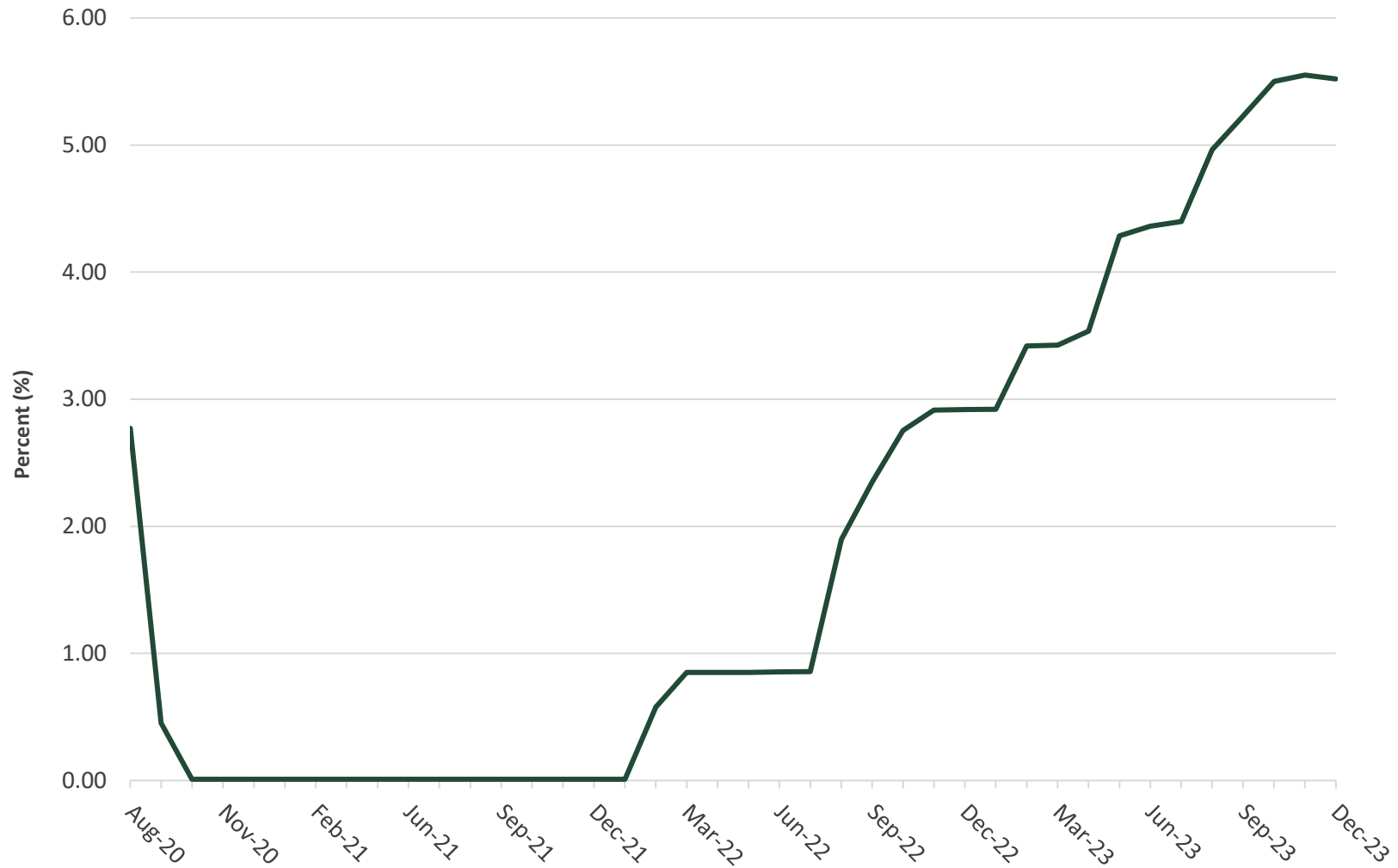


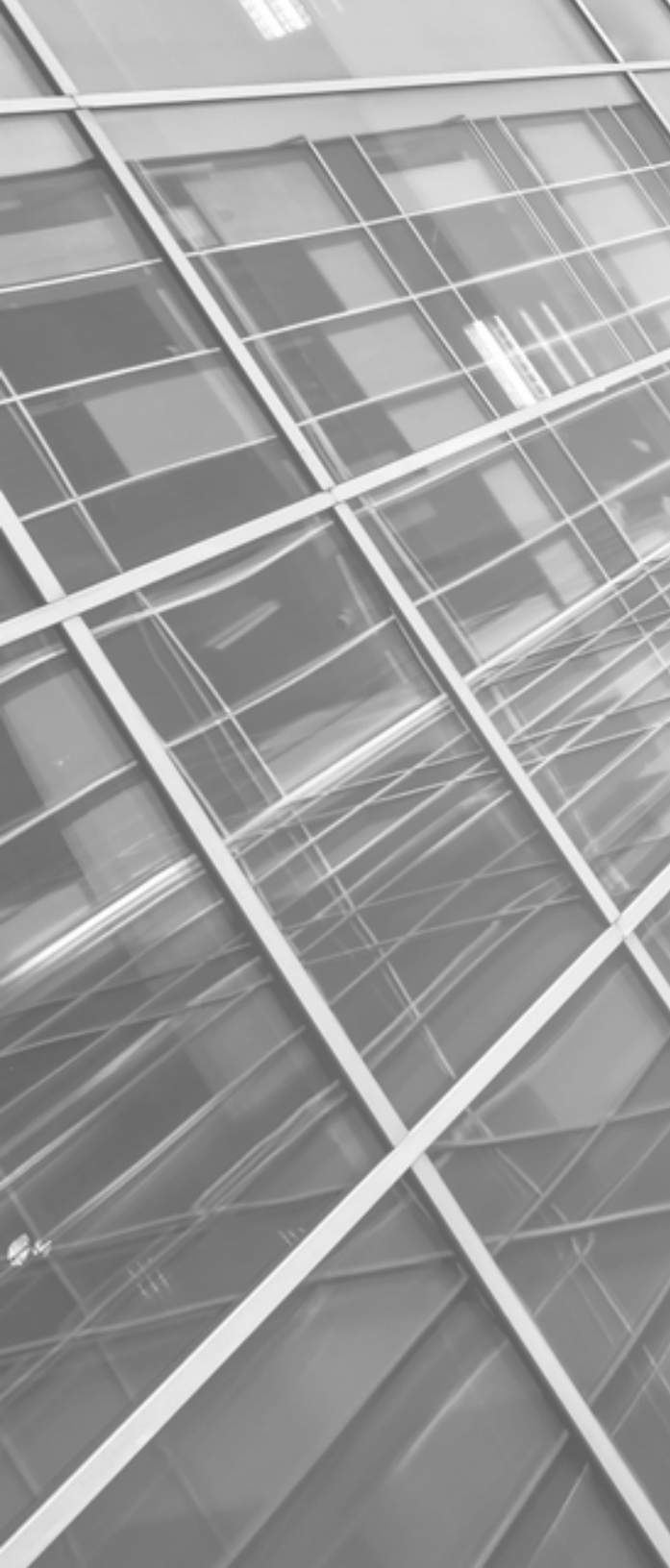
	0 - 0.25	0.25 - 0.50	0.50 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5+
12/31/23	34.9%	29.9%	35.1%	0.0%	0.0%	0.0%	0.0%	0.0%
09/30/23	45.6%	24.9%	29.4%	0.0%	0.0%	0.0%	0.0%	0.0%

Historical Average Purchase Yield

As of December 31, 2023

City of Pittsburgh Liquidity
Purchase Yield as of 12/31/23 = 5.52%





Section 3 | Consolidated Information

Account Structure

As of December 31, 2023

	Original Cost	Market Value	% of Portfolio
Funds Managed Internally			
Cash Equivalents	19,876,102.85	19,876,102.85	8.63%
Investment Pools	40,919,072.41	40,654,863.33	17.64%
Additional Bonded Debt Funds	64,286,798.26	64,304,065.25	27.91%
Total	125,081,973.52	124,835,031.43	54.18%
Funds Managed by City's Investment Advisor			
Operating Funds	99,335,531.29	98,919,447.36	42.93%
Bond Managed Reserve	3,554,682.10	3,559,271.96	1.54%
Total	102,890,213.39	102,478,719.32	44.48%
City's Section 115 Trust			
Section 115 Trust	3,017,950.46	3,098,236.95	1.34%
Total	3,017,950.46	3,098,236.95	1.34%
Total City Funds	230,990,137.37	230,411,987.70	100.00%

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.

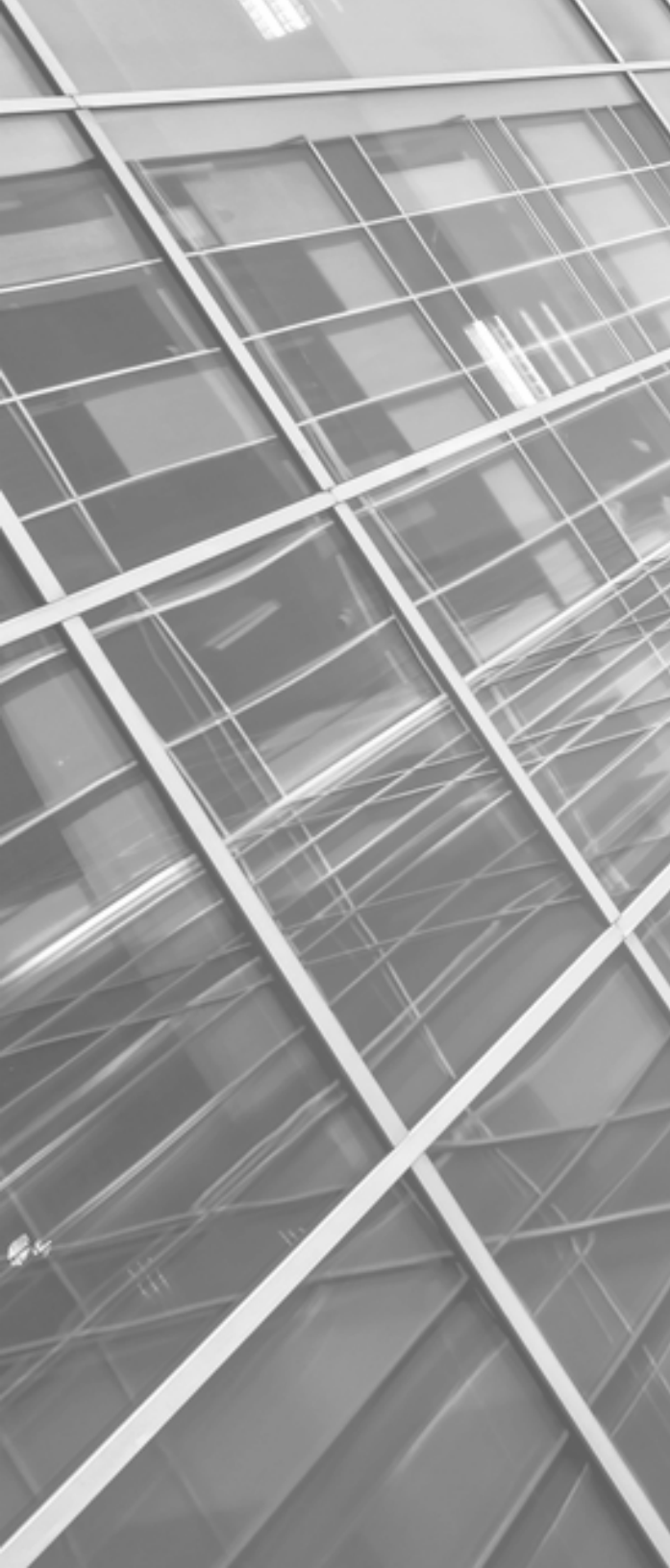
Sector Allocation

As of December 31, 2023

Security Type	Original Cost	Market Value	% of Portfolio	Average Maturity	Average Yield
Operating Funds					
Cash Equivalents ¹	19,876,102.85	19,876,102.85	12.47%	1	N/A
Money Market Funds	2,497,525.57	2,497,525.57	1.57%	1	4.92%
Investment Pools ²	40,919,072.41	40,654,863.33	25.50%	1	N/A
Total Liquidity	63,292,700.83	63,028,491.75	39.53%	1	4.92%
U.S. Treasury Notes	42,008,657.66	41,917,791.73	26.29%	248	3.70%
Federal Agency Securities	15,067,998.25	15,066,024.70	9.45%	1022	3.71%
Negotiable Certificates of Deposit	5,498,754.18	5,513,525.00	3.46%	193	5.66%
Medium-Term Corporate Notes	17,988,624.85	17,694,235.37	11.10%	471	2.52%
Asset-Backed Securities	4,051,615.93	4,018,670.47	2.52%	1113	3.32%
Commercial Paper	2,882,872.22	2,945,653.62	1.85%	117	5.90%
Supranationals	3,153,900.60	3,081,807.82	1.93%	566	2.33%
Collateralized Mortgage Obligations	6,185,582.03	6,184,213.08	3.88%	1142	4.29%
Total Securities	96,838,005.72	96,421,921.79	60.47%	506	3.64%
Total Operating Funds	160,130,706.55	159,450,413.54	100.00%	307	2.28%
Bonded Debt Funds					
Pittsburg Pension Bond	2,407,179.89	2,407,179.89	3.55%	1	5.21%
Pittsburg AD Auto Mall	345,238.64	349,828.50	0.52%	47	5.47%
Pittsburg AD Vista DM	802,263.57	802,263.57	1.18%	1	5.21%
Additional Bonded Debt Funds ³	64,286,798.26	64,304,065.25	94.76%	N/A	N/A
Total Bonded Debt Funds	67,841,480.36	67,863,337.21	100.00%	6	5.24%
Section 115 Trust					
Equity Mutual Fund ²	3,017,950.46	3,098,236.95	100.00%	N/A	N/A
Total Section 115 Trust Funds	3,017,950.46	3,098,236.95	100.00%	N/A	N/A
Total City Funds	230,990,137.37	230,411,987.70			

^{1,2}Funds not managed by City's investment adviser; ³Bonded Debt Funds not managed, nor tracked by City's investment adviser

*Market value changes daily and is subject to a number of economic forces, including supply and demand, and can incur unrealized gains and losses.



Section 4 | Portfolio Holdings

Holdings Report

As of December 31, 2023

City of Pittsburgh - Account #10607

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.400% Due 11/15/2024	24,789.81	06/22/2021 0.40%	24,787.94 24,789.78	99.81 6.17%	24,742.91 4.41	0.03% (46.87)	NR / AAA AAA	0.88 0.03
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.100% Due 03/25/2025	48,100.57	01/11/2022 1.11%	48,093.38 48,099.81	99.43 6.24%	47,827.60 8.82	0.07% (272.21)	NR / AAA AAA	1.23 0.11
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.270% Due 04/21/2025	23,283.45	02/17/2021 0.27%	23,283.02 23,283.42	98.79 6.20%	23,000.74 1.75	0.03% (282.68)	Aaa / NR AAA	1.31 0.20
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.260% Due 05/15/2025	87,541.26	02/02/2021 0.27%	87,525.01 87,540.20	98.89 6.00%	86,572.26 10.12	0.12% (967.94)	Aaa / NR AAA	1.37 0.19
36266FAC3	GM Financial Auto Lease Trust 2022-2 A3 3.420% Due 06/20/2025	252,933.10	05/03/2022 3.45%	252,906.72 252,926.48	99.38 5.86%	251,371.74 264.32	0.35% (1,554.74)	NR / AAA AAA	1.47 0.25
47788UAC6	John Deere Owner Trust 2021-A A3 0.360% Due 09/15/2025	56,978.59	03/02/2021 0.37%	56,967.64 56,976.19	98.22 5.62%	55,966.82 9.12	0.08% (1,009.37)	Aaa / NR AAA	1.71 0.34
43815EAC8	Honda Auto Receivables 2021-3 A3 0.410% Due 11/18/2025	188,061.64	08/17/2021 0.41%	188,058.89 188,060.89	97.48 5.71%	183,329.05 27.84	0.26% (4,731.84)	NR / AAA AAA	1.88 0.47
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.880% Due 01/21/2026	128,862.17	11/16/2021 0.89%	128,835.00 128,852.61	97.04 5.75%	125,041.92 31.50	0.18% (3,810.69)	Aaa / NR AAA	2.06 0.61
47789QAC4	John Deere Owner Trust 2021-B A3 0.520% Due 03/16/2026	143,186.85	07/13/2021 0.52%	143,174.08 143,182.64	97.29 5.63%	139,308.92 33.09	0.20% (3,873.72)	Aaa / NR AAA	2.21 0.53
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.710% Due 04/15/2026	123,797.18	11/09/2021 0.71%	123,794.54 123,796.27	97.03 5.67%	120,121.64 39.06	0.17% (3,674.63)	NR / AAA AAA	2.29 0.60
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.740% Due 05/15/2026	237,536.86	07/27/2022 3.53%	226,912.65 233,056.06	97.28 5.70%	231,087.26 78.12	0.33% (1,968.80)	NR / AAA AAA	2.37 0.55
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.210% Due 08/25/2026	190,375.91	05/10/2022 3.23%	190,366.01 190,371.19	98.59 5.24%	187,688.56 101.85	0.26% (2,682.63)	Aaa / AAA NR	2.65 0.70
47787JAC2	John Deere Owner Trust 2022-A A3 2.320% Due 09/16/2026	194,359.57	03/10/2022 2.34%	194,316.57 194,338.62	97.77 5.39%	190,018.35 200.41	0.27% (4,320.27)	Aaa / NR AAA	2.71 0.73
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.220% Due 10/15/2026	132,068.61	05/02/2022 3.34%	128,849.44 130,566.52	97.72 5.40%	129,063.39 130.31	0.18% (1,503.13)	NR / AAA AAA	2.79 0.72
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.640% Due 04/16/2027	165,000.00	07/06/2022 3.67%	164,998.86 164,999.39	98.38 5.18%	162,334.59 250.25	0.23% (2,664.80)	Aaa / NR AAA	3.29 1.07
02582JIT8	American Express Credit Trust 2022-2 A 3.390% Due 05/17/2027	510,000.00	05/17/2022 3.42%	509,887.19 509,948.11	97.95 4.99%	499,564.89 768.40	0.70% (10,383.22)	NR / AAA AAA	3.38 1.30
161571HS6	Chase Issuance Trust 22-A1 A 3.970% Due 09/15/2027	1,000,000.00	05/11/2023 4.28%	993,945.31 995,581.14	98.65 4.85%	986,511.00 1,764.44	1.39% (9,070.14)	NR / AAA AAA	3.71 1.60

Holdings Report

As of December 31, 2023

City of Pittsburgh - Account #10607

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
05592XAD2	BMW Vehicle Owner Trust 2023-A A3 5.470% Due 02/25/2028	135,000.00	07/11/2023 5.54%	134,976.08 134,979.34	101.04 4.95%	136,403.46 123.08	0.19% 1,424.12	NR / AAA AAA	4.16 1.78
438123AC5	Honda Auto Receivables OT 2023-4 A3 5.670% Due 06/21/2028	235,000.00	11/01/2023 5.74%	234,958.62 234,960.31	102.09 3.84%	239,910.33 370.13	0.34% 4,950.02	Aaa / NR AAA	4.48 1.09
89239FAD4	Toyota Auto Receivables Owner 2023-D A3 5.540% Due 08/15/2028	195,000.00	11/07/2023 5.61%	194,978.98 194,979.75	101.95 3.86%	198,805.04 480.13	0.28% 3,825.29	NR / AAA AAA	4.63 1.11
TOTAL ABS		4,071,875.57	3.32%	4,051,615.93 4,061,288.72	5.13%	4,018,670.47 4,697.15	5.66% (42,618.25)	Aaa / AAA AAA	3.05 1.01
Agency									
3135G0V34	FNMA Note 2.500% Due 02/05/2024	600,000.00	01/30/2020 1.44%	624,768.00 600,591.32	99.73 5.27%	598,407.00 6,083.33	0.85% (2,184.32)	Aaa / AA+ AA+	0.10 0.09
3130A7PH2	FHLB Note 1.875% Due 03/08/2024	1,000,000.00	03/03/2020 0.85%	1,040,350.00 1,001,845.36	99.35 5.35%	993,546.00 5,885.42	1.41% (8,299.36)	Aaa / AA+ NR	0.19 0.18
3133ENKS8	FFCB Note 1.125% Due 01/06/2025	425,000.00	01/06/2022 1.20%	424,043.75 424,674.82	96.64 4.55%	410,738.70 2,324.22	0.58% (13,936.12)	Aaa / AA+ AA+	1.02 0.98
3130AWER7	FHLB Note 4.625% Due 06/06/2025	1,000,000.00	06/13/2023 4.74%	997,830.00 998,431.11	100.56 4.22%	1,005,580.00 3,211.81	1.42% 7,148.89	Aaa / AA+ NR	1.43 1.37
3135G05X7	FNMA Note 0.375% Due 08/25/2025	1,000,000.00	03/07/2022 1.78%	953,120.00 977,707.93	93.49 4.51%	934,917.00 1,312.50	1.32% (42,790.93)	Aaa / AA+ AA+	1.65 1.61
3133EPJX4	FFCB Note 3.625% Due 02/17/2026	1,000,000.00	05/15/2023 3.89%	993,250.00 994,785.00	98.76 4.24%	987,648.00 13,493.06	1.41% (7,137.00)	Aaa / AA+ AA+	2.13 2.00
3133EPHH1	FFCB Note 4.000% Due 04/28/2026	1,500,000.00	05/09/2023 3.90%	1,504,095.00 1,503,203.47	99.59 4.18%	1,493,901.00 10,500.00	2.12% (9,302.47)	Aaa / AA+ AA+	2.33 2.18
3133EPVP7	FFCB Note 4.750% Due 07/08/2026	1,000,000.00	12/06/2023 4.48%	1,006,424.00 1,006,253.87	101.33 4.19%	1,013,306.00 14,909.72	1.45% 7,052.13	Aaa / AA+ AA+	2.52 2.32
3133EPZY4	FFCB Note 5.000% Due 07/30/2026	1,000,000.00	11/09/2023 4.85%	1,003,740.00 1,003,544.15	102.09 4.14%	1,020,853.00 8,472.22	1.45% 17,308.85	Aaa / AA+ NR	2.58 2.39
3130AXU63	Federal Home Loan Banks Note 4.625% Due 11/17/2026	1,000,000.00	11/30/2023 4.53%	1,002,530.00 1,002,457.51	101.41 4.10%	1,014,119.00 5,652.78	1.43% 11,661.49	Aaa / AA+ NR	2.88 2.66
3130ATUS4	FHLB Note 4.250% Due 12/10/2027	1,000,000.00	05/15/2023 3.66%	1,024,620.00 1,021,227.19	101.03 3.96%	1,010,292.00 2,479.17	1.42% (10,935.19)	Aaa / AA+ NR	3.95 3.59
3130ATS57	FHLB Note 4.500% Due 03/10/2028	1,000,000.00	04/24/2023 3.76%	1,032,720.00 1,028,108.70	102.36 3.88%	1,023,647.00 13,875.00	1.46% (4,461.70)	Aaa / AA+ NR	4.19 3.75
3130AWC24	FHLB Note 4.000% Due 06/09/2028	1,000,000.00	07/06/2023 4.49%	978,470.00 980,567.86	100.35 3.91%	1,003,500.00 2,444.44	1.41% 22,932.14	Aaa / AA+ NR	4.44 4.02

Holdings Report

As of December 31, 2023

City of Pittsburgh - Account #10607

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3130AWTR1	FHLB Note 4.375% Due 09/08/2028	1,250,000.00	09/07/2023 4.49%	1,243,625.00 1,244,026.27	101.84 3.94%	1,273,051.25 22,330.73	1.82% 29,024.98	Aaa / AA+ NR	4.69 4.14
3133EPWK7	FFCB Note 4.500% Due 09/22/2028	1,250,000.00	10/12/2023 4.71%	1,238,412.50 1,238,907.36	102.60 3.89%	1,282,518.75 15,468.75	1.83% 43,611.39	Aaa / AA+ AA+	4.73 4.18
TOTAL Agency		15,025,000.00	3.71%	15,067,998.25 15,026,331.92	4.23%	15,066,024.70 128,443.15	21.37% 39,692.78	Aaa / AA+ AA+	2.80 2.55
CMO									
3137BM7C4	FHLMC K051 A2 3.308% Due 09/25/2025	500,000.00	05/16/2022 2.96%	503,886.72 501,970.87	97.54 4.82%	487,707.50 1,378.33	0.69% (14,263.37)	NR / NR AAA	1.74 1.51
3137BNGT5	FHLMC K054 A2 2.745% Due 01/25/2026	1,000,000.00	02/15/2023 4.92%	949,570.31 964,723.35	96.37 4.66%	963,671.00 2,287.50	1.36% (1,052.35)	NR / AAA NR	2.07 1.84
3137BSP72	FHLMC K058 A2 2.653% Due 08/25/2026	710,000.00	11/29/2022 4.53%	664,903.91 678,217.03	95.42 4.49%	677,459.28 1,569.69	0.95% (757.75)	NR / NR AAA	2.65 2.46
3137BVZ82	FHLMC K063 3.430% Due 01/25/2027	500,000.00	12/05/2022 4.29%	484,082.03 488,177.64	97.17 4.42%	485,864.50 1,429.17	0.69% (2,313.14)	NR / NR AAA	3.07 2.72
3137F2LJ3	FHLMC K066 A2 3.117% Due 06/25/2027	1,000,000.00	05/10/2023 3.97%	969,218.75 974,029.62	95.98 4.39%	959,837.00 2,597.50	1.35% (14,192.62)	NR / NR AAA	3.48 3.10
3137FAWS3	FHLMC K067 A2 3.194% Due 07/25/2027	1,000,000.00	05/10/2023 3.95%	971,562.50 975,850.40	96.21 4.34%	962,061.00 2,661.67	1.36% (13,789.40)	Aaa / NR NR	3.57 3.25
3137FBU79	FHLMC K069 A2 3.187% Due 09/25/2027	750,000.00	06/09/2023 4.98%	714,902.34 719,412.97	95.94 4.38%	719,553.00 1,991.88	1.01% 140.03	NR / AAA NR	3.74 3.33
3137FETN0	FHLMC K073 A2 3.350% Due 01/25/2028	965,000.00	05/24/2023 4.34%	927,455.47 932,223.03	96.17 4.38%	928,059.80 538.79	1.31% (4,163.23)	NR / NR AAA	4.07 3.64
TOTAL CMO		6,425,000.00	4.29%	6,185,582.03 6,234,604.91	4.47%	6,184,213.08 14,454.53	8.72% (50,391.83)	Aaa / AAA AAA	3.13 2.81
Corporate									
24422EVN6	John Deere Capital Corp Note 0.450% Due 01/17/2024	485,000.00	03/01/2021 0.47%	484,655.65 484,994.75	99.79 5.10%	483,997.02 994.25	0.68% (997.73)	A2 / A A+	0.05 0.04
91159HHG8	US Bancorp Callable Note Cont 12/29/2023 3.700% Due 01/30/2024	500,000.00	11/27/2019 3.70%	532,435.00 500,000.00	99.80 6.03%	498,994.50 7,759.72	0.71% (1,005.50)	A3 / A A	0.08 0.08
69371RR24	Paccar Financial Corp Note 0.350% Due 02/02/2024	225,000.00	01/28/2021 0.39%	224,739.00 224,992.37	99.56 5.50%	224,004.83 325.94	0.32% (987.54)	A1 / A+ NR	0.09 0.09

Holdings Report

As of December 31, 2023

City of Pittsburgh - Account #10607

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
637432NL5	National Rural Utilities Callable Note Cont 12/7/2023 2.950% Due 02/07/2024	500,000.00	04/06/2022 2.95%	501,470.00 500,000.00	99.70 5.91%	498,495.50 5,900.00	0.71% (1,504.50)	A1 / A- A+	0.10 0.10
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.750% Due 03/18/2024	725,000.00	Various 0.69%	726,181.50 725,049.33	98.97 5.60%	717,553.53 1,555.73	1.01% (7,495.80)	A2 / A- A	0.21 0.21
023135BW5	Amazon.com Inc Note 0.450% Due 05/12/2024	750,000.00	Various 0.67%	745,836.00 749,399.56	98.23 5.40%	736,746.00 459.38	1.04% (12,653.56)	A1 / AA AA-	0.36 0.36
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.550% Due 05/15/2024	250,000.00	11/08/2021 0.78%	248,565.00 249,788.74	98.19 5.50%	245,483.25 175.69	0.35% (4,305.49)	A2 / A+ A	0.37 0.36
14913R2L0	Caterpillar Financial Service Note 0.450% Due 05/17/2024	715,000.00	05/10/2021 0.50%	714,041.90 714,880.24	98.16 5.41%	701,859.02 393.25	0.99% (13,021.22)	A2 / A A+	0.38 0.37
24422EVQ9	John Deere Capital Corp Note 0.450% Due 06/07/2024	425,000.00	06/07/2021 0.49%	424,468.75 424,923.20	97.86 5.50%	415,914.78 127.50	0.59% (9,008.42)	A2 / A A+	0.44 0.42
89114QCA4	Toronto Dominion Bank Note 2.650% Due 06/12/2024	750,000.00	04/23/2021 0.65%	796,327.50 756,612.42	98.75 5.51%	740,610.00 1,048.96	1.04% (16,002.42)	A1 / A AA-	0.45 0.44
06051GJY6	Bank of America Corp Callable Note Cont 6/14/2023 5.720% Due 06/14/2024	540,000.00	06/07/2021 5.76%	540,036.00 540,000.00	99.86 6.07%	539,236.44 1,544.40	0.76% (763.56)	A1 / A- AA-	0.45 0.20
89236TJH9	Toyota Motor Credit Corp Note 0.500% Due 06/18/2024	425,000.00	06/15/2021 0.54%	424,494.25 424,922.01	97.68 5.62%	415,151.05 76.74	0.58% (9,770.96)	A1 / A+ A+	0.47 0.45
06367TQW3	Bank of Montreal Note 0.625% Due 07/09/2024	750,000.00	09/10/2021 0.65%	749,392.50 749,887.83	97.56 5.44%	731,667.75 2,239.58	1.03% (18,220.08)	A2 / A- AA-	0.52 0.51
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	115,000.00	06/29/2021 0.64%	114,941.35 114,989.54	97.48 5.43%	112,101.08 331.42	0.16% (2,888.46)	A2 / A+ NR	0.54 0.52
037833DM9	Apple Inc Callable Note Cont 8/11/2024 1.800% Due 09/11/2024	750,000.00	08/18/2021 0.58%	776,857.50 755,509.86	97.88 4.95%	734,068.50 4,125.00	1.04% (21,441.36)	Aaa / AA+ NR	0.70 0.67
78015K7C2	Royal Bank of Canada Note 2.250% Due 11/01/2024	500,000.00	05/19/2021 0.73%	525,750.00 506,233.13	97.48 5.38%	487,395.50 1,875.00	0.69% (18,837.63)	A1 / A AA-	0.84 0.81
46647PBY1	JP Morgan Chase & Co Callable Note Cont 2/16/2024 0.563% Due 02/16/2025	390,000.00	02/09/2021 0.56%	390,000.00 390,000.00	99.33 5.87%	387,385.44 823.39	0.55% (2,614.56)	A1 / A- AA-	1.13 1.07
57636QAN4	MasterCard Inc Callable Note 1x 02/03/2025 2.000% Due 03/03/2025	600,000.00	10/28/2021 1.04%	618,294.00 606,133.87	96.88 4.77%	581,273.40 3,933.33	0.82% (24,860.47)	Aa3 / A+ NR	1.17 1.13

Holdings Report

As of December 31, 2023

City of Pittsburgh - Account #10607

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
87612EBL9	Target Corp Callable Note Cont 4/15/25 2.250% Due 04/15/2025	500,000.00	02/17/2022	502,465.00	96.96	484,807.50	0.69%	A2 / A	1.29
			2.08%	500,968.79	4.70%	2,375.00	(16,161.29)	A	1.24
437076CM2	Home Depot Callable Note Cont 3/15/2025 2.700% Due 04/15/2025	500,000.00	03/24/2022	499,125.00	97.53	487,660.00	0.69%	A2 / A	1.29
			2.76%	499,630.83	4.69%	2,850.00	(11,970.83)	A	1.24
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.350% Due 04/25/2025	510,000.00	04/19/2022	509,928.60	97.68	498,155.25	0.70%	A1 / A	1.32
			3.35%	509,968.70	5.19%	3,132.25	(11,813.45)	AA-	1.26
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	600,000.00	05/24/2021	600,777.60	97.86	587,152.80	0.83%	A1 / A-	1.42
			0.78%	600,107.84	6.00%	412.00	(12,955.04)	AA-	1.28
26442UAA2	Duke Energy Progress LLC Callable Note Cont 5/15/25 3.250% Due 08/15/2025	500,000.00	04/18/2022	500,605.00	97.72	488,586.50	0.70%	Aa3 / A	1.62
			3.21%	500,269.85	4.73%	6,138.89	(11,683.35)	NR	1.54
57629WDK3	Mass Mutual Global funding Note 4.150% Due 08/26/2025	750,000.00	05/10/2023	740,385.00	98.96	742,194.75	1.06%	Aa3 / AA+	1.65
			4.74%	743,073.06	4.81%	10,807.29	(878.31)	AA+	1.55
931142EW9	Wal-Mart Stores Note 3.900% Due 09/09/2025	155,000.00	09/06/2022	154,891.50	99.01	153,459.61	0.22%	Aa2 / AA	1.69
			3.92%	154,938.92	4.51%	1,880.67	(1,479.31)	AA	1.60
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 02/06/2026	190,000.00	02/02/2022	190,000.00	96.09	182,573.28	0.26%	A1 / A	2.10
			1.75%	190,000.00	5.45%	1,336.18	(7,426.72)	AA-	1.06
00440EAV9	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.350% Due 05/03/2026	750,000.00	08/24/2023	715,927.50	97.29	729,637.50	1.03%	A3 / A	2.34
			5.19%	720,312.72	4.58%	4,047.92	9,324.78	A	2.21
69371RR32	Paccar Financial Corp Note 1.100% Due 05/11/2026	600,000.00	02/10/2023	538,422.00	92.36	554,167.80	0.78%	A1 / A+	2.36
			4.54%	555,144.96	4.55%	916.67	(977.16)	NR	2.28
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	250,000.00	01/11/2023	223,112.50	92.34	230,848.75	0.32%	A1 / A+	2.47
			4.55%	230,693.40	4.44%	101.56	155.35	A+	2.38
857477CD3	State Street Bank Callable Note 7/03/2026 5.272% Due 08/03/2026	350,000.00	07/31/2023	350,000.00	101.45	355,085.85	0.51%	A1 / A	2.59
			5.27%	350,000.00	4.65%	7,585.82	5,085.85	AA-	2.28
06428CAA2	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 08/18/2026	500,000.00	08/24/2023	500,680.00	101.85	509,229.50	0.73%	Aa1 / A+	2.63
			5.48%	500,601.10	4.74%	10,207.75	8,628.40	AA	2.31
437076CV2	Home Depot Callable Note Cont 8/30/2026 4.950% Due 09/30/2026	500,000.00	11/30/2023	501,140.00	101.43	507,162.00	0.72%	A2 / A	2.75
			4.86%	501,108.08	4.38%	1,856.25	6,053.92	A	2.47
61690U7W4	Morgan Stanley Bank NA Callable Note Cont 9/30/2026 5.882% Due 10/30/2026	335,000.00	10/30/2023	335,000.00	102.82	344,455.71	0.49%	Aa3 / A+	2.83
			5.88%	335,000.00	4.77%	3,284.12	9,455.71	AA-	2.50

Holdings Report

As of December 31, 2023

City of Pittsburgh - Account #10607

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
438516BL9	Honeywell Intl Callable Note 08/01/2026 2.500% Due 11/01/2026	750,000.00	05/10/2023 3.96%	714,847.50 721,329.52	95.26 4.29%	714,427.50 3,125.00	1.01% (6,902.02)	A2 / A A	2.84 2.68
713448FW3	Pepsico Inc. Callable Note Cont 10/10/2026 5.125% Due 11/10/2026	275,000.00	11/08/2023 5.13%	274,925.75 274,929.27	102.11 4.30%	280,812.68 1,996.61	0.40% 5,883.41	A1 / A+ NR	2.86 2.55
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4.000% Due 05/10/2027	600,000.00	09/12/2022 4.08%	597,906.00 598,490.20	98.65 4.44%	591,880.80 3,400.00	0.84% (6,609.40)	A2 / A+ A+	3.36 3.09
TOTAL Corporate		18,010,000.00	2.52%	17,988,624.85 17,904,884.09	5.12%	17,694,235.37 99,143.26	25.02% (210,648.72)	A1 / A+ A+	1.29 1.19
Money Market Fund									
94975H254	Wells Fargo Money Market Fund #743	458,697.55	Various 4.92%	458,697.55 458,697.55	1.00 4.92%	458,697.55 0.00	0.64% 0.00	Aaa / AAA NR	0.00 0.00
TOTAL Money Market Fund		458,697.55	4.92%	458,697.55 458,697.55	4.92%	458,697.55 0.00	0.64% 0.00	Aaa / AAA NR	0.00 0.00
Supranational									
459058GQ0	Intl. Bank Recon & Development Note 2.500% Due 03/19/2024	750,000.00	01/26/2021 0.26%	802,455.00 753,570.24	99.38 5.34%	745,383.75 5,312.50	1.06% (8,186.49)	Aaa / AAA AAA	0.22 0.21
4581X0DZ8	Inter-American Dev Bank Note 0.500% Due 09/23/2024	895,000.00	09/15/2021 0.52%	894,337.70 894,839.26	96.79 5.05%	866,245.44 1,218.19	1.22% (28,593.82)	Aaa / AAA NR	0.73 0.71
4581X0EK0	Inter-American Dev Bank Note 4.500% Due 05/15/2026	750,000.00	06/27/2023 4.53%	749,422.50 749,521.52	100.62 4.22%	754,674.00 4,312.50	1.07% 5,152.48	Aaa / AAA AAA	2.37 2.22
45950KDF4	International Finance Corp Note 4.375% Due 01/15/2027	710,000.00	11/29/2023 4.49%	707,685.40 707,738.38	100.78 4.10%	715,504.63 2,157.12	1.01% 7,766.25	Aaa / AAA NR	3.04 2.81
TOTAL Supranational		3,105,000.00	2.33%	3,153,900.60 3,105,669.40	4.70%	3,081,807.82 13,000.31	4.35% (23,861.58)	Aaa / AAA AAA	1.55 1.45
US Treasury									
912797JA6	US Treasury Bill 5.262% Due 01/23/2024	2,000,000.00	12/27/2023 5.36%	1,992,399.33 1,993,568.66	99.68 5.36%	1,993,568.66 0.00	2.80% 0.00	P-1 / A-1+ F-1+	0.06 0.06
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	1,000,000.00	04/14/2021 0.36%	1,000,351.56 1,000,033.68	98.63 5.19%	986,250.00 799.18	1.39% (13,783.68)	Aaa / AA+ AA+	0.29 0.29
91282CCC3	US Treasury Note 0.250% Due 05/15/2024	650,000.00	05/12/2021 0.36%	647,968.75 649,749.34	98.20 5.15%	638,320.15 209.82	0.90% (11,429.19)	Aaa / AA+ AA+	0.37 0.37

Holdings Report

As of December 31, 2023

City of Pittsburgh - Account #10607

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91282CCG4	US Treasury Note 0.250% Due 06/15/2024	1,000,000.00	06/28/2021 0.46%	993,750.00 999,041.13	97.82 5.15%	978,164.00 116.12	1.38% (20,877.13)	Aaa / AA+ AA+	0.46 0.45
91282CCL3	US Treasury Note 0.375% Due 07/15/2024	1,000,000.00	08/05/2021 0.37%	1,000,273.44 1,000,049.90	97.52 5.08%	975,234.00 1,732.34	1.37% (24,815.90)	Aaa / AA+ AA+	0.54 0.53
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	1,000,000.00	09/10/2021 0.42%	998,632.81 999,709.14	97.13 5.09%	971,328.00 1,416.44	1.37% (28,381.14)	Aaa / AA+ AA+	0.62 0.61
91282CDB4	US Treasury Note 0.625% Due 10/15/2024	1,000,000.00	12/02/2021 0.86%	993,281.25 998,151.86	96.72 4.91%	967,188.00 1,331.97	1.36% (30,963.86)	Aaa / AA+ AA+	0.79 0.77
91282CDH1	US Treasury Note 0.750% Due 11/15/2024	1,000,000.00	11/10/2021 0.80%	998,554.69 999,579.33	96.50 4.89%	965,039.00 968.41	1.36% (34,540.33)	Aaa / AA+ AA+	0.88 0.85
91282CDN8	US Treasury Note 1.000% Due 12/15/2024	1,100,000.00	12/29/2021 0.99%	1,100,472.66 1,100,152.60	96.43 4.86%	1,060,769.60 510.93	1.49% (39,383.00)	Aaa / AA+ AA+	0.96 0.93
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	1,000,000.00	02/03/2022 1.42%	991,054.69 996,613.56	96.05 4.65%	960,508.00 3,801.51	1.36% (36,105.56)	Aaa / AA+ AA+	1.16 1.13
912828ZF0	US Treasury Note 0.500% Due 03/31/2025	750,000.00	03/03/2021 0.54%	748,886.72 749,659.58	95.08 4.60%	713,115.00 952.87	1.00% (36,544.58)	Aaa / AA+ AA+	1.25 1.22
912828ZL7	US Treasury Note 0.375% Due 04/30/2025	500,000.00	01/13/2021 0.39%	499,609.38 499,879.10	94.63 4.57%	473,164.00 319.37	0.67% (26,715.10)	Aaa / AA+ AA+	1.33 1.30
912828ZT0	US Treasury Note 0.250% Due 05/31/2025	1,250,000.00	10/06/2021 0.72%	1,228,759.77 1,241,771.80	94.18 4.55%	1,177,197.50 273.22	1.66% (64,574.30)	Aaa / AA+ AA+	1.42 1.38
9128285C0	US Treasury Note 3.000% Due 09/30/2025	750,000.00	04/29/2022 2.90%	752,314.45 751,184.14	97.70 4.38%	732,714.75 5,717.21	1.04% (18,469.39)	Aaa / AA+ AA+	1.75 1.67
9128285J5	US Treasury Note 3.000% Due 10/31/2025	1,000,000.00	06/02/2022 2.87%	1,004,023.44 1,002,160.26	97.67 4.33%	976,719.00 5,109.89	1.38% (25,441.26)	Aaa / AA+ AA+	1.84 1.75
912828M56	US Treasury Note 2.250% Due 11/15/2025	1,000,000.00	08/25/2022 3.37%	966,093.75 980,295.77	96.31 4.32%	963,125.00 2,905.22	1.36% (17,170.77)	Aaa / AA+ AA+	1.88 1.80
9128285T3	US Treasury Note 2.625% Due 12/31/2025	1,000,000.00	08/25/2022 3.34%	977,421.88 986,523.28	96.91 4.25%	969,063.00 72.12	1.36% (17,460.28)	Aaa / AA+ AA+	2.00 1.92
9128286L9	US Treasury Note 2.250% Due 03/31/2026	1,000,000.00	08/29/2022 3.40%	961,640.63 975,970.45	95.93 4.16%	959,297.00 5,717.21	1.36% (16,673.45)	Aaa / AA+ AA+	2.25 2.15
912828U24	US Treasury Note 2.000% Due 11/15/2026	1,500,000.00	05/09/2023 3.65%	1,418,964.84 1,433,847.56	94.54 4.03%	1,418,086.50 3,873.63	2.00% (15,761.06)	Aaa / AA+ AA+	2.88 2.74
912828V98	US Treasury Note 2.250% Due 02/15/2027	1,000,000.00	11/29/2022 4.06%	930,585.94 948,503.61	94.93 3.99%	949,297.00 8,498.64	1.35% 793.39	Aaa / AA+ AA+	3.13 2.95
91282CEF4	US Treasury Note 2.500% Due 03/31/2027	1,100,000.00	11/03/2022 4.47%	1,014,148.44 1,036,732.53	95.57 3.96%	1,051,316.20 6,987.70	1.49% 14,583.67	Aaa / AA+ AA+	3.25 3.06

Holdings Report

As of December 31, 2023

City of Pittsburgh - Account #10607

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
91282CEW7	US Treasury Note 3.250% Due 06/30/2027	1,250,000.00	11/03/2022 4.44%	1,187,792.97 1,203,280.65	97.72 3.95%	1,221,533.75 111.61	1.72% 18,253.10	Aaa / AA+ AA+	3.50 3.27
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	800,000.00	01/30/2023 3.72%	779,968.75 783,970.21	97.19 3.96%	777,500.00 8,447.80	1.11% (6,470.21)	Aaa / AA+ AA+	3.67 3.39
9128283F5	US Treasury Note 2.250% Due 11/15/2027	1,500,000.00	05/16/2023 3.59%	1,417,031.25 1,428,595.37	94.02 3.93%	1,410,351.00 4,357.83	1.99% (18,244.37)	Aaa / AA+ AA+	3.88 3.64
TOTAL US Treasury		25,150,000.00	2.43%	24,603,981.39 24,759,023.51	4.56%	24,288,849.11 64,231.04	34.24% (470,174.40)	Aaa / AA+ AA+	1.70 1.61
TOTAL PORTFOLIO		72,245,573.12	2.95%	71,510,400.60 71,550,500.10	4.66%	70,792,498.10 323,969.44	100.00% (758,002.00)	Aa1 / AA AA+	2.02 1.76
TOTAL MARKET VALUE PLUS ACCRUALS						71,116,467.54			

Holdings Report

As of December 31, 2023

City of Pittsburgh Liquidity - Account #10617

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Commercial Paper									
62479LDC6	MUFG Bank Ltd Discount CP 5.630% Due 04/12/2024	2,000,000.00	08/15/2023 5.89%	1,924,933.33 1,968,096.67	98.40 5.89%	1,968,096.67 0.00	6.95% 0.00	P-1 / A-1 NR	0.28 0.27
89233GEP7	Toyota Motor Credit Discount CP 5.650% Due 05/23/2024	1,000,000.00	08/29/2023 5.92%	957,938.89 977,556.95	97.76 5.92%	977,556.95 0.00	3.45% 0.00	P-1 / A-1+ F-1	0.39 0.38
TOTAL Commercial Paper		3,000,000.00	5.90%	2,882,872.22 2,945,653.62	5.90%	2,945,653.62 0.00	10.40% 0.00	P-1 / A-1 F-1	0.32 0.31
Money Market Fund									
94975H254	Wells Fargo Money Market Fund #743	2,038,828.02	Various 4.92%	2,038,828.02 2,038,828.02	1.00 4.92%	2,038,828.02 0.00	7.20% 0.00	Aaa / AAA NR	0.00 0.00
TOTAL Money Market Fund		2,038,828.02	4.92%	2,038,828.02 2,038,828.02	4.92%	2,038,828.02 0.00	7.20% 0.00	Aaa / AAA NR	0.00 0.00
Negotiable CD									
96130ASC3	Westpac Banking Corp NY Yankee CD 5.380% Due 02/16/2024	2,000,000.00	02/22/2023 5.44%	1,998,772.63 1,999,842.73	99.98 5.31%	1,999,522.00 95,345.56	7.40% (320.73)	P-1 / A-1+ F-1	0.13 0.13
21684XH82	Cooperative Rabobank UA Yankee CD 5.900% Due 09/06/2024	2,000,000.00	09/07/2023 5.90%	1,999,981.55 1,999,987.38	100.43 5.16%	2,008,630.00 38,022.22	7.23% 8,642.62	P-1 / A-1 F-1+	0.68 0.67
89115BL57	Toronto Dominion Bank Yankee CD 5.650% Due 11/20/2024	1,500,000.00	11/20/2023 5.65%	1,500,000.00 1,500,000.00	100.36 5.20%	1,505,373.00 9,652.08	5.35% 5,373.00	P-1 / A-1+ F-1+	0.89 0.87
TOTAL Negotiable CD		5,500,000.00	5.66%	5,498,754.18 5,499,830.11	5.23%	5,513,525.00 143,019.86	19.98% 13,694.89	Aaa / AAA AAA	0.53 0.52
US Treasury									
912797JA6	US Treasury Bill 5.268% Due 01/23/2024	800,000.00	11/29/2023 5.38%	793,679.00 797,424.78	99.68 5.38%	797,424.78 0.00	2.82% 0.00	P-1 / A-1+ F-1+	0.06 0.06
912797GN1	US Treasury Bill 5.276% Due 02/15/2024	2,000,000.00	08/15/2023 5.50%	1,946,653.78 1,986,810.00	99.34 5.50%	1,986,810.00 0.00	7.02% 0.00	P-1 / A-1+ F-1+	0.13 0.12
912796Z28	US Treasury Bill 5.338% Due 02/22/2024	1,000,000.00	08/25/2023 5.56%	973,609.03 992,290.28	99.23 5.56%	992,290.28 0.00	3.50% 0.00	P-1 / A-1+ F-1+	0.15 0.14
912797GQ4	US Treasury Bill 5.298% Due 03/07/2024	2,000,000.00	09/07/2023 5.52%	1,946,725.67 1,980,574.00	99.03 5.52%	1,980,574.00 0.00	7.00% 0.00	P-1 / A-1+ F-1+	0.18 0.18
912797GZ4	US Treasury Bill 5.330% Due 04/04/2024	1,300,000.00	10/05/2023 5.55%	1,265,162.53 1,281,907.61	98.61 5.55%	1,281,907.61 0.00	4.53% 0.00	P-1 / A-1+ F-1+	0.26 0.25

Holdings Report

As of December 31, 2023

City of Pittsburgh Liquidity - Account #10617

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
912797HG5	US Treasury Bill 5.313% Due 04/25/2024	1,400,000.00	10/30/2023 5.53%	1,363,432.29 1,376,241.32	98.30 5.53%	1,376,241.32 0.00	4.86% 0.00	P-1 / A-1+ F-1+	0.32 0.31
912828WJ5	US Treasury Note 2.500% Due 05/15/2024	1,400,000.00	08/30/2023 5.45%	1,371,726.56 1,385,205.76	99.02 5.15%	1,386,327.60 4,519.23	4.91% 1,121.84	Aaa / AA+ AA+	0.37 0.37
91282CEX5	US Treasury Note 3.000% Due 06/30/2024	1,500,000.00	10/19/2023 5.53%	1,474,394.53 1,481,753.58	98.95 5.15%	1,484,296.50 123.63	5.24% 2,542.92	Aaa / AA+ AA+	0.50 0.49
91282CFA4	US Treasury Note 3.000% Due 07/31/2024	3,000,000.00	Various 5.47%	2,945,468.75 2,958,309.26	98.82 5.07%	2,964,609.00 37,663.05	10.60% 6,299.74	Aaa / AA+ AA+	0.58 0.56
912797GK7	US Treasury Bill 5.072% Due 08/08/2024	2,000,000.00	08/15/2023 5.35%	1,899,113.61 1,938,002.78	96.90 5.35%	1,938,002.78 0.00	6.85% 0.00	P-1 / A-1+ F-1+	0.61 0.59
912797GW1	US Treasury Bill 5.178% Due 10/03/2024	1,500,000.00	10/19/2023 5.46%	1,424,710.52 1,440,458.75	96.03 5.46%	1,440,458.75 0.00	5.09% 0.00	P-1 / A-1+ F-1+	0.76 0.74
TOTAL US Treasury		17,900,000.00	5.48%	17,404,676.27 17,618,978.12	5.36%	17,628,942.62 42,305.91	62.42% 9,964.50	Aaa / AAA AAA	0.39 0.38
TOTAL PORTFOLIO		28,438,828.02	5.52%	27,825,130.69 28,103,289.87	5.36%	28,126,949.26 185,325.77	100.00% 23,659.39	Aaa / AAA AAA	0.38 0.37
TOTAL MARKET VALUE PLUS ACCRUALS						28,312,275.03			

Holdings Report

As of December 31, 2023

City of Pittsburgh Managed/Reporting Consolidated - Account #10639

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.400% Due 11/15/2024	24,789.81	06/22/2021 0.40%	24,787.94 24,789.78	99.81 6.17%	24,742.91 4.41	0.01% (46.87)	NR / AAA AAA	0.88 0.03
05601XAC3	BMW Vehicle Lease Trust 2022-1 A3 1.100% Due 03/25/2025	48,100.57	01/11/2022 1.11%	48,093.38 48,099.81	99.43 6.24%	47,827.60 8.82	0.02% (272.21)	NR / AAA AAA	1.23 0.11
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.270% Due 04/21/2025	23,283.45	02/17/2021 0.27%	23,283.02 23,283.42	98.79 6.20%	23,000.74 1.75	0.01% (282.68)	Aaa / NR AAA	1.31 0.20
89240BAC2	Toyota Auto Receivables Owners 2021-A A3 0.260% Due 05/15/2025	87,541.26	02/02/2021 0.27%	87,525.01 87,540.20	98.89 6.00%	86,572.26 10.12	0.04% (967.94)	Aaa / NR AAA	1.37 0.19
36266FAC3	GM Financial Auto Lease Trust 2022-2 A3 3.420% Due 06/20/2025	252,933.10	05/03/2022 3.45%	252,906.72 252,926.48	99.38 5.86%	251,371.74 264.32	0.11% (1,554.74)	NR / AAA AAA	1.47 0.25
47788UAC6	John Deere Owner Trust 2021-A A3 0.360% Due 09/15/2025	56,978.59	03/02/2021 0.37%	56,967.64 56,976.19	98.22 5.62%	55,966.82 9.12	0.02% (1,009.37)	Aaa / NR AAA	1.71 0.34
43815EAC8	Honda Auto Receivables 2021-3 A3 0.410% Due 11/18/2025	188,061.64	08/17/2021 0.41%	188,058.89 188,060.89	97.48 5.71%	183,329.05 27.84	0.08% (4,731.84)	NR / AAA AAA	1.88 0.47
43815GAC3	Honda Auto Receivables Trust 2021-4 A3 0.880% Due 01/21/2026	128,862.17	11/16/2021 0.89%	128,835.00 128,852.61	97.04 5.75%	125,041.92 31.50	0.06% (3,810.69)	Aaa / NR AAA	2.06 0.61
47789QAC4	John Deere Owner Trust 2021-B A3 0.520% Due 03/16/2026	143,186.85	07/13/2021 0.52%	143,174.08 143,182.64	97.29 5.63%	139,308.92 33.09	0.06% (3,873.72)	Aaa / NR AAA	2.21 0.53
89238JAC9	Toyota Auto Receivables Trust 2021-D A3 0.710% Due 04/15/2026	123,797.18	11/09/2021 0.71%	123,794.54 123,796.27	97.03 5.67%	120,121.64 39.06	0.05% (3,674.63)	NR / AAA AAA	2.29 0.60
44935FAD6	Hyundai Auto Receivables Trust 2021-C A3 0.740% Due 05/15/2026	237,536.86	07/27/2022 3.53%	226,912.65 233,056.06	97.28 5.70%	231,087.26 78.12	0.10% (1,968.80)	NR / AAA AAA	2.37 0.55
05602RAD3	BMW Vehicle Owner Trust 2022-A A3 3.210% Due 08/25/2026	190,375.91	05/10/2022 3.23%	190,366.01 190,371.19	98.59 5.24%	187,688.56 101.85	0.08% (2,682.63)	Aaa / AAA NR	2.65 0.70
47787JAC2	John Deere Owner Trust 2022-A A3 2.320% Due 09/16/2026	194,359.57	03/10/2022 2.34%	194,316.57 194,338.62	97.77 5.39%	190,018.35 200.41	0.08% (4,320.27)	Aaa / NR AAA	2.71 0.73
448977AD0	Hyundai Auto Receivables Trust 2022-A A3 2.220% Due 10/15/2026	132,068.61	05/02/2022 3.34%	128,849.44 130,566.52	97.72 5.40%	129,063.39 130.31	0.06% (1,503.13)	NR / AAA AAA	2.79 0.72
36265WAD5	GM Financial Securitized Auto 2022-3 A3 3.640% Due 04/16/2027	165,000.00	07/06/2022 3.67%	164,998.86 164,999.39	98.38 5.18%	162,334.59 250.25	0.07% (2,664.80)	Aaa / NR AAA	3.29 1.07
02582JIT8	American Express Credit Trust 2022-2 A 3.390% Due 05/17/2027	510,000.00	05/17/2022 3.42%	509,887.19 509,948.11	97.95 4.99%	499,564.89 768.40	0.22% (10,383.22)	NR / AAA AAA	3.38 1.30
161571HS6	Chase Issuance Trust 22-A1 A 3.970% Due 09/15/2027	1,000,000.00	05/11/2023 4.28%	993,945.31 995,581.14	98.65 4.85%	986,511.00 1,764.44	0.43% (9,070.14)	NR / AAA AAA	3.71 1.60

Holdings Report

As of December 31, 2023

City of Pittsburgh Managed/Reporting Consolidated - Account #10639

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
05592XAD2	BMW Vehicle Owner Trust 2023-A A3 5.470% Due 02/25/2028	135,000.00	07/11/2023 5.54%	134,976.08 134,979.34	101.04 4.95%	136,403.46 123.08	0.06% 1,424.12	NR / AAA AAA	4.16 1.78
438123AC5	Honda Auto Receivables OT 2023-4 A3 5.670% Due 06/21/2028	235,000.00	11/01/2023 5.74%	234,958.62 234,960.31	102.09 3.84%	239,910.33 370.13	0.11% 4,950.02	Aaa / NR AAA	4.48 1.09
89239FAD4	Toyota Auto Receivables Owner 2023-D A3 5.540% Due 08/15/2028	195,000.00	11/07/2023 5.61%	194,978.98 194,979.75	101.95 3.86%	198,805.04 480.13	0.09% 3,825.29	NR / AAA AAA	4.63 1.11
TOTAL ABS		4,071,875.57	3.32%	4,051,615.93 4,061,288.72	5.13%	4,018,670.47 4,697.15	1.77% (42,618.25)	Aaa / AAA AAA	3.05 1.01
Agency									
3135G0V34	FNMA Note 2.500% Due 02/05/2024	600,000.00	01/30/2020 1.44%	624,768.00 600,591.32	99.73 5.27%	598,407.00 6,083.33	0.27% (2,184.32)	Aaa / AA+ AA+	0.10 0.09
3130A7PH2	FHLB Note 1.875% Due 03/08/2024	1,000,000.00	03/03/2020 0.85%	1,040,350.00 1,001,845.36	99.35 5.35%	993,546.00 5,885.42	0.44% (8,299.36)	Aaa / AA+ NR	0.19 0.18
3133ENKS8	FFCB Note 1.125% Due 01/06/2025	425,000.00	01/06/2022 1.20%	424,043.75 424,674.82	96.64 4.55%	410,738.70 2,324.22	0.18% (13,936.12)	Aaa / AA+ AA+	1.02 0.98
3130AWER7	FHLB Note 4.625% Due 06/06/2025	1,000,000.00	06/13/2023 4.74%	997,830.00 998,431.11	100.56 4.22%	1,005,580.00 3,211.81	0.44% 7,148.89	Aaa / AA+ NR	1.43 1.37
3135G05X7	FNMA Note 0.375% Due 08/25/2025	1,000,000.00	03/07/2022 1.78%	953,120.00 977,707.93	93.49 4.51%	934,917.00 1,312.50	0.41% (42,790.93)	Aaa / AA+ AA+	1.65 1.61
3133EPJX4	FFCB Note 3.625% Due 02/17/2026	1,000,000.00	05/15/2023 3.89%	993,250.00 994,785.00	98.76 4.24%	987,648.00 13,493.06	0.44% (7,137.00)	Aaa / AA+ AA+	2.13 2.00
3133EPHH1	FFCB Note 4.000% Due 04/28/2026	1,500,000.00	05/09/2023 3.90%	1,504,095.00 1,503,203.47	99.59 4.18%	1,493,901.00 10,500.00	0.66% (9,302.47)	Aaa / AA+ AA+	2.33 2.18
3133EPVP7	FFCB Note 4.750% Due 07/08/2026	1,000,000.00	12/06/2023 4.48%	1,006,424.00 1,006,253.87	101.33 4.19%	1,013,306.00 14,909.72	0.45% 7,052.13	Aaa / AA+ AA+	2.52 2.32
3133EPZY4	FFCB Note 5.000% Due 07/30/2026	1,000,000.00	11/09/2023 4.85%	1,003,740.00 1,003,544.15	102.09 4.14%	1,020,853.00 8,472.22	0.45% 17,308.85	Aaa / AA+ NR	2.58 2.39
3130AXU63	Federal Home Loan Banks Note 4.625% Due 11/17/2026	1,000,000.00	11/30/2023 4.53%	1,002,530.00 1,002,457.51	101.41 4.10%	1,014,119.00 5,652.78	0.45% 11,661.49	Aaa / AA+ NR	2.88 2.66
3130ATUS4	FHLB Note 4.250% Due 12/10/2027	1,000,000.00	05/15/2023 3.66%	1,024,620.00 1,021,227.19	101.03 3.96%	1,010,292.00 2,479.17	0.45% (10,935.19)	Aaa / AA+ NR	3.95 3.59
3130ATS57	FHLB Note 4.500% Due 03/10/2028	1,000,000.00	04/24/2023 3.76%	1,032,720.00 1,028,108.70	102.36 3.88%	1,023,647.00 13,875.00	0.46% (4,461.70)	Aaa / AA+ NR	4.19 3.75
3130AWC24	FHLB Note 4.000% Due 06/09/2028	1,000,000.00	07/06/2023 4.49%	978,470.00 980,567.86	100.35 3.91%	1,003,500.00 2,444.44	0.44% 22,932.14	Aaa / AA+ NR	4.44 4.02

Holdings Report

As of December 31, 2023

City of Pittsburgh Managed/Reporting Consolidated - Account #10639

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
3130AWTR1	FHLB Note 4.375% Due 09/08/2028	1,250,000.00	09/07/2023 4.49%	1,243,625.00 1,244,026.27	101.84 3.94%	1,273,051.25 22,330.73	0.57% 29,024.98	Aaa / AA+ NR	4.69 4.14
3133EPWK7	FFCB Note 4.500% Due 09/22/2028	1,250,000.00	10/12/2023 4.71%	1,238,412.50 1,238,907.36	102.60 3.89%	1,282,518.75 15,468.75	0.57% 43,611.39	Aaa / AA+ AA+	4.73 4.18
TOTAL Agency		15,025,000.00	3.71%	15,067,998.25 15,026,331.92	4.23%	15,066,024.70 128,443.15	6.68% 39,692.78	Aaa / AA+ AA+	2.80 2.55
Cash									
90PITT\$00	City of Pittsburgh Cash Equivalents	19,876,102.85	Various 0.00%	19,876,102.85 19,876,102.85	1.00 0.00%	19,876,102.85 0.00	8.74% 0.00	NR / NR NR	0.00 0.00
90PITT\$02	City of Pittsburgh Additional Bonded Debt Funds	64,286,798.26	Various 0.00%	64,286,798.26 64,286,798.26	1.00 0.00%	64,304,065.25 0.00	28.28% 17,266.99	NR / NR NR	0.00 0.00
TOTAL Cash		84,162,901.11	0.00%	84,162,901.11	0.00%	84,180,168.10 0.00	37.02% 17,266.99	NR / NR NR	0.00 0.00
CMO									
3137BM7C4	FHLMC K051 A2 3.308% Due 09/25/2025	500,000.00	05/16/2022 2.96%	503,886.72 501,970.87	97.54 4.82%	487,707.50 1,378.33	0.22% (14,263.37)	NR / NR AAA	1.74 1.51
3137BNGT5	FHLMC K054 A2 2.745% Due 01/25/2026	1,000,000.00	02/15/2023 4.92%	949,570.31 964,723.35	96.37 4.66%	963,671.00 2,287.50	0.42% (1,052.35)	NR / AAA NR	2.07 1.84
3137BSP72	FHLMC K058 A2 2.653% Due 08/25/2026	710,000.00	11/29/2022 4.53%	664,903.91 678,217.03	95.42 4.49%	677,459.28 1,569.69	0.30% (757.75)	NR / NR AAA	2.65 2.46
3137BVZ82	FHLMC K063 3.430% Due 01/25/2027	500,000.00	12/05/2022 4.29%	484,082.03 488,177.64	97.17 4.42%	485,864.50 1,429.17	0.21% (2,313.14)	NR / NR AAA	3.07 2.72
3137F2LJ3	FHLMC K066 A2 3.117% Due 06/25/2027	1,000,000.00	05/10/2023 3.97%	969,218.75 974,029.62	95.98 4.39%	959,837.00 2,597.50	0.42% (14,192.62)	NR / NR AAA	3.48 3.10
3137FAWS3	FHLMC K067 A2 3.194% Due 07/25/2027	1,000,000.00	05/10/2023 3.95%	971,562.50 975,850.40	96.21 4.34%	962,061.00 2,661.67	0.42% (13,789.40)	Aaa / NR NR	3.57 3.25
3137FBU79	FHLMC K069 A2 3.187% Due 09/25/2027	750,000.00	06/09/2023 4.98%	714,902.34 719,412.97	95.94 4.38%	719,553.00 1,991.88	0.32% 140.03	NR / AAA NR	3.74 3.33
3137FETN0	FHLMC K073 A2 3.350% Due 01/25/2028	965,000.00	05/24/2023 4.34%	927,455.47 932,223.03	96.17 4.38%	928,059.80 538.79	0.41% (4,163.23)	NR / NR AAA	4.07 3.64
TOTAL CMO		6,425,000.00	4.29%	6,185,582.03 6,234,604.91	4.47%	6,184,213.08 14,454.53	2.73% (50,391.83)	Aaa / AAA AAA	3.13 2.81

Holdings Report

As of December 31, 2023

City of Pittsburgh Managed/Reporting Consolidated - Account #10639

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Commercial Paper									
62479LDC6	MUFG Bank Ltd Discount CP 5.630% Due 04/12/2024	2,000,000.00	08/15/2023 5.89%	1,924,933.33 1,968,096.67	98.40 5.89%	1,968,096.67 0.00	0.87% 0.00	P-1 / A-1 NR	0.28 0.27
89233GEP7	Toyota Motor Credit Discount CP 5.650% Due 05/23/2024	1,000,000.00	08/29/2023 5.92%	957,938.89 977,556.95	97.76 5.92%	977,556.95 0.00	0.43% 0.00	P-1 / A-1+ F-1	0.39 0.38
TOTAL Commercial Paper		3,000,000.00	5.90%	2,882,872.22 2,945,653.62	5.90%	2,945,653.62 0.00	1.30% 0.00	P-1 / A-1 F-1	0.32 0.31
Corporate									
24422EVN6	John Deere Capital Corp Note 0.450% Due 01/17/2024	485,000.00	03/01/2021 0.47%	484,655.65 484,994.75	99.79 5.10%	483,997.02 994.25	0.21% (997.73)	A2 / A A+	0.05 0.04
91159HHG8	US Bancorp Callable Note Cont 12/29/2023 3.700% Due 01/30/2024	500,000.00	11/27/2019 3.70%	532,435.00 500,000.00	99.80 6.03%	498,994.50 7,759.72	0.22% (1,005.50)	A3 / A A	0.08 0.08
69371RR24	Paccar Financial Corp Note 0.350% Due 02/02/2024	225,000.00	01/28/2021 0.39%	224,739.00 224,992.37	99.56 5.50%	224,004.83 325.94	0.10% (987.54)	A1 / A+ NR	0.09 0.09
637432NL5	National Rural Utilities Callable Note Cont 12/7/2023 2.950% Due 02/07/2024	500,000.00	04/06/2022 2.95%	501,470.00 500,000.00	99.70 5.91%	498,495.50 5,900.00	0.22% (1,504.50)	A1 / A- A+	0.10 0.10
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.750% Due 03/18/2024	725,000.00	Various 0.69%	726,181.50 725,049.33	98.97 5.60%	717,553.53 1,555.73	0.32% (7,495.80)	A2 / A- A	0.21 0.21
023135BW5	Amazon.com Inc Note 0.450% Due 05/12/2024	750,000.00	Various 0.67%	745,836.00 749,399.56	98.23 5.40%	736,746.00 459.38	0.32% (12,653.56)	A1 / AA AA-	0.36 0.36
91324PEB4	United Health Group Inc Callable Note Cont 5/15/2022 0.550% Due 05/15/2024	250,000.00	11/08/2021 0.78%	248,565.00 249,788.74	98.19 5.50%	245,483.25 175.69	0.11% (4,305.49)	A2 / A+ A	0.37 0.36
14913R2L0	Caterpillar Financial Service Note 0.450% Due 05/17/2024	715,000.00	05/10/2021 0.50%	714,041.90 714,880.24	98.16 5.41%	701,859.02 393.25	0.31% (13,021.22)	A2 / A A+	0.38 0.37
24422EVQ9	John Deere Capital Corp Note 0.450% Due 06/07/2024	425,000.00	06/07/2021 0.49%	424,468.75 424,923.20	97.86 5.50%	415,914.78 127.50	0.18% (9,008.42)	A2 / A A+	0.44 0.42
89114QCA4	Toronto Dominion Bank Note 2.650% Due 06/12/2024	750,000.00	04/23/2021 0.65%	796,327.50 756,612.42	98.75 5.51%	740,610.00 1,048.96	0.33% (16,002.42)	A1 / A AA-	0.45 0.44
06051GIY6	Bank of America Corp Callable Note Cont 6/14/2023 5.720% Due 06/14/2024	540,000.00	06/07/2021 5.76%	540,036.00 540,000.00	99.86 6.07%	539,236.44 1,544.40	0.24% (763.56)	A1 / A- AA-	0.45 0.20

Holdings Report

As of December 31, 2023

City of Pittsburgh Managed/Reporting Consolidated - Account #10639

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
89236TJH9	Toyota Motor Credit Corp Note 0.500% Due 06/18/2024	425,000.00	06/15/2021 0.54%	424,494.25 424,922.01	97.68 5.62%	415,151.05 76.74	0.18% (9,770.96)	A1 / A+ A+	0.47 0.45
06367TQW3	Bank of Montreal Note 0.625% Due 07/09/2024	750,000.00	09/10/2021 0.65%	749,392.50 749,887.83	97.56 5.44%	731,667.75 2,239.58	0.32% (18,220.08)	A2 / A- AA-	0.52 0.51
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	115,000.00	06/29/2021 0.64%	114,941.35 114,989.54	97.48 5.43%	112,101.08 331.42	0.05% (2,888.46)	A2 / A+ NR	0.54 0.52
037833DM9	Apple Inc Callable Note Cont 8/11/2024 1.800% Due 09/11/2024	750,000.00	08/18/2021 0.58%	776,857.50 755,509.86	97.88 4.95%	734,068.50 4,125.00	0.32% (21,441.36)	Aaa / AA+ NR	0.70 0.67
78015K7C2	Royal Bank of Canada Note 2.250% Due 11/01/2024	500,000.00	05/19/2021 0.73%	525,750.00 506,233.13	97.48 5.38%	487,395.50 1,875.00	0.22% (18,837.63)	A1 / A AA-	0.84 0.81
46647PBY1	JP Morgan Chase & Co Callable Note Cont 2/16/2024 0.563% Due 02/16/2025	390,000.00	02/09/2021 0.56%	390,000.00 390,000.00	99.33 5.87%	387,385.44 823.39	0.17% (2,614.56)	A1 / A- AA-	1.13 1.07
57636QAN4	MasterCard Inc Callable Note 1x 02/03/2025 2.000% Due 03/03/2025	600,000.00	10/28/2021 1.04%	618,294.00 606,133.87	96.88 4.77%	581,273.40 3,933.33	0.26% (24,860.47)	Aa3 / A+ NR	1.17 1.13
87612EBL9	Target Corp Callable Note Cont 4/15/25 2.250% Due 04/15/2025	500,000.00	02/17/2022 2.08%	502,465.00 500,968.79	96.96 4.70%	484,807.50 2,375.00	0.21% (16,161.29)	A2 / A A	1.29 1.24
437076CM2	Home Depot Callable Note Cont 3/15/2025 2.700% Due 04/15/2025	500,000.00	03/24/2022 2.76%	499,125.00 499,630.83	97.53 4.69%	487,660.00 2,850.00	0.22% (11,970.83)	A2 / A A	1.29 1.24
06406RBC0	Bank of NY Mellon Corp Callable Note Cont 3/25/2025 3.350% Due 04/25/2025	510,000.00	04/19/2022 3.35%	509,928.60 509,968.70	97.68 5.19%	498,155.25 3,132.25	0.22% (11,813.45)	A1 / A AA-	1.32 1.26
46647PCH7	JP Morgan Chase & Co Callable Note Cont 6/1/2024 0.824% Due 06/01/2025	600,000.00	05/24/2021 0.78%	600,777.60 600,107.84	97.86 6.00%	587,152.80 412.00	0.26% (12,955.04)	A1 / A- AA-	1.42 1.28
26442UAA2	Duke Energy Progress LLC Callable Note Cont 5/15/25 3.250% Due 08/15/2025	500,000.00	04/18/2022 3.21%	500,605.00 500,269.85	97.72 4.73%	488,586.50 6,138.89	0.22% (11,683.35)	Aa3 / A NR	1.62 1.54
57629WDK3	Mass Mutual Global funding Note 4.150% Due 08/26/2025	750,000.00	05/10/2023 4.74%	740,385.00 743,073.06	98.96 4.81%	742,194.75 10,807.29	0.33% (878.31)	Aa3 / AA+ AA+	1.65 1.55
931142EW9	Wal-Mart Stores Note 3.900% Due 09/09/2025	155,000.00	09/06/2022 3.92%	154,891.50 154,938.92	99.01 4.51%	153,459.61 1,880.67	0.07% (1,479.31)	Aa2 / AA AA	1.69 1.60
857477BR3	State Street Bank Callable Note Cont 2/6/2025 1.746% Due 02/06/2026	190,000.00	02/02/2022 1.75%	190,000.00 190,000.00	96.09 5.45%	182,573.28 1,336.18	0.08% (7,426.72)	A1 / A AA-	2.10 1.06

Holdings Report

As of December 31, 2023

City of Pittsburgh Managed/Reporting Consolidated - Account #10639

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
00440EAV9	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.350% Due 05/03/2026	750,000.00	08/24/2023 5.19%	715,927.50 720,312.72	97.29 4.58%	729,637.50 4,047.92	0.32% 9,324.78	A3 / A A	2.34 2.21
69371RR32	Paccar Financial Corp Note 1.100% Due 05/11/2026	600,000.00	02/10/2023 4.54%	538,422.00 555,144.96	92.36 4.55%	554,167.80 916.67	0.24% (977.16)	A1 / A+ NR	2.36 2.28
89236TJK2	Toyota Motor Credit Corp Note 1.125% Due 06/18/2026	250,000.00	01/11/2023 4.55%	223,112.50 230,693.40	92.34 4.44%	230,848.75 101.56	0.10% 155.35	A1 / A+ A+	2.47 2.38
857477CD3	State Street Bank Callable Note 7/03/2026 5.272% Due 08/03/2026	350,000.00	07/31/2023 5.27%	350,000.00 350,000.00	101.45 4.65%	355,085.85 7,585.82	0.16% 5,085.85	A1 / A AA-	2.59 2.28
06428CAA2	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 08/18/2026	500,000.00	08/24/2023 5.48%	500,680.00 500,601.10	101.85 4.74%	509,229.50 10,207.75	0.23% 8,628.40	Aa1 / A+ AA	2.63 2.31
437076CV2	Home Depot Callable Note Cont 8/30/2026 4.950% Due 09/30/2026	500,000.00	11/30/2023 4.86%	501,140.00 501,108.08	101.43 4.38%	507,162.00 1,856.25	0.22% 6,053.92	A2 / A A	2.75 2.47
61690U7W4	Morgan Stanley Bank NA Callable Note Cont 9/30/2026 5.882% Due 10/30/2026	335,000.00	10/30/2023 5.88%	335,000.00 335,000.00	102.82 4.77%	344,455.71 3,284.12	0.15% 9,455.71	Aa3 / A+ AA-	2.83 2.50
438516BL9	Honeywell Intl Callable Note 08/01/2026 2.500% Due 11/01/2026	750,000.00	05/10/2023 3.96%	714,847.50 721,329.52	95.26 4.29%	714,427.50 3,125.00	0.32% (6,902.02)	A2 / A A	2.84 2.68
713448FW3	Pepsico Inc. Callable Note Cont 10/10/2026 5.125% Due 11/10/2026	275,000.00	11/08/2023 5.13%	274,925.75 274,929.27	102.11 4.30%	280,812.68 1,996.61	0.12% 5,883.41	A1 / A+ NR	2.86 2.55
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4.000% Due 05/10/2027	600,000.00	09/12/2022 4.08%	597,906.00 598,490.20	98.65 4.44%	591,880.80 3,400.00	0.26% (6,609.40)	A2 / A+ A+	3.36 3.09
TOTAL Corporate		18,010,000.00	2.52%	17,988,624.85 17,904,884.09	5.12%	17,694,235.37 99,143.26	7.83% (210,648.72)	A1 / A+ A+	1.29 1.19
Equity Mutual Fund									
90PARS\$00	City of Pittsburgh PARS 115 Trust	3,017,950.46	Various 0.00%	3,017,950.46 3,017,950.46	1.03 0.00%	3,098,236.95 0.00	1.36% 80,286.49	NR / NR NR	0.00 0.00
TOTAL Equity Mutual Fund		3,017,950.46	0.00%	3,017,950.46 3,017,950.46	0.00%	3,098,236.95 0.00	1.36% 80,286.49	NR / NR NR	0.00 0.00

Holdings Report

As of December 31, 2023

City of Pittsburgh Managed/Reporting Consolidated - Account #10639

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
Investment Pool									
90PITT\$01	City of Pittsburgh Investment Pools	40,919,072.41	Various 0.00%	40,919,072.41 40,919,072.41	0.99 0.00%	40,654,863.33 0.00	17.88% (264,209.08)	NR / NR NR	0.00 0.00
TOTAL Investment Pool		40,919,072.41	0.00%	40,919,072.41	0.00%	40,654,863.33 0.00	17.88% (264,209.08)	NR / NR NR	0.00 0.00
Money Market Fund									
94975H254	Wells Fargo Money Market Fund #743	458,697.55	Various 4.92%	458,697.55 458,697.55	1.00 4.92%	458,697.55 0.00	0.20% 0.00	Aaa / AAA NR	0.00 0.00
94975H254	Wells Fargo Money Market Fund #743	2,038,828.02	Various 4.92%	2,038,828.02 2,038,828.02	1.00 4.92%	2,038,828.02 0.00	0.90% 0.00	Aaa / AAA NR	0.00 0.00
TOTAL Money Market Fund		2,497,525.57	4.92%	2,497,525.57	4.92%	2,497,525.57 0.00	1.10% 0.00	Aaa / AAA NR	0.00 0.00
Negotiable CD									
96130ASC3	Westpac Banking Corp NY Yankee CD 5.380% Due 02/16/2024	2,000,000.00	02/22/2023 5.44%	1,998,772.63 1,999,842.73	99.98 5.31%	1,999,522.00 95,345.56	0.92% (320.73)	P-1 / A-1+ F-1	0.13 0.13
21684XH82	Cooperative Rabobank UA Yankee CD 5.900% Due 09/06/2024	2,000,000.00	09/07/2023 5.90%	1,999,981.55 1,999,987.38	100.43 5.16%	2,008,630.00 38,022.22	0.90% 8,642.62	P-1 / A-1 F-1+	0.68 0.67
89115BL57	Toronto Dominion Bank Yankee CD 5.650% Due 11/20/2024	1,500,000.00	11/20/2023 5.65%	1,500,000.00 1,500,000.00	100.36 5.20%	1,505,373.00 9,652.08	0.67% 5,373.00	P-1 / A-1+ F-1+	0.89 0.87
TOTAL Negotiable CD		5,500,000.00	5.66%	5,498,754.18 5,499,830.11	5.23%	5,513,525.00 143,019.86	2.49% 13,694.89	Aaa / AAA AAA	0.53 0.52
Supranational									
459058GQ0	Intl. Bank Recon & Development Note 2.500% Due 03/19/2024	750,000.00	01/26/2021 0.26%	802,455.00 753,570.24	99.38 5.34%	745,383.75 5,312.50	0.33% (8,186.49)	Aaa / AAA AAA	0.22 0.21
4581X0DZ8	Inter-American Dev Bank Note 0.500% Due 09/23/2024	895,000.00	09/15/2021 0.52%	894,337.70 894,839.26	96.79 5.05%	866,245.44 1,218.19	0.38% (28,593.82)	Aaa / AAA NR	0.73 0.71
4581X0EK0	Inter-American Dev Bank Note 4.500% Due 05/15/2026	750,000.00	06/27/2023 4.53%	749,422.50 749,521.52	100.62 4.22%	754,674.00 4,312.50	0.33% 5,152.48	Aaa / AAA AAA	2.37 2.22
45950KDF4	International Finance Corp Note 4.375% Due 01/15/2027	710,000.00	11/29/2023 4.49%	707,685.40 707,738.38	100.78 4.10%	715,504.63 2,157.12	0.32% 7,766.25	Aaa / AAA NR	3.04 2.81
TOTAL Supranational		3,105,000.00	2.33%	3,153,900.60 3,105,669.40	4.70%	3,081,807.82 13,000.31	1.36% (23,861.58)	Aaa / AAA AAA	1.55 1.45

Holdings Report

As of December 31, 2023

City of Pittsburgh Managed/Reporting Consolidated - Account #10639

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US Treasury									
912797JA6	US Treasury Bill 5.268% Due 01/23/2024	800,000.00	11/29/2023 5.38%	793,679.00 797,424.78	99.68 5.38%	797,424.78 0.00	0.35% 0.00	P-1 / A-1+ F-1+	0.06 0.06
912797JA6	US Treasury Bill 5.262% Due 01/23/2024	2,000,000.00	12/27/2023 5.36%	1,992,399.33 1,993,568.66	99.68 5.36%	1,993,568.66 0.00	0.88% 0.00	P-1 / A-1+ F-1+	0.06 0.06
912797GN1	US Treasury Bill 5.276% Due 02/15/2024	2,000,000.00	08/15/2023 5.50%	1,946,653.78 1,986,810.00	99.34 5.50%	1,986,810.00 0.00	0.87% 0.00	P-1 / A-1+ F-1+	0.13 0.12
912796Z28	US Treasury Bill 5.338% Due 02/22/2024	1,000,000.00	08/25/2023 5.56%	973,609.03 992,290.28	99.23 5.56%	992,290.28 0.00	0.44% 0.00	P-1 / A-1+ F-1+	0.15 0.14
912797GQ4	US Treasury Bill 5.298% Due 03/07/2024	2,000,000.00	09/07/2023 5.52%	1,946,725.67 1,980,574.00	99.03 5.52%	1,980,574.00 0.00	0.87% 0.00	P-1 / A-1+ F-1+	0.18 0.18
912797GZ4	US Treasury Bill 5.330% Due 04/04/2024	1,300,000.00	10/05/2023 5.55%	1,265,162.53 1,281,907.61	98.61 5.55%	1,281,907.61 0.00	0.56% 0.00	P-1 / A-1+ F-1+	0.26 0.25
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	1,000,000.00	04/14/2021 0.36%	1,000,351.56 1,000,033.68	98.63 5.19%	986,250.00 799.18	0.43% (13,783.68)	Aaa / AA+ AA+	0.29 0.29
912797HG5	US Treasury Bill 5.313% Due 04/25/2024	1,400,000.00	10/30/2023 5.53%	1,363,432.29 1,376,241.32	98.30 5.53%	1,376,241.32 0.00	0.61% 0.00	P-1 / A-1+ F-1+	0.32 0.31
91282CCC3	US Treasury Note 0.250% Due 05/15/2024	650,000.00	05/12/2021 0.36%	647,968.75 649,749.34	98.20 5.15%	638,320.15 209.82	0.28% (11,429.19)	Aaa / AA+ AA+	0.37 0.37
912828WJ5	US Treasury Note 2.500% Due 05/15/2024	1,400,000.00	08/30/2023 5.45%	1,371,726.56 1,385,205.76	99.02 5.15%	1,386,327.60 4,519.23	0.61% 1,121.84	Aaa / AA+ AA+	0.37 0.37
91282CCG4	US Treasury Note 0.250% Due 06/15/2024	1,000,000.00	06/28/2021 0.46%	993,750.00 999,041.13	97.82 5.15%	978,164.00 116.12	0.43% (20,877.13)	Aaa / AA+ AA+	0.46 0.45
91282CEX5	US Treasury Note 3.000% Due 06/30/2024	1,500,000.00	10/19/2023 5.53%	1,474,394.53 1,481,753.58	98.95 5.15%	1,484,296.50 123.63	0.65% 2,542.92	Aaa / AA+ AA+	0.50 0.49
91282CCL3	US Treasury Note 0.375% Due 07/15/2024	1,000,000.00	08/05/2021 0.37%	1,000,273.44 1,000,049.90	97.52 5.08%	975,234.00 1,732.34	0.43% (24,815.90)	Aaa / AA+ AA+	0.54 0.53
91282CFA4	US Treasury Note 3.000% Due 07/31/2024	3,000,000.00	Various 5.47%	2,945,468.75 2,958,309.26	98.82 5.07%	2,964,609.00 37,663.05	1.32% 6,299.74	Aaa / AA+ AA+	0.58 0.56
912797GK7	US Treasury Bill 5.072% Due 08/08/2024	2,000,000.00	08/15/2023 5.35%	1,899,113.61 1,938,002.78	96.90 5.35%	1,938,002.78 0.00	0.85% 0.00	P-1 / A-1+ F-1+	0.61 0.59
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	1,000,000.00	09/10/2021 0.42%	998,632.81 999,709.14	97.13 5.09%	971,328.00 1,416.44	0.43% (28,381.14)	Aaa / AA+ AA+	0.62 0.61
912797GW1	US Treasury Bill 5.178% Due 10/03/2024	1,500,000.00	10/19/2023 5.46%	1,424,710.52 1,440,458.75	96.03 5.46%	1,440,458.75 0.00	0.63% 0.00	P-1 / A-1+ F-1+	0.76 0.74

Holdings Report

As of December 31, 2023

City of Pittsburgh Managed/Reporting Consolidated - Account #10639

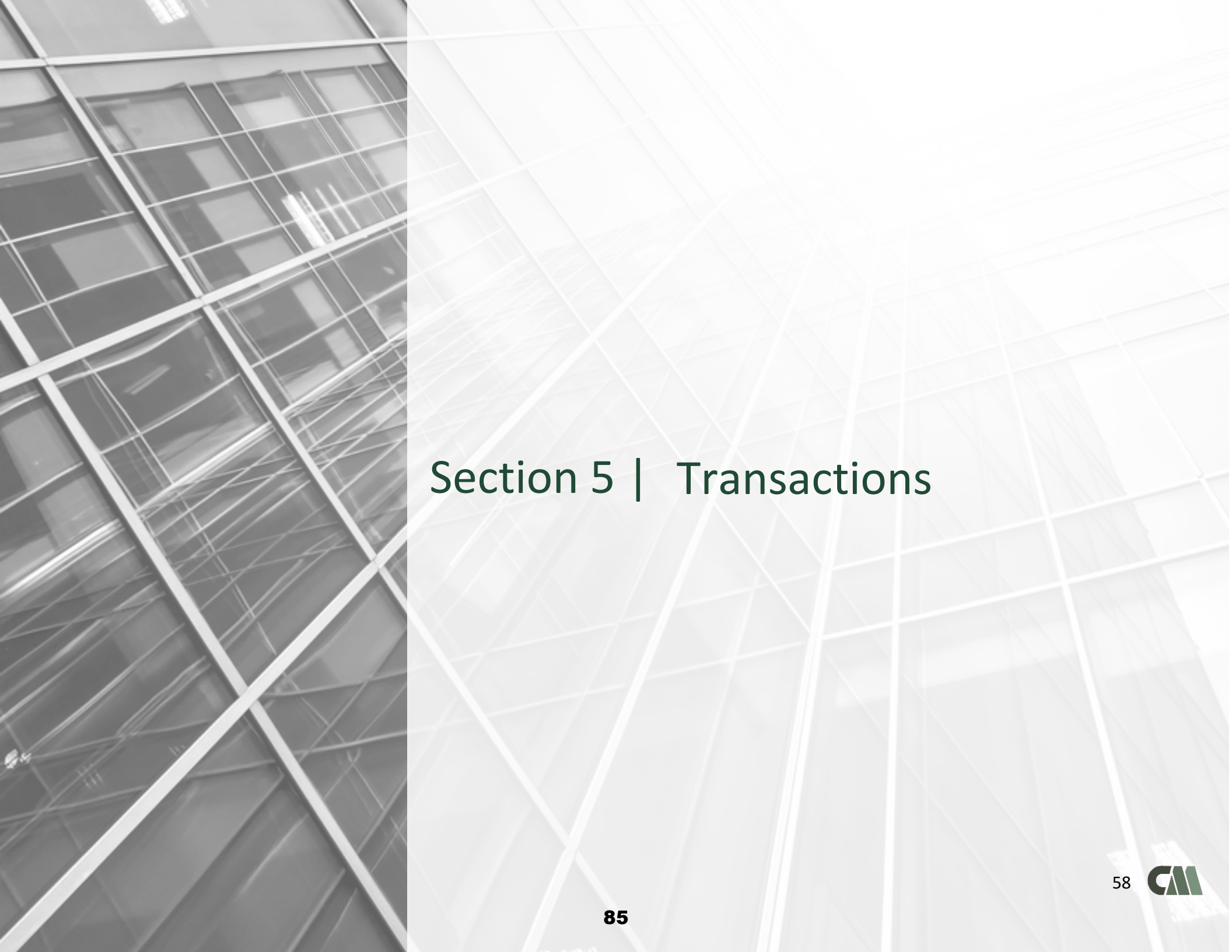
CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
91282CDB4	US Treasury Note 0.625% Due 10/15/2024	1,000,000.00	12/02/2021 0.86%	993,281.25 998,151.86	96.72 4.91%	967,188.00 1,331.97	0.43% (30,963.86)	Aaa / AA+ AA+	0.79 0.77
91282CDH1	US Treasury Note 0.750% Due 11/15/2024	1,000,000.00	11/10/2021 0.80%	998,554.69 999,579.33	96.50 4.89%	965,039.00 968.41	0.42% (34,540.33)	Aaa / AA+ AA+	0.88 0.85
91282CDN8	US Treasury Note 1.000% Due 12/15/2024	1,100,000.00	12/29/2021 0.99%	1,100,472.66 1,100,152.60	96.43 4.86%	1,060,769.60 510.93	0.47% (39,383.00)	Aaa / AA+ AA+	0.96 0.93
912828ZC7	US Treasury Note 1.125% Due 02/28/2025	1,000,000.00	02/03/2022 1.42%	991,054.69 996,613.56	96.05 4.65%	960,508.00 3,801.51	0.42% (36,105.56)	Aaa / AA+ AA+	1.16 1.13
912828ZF0	US Treasury Note 0.500% Due 03/31/2025	750,000.00	03/03/2021 0.54%	748,886.72 749,659.58	95.08 4.60%	713,115.00 952.87	0.31% (36,544.58)	Aaa / AA+ AA+	1.25 1.22
912828ZL7	US Treasury Note 0.375% Due 04/30/2025	500,000.00	01/13/2021 0.39%	499,609.38 499,879.10	94.63 4.57%	473,164.00 319.37	0.21% (26,715.10)	Aaa / AA+ AA+	1.33 1.30
912828ZT0	US Treasury Note 0.250% Due 05/31/2025	1,250,000.00	10/06/2021 0.72%	1,228,759.77 1,241,771.80	94.18 4.55%	1,177,197.50 273.22	0.52% (64,574.30)	Aaa / AA+ AA+	1.42 1.38
9128285C0	US Treasury Note 3.000% Due 09/30/2025	750,000.00	04/29/2022 2.90%	752,314.45 751,184.14	97.70 4.38%	732,714.75 5,717.21	0.32% (18,469.39)	Aaa / AA+ AA+	1.75 1.67
9128285J5	US Treasury Note 3.000% Due 10/31/2025	1,000,000.00	06/02/2022 2.87%	1,004,023.44 1,002,160.26	97.67 4.33%	976,719.00 5,109.89	0.43% (25,441.26)	Aaa / AA+ AA+	1.84 1.75
912828M56	US Treasury Note 2.250% Due 11/15/2025	1,000,000.00	08/25/2022 3.37%	966,093.75 980,295.77	96.31 4.32%	963,125.00 2,905.22	0.42% (17,170.77)	Aaa / AA+ AA+	1.88 1.80
9128285T3	US Treasury Note 2.625% Due 12/31/2025	1,000,000.00	08/25/2022 3.34%	977,421.88 986,523.28	96.91 4.25%	969,063.00 72.12	0.43% (17,460.28)	Aaa / AA+ AA+	2.00 1.92
9128286L9	US Treasury Note 2.250% Due 03/31/2026	1,000,000.00	08/29/2022 3.40%	961,640.63 975,970.45	95.93 4.16%	959,297.00 5,717.21	0.42% (16,673.45)	Aaa / AA+ AA+	2.25 2.15
912828U24	US Treasury Note 2.000% Due 11/15/2026	1,500,000.00	05/09/2023 3.65%	1,418,964.84 1,433,847.56	94.54 4.03%	1,418,086.50 3,873.63	0.63% (15,761.06)	Aaa / AA+ AA+	2.88 2.74
912828V98	US Treasury Note 2.250% Due 02/15/2027	1,000,000.00	11/29/2022 4.06%	930,585.94 948,503.61	94.93 3.99%	949,297.00 8,498.64	0.42% 793.39	Aaa / AA+ AA+	3.13 2.95
91282CEF4	US Treasury Note 2.500% Due 03/31/2027	1,100,000.00	11/03/2022 4.47%	1,014,148.44 1,036,732.53	95.57 3.96%	1,051,316.20 6,987.70	0.47% 14,583.67	Aaa / AA+ AA+	3.25 3.06
91282CEW7	US Treasury Note 3.250% Due 06/30/2027	1,250,000.00	11/03/2022 4.44%	1,187,792.97 1,203,280.65	97.72 3.95%	1,221,533.75 111.61	0.54% 18,253.10	Aaa / AA+ AA+	3.50 3.27
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	800,000.00	01/30/2023 3.72%	779,968.75 783,970.21	97.19 3.96%	777,500.00 8,447.80	0.35% (6,470.21)	Aaa / AA+ AA+	3.67 3.39

Holdings Report

As of December 31, 2023

City of Pittsburgh Managed/Reporting Consolidated - Account #10639

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
9128283F5	US Treasury Note 2.250% Due 11/15/2027	1,500,000.00	05/16/2023 3.59%	1,417,031.25 1,428,595.37	94.02 3.93%	1,410,351.00 4,357.83	0.62% (18,244.37)	Aaa / AA+ AA+	3.88 3.64
TOTAL US Treasury		43,050,000.00	3.70%	42,008,657.66 42,378,001.63	4.89%	41,917,791.73 106,536.95	18.48% (460,209.90)	Aaa / AAA AAA	1.15 1.09
TOTAL PORTFOLIO		228,784,325.12	1.61%	227,435,455.27 227,753,713.95	2.13%	226,852,715.74 509,295.21	100.00% (900,998.21)	Aa1 / AA+ AA+	0.68 0.60
TOTAL MARKET VALUE PLUS ACCRUALS						227,362,010.95			



Section 5 | Transactions

Transaction Ledger

As of December 31, 2023

City of Pittsburgh - Account #10607

September 30, 2023 through December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/16/2023	3133EPWK7	1,250,000.00	FFCB Note 4.5% Due: 09/22/2028	99.073	4.71%	1,238,412.50	3,750.00	1,242,162.50	0.00
Purchase	11/01/2023	61690U7W4	335,000.00	Morgan Stanley Bank NA Callable Note Cont 9/30/2026 5.882% Due: 10/30/2026	100.000	5.88%	335,000.00	0.00	335,000.00	0.00
Purchase	11/08/2023	438123AC5	235,000.00	Honda Auto Receivables OT 2023-4 A3 5.67% Due: 06/21/2028	99.982	5.74%	234,958.62	0.00	234,958.62	0.00
Purchase	11/10/2023	3133EPZY4	1,000,000.00	FFCB Note 5% Due: 07/30/2026	100.374	4.85%	1,003,740.00	1,388.89	1,005,128.89	0.00
Purchase	11/10/2023	713448FW3	275,000.00	Pepsico Inc. Callable Note Cont 10/10/2026 5.125% Due: 11/10/2026	99.973	5.13%	274,925.75	0.00	274,925.75	0.00
Purchase	11/14/2023	89239FAD4	195,000.00	Toyota Auto Receivables Owner 2023-D A3 5.54% Due: 08/15/2028	99.989	5.61%	194,978.98	0.00	194,978.98	0.00
Purchase	12/01/2023	3130AXU63	1,000,000.00	Federal Home Loan Banks Note 4.625% Due: 11/17/2026	100.253	4.53%	1,002,530.00	1,798.61	1,004,328.61	0.00
Purchase	12/04/2023	437076CV2	500,000.00	Home Depot Callable Note Cont 8/30/2026 4.95% Due: 09/30/2026	100.228	4.87%	501,140.00	0.00	501,140.00	0.00
Purchase	12/06/2023	45950KDF4	710,000.00	International Finance Corp Note 4.375% Due: 01/15/2027	99.674	4.49%	707,685.40	0.00	707,685.40	0.00
Purchase	12/07/2023	3133EPVP7	1,000,000.00	FFCB Note 4.75% Due: 07/08/2026	100.642	4.48%	1,006,424.00	11,743.06	1,018,167.06	0.00
Purchase	12/28/2023	912797JA6	2,000,000.00	US Treasury Bill 5.262% Due: 01/23/2024	99.620	5.36%	1,992,399.33	0.00	1,992,399.33	0.00
Subtotal			8,500,000.00				8,492,194.58	18,680.56	8,510,875.14	0.00
TOTAL ACQUISITIONS			8,500,000.00				8,492,194.58	18,680.56	8,510,875.14	0.00
DISPOSITIONS										
Maturity	10/16/2023	3137EAey1	885,000.00	FHLMC Note 0.125% Due: 10/16/2023	100.000		885,000.00	0.00	885,000.00	0.00

Transaction Ledger

As of December 31, 2023

City of Pittsburgh - Account #10607

September 30, 2023 through December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Maturity	10/31/2023	912828T91	700,000.00	US Treasury Note 1.625% Due: 10/31/2023	100.000		700,000.00	0.00	700,000.00	0.00
Maturity	11/06/2023	3137EAEZ8	1,155,000.00	FHLMC Note 0.25% Due: 11/06/2023	100.000		1,155,000.00	0.00	1,155,000.00	0.00
Maturity	11/24/2023	459058JM6	925,000.00	Intl. Bank Recon & Development Note 0.25% Due: 11/24/2023	100.000		925,000.00	0.00	925,000.00	0.00
Maturity	11/27/2023	3135G06H1	1,020,000.00	FNMA Note 0.25% Due: 11/27/2023	100.000		1,020,000.00	0.00	1,020,000.00	0.00
Maturity	12/04/2023	3137EAFA2	825,000.00	FHLMC Note 0.25% Due: 12/04/2023	100.000		825,000.00	0.00	825,000.00	0.00
Maturity	12/08/2023	3130A3VC5	1,000,000.00	FHLB Note 2.25% Due: 12/08/2023	100.000		1,000,000.00	0.00	1,000,000.00	0.00
Maturity	12/15/2023	91282CBA8	1,000,000.00	US Treasury Note 0.125% Due: 12/15/2023	100.000		1,000,000.00	0.00	1,000,000.00	0.00
Subtotal			7,510,000.00				7,510,000.00	0.00	7,510,000.00	0.00
TOTAL DISPOSITIONS			7,510,000.00				7,510,000.00	0.00	7,510,000.00	0.00

Transaction Ledger

As of December 31, 2023

City of Pittsburgh Liquidity - Account #10617

September 30, 2023 through December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/02/2023	91282CFA4	1,000,000.00	US Treasury Note 3% Due: 07/31/2024	97.969	5.54%	979,687.50	5,135.87	984,823.37	0.00
Purchase	10/06/2023	912797GZ4	1,300,000.00	US Treasury Bill 5.33% Due: 04/04/2024	97.320	5.55%	1,265,162.53	0.00	1,265,162.53	0.00
Purchase	10/20/2023	912797GW1	1,500,000.00	US Treasury Bill 5.178% Due: 10/03/2024	94.981	5.46%	1,424,710.52	0.00	1,424,710.52	0.00
Purchase	10/20/2023	91282CEX5	1,500,000.00	US Treasury Note 3% Due: 06/30/2024	98.293	5.53%	1,474,394.53	13,695.65	1,488,090.18	0.00
Purchase	10/31/2023	912797HG5	1,400,000.00	US Treasury Bill 5.313% Due: 04/25/2024	97.388	5.53%	1,363,432.29	0.00	1,363,432.29	0.00
Purchase	11/10/2023	91282CFA4	2,000,000.00	US Treasury Note 3% Due: 07/31/2024	98.289	5.44%	1,965,781.25	16,630.43	1,982,411.68	0.00
Purchase	11/21/2023	89115BL57	1,500,000.00	Toronto Dominion Bank Yankee CD 5.65% Due: 11/20/2024	100.000	5.65%	1,500,000.00	0.00	1,500,000.00	0.00
Purchase	11/30/2023	912797JA6	800,000.00	US Treasury Bill 5.268% Due: 01/23/2024	99.210	5.38%	793,679.00	0.00	793,679.00	0.00
Subtotal			11,000,000.00				10,766,847.62	35,461.95	10,802,309.57	0.00
TOTAL ACQUISITIONS			11,000,000.00				10,766,847.62	35,461.95	10,802,309.57	0.00
DISPOSITIONS										
Maturity	10/02/2023	3133EMBS0	1,000,000.00	FFCB Note 0.2% Due: 10/02/2023	100.000		1,000,000.00	0.00	1,000,000.00	0.00
Maturity	10/10/2023	912797HA8	1,100,000.00	US Treasury Bill 5.185% Due: 10/10/2023	100.000		1,100,000.00	0.00	1,100,000.00	0.00
Maturity	10/12/2023	912797FA0	2,000,000.00	US Treasury Bill 4.97% Due: 10/12/2023	100.000		2,000,000.00	0.00	2,000,000.00	0.00
Maturity	10/26/2023	912797FC6	1,175,000.00	US Treasury Bill 4.8% Due: 10/26/2023	100.000		1,175,000.00	0.00	1,175,000.00	0.00

Transaction Ledger

As of December 31, 2023

City of Pittsburgh Liquidity - Account #10617

September 30, 2023 through December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
Maturity	11/09/2023	912797FJ1	2,000,000.00	US Treasury Bill 4.94% Due: 11/09/2023	100.000		2,000,000.00	0.00	2,000,000.00	0.00
Maturity	11/16/2023	912797FK8	2,200,000.00	US Treasury Bill 5.01% Due: 11/16/2023	100.000		2,200,000.00	0.00	2,200,000.00	0.00
Maturity	12/15/2023	91282CBA8	2,000,000.00	US Treasury Note 0.125% Due: 12/15/2023	100.000		2,000,000.00	0.00	2,000,000.00	0.00
Subtotal			11,475,000.00				11,475,000.00	0.00	11,475,000.00	0.00
TOTAL DISPOSITIONS			11,475,000.00				11,475,000.00	0.00	11,475,000.00	0.00

Important Disclosures

As of December 31, 2023

2023 Chandler Asset Management, Inc, An Independent Registered Investment Adviser.

Information contained herein is confidential. Prices are provided by ICE Data Services Inc ("IDS"), an independent pricing source. In the event IDS does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

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This report is provided for informational purposes only and should not be construed as a specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of publication, but may become outdated or superseded at any time without notice. Any opinions or views expressed are based on current market conditions and are subject to change. This report may contain forecasts and forward-looking statements which are inherently limited and should not be relied upon as indicator of future results. Past performance is not indicative of future results. This report is not intended to constitute an offer, solicitation, recommendation or advice regarding any securities or investment strategy and should not be regarded by recipients as a substitute for the exercise of their own judgment.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

ICE BofA 1-3 Yr US Treasury & Agency Index

The ICE BofA 1-3 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than three years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Execution of Second Amendment to Consultant Agreement for Project 8336-Americana Park Bypass Channel

MEETING DATE: February 20, 2024

EXECUTIVE SUMMARY

Project 8336-Americana Park Bypass Channel (the “Project”) requires a biologist to perform construction monitoring services to satisfy the environmental agency requirements. If approved, this resolution will authorize execution of the Second Amendment to the Consultant Services Agreement with SWAIM Biological Inc. for \$76,550 to include construction monitoring services.

FISCAL IMPACT

The Project is currently funded with a budget of \$1,276,678. The Second Amendment to the agreement will total \$76,550. The total of the Consultant Services Agreement between the City and SWAIM Biological Inc., including the Second Amendment, will be \$121,550. The additional costs will be provided from the existing Project budget. No additional funds will need to be allocated.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute the Second Amendment to the Consultant Services Agreement with SWAIM Biological Inc. in the amount of \$76,550 for a total amount of \$121,550.

BACKGROUND

The Second Amendment to the current contract with Swaim Biological Inc. will increase the scope of services to include construction monitoring. These services must be provided by the biological company retained for construction of the Project to remain in compliance with environmental agency requirements.

On October 25,2022, the Consultant Services Agreement with Swaim Biological Inc. for \$45,000 was executed.

On August 1, 2023, the First Amendment to the Consultant Services Agreement with Swaim Biological Inc. for additional services to the scope of work, was executed.

On February 2,2024, a proposal was submitted by Swaim Biological Inc. for construction monitoring services required for the Project completion.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The detention basin located in the Americana Park Subdivision has been prone to overflowing on North Parkside Drive during heavy rains. This has caused partial roadway closures and monitoring by the City's Public Works Department to mitigate the hazard during storms. The Project intends to address the flooding through the construction of a bypass channel across the PG&E transmission corridor. This channel will redirect stormwater to another channel capable of the increased water volume, preventing overflow in the detention basin and North Parkside Drive.

To ensure compliance with environmental regulations established by the California Department of Fish and Wildlife and United States Army Corp of Engineers, the Project requires construction monitoring services to be provided by the consultant retained for the initial construction. This requires an increased scope of services included within the Second Amendment.

ATTACHMENTS: Second Amendment to Consulting Services Agreement
 Resolution
 Project Budget Summary

Report Prepared By: Alex Ruiz, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of Second)
Amendment to Consultant Agreement)
for Project 8336-Americana Park)
Bypass Channel)

RESOLUTION NO. 24-

WHEREAS, Project 8336-Americana Park Bypass Channel (the "Project") is for constructing storm drainage improvements throughout the City; and

WHEREAS, staff has identified the frequent flooding of North Parkside Drive adjacent to Americana Park as a storm drainage problem to be remedied with the Project; and

WHEREAS, on October 25, 2022, a Consultant Services Agreement was issued to SWAIM Biological Inc. in the amount of \$45,000 for the completion of the regulatory permitting of the Project; and

WHEREAS, on August 1, 2023, the First Amendment to the Consultant Services Agreement with SWAIM Biological Inc. was issued to perform additional services to the scope of work within the existing contract; and

WHEREAS, the Project requires a biologist to perform construction monitoring services to satisfy the environmental agency requirements.

WHEREAS, this resolution will authorize the Second Amendment, in the amount of \$76,550, to the Consulting Services Agreement with Swaim Biological Inc. for the necessary construction monitoring services.

WHEREAS, the total of the Consultant Services Agreement between the City and SWAIM Biological Inc., including the Second Amendment, will be \$121,550, to be provided out of the existing project budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes execution of the Second Amendment to the Consultant Services Agreement with SWAIM Biological Inc. to conduct biological surveys and construction monitoring support for the Project.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 20th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Contract 2009-01, Americana Park Bypass Channel
Project 8336

Project Funding:

Tsfrs-In from 2006 Tax Exempt (5938)	\$89,127
Tsfr-In from 2006 Taxable (5940)	\$30,872
Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant	\$374,879
Infrastructure Repair and Replacement Fund (310)	\$580,000
Water Operations Fund (501)	\$100,000
HUTA (Fund 203)	\$101,800
Funding Total	\$1,276,678

Project Expenditures:

Design: (Code 2122)	Consultant Design	\$50,330
	Permitting (USACE, USDFW, HCP, etc.)	\$45,000
	Consultant Design Amendments 1-6	\$221,800
	Subtotal	\$317,130

Miscellaneous: (Code 1399)	Advertising	\$2,300
		\$9,600
	Subtotal	\$11,900

Construction: (Code 2281)	Construction	\$620,000
	Construction Contingency (10%)	\$62,000
	Construction Monitoring Fee	\$76,550
	East Contra Costa HCP Impact Fees	\$17,098
	Material Testing	\$9,283
	Subtotal	\$784,931

Staff Time: (Code 1101)	Staff Design	\$20,000
	Staff Construction Management	\$20,000
	Subtotal	\$40,000

Admin: (Code 2372)	Staff Design	\$20,000
	Staff Construction Management	\$20,000
	Subtotal	\$40,000

Expenditures from Previous Storm Drain Projects (Construction Total)	\$ 82,717
Expenditures Total	\$1,276,678

**SECOND AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG AND
SWAIM BIOLOGICAL, INC.**

This Second Amendment to the Principal Agreement made and entered into on October 25, 2022, hereafter referred to as Agreement, between Swaim Biological, Inc., a California corporation, therein referred to as Consultant, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 20th day of February 2024.

WHEREAS, the parties entered into the Agreement for biological assessments and support for Project 8336 Americana Park Bypass Channel; and

WHEREAS, the parties entered into a First Amendment that extended the term to December 25, 2024, and added services to the scope of work; and

WHEREAS, the parties desire to further add construction monitoring services and increase the compensation amount accordingly.

NOW, THEREFORE, Consultant and City do mutually agree as follows:

1. Compensation. Section 2 of the Agreement is hereby amended to read as follows: City hereby agrees to pay Consultant a sum not to exceed One Hundred Twenty-One Thousand Five Hundred Fifty Dollars (\$121,550), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant but is merely a limit of potential City expenditures under this Agreement.

2. Exhibit A Scope of Services. Exhibit A is hereby amended to include Attachment 1 of this Second Amendment.

3. Exhibit B Compensation Schedule. Exhibit B is hereby amended to include Attachment 2 of this Second Amendment.

4. Integration. This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

5. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall control in all respects.

6. Ambiguities. The parties have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be construed against either party.

7. Counterparts. This Second Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

8. Authority. The person signing this Second Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this Second Amendment on behalf of Consultant.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment on the day and year first hereinabove appearing.

CONSULTANT:

CITY:

SWAIM BIOLOGICAL, a California corporation

CITY OF PITTSBURG, a municipal corporation of the State of California

DocuSigned by:
By: Karen Swaim
9463A614770B467...
Karen Swaim, President

By: _____
Garrett Evans, City Manager

APPROVED AS TO FORM:

DocuSigned by:
By: Donna Mooney
16DDA4CD88BB41E...
Donna Mooney, City Attorney

ATTACHMENT 1

SCOPE OF SERVICES

This scope is based on requirements outlined in the environmental documents for the project, including compliance with applicable conservation measures of the East Contra Costa County Habitat Conservation Plan / Natural Community Conservation Plan (HCP / NCCP), the Initial Study / Mitigated Negative Declaration (IS / MND), the USFWS determinations from FEMA, the 401 Certification from the San Francisco Bay Regional Water Quality Control Board (RWQCB), the Streambed Alteration Agreement (SAA) from the California Department of Fish and Wildlife (CDFW), and the general conditions of the U.S. Army Corps of Engineers Regional General Permit 1.

These tasks include time to conduct preconstruction surveys for special status species and nesting birds and construction monitoring and compliance support implementation of the project based on the number of days requested by the City.

Consultant shall perform the following:

Task 9. Project Management

SBI shall coordinate with the City of Pittsburg and its consultants as needed to manage all tasks presented in this scope including meetings, site visits and field personnel performing surveys, preparation and submittal of deliverables, and coordination with the East Contra Costa County Habitat Conservancy and permitting agencies as requested by the City.

Task 10. Preconstruction Surveys

Prior to the initiation of construction for the project, preconstruction surveys will be conducted for special status species and nesting birds. A report summarizing preconstruction survey result will also be generated for compliance with the applicable permits. As conditions of all environmental documents associated with the project, the following surveys and timelines are required before commencement of project activities:

Bats

If the results of the bat tree roost habitat assessment and acoustic surveys indicate a low level of bat activity and bats are unlikely to be occupying trees scheduled for removal, then, within seven days of the start of work, a preconstruction survey will be conducted by a qualified biologist.

If the results of the bat tree roost habitat assessment and acoustic survey indicate that bats are present in the project area, and likely to be roosting in the area, up to two emergence surveys will be conducted to help determine the specific trees that bats are using for daytime roosts. These surveys will begin shortly before dusk and will continue until at least one hour after sunset.

These surveys will address requirements of Mitigation Measure BIO-1d in the IS / MND and Condition 2.11 in the SAA.

Burrowing Owl

SBI will conduct a preconstruction survey for burrowing owl as required by Mitigation Measure BIO-1c in the IS / MND. This will include compliance with CDFW protocols for a take avoidance survey which includes an initial habitat assessment at least 30 days prior to the start of project activities and a 24-hour survey immediately prior to the commencement of ground disturbing activities.

Nesting Birds

If construction is planned to occur between February 1 and August 31, SBI will conduct a nesting bird survey within 7 days prior to construction. The nesting bird survey will focus on detection of active nests, nests of fully protected wildlife species that have potential to occur within the project area, and nests of HCP / NCCP covered species. Additionally, SBI will conduct a nesting bird survey of trees planned for removal within 48 hours prior to removal activities. These surveys are required by conservation measures of the HCP / NCCP and Planning Survey Report and the SAA.

Western Pond Turtle

SBI will conduct a preconstruction survey for western pond turtle immediately prior to vegetation clearing and construction activities at the American Park detention basin and at the outfall transition to the tributary to Willow Creek, as stated in Mitigation Measure BIO-1a in the IS / MND.

Sensitive Vegetation

Prior to construction, all wetlands, streams, and riparian / woodland scrub including elderberry (*Sambucus* spp.) will be staked off by a qualified biologist, required by the HCP / NCCP and as a conclusion of the USFWS determination from FEMA for valley elderberry longhorn beetle avoidance.

Task 11. Construction Monitoring Support

SBI will provide construction monitoring and environmental compliance support, required by Condition 2.6 of the CDFW Streambed Alteration Agreement. It is estimated the project will take 115 days total to complete inside and outside of the environmental compliance area. Monitoring is required during initial ground disturbance, vegetation, and tree removal and when work occurs within sensitive habitats.

Full time monitoring is estimated at 12-hour days and includes 10 hours on site for monitoring and reporting and up to 2 hours for travel. Part time monitoring and/or

weekly spot checks are estimated at 6-hour days and includes 4 hours on site for monitoring and reporting and up to 2 hours for travel.

This task includes environmental training to construction personnel and the development of handout in accordance with Condition 2.6 of the SAA.

The City estimated the number of days for biological oversight monitoring. If additional monitoring is required to meet permit requirements due to contractor scheduling or project delays, an increase in scope will be required. If additional monitoring is required beyond the included days in the proposal, the City will be billed on a time and materials basis with prior approval from the project engineer.

Full time monitoring

A Designated biologist will be on-site for all initial ground disturbance, installation of ESA fencing, clearing, and grubbing and all vegetation/tree removal. This scope includes up to five (5) days for a Designated Biologist.

A qualified biologist will be on-site when work occurs in biologically sensitive areas, including the Americana Park detention basin and at the transition to the tributary to Willow Creek. This scope includes up to ten (10) days for a qualified biologist.

Part Time Monitoring / Weekly Spot Checks

When work is occurring outside of sensitive areas or when project activities do not require monitoring full days, part time monitoring and/or weekly site checks will be conducted to ensure project compliance. This scope includes up to thirty (30) days of part-time monitoring.

Reporting

SBI will produce monitoring reports for each day on-site. Reports will be compiled weekly and submitted to the City unless requested on a different reporting schedule.

ATTACHMENT 2

COMPENSATION SCHEDULE

City shall compensate Consultant for Scope of Services Attachment 1 as follows:

Task 9. Project Management

Principal Biologist	30 hours	\$165/hr
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Task 10. Preconstruction Surveys

Bat Specialist	12 hours	\$160/hr
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Biologist II	12 hours	\$115/hr
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Biologist III	32 hours	\$135/hr
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Principal Biologist	4 hours	\$165/hr
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Task 11. Construction Monitoring Support

Biologist III	222 hours	\$135/hr
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Principal Biologist	96 hours	\$165/hr
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Expenses

Travel	8000 miles	\$0.67/mile
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**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of City Council Resolution Adopting Caltrans Local Assistance Procedure Manual Chapter 10: Consultant Selection

MEETING DATE: February 20, 2024

EXECUTIVE SUMMARY

For all California Department of Transportation (Caltrans) state and federally funded projects, there are standards established when administering and procuring Architectural and Engineering (A&E) contracts. The Local Assistance and Procedures Manual (LAPM), Chapter 10: Consultant Selection presents policies and procedures to be utilized by local agencies to follow applicable laws and regulations. If adopted, this resolution will accept the Caltrans LAPM Chapter 10: Consultant Selection as part of consultant procurement practices.

FISCAL IMPACT

This item will have no fiscal impact.

RECOMMENDATION

Staff recommends that the City Council adopt and approve the LAPM, Chapter 10: Consultant selection dated January 2024, authorize the City Manager to approve amendments to the City's adopted A&E Services Administration and Procurement Policies in consultation with the Federal Highways Administration.

BACKGROUND

The provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 31.201-3).

Pursuant to 23 CFR 172.5 (b), local agencies shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of the design and related consultant services, reimbursed in whole or part in with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A).

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The City has a various number of A&E transportation projects that require design services with state and federal funding. Due to limited staffing and expertise, certain services including A&E are contracted out to qualified firms. In order for the City to be in compliance with Federal and State laws and regulations, Caltrans has developed the LAPM for local agencies to follow to maintain eligibility for Federal-Aid reimbursement. Adherence to these practices will assist in continued eligibility and reimbursement of federally funded projects.

ATTACHMENTS: Resolution
 Local Assistance Procedures Manual Chapter 10: Consultant Section

Report Prepared By: Khristin Labao, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Adopting Caltrans Local Assistance)
Procedure Manual Chapter 10:)
Consultant Selection)

RESOLUTION NO. 24-

WHEREAS, the City is responsible for constructing transportation projects that are federally and state funded; and

WHEREAS, to comply with the federal regulations and due to limited staffing and expertise, certain services including Architectural and Engineering (A&E) are contracted out to qualified firms; and

WHEREAS, the regulations set forth standards for procuring and administering A&E contracts; and

WHEREAS, the provisions of the Brooks Act (40 United States Code, Section 1104) requires local agencies to award federally funded engineering and design-related contracts, otherwise known as A&E contracts, on the basis of fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 31.201-3); and

WHEREAS, pursuant to 23 CFR 172.5 (b), local agencies shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of the design and related consultant services, reimbursed in whole or part in with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A); and

WHEREAS, the State of California Department of Transportation (Caltrans) has developed the Local Assistance Procedures Manual (LAPM), Chapter 10: Consultant Selection which sets forth policies and procedures to be utilized by local agencies in the procurement and management of A&E contracts on state and federal funded transportation projects to ensure compliance with applicable federal and state laws and regulations and to maintain eligibility for federal-aid reimbursement; and

WHEREAS, the City has developed additional policies to ensure avoidance of conflict of interest and for compliance with federal regulations on procurement and administration of A&E contracts; and

WHEREAS, staff recommends that the City Council adopt Caltrans LAPM Chapter 10 and the City's conflict of interest policies for compliance with federal regulations on the procurement and administration of A&E contracts; and

WHEREAS, staff recommends that the City Manager be authorized to approve future amendments to the City's adopted A&E Services Administration and Procurement Policies in consultation with the Federal Highways Administration.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pittsburgh hereby adopts and approves the LAPM, Chapter 10: Consultant Selection dated January 2024, authorizes the City Manager to approve amendments to the City's adopted A&E Services Administration and Procurement Policies in consultation with the Federal Highways Administration.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 20th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Chapter 10 Consultant Selection

Contents

10.1	FEDERALLY-FUNDED A&E CONTRACTS	vi
10.1.1	General	1
	Introduction	1
	Definition of an Architectural and Engineering Consultant	1
	Architectural and Engineering Consultants	1
	Non-A&E Consultants	2
	Selecting the Project	2
	Subcontracted Services	2
	Organizational and Consultant Conflicts of Interest	2
	Consultants Performing Work on Multiple Phases of Federal-aid Projects	3
10.1.2	Identifying & Defining a Need for Consultants	4
	Appointing the Contract Administrator	4
	Segmenting Consultant Work	5
	Specify Products to be Delivered	6
	Scope of Consultant Work	6
	Title VI Assurances	6
	Non-Discrimination Clause	7
	Disadvantaged Business Enterprise (DBE) Participation	7
	Determine Type of Contract	8
	Determining the Project Schedule	10
	Determine Method of Payment	11
	Cost-Plus-Fixed Fee	11
	Cost Per Unit of Work	11
	Specified Rates of Compensation	12
	Lump Sum	12
	Changes to Cost Proposal	12
10.1.3	A&E Consultant Audit and Review Process	13
	Applicable Standards	13
	Audit Guidance Available	14
	Allowable Costs	14
	Safe Harbor Rate	15
	Approval or Acceptance of Indirect Cost Rates	16
	Cognizant Letters of Approval	16
	Caltrans Acceptance of Indirect Cost Rate	16

Financial Review Performed Prior to Contract Execution.....	17
Local Public Agencies' Responsibilities.....	17
Consultants' Responsibilities (Both prime consultants and subconsultants)	18
Independent Office of Audits and Investigations' Responsibilities.....	19
Audits and Reviews to be Performed	19
Indirect Cost Rate Audits.....	19
CPA Workpaper Reviews.....	20
Contract Audits.....	20
Incurred Cost Audits.....	20
Audit Findings and Review Deficiencies.....	20
10.1.4 Consultant Selection Methods.....	23
One-Step RFP.....	23
One-Step RFQ	23
Two-Step (RFQ Followed by RFP).....	23
10.1.5 Consultant Selection Using the One-Step RFP Method.....	24
Appoint Consultant Selection Committee	24
Develop Technical Criteria for Evaluation of Proposals.....	24
Develop Schedule for Consultant Selection	25
Prepare RFP	25
Financial Management and Accounting System Requirements	26
Advertise for Consultants	26
Conduct Proposer's Conference or Answer Written Questions.....	26
Receive and Evaluate Technical Proposals	27
Develop Final Ranking and Notify Consultants of Results	27
Negotiate Contract with Top-Ranked Consultant	27
10.1.6 Consultant Selection Using the One-Step RFQ Method	29
Appoint Consultant Selection Committee	29
Develop Technical Criteria for Evaluation of Qualifications.....	29
Develop Schedule for Consultant Selection	30
Prepare RFQ.....	30
Financial Management and Accounting System Requirements	31
Advertise for Consultants	31
Issue/Publish RFQ	31
Receive/Evaluate Statements of Qualifications and Develop Shortlist.....	32
Notify Consultants of Shortlist	32
Interview Top-Ranked Consultants	32
Develop Final Ranking and Notify Consultants of Results	33
Conduct Scoping Meeting	33

Request Cost Proposal	33
Negotiate Contract with Top-Ranked Consultant	34
10.1.7 Consultant Selection Using the Two-Step RFQ/RFP Method	35
Combined RFQ and RFP	35
Categorize Work	36
Establish Minimum Qualifications.....	37
Issue RFQ	37
Set-Up Evaluation Process	38
Evaluate Qualifications and Add Firm to List.....	38
Maintain List	39
Issue RFP to Prequalified Consultants on List	39
Conduct Proposer's Conference or Answer Written Questions.....	39
Receive and Evaluate Technical Proposals	40
Develop Final Ranking and Notify Consultants of Results	40
Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant.....	40
10.1.8 Completing the Project.....	42
Develop the Final Contract.....	42
Review and Approval of Contracts	42
Execute Contract and Issue Notice to Proceed to Consultant.....	43
Administer the Contract.....	43
Substitution of Consultant Personnel and Subconsultants	44
Invoicing (or Progress Payments)	44
Contract Amendments.....	45
Performance Evaluation	46
Project Records.....	46
Retention Clauses	47
Review of Local Public Agency Actions.....	47
10.1.9 Miscellaneous Considerations.....	47
Agreements with Other Governmental Agencies	47
Small Purchase Contracts.....	48
Noncompetitive Negotiated Contracts (Sole-Source).....	48
Retaining a Consultant in a Management Support Role (CMSR).....	48
Construction Engineering Services	51
10.1.10 Program Management.....	52
10.1.11 References.....	53
10.2 STATE-ONLY FUNDED A&E CONTRACTS	55
10.2.1 General	55
10.2.2 Definition of A&E	55

10.2.3 Minimum Audit Requirements	56
A. Written Procedures	56
B. Conflict of Interest	56
C. Records	56
D. Full & Open Competition	56
E. Selection Basis	56
F. Publication	56
G. Solicitation	56
H. Cost Analysis	57
I. Negotiations	57
J. Audit and Review Process	57
K. A&E Consultant Contract Form	57
10.3 NON-A&E CONTRACTS	61
Scope	61
Determining Non-A&E	61
Example of Determining Non-A&E	61
Intelligent Transportation System (ITS) Projects	62
Non-Infrastructure Projects	62
Governing Regulations and Codes for Non-A&E	63
Procurement of Non-A&E Consultant Contracts	63
RFP Basic Requirements	63
Additional Requirements and Evaluation Criteria	64
Consultant's Proposal	64
Cost Proposal Worksheet	65
DBE Consideration	65
Administrative Requirements	65
Oral Presentations Optional	66
Cost-Effective / Public Interest Finding	66
Protest / Appeals / Reinstatement Procedures	66
10.4 A&E OVERSIGHT PROGRAM AND PROCESS REVIEW	67
General	67
Type of Reviews	67
A&E Consultant Contract Form Review	67
Review Findings and Deficiencies	68
10.5 SANCTIONS	69

Exhibits

[Exhibit 10-B: Suggested Consultant Evaluation Sheet](#)

[Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#)

[Exhibit 10-I: Notice to Proposers DBE Information](#)

[Exhibit 10-O1: Consultant Proposal DBE Commitment](#)

[Exhibit 10-O2: Consultant Contract DBE Commitment](#)

[Exhibit 10-Q: Disclosure of Lobbying Activities](#)

[Exhibit 10-R: A&E Boiler Plate Agreement Language](#)

[Exhibit 10-S: Consultant Performance Evaluation](#)

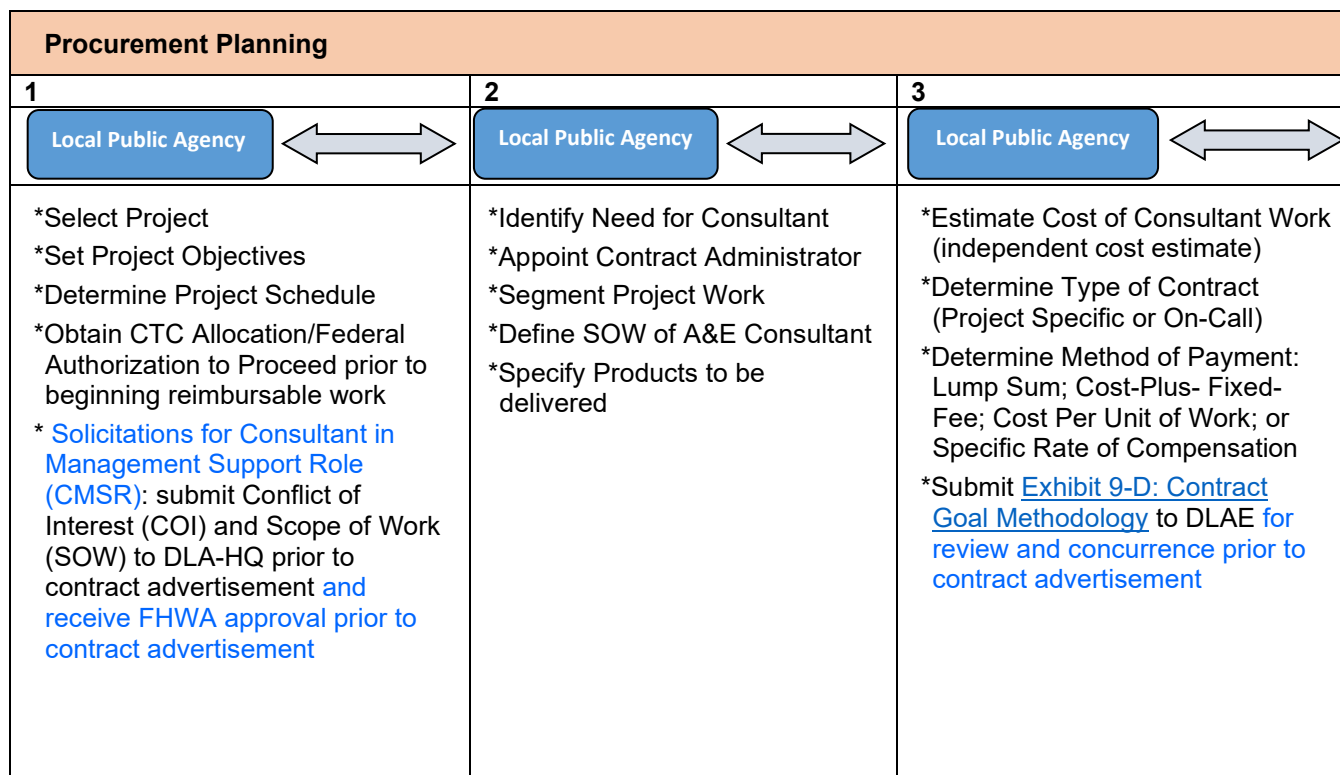
[Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#)

[Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#)

All LAPM Exhibits are located at:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

10.1 FEDERALLY-FUNDED A&E CONTRACTS



The Division of Local Assistance Acronyms List is available at:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/guide/dla-acronyms.pdf>

Figure 10-1: A&E Contract Procurement Process Workflow Diagram

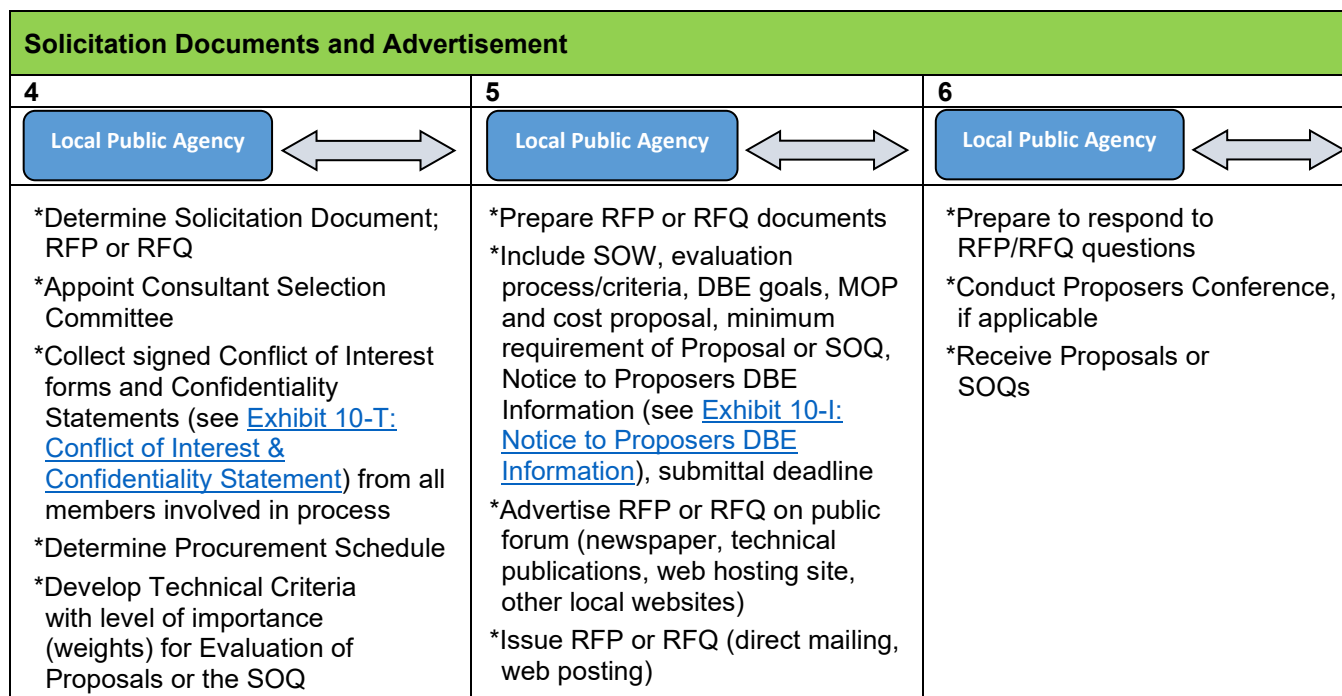


Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

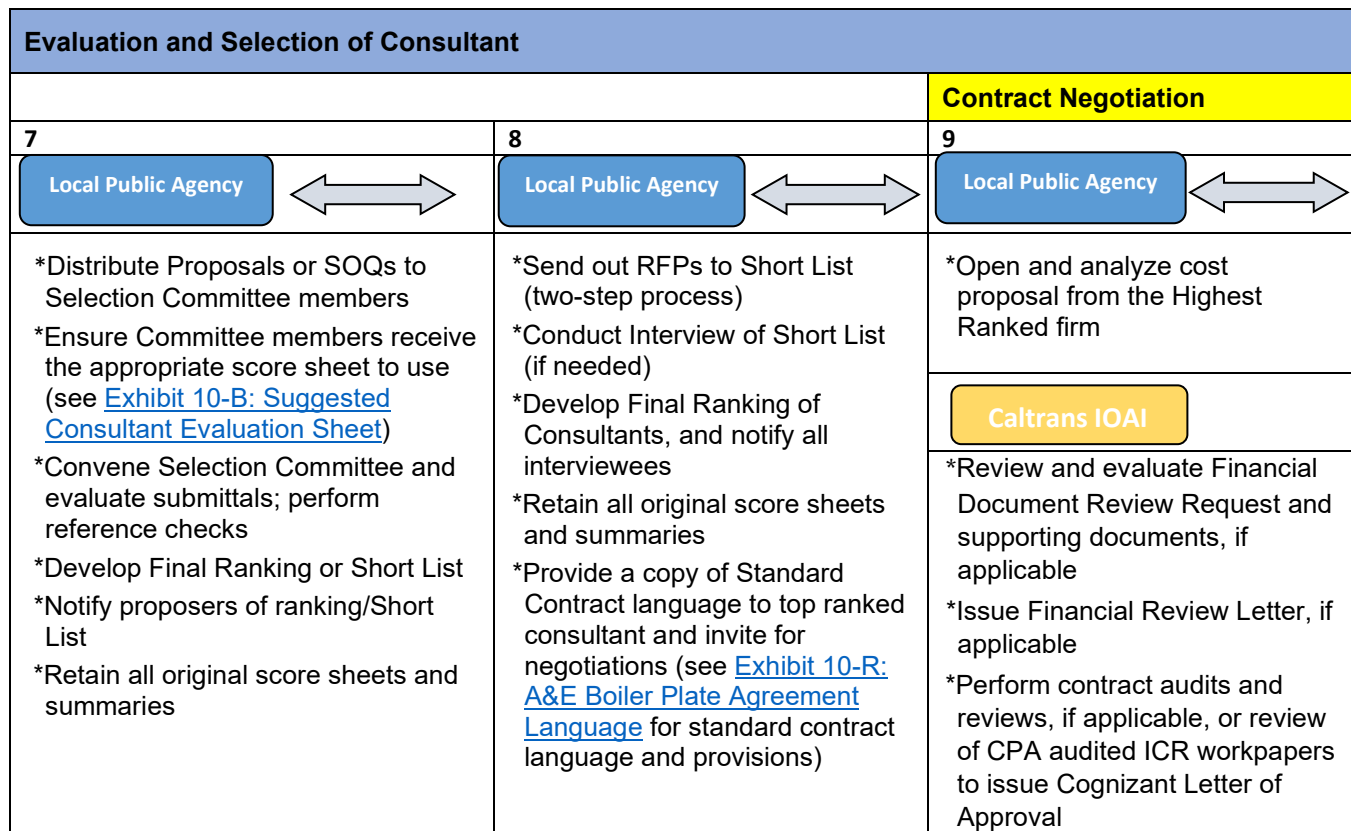


Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

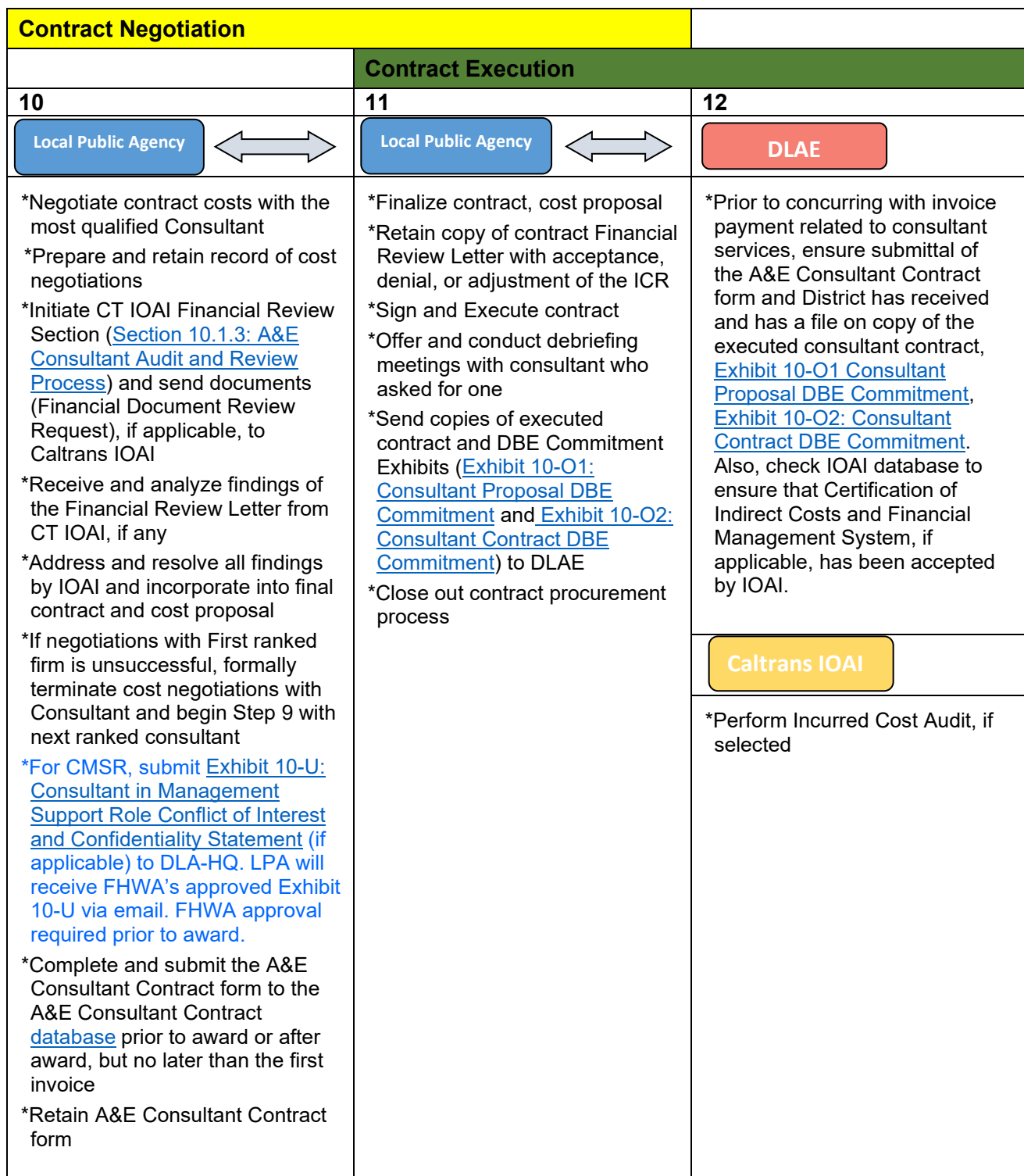


Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued

10.1.1 General

Introduction

A Local Public Agency (LPA) may engage consultants to perform architectural, engineering, and related services to develop a federal-aid funded project. LPAs requesting federal funds to reimburse Architectural and Engineering (A&E) Consultants must follow the selection and contracting procedures detailed in [Section 10.1: Federally-Funded A&E Contracts](#) of this chapter. LPAs using local funds to procure an A&E Consultant on a federal-aid funded project and will not seek federal reimbursement for the consultant cost may choose not to follow the selection and contracting procedures detailed in Section 10.1 of this chapter. LPAs using local funds to procure a Consultant in a Management Support Role (CMSR) are required to obtain FHWA approval (see [Section 10.1.9: Retaining a CMSR](#) of this chapter).

Definition of an Architectural and Engineering Consultant

23 CFR 172 and California Government Code 4525 defines A&E services as those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management.

Architectural and Engineering Consultants

The Brooks Act (40 U.S.C.1101-1104) requires LPAs to award federally-funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 CFR 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the LPA must be sealed and must not be included as a criterion for rating such consultants. After ranking, cost negotiations will begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the LPA does not consider fair and reasonable, negotiations must be formally terminated, and the LPA must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the LPA must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the LPA.

In selecting an A&E consultant, a detailed technical proposal or qualifications proposal, and a proposed contract will be required.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman, or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations (DIR) websites below:

Consultants will need to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

- DIR FAQ [website](#)
- DIR Wage Determination [website](#)

Non-A&E Consultants

Consultants other than A&E consultants may be selected using cost, cost and qualifications (best value), or other critical selection criteria. The procedures outlined in this chapter can be modified for selecting non-A&E consultants by adding a cost item to the contract proposal.

For more details on non-A&E consultants, see [Section 10.3: Non-A&E Contracts](#) of this chapter.

Selecting the Project

The LPA is responsible for selecting and initiating a federal-aid financed transportation project. The decision to begin project development is influenced by the project needs, its acceptability, the timing of studies, financing, and construction. The LPA must identify the project's objectives including the general level of improvement or service, operating standards, maximum cost, and the target date for project completion before commencing any consultant selection process.

Subcontracted Services

The consultant is responsible for performing the work required under the contract in a manner acceptable to the LPA. The consultant's organization and all associated consultants and subconsultants must be identified in the proposal. If the consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the LPA. The subcontract must contain all required provisions of the prime contract. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C.106(g)(4) and 2 CFR 200.331-333.

Organizational and Consultant Conflicts of Interest

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, LPAs must take all the steps necessary to prevent fraud, waste, and abuse. The LPA must develop and maintain a written code of conduct governing the performance of its employees (including the contract administrator) engaged in the award and administration of federal-aid highway funded contracts, including the prevention of conflicts of interest in accordance with 23 CFR 172.7(b)(4).

A conflict of interest occurs when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. Conflicts of interest may be direct or indirect (e.g., as result of a personal or business relationship). The appearance of a conflict of interest should be avoided as an apparent conflict may undermine public trust if not sufficiently mitigated.

Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) requires that:

- LPA must maintain a written code of standards of conduct for employees engaged in the award and administration of engineering and design service contracts;
- No contracting agency employee who participates in the procurement, management, or administration of federal-funded contracts or subcontracts must have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;

- No person or entity performing services for a contracting agency in connection with a federal-funded project must have, directly or indirectly, any financial or other personal interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;
- No person or entity performing services for a contracting agency in connection with a federal-aid highway funded project must have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents must neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to sub-agreements;
- LPA must promptly disclose in writing any potential conflict of interest to FHWA.

Consultants Performing Work on Multiple Phases of Federal-aid Projects

LPAs may choose to hire the same consultant firm to perform construction engineering and/or inspection services on the same project on which the firm also performed design services. This can cause project delivery efficiencies, as the design firm is well-suited to verify that the project is being constructed in accordance with the design and can resolve issues related to the design on behalf of the contracting agency. However, this may also pose a potential conflict of interest if the firm has a vested financial interest in failing to disclose deficiencies in its design work product and seeks to insulate itself from pecuniary liability in subsequent phases of the project, such as minimizing or ignoring design errors and omissions, rather than serving the best interests of the contracting agency and the public. Procuring a different firm from the design firm to provide the construction engineering and/or inspection services provides another level of review and reduces the risk of, or potential for, a conflict of interest.

Although federal regulations do not expressly prohibit the same firm from providing services on subsequent phases, the LPAs are responsible for ensuring the public interest is maintained throughout the life of a project and that a conflict of interest, real or apparent, does not occur or is sufficiently mitigated by appropriate public agency controls. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the contracting agency must establish appropriate compensating controls in policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services.

When design and construction phase services are procured under a single solicitation, the selection of the consulting firm must be based on the overall qualifications to provide both design and construction phase services, which require different skill sets, experience, and resources. Procuring these services under different solicitations may result in selection of a more qualified firm to perform services in each phase, as the most qualified firm to perform design phase services may not be the most qualified firm to provide construction phase services. Similarly, the qualifications and capacity of a firm may change over time. As such, it may not be appropriate to contract with a consulting firm to provide construction phase services at the outset of a design phase, knowing that these services may not be needed for an extended period until the preconstruction phase of the project is complete and construction funding authorized. The contract with a consulting firm providing design phase services on a project may not be amended to include construction phase services unless the desired construction phase services were included within the original advertised scope of services and evaluation criteria of the solicitation from which a qualifications-based selection was conducted. All consultants acting in a management support role must complete [Exhibit 10-U: Consultant in](#)

[Management Support Role Conflict of Interest and Confidentiality Statement](#) (see [Section 10.1.9: Miscellaneous Considerations](#) in this chapter) and retain it in the LPA files.

Miscellaneous Considerations Authorization to Proceed

The Federal Highway Administration (FHWA) must give the LPA an Authorization to Proceed (E-76) with the work prior to performing of any work for which federal reimbursement is to be requested, (see [LAPM Chapter 3: Project Authorization](#)). Eligible consultant contracts may be procured using local funds prior to receiving the E-76, but reimbursement is for work performed after the E-76 authorization date. If contract is procured using state or local funds, federal procedures must have been followed if seeking federal reimbursement. For state-funded projects see [Section 10.2: State-Only Funded A&E Contracts](#) and [LAPG Chapter 25: State Programs for Local Agency Projects](#), for guidance on when work may proceed.

Copies of the Authorization to Proceed and the consultant contract must be retained in the LPA project files for future audit.

10.1.2 Identifying & Defining a Need for Consultants

The need for a consultant is identified by comparing the project's schedule and objectives with the LPA's capabilities, its staff availability of the required expertise, and its funding resources. If the LPA does not have sufficient staff capabilities, it may solicit assistance from another agency, or use a qualified private consultant to perform the required work.

If the LPA determines that there is a need to solicit assistance from another LPA, or to use a consultant, the District Local Assistance Engineer (DLAE) should be notified if federal-aid funds are to be requested for the project segment to be contracted out.

Appointing the Contract Administrator

The Contract Administrator is responsible for ensuring the quality of consultant contract products or services. The Contract Administrator is appointed as soon as the need for consultant services is identified. The Contract Administrator is involved throughout the development of the selection process and the contract provisions, and in the administration of the consultant's work. The Contract Administrator must be a qualified LPA employee or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract. On federal-aid contracts, the Contract Administrator or staff members must be a full-time employee and familiar with the work to be contracted out and the standards to be used. The Contract Administrator must also abide by the laws, regulations and policies required as part of accepting federal or state funding for their project. Non-compliance with the laws, regulations, and policies may result in loss of project funding.

The Contract Administrator's duties are listed in 23 CFR 172.9(d)(1) and include:

- Contract negotiation, contract payment, and evaluation of compliance performance, and quality of services provided by the consultant;
- Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;

- Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and schedule milestones;
- Documenting contract monitoring activities and maintaining supporting contract records as specified in 2 CFR 200.332-334;
- Provides direction to ensure the proposed work is advertised properly;
- Prepares and distributes the Request for Qualifications (RFQ), description of work, and Request for Proposals (RFP), if used;
- Prepares the draft contract;
- Arranges for preparation before an independent estimate of the value of the work to be contracted out;
- Ensures that the selection procedures are followed;
- Analyzes the selected/best-qualified consultant's cost proposal;
- Ensures contract audit and review procedure is followed;
- Ensures that fee/profit negotiation is conducted and keeps records;
- Serves as the LPA's primary contact person for the successful consultant;
- Monitors the consultant's progress and provides direction;
- Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- Identifies other LPA staff for the consultant to contact, if needed;
- Closes out the contract at completion, by processing the final invoice; completing a mandatory consultant evaluation, and final DBE utilization reports ([Exhibit 17-F: Final Report - Utilization of Disadvantaged Business Enterprises \(DBE\) and First-Tier Subcontractors](#)) or [Exhibit 17-F1: Final Report - Utilization of Disadvantaged Business Enterprises \(DBE\) for A&E On-Call Contracts](#).

Segmenting Consultant Work

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. Combining preliminary engineering tasks with the preparation of the required environmental analysis is normally desirable. Preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is more than simply writing a report. Assessment and impact reports include preliminary engineering needed to analyze project alternatives and produce an engineering and planning assessment. Initial project studies include only as much traffic and engineering analysis of alternatives, as is needed to produce a sound EA or EIS (see [LAPM Chapter 6 Environmental Procedures](#) and [Standard Environmental Reference \(SER\) Chapter 31: Environmental Assessment \(EA\)/Finding of No Significant Impact \(FONSI\)](#) and [SER Chapter 32: Environmental Impact Statement \(EIS\)](#)). Final design must not begin until NEPA environmental approval has been received if federal reimbursement is desired.

Refer to Figure 10-2: Segmenting Consultant Work below, which illustrates several satisfactory ways to segment consultant activities.

	Well-structured Projects With Simple Right of Way Requirements	Well-structured Projects With Complex Right of Way Requirements	More Difficult Projects	Very Complex Projects
Preliminary Engineering				
Environmental Analysis				
Plans, Specifications & Estimates				
Right of Way Activities				
Utility Relocation				
Construction Engineering				

Figure 10-2: Segmenting Consultant Work

Specify Products to be Delivered

The Contract Administrator identifies the products and services to be delivered as a result of consultant contract work, and minimum qualification of consultant professionals and staff. These vary depending upon the type of projects and the phase of project development being addressed.

Scope of Consultant Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant is to provide. From a detailed scope of work, consultants respond to a project advertisement, determine personnel and time requirements, and develop a technical proposal. Therefore, the scope of work must be clear, concise, complete, and describe the deliverables, standards for design and other work, quality control measures, acceptance criteria and deadlines.

Title VI Assurances

Title VI Assurances Appendices A and E must be included in each consultant contract. Include Title VI Assurances Appendices B, C, and D if applicable. The consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract. Include Title VI Assurances Appendices B, C, and D if applicable. Refer to [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XXXII Title VI Assurances. Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

Non-Discrimination Clause

The Non-Discrimination Clause ([Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XVI Non-Discrimination Clause and Statement of Compliance) must be included in each consultant contract. The consultant must include the non-discrimination and compliance provisions of the Non-Discrimination Clause in all subcontracts to perform work under the contract.

Disadvantaged Business Enterprise (DBE) Participation

When administering federal-aid projects, federal regulations (49 CFR 26) require the LPA to comply with the DBE program and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to [LAPM Chapter 9: Civil Rights and Disadvantaged Business Enterprises](#) for DBE requirements for A&E Consultant Contracts.

Estimated Cost of Consultant Work

An independent estimate for cost or price analysis is needed for all consultant contracts (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable price. The estimate must be prepared prior to opening the cost proposal from the top-ranked consultant, so the LPA has a cost comparison to evaluate the reasonableness of the consultant's cost proposal. The estimate, which is specifically for the use of the LPA's negotiating team, is to be kept confidential and maintained for records.

A good cost estimate can be prepared only if the scope of work is defined clearly. The scope of work must include a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered.

It should be stressed that all work to be derived from the consultant services, such as preliminary design, environmental, or final design, must be clearly identified in the solicitation of consultant services (RFQ or RFP) and included in the cost estimate. The addition of work to the original scope by amendment should be avoided whenever possible. Contract modifications are required for any amendments to the terms of the existing contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed.

Some of the costs estimating techniques are:

Analogous Estimating:

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project.

Analogous cost estimating is generally less accurate, and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

Parametric Estimating:

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

Bottom-up Estimating:

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or rolled up to determine a total cost of

contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, subconsultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

For on-call (as-needed) contracts, the cost estimate/analysis should include at minimum, a historical analysis of annual needs for consultant work, professional labor cost and market analysis, and reasonable profit analysis.

Determine Type of Contract

Types of contracts to be used are described as follows:

- Project-specific contract is between the LPA and consultant for the performance of services and a defined scope of work related to a specific project or projects.
- Multi-phase contract is a project-specific contract where the defined scope of work is divided into phases which may be negotiated and executed individually as the project progresses.
- On-call contract is a contract that may be utilized for a number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period and maximum total contract dollar amount. On-call contracts are typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, and field surveying, etc. Many agencies use these contracts to address peaks in workload of in-house engineering staff and/or to perform a specialized service which the agency does not have. On-call contracts must specify a reasonable maximum length of contract, not to exceed five (5) years, and a maximum total contract dollar amount (23 CFR 172.7(a)(2)(iv)). The maximum dollar amount for all contracts awarded under the solicitation must be stated in the solicitation. The maximum dollar amount is the aggregate of the on-call contracts anticipated to be awarded. For example, if the solicitation lists that up to five (5) contracts may be awarded, the aggregate amount of these 5 contracts is the maximum contract dollar amount. Setting maximum amount on each on-call contract under a multiple on-call solicitation does not meet the intent of 23 CFR 172. How many contracts are anticipated to be awarded must be stated in the solicitation. How task orders will be issued must be stated in the solicitation.

There are two options on how task orders must be awarded under multiple on-call contracts for the same type of service under the same solicitation:

1. Through an additional qualifications-based selection procedure also known as mini-RFP.
 - Solicit task order to the multiple on-call consultants on the master on-call contracts
 - Master on-call contracts are contracts awarded to on-call consultants at the initial RFQ/RFP procurement process.

- Solicitation may be informal, e.g. email, letter, etc.; documentation is required.
- Evaluation criteria must be included in the solicitation. The mini-RFP contains evaluation criteria that matches the strengths of the qualified firms to the specifics of the known tasks, thereby selecting the most qualified firm for each task.
- The evaluation criteria can include:
 - i. availability of personnel,
 - ii. staff capabilities,
 - iii. DBE (10% or less of overall score); the overall DBE goal was established at the master on-call contract,
 - iv. completion of time,
 - v. experience of consultant
 - vi. specialized expertise, and past performance.
- Evaluate and rank proposals and select from the multiple on-call contracted consultants
 - Recommend at least three panel members to evaluate and rank
 - Evaluate based on criteria in mini-RFP solicitation
- Negotiate and award to the on-call contracted consultant
 - The mini-RFP or the task order will be negotiated with first ranked firm from each competition. Task order (mini-RFP) cost will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order.
- If only one proposal is received or there is an emergency, a Non-Competitive process must be justified, and [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented and signed by the DLAE
- Awarding task order to the multiple on-call consultants on a rotational basis does not meet the intent of the qualifications-based selection
- [Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#) must be used to track percentage of DBE after a task order is completed
- Each task order must have an [Exhibit 10-O1: Consultant Proposal DBE Commitment](#) and [Exhibit 10-O2: Consultant Contract DBE Commitment](#) as applicable

2. Regional basis where each on-call consultant is contracted to a designated area.

To maintain the intent of the Brooks Act (40 U.S.C.1101-1104) in promoting open competition and selection based on demonstrated competence and qualifications, on-call consultant contracts established through the RFQ process must meet the following requirements:

- Must define a general scope of work, complexity, and professional nature of services.

- Specify a task order procedure the LPA uses to procure project-specific work under the contract.
- Task order work performed after the master on-call contract has expired will result in those costs being ineligible for federal or state reimbursement.
- If multiple consultants are to be selected and multiple on-call contracts awarded through a single solicitation for specific services, the number of consultants that may be selected or contracts that may be awarded must be identified.
- Specify procurement procedures in the contracts the LPA will use to award/execute task orders among the consultants:
 - Either through an additional qualification-based selection process (see the Two-Step RFQ/RFP process later in this chapter), OR
 - On regional basis whereby the region is divided into areas identified in the solicitation, and consultants are selected to provide on-call services for assigned areas only. The RFP may list multiple regions that allow consultants to crossover or be a “backup” to other consultants that for specifically documented reasons are not able to perform the work in their assigned region. Per 23 CFR 172.9 (a)(3)(iv)(B)(2), the “backup” option needs to be listed in the respective contracts.

An example of acceptable contract wording in multiple on-call contracts for the same type of service:

- “Agency has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit “A”, including this Agreement (“CM Services Task Order Contracts”). The other CM Services Task Order Contracts are [identify other two contracts by agreement numbers and consultant firms]. The total amount payable by Agency for the CM Services Task Order Contracts must not exceed a cumulative maximum total value of Seven Million, Five Hundred Thousand Dollars (\$7,500,000) (“NTE Sum”). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the CM Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the CM Services Task Order Contracts, the Agency must send written notification to Consultant and each of the other consultants entering into the CM Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Agency must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.”

Determining the Project Schedule

The LPA develops a schedule for performance of work and completion of the project. The schedule must include sufficient time to allow for:

- Selecting the consultant;
- Developing the consultant contract;

- Completing the A&E consultant contract audit process;
- Conducting meetings and project reviews.

Determine Method of Payment

The method of payment of contract must be specified. The following four methods are permitted under 23 CFR 172.9(b) depending on the scope of services to be performed (sample cost proposals are provided on the DLA Consultant Selection and Procurement [website](#)):

- Cost-Plus-Fixed Fee
- Cost Per Unit of Work
- Specific Rates of Compensation
- Lump Sum

The method of payment to the consultant must be set forth in the original solicitation, contract, and in any contract modification thereto. A single contract may contain different payment methods as appropriate for compensation of different elements of work. Markups are not allowed on any of the four methods of payment.

The cost plus a percentage of cost and percentage of construction cost methods of payment must not be used. Both of these methods are explicitly prohibited by 23 CFR 172.9(b).

Cost-Plus-Fixed Fee

The consultant is reimbursed for costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee must take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract. See the DLA Consultant Selection and Procurement [website](#) for a useful tool on Profit/Fee Determination.

This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. The fixed fee limit applies to the total direct and indirect costs. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist. The contract must specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V, Option 1). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved by the LPA before they incur work on the contract, or the costs can be questioned or disallowed. LPAs are not required to update the A&E Consultant Contract form when new key employees and/or classification are added to a contract. For more details, reference [Section 10.1.8. Completing the Project](#).

Cost Per Unit of Work

The consultant is paid based on specific item of work performed. The item of work must be similar, repetitious, and measurable, such as a specific geotechnical investigation and material testing. This method of payment is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance, but the extent or quantity of the work is indefinite. Contract payment provisions must specify what is included in the price to be paid for

each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. The contract must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V Option 2).

Specified Rates of Compensation

The consultant is paid at an agreed and supported specific fixed hourly, daily, weekly, or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate. Other direct costs regardless of amount are to be listed on the cost proposal.

This method of payment should only be used when it is not possible at the time of procurement to estimate the extent or the duration of the work, or to estimate costs with any reasonable degree of accuracy. This method should not be used for project-specific contracts and is recommended for on-call contracts for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked, and it also requires management and monitoring of the consultant's level of effort and the classification of employees used to perform the contracted work. The contract must also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V Option 3).

Lump Sum

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. This method of payment is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article V: Option 4). Normally, a lump sum contract will be paid in full at end of the contract when completed. However, a lump sum contract can be negotiated with progress payment if feasible. The progress payment must be based on percent of work complete or completion of clearly defined milestones. The contract cost proposal must document the agreed-upon progress payment and include the necessary milestones costs, or the percent work complete schedule.

A firm fixed price method of payment is not the same as lump sum. A firm fixed price contract must not be amended.

Changes to Cost Proposal

Changes to the cost proposal requiring resubmittal to Independent Office of Audits and Investigations (IOAI) for review:

- Consultant/subconsultant name change
- New participating subconsultant's ICR
- Change in ICR rate

Since these changes require an amendment, the LPA is to update the A&E Consultant Contract form.

10.1.3 A&E Consultant Audit and Review Process

This section outlines the audit and review process for A&E contracts that at any time use state or federal-aid highway funds in furtherance of highway construction projects. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

Applicable Standards

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

LPAs, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. LPAs are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between LPAs and Caltrans, (i.e., Master Agreements);
- Project Program Supplemental Agreements;
- 23 U.S.C., Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
- 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4529.5 and 4529.10-4529.20; and
- Proposed contract terms and conditions.

See Section [10.1.11: References](#) of this chapter for links to above referenced standards.

Audit Guidance Available

The American Association of State Highway and Transportation Officials (AASHTO), Uniform Audit & Accounting Guide ([AASHTO Audit Guide](#)), which is referred to frequently in this section, is a valuable tool to guide LPAs, consultants, and Certified Public Accountants (CPA) through the requirements for establishing, and audits of FAR-compliant Indirect Cost Rates (ICR). The [AASHTO Audit Guide](#) is used extensively as an industry guide in the audit and review process.

LPAs may seek accounting assistance from internal audit staff and an independent CPA for compliance. The consultant may seek professional guidance in selecting its independent CPA. See also the [AASHTO Audit Guide](#), Chapter 2. Selection of CPA Firm as Overhead Auditor for guidance in the selection process. Training is also offered by FHWA's National Highway Institute (see <https://www.nhi.fhwa.dot.gov/home.aspx>). Courses offered include:

- Using the AASHTO Audit Guide for the Procurement and Administration of A&E Contracts (FHWA-NHI-231028)
- Using the AASHTO Audit Guide for the Development of A&E Consultant Indirect Cost Rates (FHWA- NHI-231029)
- Using the AASHTO Audit Guide for the Auditing and Oversight of A&E Consultant Indirect Cost Rates (FHWA-NHI-231030)

For training and additional information provided by Caltrans Local Assistance, visit the [Caltrans Local Assistance Blog](#). For FHWA's Q&A for ICRs and audits, and A&E related services, visit FHWA Consultant Services [website](#).

Allowable Costs

23 U.S.C.112(b)(2)(B) states that any A&E contract or subcontract awarded, whether funded in whole or in part with federal-aid highway funds in furtherance of highway construction projects, must be performed and audited in compliance with the Federal cost principles.

LPAs are required to perform a cost analysis to ensure all costs are allowable and in compliance with federal and state requirements and retain documentation of negotiation activities and resources. Hourly rate(s) for each key personnel and/or classification of employee(s) proposed in cost proposals must be reasonable for the work performed and actual, allowable, and allocable in accordance with the Federal cost principles. Costs must be allowable only if the cost is incurred and cost estimates included in negotiated prices are allowable in accordance with the federal and state regulations and procedures, and contract provisions.

LPAs are required to apply Caltrans-accepted consultant or subconsultant's ICRs, to contracts. An ICR is valid for the one-year applicable accounting period accepted or reviewed by Caltrans. Consultants must update, on an annual basis, ICRs in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles. For further guidance, refer to 23 CFR 172.11(b)(1). If the consultant is subject to Cost Accounting Standards (CAS), the consultant must use the applicable ICR for the contract.

A consultant's accepted ICR for its one-year applicable accounting period must be applied to contracts; however, once an ICR is established for a contract, it may be extended beyond the one-year applicable period, through the duration of the specific contract, provided all concerned parties agree. Agreement to the extension of the one-year applicable period must not be a condition or qualification to be considered for the work or contract award. The contract must clearly specify the ICR period if it is beyond the one-year applicable period.

Consultants must account for costs appropriately and maintain records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, and are allowable, reasonable, and allocable to the contract, and comply with Federal cost principles.

IOAI and representatives of the Federal Government have the right to conduct an audit of all contract costs. If the costs are subsequently determined to be unallowable, these costs are subject to repayment. For further guidance, refer to 23 CFR 172 and 48 CFR 31.

Generally, whenever LPAs, consultants, and/or contractors are unable to provide requested documentation, it must be viewed that the services were either not performed or the costs not properly recorded. Retention of all documents is required as it reduces the possibility of audit findings and **disallowed costs**. For more references, refer to Applicable Standards in this chapter.

Safe Harbor Rate

Developing ICRs annually can place a significant burden on some small or new and emerging A&E consulting firms that lack financial sophistication to develop an ICR, as well as on other established A&E consulting firms that may not have previous experience with federally-funded contracts for which an ICR would have been developed in compliance with Federal cost principles 48 CFR 31. This may create a barrier for otherwise eligible and qualified firms to compete for federally-funded contracts.

To help alleviate and remove potential barriers, the Division of Local Assistance (DLA) has adopted Caltrans Division of Procurement and Contract's (DPAC) Safe Harbor Rate (SHR) process and rates which took into account LPAs' data. The SHR information and rates can be found at the DLA Consultant Selection and Procurement website:

<https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/consultant-selection-procurement>. To request information regarding the SHR methodology, email the DLA A&E branch at aeoversight@dot.ca.gov. Eligible A&E consultant firms can choose to use the DLA SHR rate on new A&E contracts using federal-aid highway funds executed by LPAs in the State of California.

Use and application of the SHR by eligible firms provides reasonable assurance of consultant compliance with the Federal cost principles per 23 CFR 172.11(c)(2). A&E consulting firms approved to use the established SHR will have their accounting system evaluated for capabilities of accumulating and tracking direct labor for applying the SHR, as well as for billing other direct costs by contract, segregating indirect costs, etc.

Use of the SHR is voluntary on behalf of the A&E consulting firm and LPAs. LPAs have the discretion to determine certification of eligibility based on requirements shown on the following SHR certification form: [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#).

A&E consultant firms (prime consultants and/or sub consultants) that have not had an ICR previously accepted by a cognizant agency may elect and request to use the SHR in a contract by submitting the completed SHR certification form, [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#), including the Questionnaire for Evaluating Consultant Firm's Financial Management System section, and any other documents as needed. This requirement is in addition to the A&E Consultant Audit and Review Process requirements described in this chapter.

It is the LPA's responsibility to:

- Collect and screen all requests to use the safe harbor indirect cost rate. See SHR certification form, [Consultant Firm Certification of Eligibility and Certification of Financial Management System](#), including the Questionnaire for Evaluating Consultant Firm's Financial Management System section.
- Submit all SHR documents to the Independent Office of Audits & Investigations (IOAI) as part of the Financial Document Review Request package. The IOAI email address is: Conformance.Review@dot.ca.gov.

Requests to use the safe harbor indirect cost rate must be accepted/approved by IOAI **before** contracts are executed.

Approval or Acceptance of Indirect Cost Rates

Cognizant Letters of Approval

A cognizant approved ICR has been audited by a Cognizant agency (a State transportation agency of the State where the consultant's accounting and financial records are located or a State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred to in writing by the State transportation agency where the consultant's accounting and financial records are located) in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles (per 48 CFR 31), and the cognizant agency has either 1) issued an audit report of the consultant's indirect cost rate or 2) conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). The cognizant agency approves the ICR and a cognizant approval letter is issued.

Caltrans Acceptance of Indirect Cost Rate

When the ICRs have not been established by a cognizant agency, Caltrans must perform an audit or review of a consultant's and subconsultant's ICR(s) to provide reasonable assurance of compliance with Federal cost principles.

An audit or review of the ICR may consist of one or more of the following:

- Perform a review to determine if the ICR was prepared in accordance with 23 CFR 172 and 48 CFR 31;
- Perform an audit to determine if the ICR was prepared in accordance with 23 CFR 172 and 48 CFR 31; and issue an audit report;
- Review and accept an ICR audit report and related workpapers prepared by a CPA or another State Transportation Agency;

The outcome of an audit or review is for Caltrans to approve or accept the ICR so that it can be relied upon for future contracts with the consultant for a given one-year accounting period and for reliance by other contracting agencies using the same consultant. LPAs must ensure that only approved or accepted ICRs of consultants for the applicable one-year accounting period be applied to contracts, if rates are not under dispute. LPAs may check IOAI's website for consultant's approved or accepted ICRs. All approved or accepted ICRs are issued an Acceptance Identification (ID) number by IOAI that is posted to IOAI's [website](#). This ID number should be referenced on all future contracts that use the same fiscal year ICR. ICR can be fixed

for the life of the contract in prior written document or annually updated. Once it has been updated, it must be annually updated and the most current fiscal year of ICR must be used.

ICRs that have not been accepted by Caltrans will not be eligible for indirect cost payment. An ICR approved by a cognizant agency may be used across states for the one-year applicable accounting period, but an ICR accepted by Caltrans may **only** be applied to A&E contracts with Caltrans or LPA contracts using pass-through Caltrans funding. LPAs include Cities, Counties, Metropolitan Planning Organizations, Special Districts, and Regional Transportation Planning Agencies.

Financial Review Performed Prior to Contract Execution

All consultants, including prime consultants and subconsultants, on a proposed contract with a dollar value equal to or greater than \$1M are subject to an ICR financial review by IOAI. The financial documents required are detailed in the [Financial Document Review Request form](#). IOAI will review the ICR financial documents to either accept or adjust the indirect cost rate **prior to contract execution** using a risk-based approach as dictated by factors that include but are not limited to:

- History of satisfactory performance and professional reputation of consultant;
- Prior FAR compliant history and audit frequency;
- Experience of consultant with FAHP contracts;
- General responsiveness and responsibility;
- The approximate contract volume and dollar amount of all A&E contracts awarded to the consultant by Caltrans or an LPA in California within the last three calendar years;
- The number of states in which the consultant does business;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultants indirect cost rate;
- Assessment of consultant's internal control. Responses to internal control questionnaire, see AASHTO Audit Guide, Appendix B;
- For ICRs that have been adjusted by IOAI, the consultant must provide a revised cost proposal that reflects the adjusted ICR.

Local Public Agencies' Responsibilities

LPAs are responsible for obtaining all required ICR supporting documentation from A&E prime consultants and subconsultants as outlined in the Financial Document Review Request form. LPAs are responsible for forwarding these documents to IOAI for review. LPAs are also required to ensure that IOAI has a copy of the [Certification of Indirect Costs and Financial Management System form](#). The ICR included in the LPA's cost proposal must match the ICR included in the Certification of Indirect Costs and Financial Management System form and the consultant's ICR schedule. The proposed ICR, however, can be lower than ICR in the Certification of Indirect Costs and Financial Management System form and the consultant's ICR schedule if the consultant elects to propose a lower ICR. For contracts spanning more than one year, LPAs are responsible for ensuring the Certification of Indirect Costs and Financial Management System form and cost proposals are updated annually unless all concerned parties agree to fix the ICR

for the term of contract, and this is clearly specified in the contract. ICR updates are not required to IOAI if the ICR is fixed for the life of the contract. ICR's are only reviewed for consultants that are being awarded a contract, not consultants on a shortlist or prequalified list.

The cost proposal includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs, total costs, and certification for the costs. LPAs must perform and retain documentation of activities and resources used to support that a cost analysis has been performed to establish that costs and elements were determined to be fair and reasonable in accordance with Federal cost principles.

All contract supporting documentation must be retained by the LPA in project files for the required retention period. Unsupported costs may be disallowed and required to be returned to Caltrans. Having proper documentation policy and procedures, trained staff, and organized project files are essential for demonstrating that costs claimed and reimbursed have been incurred, are eligible, reasonable, allowable, and allocable to the contract and comply with Federal cost principles.

Contracts below \$1 Million are not subject to the Caltrans Financial Document Review but LPAs are required to establish that all costs are in compliance with the Federal cost principles, 48 CFR 31, and other applicable requirements are met. All documents listed above, and cost analysis documents are required to be retained in the project files to demonstrate compliance.

Instructions are provided in the Financial Document Review Request form including requirements for submitting a complete Financial Review packet. Financial packets can be e-mailed to: conformance.review@dot.ca.gov.

Alternatively, if you do not have internet access, you can mail Financial Review packets to:

Department of Transportation
Independent Office of Audits and Investigations
MS 2 Attention: External Audit Manager
P.O. Box 942874
Sacramento, CA 94274-0001

Consultants' Responsibilities (Both prime consultants and subconsultants)

A&E prime consultants and subconsultants in contract with LPAs using state or federal-aid highway funds should refer to the Financial Document Review Request form for the ICR financial documents required to be submitted to their LPA. Consultants must complete the Certification of Indirect Costs and Financial Management System form that attests that the ICR rate proposed is in compliance with federal cost principles (48 CFR 31) and that the consultant's financial management system is adequate to accumulate and segregate reasonable, allowable, and allocable direct and indirect project costs. The Financial Document Review Request and Certification of Indirect Costs and Financial Management System forms should be submitted to the LPA who will forward a copy to IOAI along with all other related and required financial documents. For all future contracts within a same fiscal year, the consultant needs to only provide a copy of the Certification of Indirect Costs and Financial Management System form to the LPA.

Consultants must follow all the federal, state, and contract requirements outlined above in the Section above, "Applicable Standards". Each contracting consultant must ensure its ICR is not combined with any parent company's or subsidiary's ICR.

ICR schedules for both prime consultants and subconsultants should be prepared using the accrual basis of accounting and be presented in compliance with the Federal cost principles.

Figure 10-3 provides an example of a Standard Indirect Cost Rate Schedule that consultants can use when preparing their own.

For public works Prevailing Wage contracts, all workers must be paid the prevailing wage rate determined by the Director of the Department of Industrial Relations according to the type of work and location of the project: <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

When determined necessary, IOAI may request additional information, such as a labor distribution summary and Executive Compensation Analysis (ECA). A consultant's labor distribution summary report is a labor expense report that detail all hours worked (paid and unpaid) for a fiscal year, wages earned, and benefits accrued by all the consultant's employees. The labor summary report should include employee names, salaries, hourly rates, total hours worked segregated by direct hours, indirect hours, paid time off hours, and uncompensated hours and amounts.

An ECA is an evaluation by the consultant to determine the allowability and reasonableness of executive compensation in compliance with Federal cost principles and the AASHTO Audit Guide that can be based on either the National Compensation Matrix or independent compensation surveys.

Independent Office of Audits and Investigations' Responsibilities

After IOAI receives a consultant's complete financial document packet (per the Financial Document Review Request form) from the LPA, IOAI will review the proposed ICR and supporting documents and notify LPAs in writing whether the proposed ICRs are accepted or adjusted.

Contracts will be executed after IOAI either accepts or adjusts the ICR. Correction of the final cost proposal, however, does NOT need to be cleared through Caltrans IOAI before executing the contract. An email notification from IOAI serves as documentation to support an accepted ICR.

Audits and Reviews to be Performed

After contract execution, a consultant's ICR may be subject to further detailed review or audit by IOAI based on certain risk factors. Costs that are determined to be unallowable as a result of the review or audit will be subject to repayment.

Indirect Cost Rate Audits

During an ICR audit, IOAI or an independent CPA will examine the consultant's proposed ICR for a one-year accounting period to ensure that unallowable costs have been removed from the indirect costs, that allowable costs have been correctly measured and properly charged and allocated, and that the ICR has been developed in accordance with the Federal cost principles (as specified in 23 U.S.C.112(b)(2)(B), 23 CFR 172.11, 48 CFR 31 and other FAR and State requirements). As a result of the audit, the LPA will work with the consultant to adjust the ICR based on audit recommendations.

For guidance regarding the existing policies and procedures set forth in the federal regulations, and acceptable ICR schedules, refer to the AASHTO Audit Guide, Chapter 5, and Figure 10-3 Standard Indirect Cost Rate Schedule in this chapter. The AASHTO Uniform Audit and Accounting Guide, Appendix A Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates is also a resource for consultants and CPAs when preparing an ICR for audit.

CPA Workpaper Reviews

During a workpaper review of a CPA audit of an ICR, IOAI will review the CPA's audit workpapers to determine whether to issue a Cognizant Letter of Approval for the ICR. The CPA Workpaper Review determines whether: (a) the CPA's audit of the ICR was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), (b) the CPA adequately considered the auditee's compliance with the Federal cost principles and related federal and state laws and regulations. Chapter 11 of the AASHTO Audit Guide provides information to the CPA on the required audit disclosures.

IMPORTANT NOTE FOR CPAs: Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing is required. GAGAS provides that auditors may find it appropriate to use lower materiality levels as compared with the materiality levels used in non-GAGAS audits because of the public accountability of government entities and entities receiving government funding, various legal and regulatory requirements, and the visibility and sensitivity of government programs. The AASHTO Audit Guide should be used as a tool for performing audits and attestations of A&E firms.

Contract Audits

During a Contract Audit, auditors will review a consultant's financial management system and contract cost proposal to determine if:

- The consultants' accounting system is adequate to accumulate and segregate costs;
- Costs are reasonable, allowable, allocable, and supported adequately;
- The contract contains all required fiscal provisions;
- Proper state and federal procurement requirements were followed.

Incurred Cost Audits

During an Incurred Cost Audit, auditors will review incurred contract costs to determine if:

- Cost data are maintained in an accounting system that adequately gathers, records, classifies, summarizes, and reports accurate and timely financial data for direct and indirect project costs by account;
- Costs are adequately supported, reasonable, allowable, and allocable;
- Costs incurred are in compliance with state and federal laws and regulations;
- Costs incurred are in compliance with the Master Agreement and Supplemental Agreement;
- Costs incurred are in compliance with the fiscal provisions stipulated in the contract; and
- The terms required by the Master Agreement and federal laws and regulations are in the contract.

Audit Findings and Review Deficiencies

If a consultant's ICR is audited or reviewed, LPAs are responsible for ensuring all executed and future contracts reflect the audited and adjusted fiscal year ICR(s). LPAs should request reimbursement from the consultant for overpayment on rates that were adjusted down.

The LPA may be subject to sanctions outlined in [Section 10.5 Sanctions](#) if the state or federal government determines that any reimbursements to the consultant are the result of lack of proper contract provisions, unallowable charges, unsupported activities, or an inadequate financial management system.

Example of a FAR Compliant Indirect Cost Rate Schedule - Sample Consulting Company

Statement of Direct Labor, Fringe Benefits, and General Overhead for the Year Ended December 31, 20xx

Description	General Ledger Balance	Unallowable	FAR Reference	Total Proposed	Home Office	Field Office
Direct Labor	\$123,456,789	(\$934,568)	(1)(15)	\$122,522,221	\$85,765,555	\$36,756,666
Fringe Benefits						
Vacation/Paid Leaves	\$17,283,950			\$17,283,950	\$12,098,765	\$5,185,185
Payroll Taxes	\$1,530,864	(\$30,617)	(15)	\$1,500,247	\$1,050,173	\$450,074
Medical Insurance	\$10,864,197			\$10,864,197	\$7,604,938	\$3,259,259
401K Match	\$4,938,272			\$4,938,272	\$3,456,790	\$1,481,481
Incentives and Bonus	\$15,308,642	(\$3,123,456)	(2)	\$12,185,186	\$8,529,630	\$3,655,556
Other Employee Benefits	\$2,515,280	(\$553,433)	(3)	\$1,961,847	\$1,373,293	\$588,554
Total Fringe Benefits	\$52,441,206	(\$3,707,506)		\$48,733,700	\$34,113,590	\$14,620,110
General & Administrative Overhead						
Indirect Overhead Labor	\$72,696,030	(\$4,452,541)	(1)(2)(4)(15)	\$68,243,489	\$65,790,948	\$2,452,541
Purchased Labor/Subconsultants	\$22,433,019	(\$22,433,019)	(5)	\$ -	\$ -	\$ -
Office Rent	\$12,345,679	(\$987,654)	(6)	\$11,358,025	\$11,038,025	\$320,000
Supplies & Utilities	\$5,753,086			\$5,753,086	\$4,027,160	\$1,725,926
Postage and Shipping	\$1,770,000	\$321,456	(5)	\$2,091,456	\$1,464,019	\$627,437
Equipment and Maintenance	\$3,812,346			\$3,812,346	\$2,512,789	\$1,299,557
Depreciation Expense	\$6,202,469	(\$1,345,678)	(7)	\$4,856,791	\$3,205,482	\$1,651,309
Interest	\$123,456	(\$123,456)	(8)	\$ -	\$ -	\$ -
Dues and Subscription	\$123,456	(\$12,345)	(9)	\$111,111	\$77,778	\$33,333
Advertising & Marketing	\$427,406	(\$45,678)	(10)	\$381,728	\$267,210	\$114,518
Vehicles	\$5,896,123	(\$147,403)	(5)(11)(14)	\$5,748,720	\$4,024,104	\$1,724,616
Bad debts	\$12,345	(\$12,345)	(12)	\$ -	\$ -	\$ -
Legal and Accounting Services	\$3,713,580	(\$222,815)	(13)	\$3,490,765	\$3,490,765	\$ -
Fines and Penalties	\$80,000	(\$80,000)	(16)	\$ -	\$ -	\$ -
Total General & Admin. Overhead	\$135,388,995	(\$29,541,478)		\$105,847,517	\$95,898,280	\$9,949,237

Total Indirect Costs				\$154,581,216	\$130,011,870	\$24,569,347
Indirect Cost Rates				126.17%	151.59%	66.84%

Figure 10-3: Standard Indirect Cost Rate Schedule**FAR References:**

- (1) FAR 31.202: Uncompensated overtime.
- (2) FAR 31.205-6: Profit distribution and excess of the reasonable compensation.
- (3) FAR 31.205-46, 31.205-14 & 31.205-51: Meals not for valid business purposes and associated with lobbying and lacking adequate support
- (4) FAR 31.201-2: Administrative staff costs billed to projects/clients.
- (5) FAR 31.201-2: Subconsultant labor and other direct costs billed to and paid by contracts/clients.
- (6) FAR 31.205-36 and 31.205-17: Capital lease costs, rent paid in excess of reasonable costs, and idle facilities and capacity costs.
- (7) FAR 31.201-2 & 31.205-6: Costs relates to personal use by employees and luxury vehicles.
- (8) FAR 31.205-20: Interest and other financial costs not allowable.
- (9) FAR 31.201-2: Non-business related dues and subscriptions.
- (10) FAR 31.205-1: Costs for advertisement and public relations costs and trade show expense including labor.
- (11) FAR 31.205-46(d) and 31.205-6(m)(2): Personal use of vehicle and lack of mileage logs and business purpose.
- (12) FAR 31-205-3: Bad debts and collection costs.
- (13) FAR 31.205-27 and 31.205-47: Reorganization and capital raising related costs and costs incurred in connection with violation of a law or regulation by the consultant.
- (14) FAR 31.205-46: Unreasonable costs and costs not supported by documents and lack of business purpose.
- (15) FAR 31.201-6(a) & CAS 405-40: Labor costs associated with unallowable costs.
- (16) FAR 31.205-15: Fines and penalties resulting from violations of laws and regulations.

10.1.4 Consultant Selection Methods

There are three methods normally used in selecting a consultant:

- One-Step RFP
- One-Step RFQ
- Two-Step RFQ/RFP

The method used depends upon the scope of work, the services required, the project's complexity, and the time available for selection of the consultant.

Beginning with [Section 10.1.5: Consultant Selection Using the One-Step RFP Method](#), each of the selection methods is explained in detail. Regardless of the method used, the LPA must retain all consultant selection documentation in their project files as required by 23 CFR 172.

One-Step RFP

The One-Step RFP method may be used for Project-specific contracts when the scope of work is well-defined or for Multi-phased contracts where the defined scope of work is divided into phases. Other considerations include when the consultant's services are highly specialized and there are few qualified consultants.

One-Step RFQ

The One-Step RFQ method is used when the requested services are specialized, or the scope of work is defined broadly and may include multiple projects. Typical services are preliminary engineering, surveying, environmental studies, preparation of Plans Specifications and Estimate (PS&E) and environmental documents, or construction management. This method or the two-step selection process is used for procurement of on-call contract(s). Note that specifications and requirements in the RFQ must cover all aspects of the final need. An RFP specific to the project, task, or service must be included in the solicitation for evaluation of a consultant's specific technical approach and qualifications.

Two-Step (RFQ Followed by RFP)

The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by LPAs that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or on-call list, through a single solicitation. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications. For more information, refer to description of on-call contract in [Section 10.1.2: Identifying & Defining a Need for Consultants](#). This method requires substantially more work and time than the other two methods described above.

10.1.5 Consultant Selection Using the One-Step RFP Method

Of the three methods discussed, this one is most easily modified for non-A&E consulting contracts. This procurement procedure usually involves a single step process with issuance of a request for proposal (RFP) to all interested consultants. For non-A&E consulting contracts, a cost proposal must be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the LPA standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the LPA of its responsibility to ensure that proper procurement procedures are followed, and all requirements are met.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Proposals

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals. In-State or local preference must not be used as factor in the evaluation, ranking, and selection phase. [Local presence and DBE participation are the only two non-qualifications-based evaluation criteria that are permitted, however, the combined total of these criteria cannot exceed a nominal value of 10 percent of the total evaluation criteria](#) (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The LPA should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before the contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm key dates with all selection committee members before completing the schedule.

Prepare RFP

The information required in an RFP solicitation includes the following:

- Description of project;
- Clear, accurate, detailed Scope of work, technical requirements, and qualifications;
- Services to be performed;
- Deliverables to be provided;
- Procurement schedule;
- Applicable standards, specifications, and policies;
- Schedule of work (including estimated start and end dates of the contract);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate concealed format. Cost proposals are requested from the highest ranked firm. If these negotiations are formally terminated, the cost proposal is then requested from the next highest ranked firm. See sample cost proposals at the DLA Consultant Selection and Procurement [website](#);
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Proposal format and required contents;
- Method, criteria, and weighting for selection;
- Requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;
- Specify contract type;
- Special provisions or contracts requirements;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- CMSR requirements (see [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#));
- Protest procedures and dispute resolution process per 2 CFR 200.318(k) and 23 CFR 172.5(c)(18).

The RFP specifies the content of a proposal, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand-delivered if different from the mailing address. A minimum of fourteen (14) calendar days is required between the time the RFP is published and time that proposals must be submitted. More time may be required for complex contracts or projects.

Items typically required in a technical proposal include:

- Work plan (specify what is to be covered);
- Organizational chart;
- Schedule and deadlines;
- Staffing plan;
- Proposed Team—complete for prime consultant and all key subconsultants;
- Key personnel names and classifications—key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The LPA must ensure that consultant contract solicitation and advertising documents (RFPs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The LPA must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services must be by public advertisement, or by any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The minimum length of advertisement is 14 calendar days.

Advertisement of the RFP in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting government contract solicitations such as BidSync, Planetbids, Public Purchase, or posting the RFP on the LPA's or other widely used websites are all acceptable methods of solicitation.

To document website postings, the LPA should retain copies of screen shots displaying the posted begin/end dates.

The LPA must keep a record of all consultants that have downloaded RFP online as well as those receiving an RFP through other means, to ensure that any inquiry responses, addendums, or amendments to the RFP are given to all consultants that received the RFP.

Conduct Proposer's Conference or Answer Written Questions

The LPA may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The LPA must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be

given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. The members of the consultant selection committee must evaluate each proposal according to the technical criteria listed in the RFP. Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. The justification should state that the solicitation did not contain conditions or requirements that arbitrarily limited competition per 23 CFR 172.7(a)(1)(iv)(D) and competition is determined to be inadequate and it is not feasible or practical to re-compete under a new solicitation per 23 CFR 172(a)(3)(iii)(C). If only one proposal is received, a Non-Competitive process must be justified and an [Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee evaluates each proposal, interviews the three or more highest ranked consultants (short listed) if noted in solicitation, and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. The LPA may have an established procedure adopted for conducting debriefings but may also consider the following: The selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both prime consultant and all subconsultants), and contract audit and review documents such as the Certification of Indirect Costs and Financial Management System and

Financial Document Review Request forms, whichever is applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) should be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their technical proposal.

The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceed to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the LPA. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFP and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the LPA or any private entity that the LPA uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of in accordance with the LPA's written policies and procedures.

The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant. A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) in this chapter). LPA Contract Administrator ensures that all required documentations are provided to Caltrans IOAI within 10 days of written request, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Document Review until all required documentation is completed correctly and submitted. Negotiations should be finalized after addressing all deficiencies noted in the Caltrans IOAI Financial Review Letter if applicable. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan;
- Schedule and deadlines (for deliverables and final duration of contract);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fees. Fee is required to be negotiated as a separate element;
- Hours, level of effort by task and/or classification.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA. The LPA and the consultant will agree on the final cost proposal and incorporate into final contract. Retain all documentation related to negotiations.

Before executing the consultant contract, the LPA must review contract to ensure that all federal and state requirements have been met and adjustment or denial of ICR as identified in the Financial Review Letter has been included in the final cost proposal, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the LPA must submit a completed A&E Consultant Contract form for all new federal funded A&E consultant contracts using the A&E Consultant Contract database at:

<https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser). Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

If there are any changes requiring an amendment to the contract after submittal of the A&E Consultant Contract form, refer to [Section 10.1.8: Contract Amendments](#) of this chapter.

10.1.6 Consultant Selection Using the One-Step RFQ Method

The RFQ method is used when the services being procured are specialized, or the scope of work is defined broadly and may include multiple projects.

Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews and scores the materials submitted by consultants in response to the RFQ, develops a shortlist of qualified consultants, interviews those consultants, and develops a final ranking of the most qualified consultants. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the scope of work to be contracted out and with the LPA standards that will be used in the contract.

Participation by a Caltrans district representative is at the option of the LPA and subject to the availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the LPA of its responsibility to ensure that proper procurement procedures are followed, and all requirements are met.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#).

Develop Technical Criteria for Evaluation of Qualifications

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant qualifications. [In-State or local preference must not be used as factor in the evaluation, ranking, and selection phase. Local presence and DBE participation are the only two non-qualifications-based evaluation criteria that are permitted, however, the combined total of these criteria cannot exceed a nominal value of 10 percent of the total evaluation criteria \(23 CFR 172.7\(a\)\(1\)\(iii\)\(D\)\). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.](#)

The criteria and relative weights must be included in the RFQ, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the State. The LPA should consult with the DLAE before making major changes to the suggested approach.

Develop Schedule for Consultant Selection

Before a contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm target dates with all selection committee members before completing the schedule.

Prepare RFQ

As a minimum, the RFQ generally includes the following:

- General description of the services or project(s);
- Scope of work;
- Schedule of work (including contract begin and end dates);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate sealed envelope. See sample cost proposals at the DLA Consultant Selection and Procurement [website](#);
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Statement of Qualification (SOQ) format and required content to be submitted;
- Method and criteria and weights for selection;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#); Protest procedures and dispute resolution process per 2 CFR 200.318(k) and 23 CFR 172.5(c)(18).

The RFQ specifies the content of the SOQ, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand-delivered if different from the mailing address. Two to four weeks is usually allowed between the time the RFQ is published and time that SOQs must be submitted. More time may be required for complex contracts or scope of work.

Items typically required in a statement of qualification include:

- Qualifications of key personnel (including consultant project manager) proposed for the contract. Key team members identified in the original proposal/cost proposal must not change (be different than) in the executed contract;
- Staff resumes;
- Related projects that key personnel have worked on;
- Qualifications/experience of the firm;
- Organizational chart;
- Forecast or Schedule of work;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

Financial Management and Accounting System Requirements

The LPA must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts must not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR 16.301-3, 2 CFR 200, and 48 CFR 31. The LPA must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

Advertise for Consultants

The solicitation process for consultant services must be by public advertisement or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The RFQ must contain sufficient project work information, so that interested consultants can submit an appropriate SOQ.

Advertisements for RFQ may take one of two approaches. The most common is an advertisement or publication of the RFQ in a major newspaper of general circulation, technical publication of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting contract solicitations such as Bid Sync, PlanetBids, or posting the RFQ on other widely used websites. To document website postings, the LPA should retain copies of screen shots displaying the posted begin/end dates.

In the second approach, the LPA advertises the availability of the RFQ in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, or through a web hosting or clearing houses known for posting contract solicitations such as BidSync or PlanetBids, and requests that interested consultants send a letter of interest to the LPA for the RFQ. The RFQs must then be sent to those firms who indicated interest in the RFQ. In some cases, it may be desirable to advertise nationwide for a particular project or service. This approach provides a registry for firms who received the RFQ and therefore facilitates the broadcast of any revisions or addenda to the RFQ, if necessary.

Issue/Publish RFQ

The LPA must publish the RFQ online and also issue the RFQ to all consultants responding to newspaper advertisement. The LPA must keep a record of all consultants that have downloaded the RFQ online as well as those receiving an RFQ through other means, to ensure that any

inquiry responses, addendums, or amendments to the RFQ are given to all consultants that received the RFQ.

Receive/Evaluate Statements of Qualifications and Develop Shortlist

The first step in the evaluation process is to determine that each SOQ contains all forms and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. If only one proposal is received, a Non-Competitive process must be justified, and an [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The consultant selection committee reviews the submitted SOQ according to the published evaluation criteria and weighting factors. The committee makes an independent random check of one or more of the consultant's references. This check applies to major subconsultants also. The committee establishes a shortlist of consultants who are considered to be best qualified to perform the contract work. The shortlist includes enough qualified consultants to ensure that at least three consultants are interviewed.

Notify Consultants of Shortlist

All consultants that submitted an SOQ must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews if interviews were an option in the solicitation. Most consultants will request information as to why they were not placed on the shortlist. Therefore, the selection committee should keep notes why a particular consultant was not selected for the shortlist. When a consultant requests a debriefing, the reasons given for not being selected must be objective reasons. Consultants should not be compared with each other during the debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Interview Top-Ranked Consultants

Each consultant to be interviewed is given a copy of the draft of the proposed contract, defining the detailed scope of work, and/or description of required services, and other information. This should be sent with the initial notification of the interview.

Between the time of the notification of the shortlist and interviews, the LPA may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. In addition, the LPA may conduct additional reference checks for each consultant to be interviewed. Consultants should submit their questions about the RFQ and receive their answers from the LPA in writing. It is required that all consultants on the shortlist receive the questions and answers and are given the same information.

The committee should evaluate reference checks and other information that is gathered independently. Reference checks must be completed, and other information gathered before the

interviews are conducted. If necessary, the results of the reference checks and other information may be discussed with the consultant at the interview.

Interviews are to be structured and conducted in a formal manner. Each consultant must be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions are prepared in advance.

Two types of questions may be asked:

- Questions that are to be asked of all competing consultants, and
- Questions relating to each specific consultant, based upon the reference checks, and the strengths and weaknesses identified during evaluation of the SOQ

The agency can request competing consultants to bring additional information or examples of their work to the interviews; if the additional information facilitates the interview or evaluation process. Additional information requested should be kept at a minimum, that is, only information required to select the most qualified consultant for the contract. The selection committee or LPA must not gather additional information concerning the consultants after the interviews are completed.

Develop Final Ranking and Notify Consultants of Results

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not selected as the most qualified. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective. Consultants should not be compared with each other or provided with information about other consultants during the debriefing.

Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing. The next two sections provide guidance when the RFQ is solicited for specialized services and additional information is required prior to cost negotiations with consultant. For on-call contracts, skip the next two sections and begin Negotiation phase.

Conduct Scoping Meeting

The Contract Administrator should meet with the first-ranked consultant's project manager to review the project, and to ensure that the consultant has a complete understanding of the work that is required. The consultant is shown as much material as is available regarding the project. Any technical questions regarding the project are answered for the consultant.

Request Cost Proposal

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Negotiate Contract with Top-Ranked Consultant

Cost proposals (for both prime consultant and all subconsultants), and contract audit and review documents such as Certification of Indirect Costs and Financial Management System and Financial Document Review Request forms, whichever applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)), will be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their statements of qualification.

After the top-ranked consultant submits a sealed cost proposal, the LPA reviews the cost proposal and compares it with the LPA's confidential detailed independent cost estimate and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the LPA the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated.

Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant.

At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

Cost proposals in electronic form must be submitted separately from the RFQ and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and must not be opened by the LPA or any private entity that the LPA uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of by permanently deleting the cost proposals in accordance with LPA's written policies and procedures.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) earlier in this chapter). LPA Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Review until all required documentation is completed correctly and submitted. Negotiations may be completed after receipt of the Caltrans IOAI Financial Review Letter. An indirect cost audit may be performed within the record retention period of the contract.

The items typically negotiated include:

- Work plan;
- Staffing plan;
- Schedule (including contract begin and end dates);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fee. Fee is required to be negotiated as a separate element.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA. For on-call contracts, typically a price agreement is reached based on specific rate of compensation for the term of the contract. The subsequent task orders (or mini agreements for individual project work) is negotiated based on cost plus fee, or lump sum, which is derived from the wage rates agreed upon earlier for the on-call contract.

Before executing the consultant contract, the LPA must review the contract to ensure that all federal and state requirements have been met, and receive Caltrans IOAI's Financial Review acceptance letter, if applicable.

Prior to contract award, or after contract award but no later than the first invoice, the LPA must submit a completed A&E Consultant Contract form for all new federal-funded A&E consultant contracts using the A&E Consultant Contract database at <https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser).

If there are any changes to the contract after submittal of the A&E Consultant Contract form, refer to [Section 10.1.8: Contract Amendments](#) of this chapter.

10.1.7 Consultant Selection Using the Two-Step RFQ/RFP Method

Combined RFQ and RFP

Selecting consultants using the Two-Step RFQ/RFP method requires combining certain steps from each of the other two methods previously described. The consultants are rated based upon both their qualifications and their technical proposals. This procurement procedure involves a two-step process with issuance of a request for qualifications (RFQ) whereby responding consultants are evaluated and ranked based on qualifications and a request for proposal (RFP) is then provided to three or more of the most highly qualified consultants. The two-step method leads to an executed project specific contract.

A different process may also be used that includes assessing minimum qualifications of consultants to perform services under general work categories or areas of expertise through a prequalification process whereby annual statements of qualifications and performance data are encouraged. These consultants are not ranked, and an RFP must be submitted to the entire list for evaluation and consideration. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

The initial steps in the Two-Step RFQ/RFP method (up to the development and notification of the shortlist) are similar to the steps followed when using the One-Step RFQ method. At this point, the consultants from the shortlist are issued an additional RFP. The remaining steps are the same as the later steps followed in the One-Step RFP method. Because it is a combination of the One-Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the Two-Step RFQ/RFP method is recommended for use only when the scope of work is not clearly known, very complex, or unusual.

The Two-Step RFQ/RFP is also well-suited for procuring multiple on-call contracts through a single solicitation (see [Section 10.1.2 Determine Type of Contract](#)). The outcome of the first step RFQ will be multiple contracts, or on-call list of consultants. For multiple on-call contracts, project work will be procured through subsequent competition or mini-RFPs amongst the on-call consultants.

LPAs may also use the Two-Step RFQ/RFP method to:

1. Develop and maintain a prequalified file/list of consultant firms by specific work categories or areas of expertise. This list includes all consultants that meet the minimum published pass/fail requirements. The prequalified list can be updated annually or at least every two years and must be maintained by the agency. This list has not gone through the evaluation process.
2. Create a short list of evaluated and ranked consultants that leads to executed contracts

Because it is a combination of the One-Step RFQ and One-Step RFP methods, the Two-Step RFQ/RFP method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use when the scope of work is very complex or unusual.

Categorize Work

Descriptions of the categories of work, deliverables, and the minimum qualification standards for each category must be clearly identified.

The LPA may prequalify consulting firms in the following (or more) categories:

- Roadway Design
- Bridge Design
- Bridge Inspection
- Traffic Engineering
- Environmental Services
- Roadway Construction Inspection and Administration
- Landscape Architecture
- Land Surveying
- Intelligent Transportation System (ITS)
- Federal-aid Highway Project Development Support Services

Establish Minimum Qualifications

In an effort to ensure quality performance and results, a consultant should be required to meet certain minimum qualifications to be eligible for consideration in the prequalification process.

General criteria guidelines should be established for consultant selection for a prequalified list. The criteria may be established by an individual or a panel of subject matter experts for the specific task of developing the criteria. Some agencies also establish appropriate weights for each criterion. It may be necessary to modify the criteria to fit specific cases. When a RFQ is published, it should state the criteria that will be used in the selection process.

Criteria for evaluating statements of qualifications, may include but are not limited to:

- Special expertise and experience of the firm's key employees
- Proposed staffing (include number of licensed and specialized staff) for the project and previous experience of those identified
- Experience of the firm and their personnel on previous projects similar to the one under consideration
- Consultant DBE Commitment document (see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#))
- Professional references by the firm with the LPA
- Understanding of the project by the firm as demonstrated by their approach to organizing and management of the work
- Current workload of the firm and their ability to meet the proposed project schedule
- Quality of previous performance by the firm with the LPA
- Use of subconsultants to accomplish work on the project
- Equipment the firm has available and proposes to use as compatibility with Computer-Aided Drafting and Design (CADD) and other equipment proposed to be used in accomplishing the work
- Familiarity with federal, state, and local codes, requirements, standards, and procedure
- Examples of minimum qualifications for work categories above are provided here based on Caltrans best practices

Issue RFQ

The need for services of a consulting firm may be advertised in appropriate national, state, and local publications and web sites. Notices can also be sent to firms known to be qualified to do specific work, to professional societies, and to recognized Disadvantaged Business Enterprises (DBE) organizations. The advertisements and notices seek statements of interest and qualifications from consultants who are interested in the project. The DBE goal is established at the master on-call contract and included in the solicitation document.

The SOQ should list consulting firm details, names of principals, office locations, personnel by discipline, project experience and examples, current workload, types of service the firms are qualified to perform, and previous performance. Also, resumes of key persons, specialists, and other associates that may be assigned to the project or projects should be included. This

information should be the basis for evaluating and placing a consulting firm on a general prequalification list.

Federal regulations require that any procedures related to prequalifying consultants cannot restrict competition.

Prequalification of consultants may be allowed as a condition for submitting a technical proposal for a contract only if the period between the date of the issuance of the RFP and the deadline for submitting a technical proposal affords sufficient time to enable a consultant to obtain prequalification status.

Another practice is to qualify consultants on a project-by-project basis. This is accomplished for some agencies by advertising or publishing notices in national, state, and local publications for needed services for specific, individual projects. These notices include a precise project location, a defined preliminary scope of services to be performed, a specific schedule within which the work is to be completed, and a list of products and deliverables to be provided by the consultant. Specific project advertisements usually are published when the proposed project is large and complex, in-house resources are not available, special expertise is required, or the objectivity of an outside authority is desired.

Appropriate Federal-aid requirements should be complied with on Federal-aid projects.

Set-Up Evaluation Process

The first step in the evaluation process is to determine that each SOQ contains all forms, qualifications, and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Documentation of when each SOQ was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

If all required information is not provided, a SOQ may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed.

The LPA must establish a process by which SOQs are evaluated and consultants who are deemed meeting the minimum qualifications are accepted and placed on a per-qualified list. Whether the LPA has a “committee” of experts evaluating the SOQs or individuals responsible for the evaluation, the process must be well-defined, open, and transparent. The prequalification process must also allow for consultants to be re-evaluated in cases of denials. The LPA must specify how long the prequalified list lasts, not to exceed two years. Federal regulation recommends refreshing the SOQs on an annual basis.

LPA Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172.7(b)(4)) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Conflict of Interest and Confidentiality Statement](#).

Evaluate Qualifications and Add Firm to List

All SOQs received should first be reviewed for completeness. Each response must contain all required forms and any other information requested in the advertisement. The response may be considered incomplete and rejected without further evaluation if all required information is not provided or if the submittal is late.

The qualifications of all responding firms are then reviewed according to established evaluation criteria or factors. The agency then establishes a short list of at least three consultants that are determined to be the most highly qualified to perform the required work. Firms not selected should be notified in writing.

Maintain List

Prequalification of a consultant expires in two years. Prequalified consultants must renew their prequalification status every two years. Firms can apply to be on the list at any time. After a period of two years, firms should re-apply (repeat the process of submitting SOQs) to be on the list. In addition to the required two-year renewal process, the consultant should also be required to update the firm's organizational structure within one year when there is a corporate/affiliate change, ownership control, type of work expertise, capacity, or any other major change.

If the consultant does not meet the minimum requirements and their SOQ is rejected, the committee must respond to the consultant explaining the reason for their rejection. The consultant is allowed to reapply to be on the list again provided the reasons for rejection are corrected.

The list of qualified firms can be maintained online through the agency's website. Firms can also apply to be on the list through the agency website for ease of operation.

Issue RFP to Prequalified Consultants on List

An RFP is sent to the short-listed firms. The RFP should indicate the content of the technical proposal, technical review procedures, anticipated schedule of activities, scope of work, project description, where the technical proposals are to be delivered, the number of copies required, and the due date.

Some agencies receive the technical proposal orally as part of an interview conducted for this purpose. In these cases, written documentation may not be required.

Items typically required in a technical proposal include:

- Work plan
- Organization plan
- Schedule for meeting time frame
- Available computer equipment and programs
- Staffing plan and resumes including subconsultants
- Pre-award audit/financial package information (if deemed appropriate)
- Examples of similar work previously completed
- Subconsultants, DBE, their proposed participation, and other related information

Conduct Proposer's Conference or Answer Written Questions

The LPA may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The LPA must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However,

consultants not attending the conference do not receive notes from the meeting unless they request the notes.

Receive and Evaluate Technical Proposals

The Contract Administrator must verify that each technical proposal contains all forms and other information required by the RFP. If all required information is not provided, a technical proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each technical proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The members of the consultant selection committee must evaluate each technical proposal according to the technical criteria listed in the RFP. A minimum of three technical proposals must be received and evaluated.

If only two technical proposals are received, a justification must be documented to proceed with the procurement. If only one technical proposal is received, a Non-Competitive process must be justified, and an [Exhibit 12-F: Cost-Effectiveness / Public Interest Finding / A&E Noncompetitive](#) must be documented. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Develop Final Ranking and Notify Consultants of Results

The selection committee discusses and documents the strengths and weaknesses of each technical proposal, interviews the three or more highest ranked consultants (shortlisted), and develops a final ranking of the highest ranked consultants. All consultants that submitted technical proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Cost proposals (for both prime consultant and all subconsultants) and contract audit and review documents, such as Certification of Indirect Costs and Financial Management System and Financial Document Review Request forms, whichever applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)), will be submitted in a separate sealed envelope.

After the top-ranked consultant submits a sealed cost proposal, the LPA reviews the cost proposal and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the LPA the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the LPA in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals must be returned to consultants.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)). The LPA Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans IOAI Conformance Letter. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan
- Schedule and deadlines (for deliverables and final duration of contract)
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned
- Other Direct Cost items, and profit or fee

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the LPA.

The LPA and the consultant will agree on the final cost proposal and incorporate into final contract.

Before executing the consultant contract, the LPA must review the contract to ensure that all federal and state requirements have been met.

10.1.8 Completing the Project

Develop the Final Contract

The Contract Administrator requests a revised cost proposal from the consultant after: (1) negotiations have been completed, (2) the LPA and consultant have agreed to a fair and reasonable price, and (3) a letter, if applicable, is released by Caltrans IOAI that accepts, denies, or makes an adjustment to the proposed ICR. The Contract Administrator should review the revised cost proposal to ensure that all the items and changes discussed during negotiation were included. This revised cost proposal then becomes the final cost proposal and is attached to and made a part of the consultant contract. Sample contract language and format have been included as [Exhibit 10-R: A&E Boilerplate Agreement Language](#).

The Contract Administrator has responsibility to ensure that the final negotiated contract is complete and has verified that all required backup documents have been provided. Copies of the contract are sent to the consultant for signature first.

Review and Approval of Contracts

Proposed contracts for consultant services (including subcontracted work) must be reviewed by the LPA to verify that:

- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the nature and scope of the project;
- DBE goal [Exhibit 10-O2: Consultant Contract DBE Commitment](#) is included for all contracts regardless of goal;
- Certification of Indirect Costs and Financial Management System (for prime consultants and subconsultants) and Financial Document Review Request forms and all supporting documents, if applicable (contracts at or above \$1 Million), have been submitted to Caltrans IOAI;
- If applicable, adjustment or denial of the ICR identified in the Financial Review Letter have been included in the final cost proposal;
- [A&E Consultant Contract database](#) must be used to ensure that required documentation has been provided;
- A cost proposal must include the costs of materials, direct salaries, payroll additions, other direct costs, indirect costs, fees, and backup calculations.

Before approving a contract for consulting services, the Contract Administrator must be satisfied that the consultant's organization:

- Is qualified to perform the services required;
- Is in a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;
- Is fully aware of all applicable federal and state laws including implementing regulations, design standards, specifications, previous commitments that must be incorporated into the design of the project, and administrative controls including those of Caltrans and FHWA.

- Has an adequate financial management system as required by the applicable federal regulations.
- Is not disbarred or suspended from state or federally-funded contracts. Per 23 CFR 172.7(b)(3) “A contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR 1200 and 2 CFR 180.”

The contract must provide for a defined level of acceptability and a statement to the effect that the consultant may be required to modify its work as necessary; to meet that level of acceptability as defined in the contract. The contract must provide for LPA reviews at appropriate stages during performance of the work, to determine if any changes or other actions are warranted.

The contract must provide that the consultant and subconsultants must maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials must be available for inspection and audit by federal, State, and LPA authorized representatives; and copies thereof must be furnished, if requested.

Following final settlement of the contract accounts with the State or FHWA, such records and documents may be archived at the option of the LPA and must be retained for a three-year period after processing of the final voucher by FHWA.

Execute Contract and Issue Notice to Proceed to Consultant

The Contract Administrator sends the consultant a fully executed copy of the contract with an original signature and issues a notice to proceed. Funds may not be used to reimburse the agency for any work or costs incurred before the Authorization to Proceed is issued, or for consultant costs incurred prior to the execution of the consultant contract. All executed on-call contracts must have a begin and end date. All executed project-specific or multiphase contracts must have a begin date and should have an end date prior to the Project End Date. Work performed after the Project End Date is not eligible for reimbursement; see [LAPM Chapter 3: Project Authorization](#). LPA consultant selection and contract execution costs may be reimbursable.

For on-call contracts, a fully executed copy of the contract with original signatures will be sent to the consultant. Each subsequent task order (for individual project) will be accompanied with a copy of the signed task order and a Notice to Proceed, once it is negotiated and approved. Task order expiration dates must not exceed the Master On-call agreement end date.

Administer the Contract

Project work begins as specified in the contract after the notice to proceed is issued to the consultant. Thereafter, the LPA manages and administers the contract to ensure that a complete and acceptable product is received on time, within standards, and within budget and terms of the contract.

Contract administration activities help to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements;
- Receiving, reviewing, and assessing reports, plans, and other required products/deliverables;

- Receiving and reviewing state prevailing wages (see Department of Industrial Relations websites below):
 - DIR FAQ website: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
 - DIR Wage Determination website:
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- Reviewing invoices to ensure costs claimed are in accordance to the method of payment and contract cost proposal, approving payments;
- If new consultant personnel are added or substituted, labor rates must be verified prior to approving invoices.
- Record keeping and reporting;
- Controlling costs;
- Identifying changes to the scope of work and preparation of amendments (must ensure that any changes to the scope is within the constraints of the original RFP/Rfq);
- Completing the consultant performance evaluations (see [Exhibit 10-S: Consultant Performance Evaluation](#)).

Substitution of Consultant Personnel and Subconsultants

After contract execution the consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or subconsultants without prior written approval from the LPA. Refer to [LAPM Chapter 9: Civil Rights & Disadvantaged Business Enterprise](#) and 49 CFR 26 for DBE substitution requirements. To do so can result in the costs being ineligible for federal or state reimbursement. The consultant must request and justify the need for the substitution and obtain approval from the LPA prior to use of a different subconsultant on the contract.

The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of consultant contracts, the consultant's project manager must be a registered engineer in the State of California.

Invoicing (or Progress Payments)

The frequency and format of the invoices/progress payments are to be determined by the contract. Program Supplement Agreements (see [LAPM Chapter 3: Project Authorization](#)) need to have been prepared prior to any payments being requested. Payments to the consultant are to be in arrears. In other words, the consultant must have actually incurred and paid the costs before invoicing the LPA.

For federal reimbursement of consultant costs on a project, the LPA must submit the following to the DLAE, for each consultant or consulting firm used on the project (failure to do so will result in the consultant's invoices for reimbursement being returned to the agency unprocessed):

- Copy of Executed Consultant contract;
- [Exhibit 10-O1: Consultant Proposal DBE Commitment](#)
- [Exhibit 10-O2: Consultant Contract DBE Commitment](#)
- Copy of issued task order and Exhibit 10-O2 for the task order for on-call contracts.

DLAE must confirm that the LPA has submitted copies of the Certification of Indirect Costs and Financial Management System form (for prime consultant and subconsultants) to Caltrans IOAI and that LPA has submitted the A&E Consultant Contract form to Caltrans.

The LPA is to follow the procedures given in [LAPM Chapter 5: Invoicing](#), to obtain reimbursement of federal or state funds.

Contract Amendments

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs. Only work within the original advertised scope of services must be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement (see FHWA's [Q&A](#) for A&E related services).

There is no prescribed format for contract amendments. They may take the form of letter-type agreements meeting the legal requirements of the LPA, clearly outlining the changes and containing a mutually agreed-upon method of compensation. Such agreements must conform to the requirements of this manual with regard to payment.

A consultant contract may be amended at any time prior to the expiration date of the original contract. The most common amendment is to extend the ending date of the contract. All contract amendments must be fully executed before the ending date of the contract by formal amendment. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement. Task orders are not considered an amendment and therefore not appropriate to extend the terms of the contract.

All contract amendments must be negotiated following the same procedures as the negotiation of the original contract and must be in writing and fully executed by the consultant and LPA before reimbursable work begins on the amendment. For any additional engineering and design related services outside of the scope of work established in the original solicitation, a contracting agency must either procure the series under a new solicitation, perform the work itself using agency staff, or use a different, existing contract under which the services would be within the scope of work. Overruns in the costs of the work must not automatically warrant an increase in the fixed fee portion of a cost-plus-fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost-plus-fixed fee or lump sum reimbursed contracts. If an emergency exists of such magnitude that a delay cannot be tolerated, the LPA and the consultant may agree on an amendment initiating the work, so that reimbursable work may begin. The initiating amendment is then followed by a final amendment once the full scope of the emergency work is known and agreed to by both parties. In both cases, sufficient funding should be included in the amendments to pay for all work to be performed by the consultant. The final amendment must be executed as quickly as possible. Failure to fully comply with this section may result in the loss of LPA funding. [Section 10.1.3: A&E Consultant Audit and Review Process](#) of this chapter must apply to the entire contract and must be completed prior to execution of the contract amendment. For contracts greater than or equal to \$1 Million, submit the [Financial Document Review Request form](#) to IOAI for all amendments on consultant/subconsultant's name change, amending an ICR, or adding new subconsultant's ICR. ICRs that have not been accepted by IOAI are not eligible for federal or state reimbursement. For contracts with original amounts under \$1 Million but subsequently became greater than or equal to \$1 Million after amendment, IOAI Financial Document Review is not required. If there are any changes to the contract after submittal of the A&E Consultant Contract form, the LPA must submit an amended form to the A&E Consultant

Contract [database](#) prior to the first invoice after the contract has been amended. Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts. All amendments must incorporate any current requirements of the federal regulations including the federal fiscal provisions and submit the A&E Consultant Contract form to the A&E Consultant Contract database prior to the first invoice after the contract has been amended (please use Firefox or Chrome if not supported by your browser).

Performance Evaluation

Pursuant to 23 CFR 172.9(d)(2) agencies are required to prepare an evaluation of the consultant when the project has been completed. The Contract Administrator evaluates the consultant's performance after the consultant's final report has been submitted, and the Contract Administrator has conducted a detailed evaluation with the consultant's project manager. See [Exhibit 10-S: Consultant Performance Evaluation](#) for a suggested format for use by the LPA.

Project Records

Federal-Aid Highway Program funding recipients and subrecipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in compliance with federal laws and regulations (e.g., 23 USC 112; 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR 200). These records must be maintained for a minimum of three (3) years following issuance of the final voucher from FHWA (forwarded by Caltrans) and the closure of all other pending matters (2 CFR 200.334).

For audit purposes, project records and documentation must be kept for three (3) years after payment of the final federal or state voucher. Among the records to be retained are as follows (not an all-inclusive list):

- Copies of RFPs and RFQs, changes, addendums, etc. and bidder's list;
- Documentation of DBE participation (including [Exhibit 10-O1: Consultant Proposal DBE Commitment](#), [Exhibit 10-O2: Consultant Contract DBE Commitment](#)), [Exhibit 10-G: Individual A&E Task Order DBE Tracking Sheet](#), [Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprise and First-Tier Subcontractors](#) or [Exhibit 17-F1: Final Report-Utilization of Disadvantaged Business Enterprise for A&E On-Call Contracts](#), and [Exhibit 17-O: Disadvantaged Business Enterprise Certification Status Change](#)).
- Solicitation and advertisement records;
- Identification of selection committee members;
- Record of receiving proposals, statement of qualifications;
- Evaluation and ranking records such as original score sheets from all panel members, short list questions, and other documentation (see [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#));
- Independent cost estimate (prepared in advance of requesting a cost proposal from the top-ranked consultant);
- Record of negotiations (to include a separate negotiation of profit in accordance with federal guidelines);

- Financial Review Letter and Cognizant Agency Letter, when applicable;
- CPA-audited ICR Audit Report or Approved State DOT Cognizant Indirect Rate Letter, if any;
- Consultant Certification of Costs and Financial Management (Certification of Indirect Costs and Financial Management System form) for contracts at or above \$1 Million;
- A&E Consultant Audit Request Letter and Checklist (Financial Document Review Request form) for contracts at or above \$1 Million and all supporting documentation.
- Executed consultant contracts, cost proposals, and amendments (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#));
- Contract oversight and progress meeting documents;
- Progress and final payments, and supporting documentation;
- Performance evaluation (see [Exhibit 10-S: Consultant Performance Evaluation](#));
- A&E Consultant Contract form (see [A&E Consultant Contract database](#));
- Accounting records documenting compliance with State and federal administrative requirements;
- Certifications and Conflict of Interest forms ([Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#), all personnel involved in the procurement of the agreement should complete Exhibit 10-T, [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#), and [Exhibit 10-Q: Disclosure of Lobbying Activities](#), as appropriate). Exhibit 10-Q is included in the solicitation and must be completed if the consultant needs to disclose any lobbying activities.

Retention Clauses

At the option of the LPA, a retention clause may be included in the consultant contract. A retention clause in the consultant contract is recommended (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article VIII).

Review of Local Public Agency Actions

Federal-aid or state reimbursement is contingent on meeting the federal or state requirements and can be withdrawn, if these procedures are not followed and documented. The LPA files are to be maintained in a manner to facilitate future FHWA or Caltrans process reviews and audits. As specified in the Review and Approval of Contracts above, the Contract Administrator must review the proposed consultant contract before execution.

The A&E Consultant Contract form is to be completed prior to award, or after contract award but no later than the first invoice. A copy of this form must be retained in the LPA project files.

10.1.9 Miscellaneous Considerations

Agreements with Other Governmental Agencies

Intergovernmental or inter-entity agreements are encouraged if appropriate. If another governmental agency is requested to do work or provide services to an agency, an interagency agreement is needed (2 CFR 200, PCC 10340, and California Government Code 11256).

Small Purchase Contracts

Contracts that are less than \$250,000 are considered small contracts in accordance with federal regulations. However, within the State of California, there is no recognized small purchase procedure and all A&E contracts are procured using qualifications based selection and not cost. For federal contracts that are less than \$250,000 and are not anticipated to exceed this amount, the agency must use either [Section 10.2: State-Only Funded A&E Contracts](#) or the federal guidance for contracts greater than \$250,000. If the contract is anticipated to exceed \$250,000, use one of the accepted procurement procedures listed in the previous sections. Small contracts using the simplified acquisition procedure (see Section 10.2: State-Only Funded A&E Contracts) must not exceed \$250,000 or the additional costs are considered not reimbursable. The entire contract could also be considered ineligible by FHWA depending on circumstances. The scope of work, project phases, and contract requirements must not be broken down into smaller components to permit the use of small purchase procedure. DBE requirements apply for all federally-funded projects.

Noncompetitive Negotiated Contracts (Sole-Source)

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3)).

FHWA considers these types of contracts as Sole Source contracts and should be used only in very limited circumstances. An Exhibit 12-F prepared by the LPA and approved by Caltrans is required before establishing these services (23 CFR 172.7(a)(3); also see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding/A&E Noncompetitive](#)).

Conditions under which noncompetitive negotiated contracts may be acceptable include:

- Only one organization is qualified to do the work;
- An emergency exists of such magnitude that cannot permit delay;
- Competition is determined to be inadequate after solicitation of a number of sources.

The LPA must:

- Follow its defined process for noncompetitive negotiation;
- Develop an adequate scope of work, evaluation factors, and cost estimate before solicitation;
- Conduct negotiations to ensure a fair and reasonable cost.

The LPA must carefully document details of the special conditions, obtain Caltrans approval on the [Exhibit 12-F: Cost Effectiveness / Public Interest Finding / A&E Noncompetitive](#) and retain all documents in the project files for future Caltrans' or FHWA's review.

Retaining a Consultant in a Management Support Role (CMSR)

An LPA may retain a qualified CMSR on its staff in professional capacities for federal-aid projects such as:

- A City Engineer (or equivalent) who manages the engineering unit for the city, providing oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the city.

- A County Engineer (or equivalent) who manages the engineering unit for the county such as duties described above.
- A Project Manager (or equivalent) who manages and oversees a project, series of projects, or the work of other consultants and contractors on behalf of the public agency.
- A Program Manager (or equivalent) who manages and oversees an element of a highway program, function, or service on behalf of the public agency.

However, typically a CMSR is not:

- A consultant engineer performing project-specific design, and/or construction contract administration and construction engineering for the public agency.
- A consultant providing support to administrative duties such as federal authorization process, labor compliance activities, and other management and administrative tasks.

The use of a CMSR should be limited to unique or very unusual situations. These situations require a thorough justification as to why the LPA cannot perform the management. Consultants used in management support roles must be selected using the same procedures as those for other consultants specified in this chapter. A CMSR funded by local or state funds must have approval from FHWA to be considered qualified to manage federal projects or consultants providing services on federal projects.

Eligibility for federal or state reimbursement for a CMSR requires the following:

- Compliance with the selection procedures specified in this chapter;
- Existence of a contract between the LPA and the consultant specifying the LPA engineering services to be performed;
- Written designation by the LPA of the responsibilities and authority of the consultant as an agency engineer;
- For a federal-aid project, completion of [Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#) by all panel members (both consultants and employees) prior to participating in the A&E Selection Panel pertaining to the specific selection process and the firms being considered;
- Selection of consultants for A&E management positions must be by the use of qualification-based selection procedures on an open and competitive basis resulting in a contract with defined beginning and ending dates not to exceed five (5) years;
- For a federal-aid project, the LPA's CMSR must not:
 - Participate in, or exercise authority over the A&E selection process, if that consultant's firm is one of the proposing firms, or subconsultant to a proposing firm;
 - Participate in, or exercise authority over management of work performed by the consultant's firm, or to a consultant's firm of which the LPA consultant firm is a subconsultant. This would include, but not be limited to, managing or directing the work, approving changes in the schedule, scope, or deliverables, and approving invoices.
 - Apply for or receive reimbursement of federal-aid funds for the LPA's federal-aid project if either of the foregoing has occurred. However, reimbursement for the

construction contract portion of the project will still be allowed provided all other federal-aid requirements have been met.

- Where benefiting more than a single federal-aid project, allocability of consultant contract costs for services related to a management support role must be distributed consistent with the cost principles applicable to the contracting agency in 23 CFR 172.7(b)(5).

If engineering services for a project are within the scope of the services described in the retained consultant's contract, these services may be performed by the person or firm designated as an agency engineer. If the services are not within the scope, eligibility for federal reimbursement for these services require a new consultant contract to be developed using the selection procedures in this chapter. Retained consultants involved in the preparation of the RFP or RFQ must not be considered in the selection of consultants for the resulting project specific work.

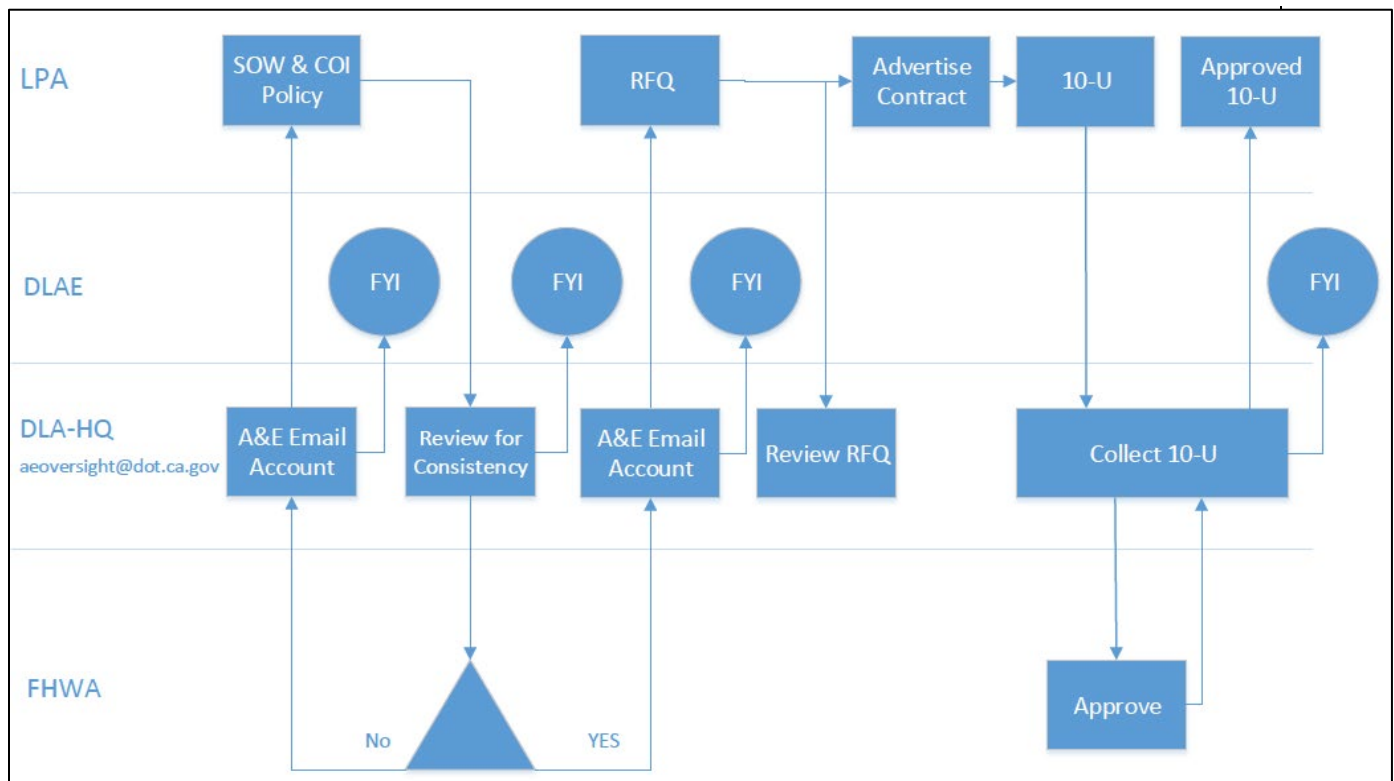
When a CMSR is procured with federal-aid funds, the LPA (subgrantee) must fully comply with the following:

- Subparagraphs of 2 CFR 200.318 maintain a contract administration system and maintain a written code of standards. No employee, officer, or agent of the subgrantee must participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- Subparagraph of 23 CFR 172.7(b) requires that the LPA must receive approval of the CMSR from FHWA.
- Liability insurance should normally be required from the consultant (errors and omissions, etc.).

For federally-funded projects, LPAs that solicit to hire A&E consultant(s) in a management support role must obtain FHWA approval prior to contract execution.

In order for a contract for a CMSR to be federally eligible, the following are required prior to contract execution:

- The LPA must submit a request for approval via email, the Scope of Work (SOW) and Conflict of Interest (COI) Policy to the Division of Local Assistance-Headquarters (DLA-HQ) at aeoversight@dot.ca.gov, prior to contract advertisement.
- Once the LPA receives FHWA's written response, the LPA may need to revise the documents reflecting FHWA's opinions and can proceed with the RFQ.
- **Before award**, the LPA must submit the completed [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) to DLA-HQ at aeoversight@dot.ca.gov. LPA will receive FHWA's approved [Exhibit 10-U](#) via email. **FHWA approval required prior to award.**



Construction Engineering Services

Under federal-aid regulations and state policy, the primary responsibility for general supervision of construction must remain with the LPA. The LPA must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project.

All construction engineering activities performed by a consultant must be under the overall supervision of a full-time employee of the agency who is in responsible charge. These activities may include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. The construction engineering consultant's contract defines the relative authorities and responsibilities of the full-time employee of the LPA in charge of the project and the consultant's construction engineering staff.

10.1.10 Program Management

According to 23 CFR 172.5, LPAs are required to adopt written policies and procedures prescribed by Caltrans. As such, the LPA must adopt Caltrans Local Assistance Chapter 10: Consultant Selection, which contain the A&E policies and procedures.

To meet this requirement, LPAs are required to email and provide one of the following documents to the DLA Office of Guidance and Oversight (OGO) at aeoversight@dot.ca.gov:

1. A Board Resolution showing that the LPA is adopting Caltrans LAPM Chapter 10; OR
2. An official letter signed by the LPA's Public Works Director or equivalent manager addressed to the DLA OGO Office Chief, stating that the agency is adopting Caltrans LAPM Chapter 10

The DLA Consultant Selection and Procurement [website](#) includes an example of the adoption [resolution](#) and [letter](#). These examples are for reference only; the appropriate language to be used is determined by the individual agency.

LPAs are responsible for providing all resources necessary for the procurement, management, and administration of A&E consultant contracts including subcontracts. Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;

- Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;
- Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;
- Closing-out a contract;
- Retaining supporting programmatic and contract records, as specified in 2 CFR 200.334 and the requirements of this part;
- Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
- Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and
- Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

10.1.11 References

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirement, and Audit Requirements for Federal Awards
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
<https://www.govinfo.gov/app/details/CFR-2013-title2-vol1/CFR-2013-title2-vol1-part215/context>
- 23 U.S.C.112 Letting of Contracts
<https://www.govinfo.gov/app/details/USCODE-2021-title23/USCODE-2021-title23-chap1-sec112/context>
- 23 CFR Part 172 Procurement, Management, and Administration of Engineering and Design Related Services
<https://www.ecfr.gov/current/title-23/chapter-I/subchapter-B/part-172>
- 40 U.S.C. Chapter 11 Brooks Act
<https://www.govinfo.gov/app/details/USCODE-2021-title40/USCODE-2021-title40-subtitle-chap11/context>
- 41 CFR Public Contracts and Property Management
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab_02.tpl
- 41 U.S.C. Public Contracts
<https://www.govinfo.gov/app/details/USCODE-2020-title41/context>
- 48 CFR Part 15 – Contract By Negotiation
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-15>
- 48 CFR Part 31 – Contract Cost Principles and Procedures
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-31>
- 48 CFR Part 16 – Types of Contracts
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-C/part-16>
- 48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-27/subpart-27.3>
- 48 CFR 31.201-3 – Determining Reasonableness
<https://www.ecfr.gov/current/title-48/chapter-1/subchapter-E/part-31/subpart-31.2/section-31.201-3>
- 48 CFR, Chapter 99 - Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget
<https://www.ecfr.gov/current/title-48/chapter-99>
- 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs
<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>
- American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide
<https://transportation.org/audit/>

Caltrans Division of Procurement and Contracts Website

<http://www.dot.ca.gov/dpac/index.html>

California Labor Code, Section 1775

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB§ionNum=1775

California Government Code Sections 4525 through 4529.5 and Sections 4529.10 through 4529.20

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=

California Government Code Sections 4529.10 through 4529.20

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.1.&article=

Government Auditing Standards (GAS) issued by the United States Government Accountability Office

<http://www.gao.gov/yellowbook/overview>

Government Code Sections 4525 through 4529.5 and Sections 4529.10 through 4529.20

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=10.&article=

Standard Environmental Reference (SER)

<http://www.dot.ca.gov/ser/>

10.2 STATE-ONLY FUNDED A&E CONTRACTS

10.2.1 General

LPAs are required to follow all applicable local and state regulations including those listed in LAPM Chapter 10 in accordance with their State Master Agreement. Although the requirements listed in this section are minimum requirements, the LPA must use good engineering judgment and best practices to document their processes and procedures when procuring A&E contracts utilizing qualifications based selections. LPAs using local funds to procure an A&E Consultant on a state-only funded project and will not seek state reimbursement for consultant cost may choose not to follow the selection and contracting procedures detailed in Section 10.2: State-Only Funded A&E Contracts of this chapter.

All consultants must comply with 48 CFR 31: Contract Cost Principles and Procedures. Also, consultants and LPAs must comply with 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318-200.326 Procurement Standards (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance).

Agency state-only funded (SOF) agreements must contain the required federal fiscal provisions from 2 CFR 200 in all Division of Local Assistance funded agreements. [Exhibit 10-R: A&E Boilerplate Agreement Language](#) contains 2 CFR 200 requirements and may also be used in SOF agreements. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

All proposed A&E contracts and supporting documents (including state-only funded) are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government and required to follow [Section 10.1.3 A&E Consultant Audit and Review Process](#).

For consultant contracts, procured with local or state funds, to provide services for federal-aid projects, or to oversee or manage other consultants providing these services, the Consultant in Management Support Role process must be completed to be eligible for reimbursement. Refer to [Section 10.1.9 Retaining a Consultant in a Management Support Role \(CMSR\)](#).

DBE contract goals are not required for state-only funded contracts.

This guidance is for contracts utilizing state funds only. If any federal funds are added or reimbursed, the federal process must be followed.

Non-A&E consultant contracts reference [Section 10.3: Non-A&E Contracts](#).

Reference: California Government Code Title 1, Division 5, Chapter 10, Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms §4525-4529.5.

10.2.2 Definition of A&E

Architectural, landscape architectural, engineering, environmental, and land surveying services includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

Construction project management means those services provided by a licensed architect, registered engineer, or licensed general contractor. Any individual or firm proposing to provide

construction project management services must provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

Environmental services mean those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws.

Reference: California Government Code §4525-4529.5 and 4529.10-4529.20

10.2.3 Minimum Audit Requirements

A. Written Procedures

Local agencies shall follow the minimum requirements listed below in addition to any local laws and regulations.

California Government Code §4526

B. Conflict of Interest

The LPA must develop and maintain a written code of conduct governing the performance of its employees engaged in the award and administration of state-funded contracts, including the prevention of conflicts of interest.

California Government Code §4526, §1090, §4529.12

C. Records

Local agencies shall keep adequate records of all contracts including the procurement, project management, accounting, and financial administration.

California Government Code §4529.14, §4006

D. Full & Open Competition

All A&E contracts shall be procured through a qualifications-based selection utilizing open and fair competition. Evaluate at least three consultants using published evaluation criteria and rank these firms in order of preference. If less than three consultants are evaluated, provide justification for agency file.

California Government Code §4526, §4527, §4529.12

E. Selection Basis

Selection of a firm shall be based on qualifications and the order of ranked preference.

California Government Code §4526, §4527

F. Publication

Solicitations for A&E contracts shall be in a manner that is open and competitive.

California Government Code §4527

G. Solicitation

The solicitations shall include published evaluation criteria to rank in order of preference. Clearly define expectations in the solicitation in order to evaluate firms.

California Government Code §4527

H. Cost Analysis

An independent cost comparison to the consultant's cost proposal shall be done in order to ensure the contract is negotiated at a fair and reasonable price.

California Government Code §4528

I. Negotiations

Negotiations must be documented to verify a fair and reasonable contract has been executed using public funds.

California Government Code §4528

J. Audit and Review Process

A&E contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits. All agencies shall follow the Audit and Review Process as stated in [Section 10.1.3: A&E Consultant Audit and Review Process](#).

[Financial Document Review Request form](#)

California Government Code §4529.14, 2 CFR 200

K. A&E Consultant Contract Form

The A&E Consultant Contract form must be completed and submitted in the A&E Consultant Contract database at <https://dla.dot.ca.gov/fmi/webd/AE%20Consultant%20Contract%20Form> (please use Firefox or Chrome if not supported by your browser) prior to contract award, or after contract award but no later than the first invoice for all new state-only funded A&E consultant contracts.

If there are any changes requiring an amendment to the contract after submittal of the A&E Consultant Contract form, the LPA must submit an updated form to the A&E Consultant Contract [database](#) prior to the first invoice after the contract has been amended. Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

Reference: LAPM Ch.10.2

CA Government Code References

California GOV §1090

(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.

(b) An individual shall not aid or abet a Member of the Legislature or a state, county, district, judicial district, or city officer or employee in violating subdivision (a).

(c) As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.

California GOV §4006

Plans, specifications, work authorizations describing work to be performed, and all other information referred to in this chapter are open to inspection and examination as a public record.

California GOV §4525

For purposes of this chapter, the following terms have the following meaning:

(a) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.

(b) "State agency head" means the secretary, administrator, or head of a department, agency, or bureau of the State of California authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(c) "Local agency head" means the secretary, administrator, or head of a department, agency, or bureau of any city, county, city and county, whether general law or chartered, or any district which is authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.

(d) "Architectural, landscape architectural, engineering, environmental, and land surveying services" includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

(e) "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects.

(f) "Environmental services" means those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws. "Environmental services" also includes the processing and awarding of claims pursuant to Chapter 6.75 (commencing with Section 25299.10) of Division 20 of the Health and Safety Code.

California GOV §4526

Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.

In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of Section 87100.

California GOV §4527

In the procurement of architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, the state agency head shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data.

(a) When the selection is by a state agency head, statewide announcement of all projects requiring architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be made by the agency head through publications of the respective professional societies. The agency head, for each proposed project, shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by him or her, no less than three of the firms deemed to be the most highly qualified to provide the services required.

(b) When the selection is by a local agency head, the agency head may undertake the procedures described in subdivision (a). In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract under this section.

California GOV §4528

(a) When the selection is by a state agency head the following procedures shall apply:

(1) The state agency head shall negotiate a contract with the best qualified firm for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services at compensation which the state agency head determines is fair and reasonable to the State of California or the political subdivision involved.

(2) Should the state agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the agency head determines to be fair and reasonable to the State of California or the political subdivision involved, negotiations with that firm shall be formally terminated. The state agency head shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the state agency head shall terminate negotiations. The state agency head shall then undertake negotiations with the third most qualified firm.

(3) Should the state agency head be unable to negotiate a satisfactory contract with any of the selected firms, the state agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this chapter until an agreement is reached.

(b) When the selection is by a local agency head, the local agency head may undertake the procedures described in subdivision (a).

California GOV §4529

This chapter shall not apply where the state or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest.

California GOV §4529.12

All architectural and engineering services shall be procured pursuant to a fair, competitive selection process which prohibits governmental agency employees from participating in the selection process when they have a financial or business relationship with any private entity seeking the contract, and the procedure shall require compliance with all laws regarding political contributions, conflicts of interest or unlawful activities.

California GOV §4529.14

Architectural and engineering services contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits as necessary to ensure contract services are delivered within the agreed schedule and budget.

California GOV §4529.20

This act seeks to comprehensively regulate the matters which are contained within its provisions. These are matters of statewide concern and when enacted are intended to apply to charter cities as well as all other governmental entities.

Federal Highway Administration Memorandum 2 CFR Part 200
Implementation Guidance 12/4/2014**Attachment A: FHWA 2 CFR Part 200 Uniform Guidance – Questions and Answers**

Question 21: “Will the FHWA/USDOT provide a waiver of the requirements in 2 CFR 200.317 for subrecipients to comply with State procurement requirements or other policies and procedures approved by the State (200.317)?”

Answer: Yes. The USDOT requested and received an OMB waiver of the requirements in 2 CFR 200.317 concerning procurement by subrecipients. This waiver provides an exception to the requirement for all subrecipients of a state to follow the procurement requirements in Sections 200.318 through 200.326. The waiver will allow States and subrecipients to continue to use state-approved procurement procedures as they did under part 18 prior to the adoption of the Uniform Guidance.

10.3 NON-A&E CONTRACTS

Scope

This section covers the procurement requirements for the services that are not included in [Section 10.1 Federally-Funded A&E Contracts](#) and [Section 10.2 State-Only Funded A&E Contracts](#). This guidance is for contracts utilizing federal-aid funds and state funds. Federal regulations refer to state and local regulations for non-A&E type contracts. Although LPAs are required to follow 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for all contracts, the Procurement Standards section 200.318-200.326 is exempt. The guidance in this section follows the established regulations in the California Public Contract Code (PCC). Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

LPA must designate one person within the LPA as a contract manager.
(PCC 10348.5)

LPAs using local funds to procure non-A&E Consultants on a federal-aid funded or state-only funded project and will not seek federal or state reimbursement for consultant costs may choose not to follow the selection and contracting procedures detailed in Section 10.3: Non-A&E Contracts of this chapter.

Determining Non-A&E

After identifying that there is a need for consulting services, the LPA must determine that the services needed are more of a technical nature and involve minimal professional judgement and that requiring a cost proposal would be in the public's best interest. These type of consultant services that are not directly related to a highway construction project or that are not included in the definition of engineering and design-related services are considered non-A&E. The services must not be included in [Section 10.1.1: Definition of Architectural and Engineering Consultant](#) and [10.2.2: Definition of A&E](#).

The determining factor is whether the services being procured are related to a specific construction project and whether the services require work to be performed, provided by, or under the direction of a registered engineer or architect.

Example of Determining Non-A&E

Material testing has been requested to ensure quality assurance on a construction project. The service includes only performing the material test and providing material test data. Although the service is related to a construction project, the overall service did not provide an evaluation or a discipline report. In this example, the LPA can determine that the service provided is more of a technical nature and is therefore a non-A&E service.

The following is a list of the more common non-A&E services:

- Right-of-Way Appraisal
- Right-of Way acquisition activities
- Conducting public outreach during environmental clearance or construction
- Active Transportation Program educational and outreach activities
- Intelligent Transportation System (ITS)

- Non-Infrastructure
- Local Roadway Safety Plan (LRSP) associated with Highway Safety Improvement Program (HSIP)-funded projects
- [Traffic Counts](#)
- [Speed Surveys](#)

Intelligent Transportation System (ITS) Projects

Intelligent Transportation System (ITS) means electronic, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system. ITS projects are those that in whole or in part, fund the acquisition of technologies or systems of technologies that provide significant contributions to the provision of one or more ITS user services as defined in the National ITS Architecture.

The federal-aid procurement regulations identify three possible contract procurement procedures for ITS projects including engineering and design related services (A&E), construction, and non-engineering/non-architectural (non-A&E).

If ITS projects include physical installation of field devices and/or communications infrastructure, such as new traffic signals, new controller cabinets, changeable message signs, radio and computers, vehicle detectors, and conduits for cabling in the roadway, then that work and required equipment usually meets the definition of construction. The construction contract must be procured based on competitive bidding. If the ITS project involves software development, system integration, hiring engineers, and specialists for ITS design and installation support, inspection, design documentation, training and deployment, it may be considered an engineering and design services contract and the contract must be procured as an A&E consultant contract. If the scope of work is unclear as to whether it is an A&E type of work, contact aeoversight@dot.ca.gov for assistance.

However, if an ITS project does not meet either the definition of construction or engineering and design services, then the contract may be considered to be a non-A&E consultant contract.

Examples of non-A&E consultant contracts are:

- The procurement of hardware and software associated with incident management system;
- Software systems for arterial and freeway management systems;
- Operating the 511 traveler information service;
- Nonprofessional services for system support such as independent validation and verification, testing and specification development;

For more information regarding Intelligent Transportation Systems (ITS) Program procurement requirements, refer to [LAPG Chapter 13: Intelligent Transportation Systems \(ITS\) Program](#).

Non-Infrastructure Projects

Non-infrastructure (NI) projects are those transportation-related projects that do not involve either engineering design, Right-of-Way acquisition (for additional guidance refer to [LAPM Chapter 13: Right of Way](#)), or the eventual physical construction of transportation facilities.

Procurement of non-A&E consultant contracts associated with non-infrastructure projects must follow Non-A&E procurement procedures described in this chapter. For more information on NI projects, refer to [LAPM Chapter 3: Project Authorization](#).

Governing Regulations and Codes for Non-A&E

When procuring non-A&E services with federal-aid funds, LPAs must comply with 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections 200.318-200.326 Procurement Standards (reference FHWA December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A). LPAs must follow the same policies and procedures that the State uses for procurement with its non-Federal funds. When procuring non-A&E services with federal-aid and state-only funds, the governing procurement code is California Public Contract Code 10335-10381.

Procurement of Non-A&E Consultant Contracts

All non-A&E procurements contracts must be conducted in a manner providing full and open competition consistent with federal and state standards. LPA must meet the code of conduct governing the performance of its employees engaged in the award and administration of federal-aid and state-funded contracts, including the preventions of conflict of interest in PCC 10410.

The following are the fundamental rules when procuring a non-A&E consultant contract.

1. The request for proposal (RFP) must not limit the competition directly or indirectly to any one consultant. The RFP must be publicized, and all evaluation factors and their relative importance identified (PCC 10339).
2. Splitting a single transaction into a series of transactions for the purpose of evading the procurement requirements is not allowed (PCC 10329).
3. LPA must secure at least three competitive proposals for each contract. (PCC 10340) When receiving less than three proposals, refer to the [Cost-Effective/Public Interest Finding](#) in this section as an alternative to re-advertisement.
4. No proposals must be considered which have not been received at the place, and prior to the closing time as stated in the RFP (PCC 10344(a)).
5. LPA must have a written procedure for evaluating proposals (PCC 10344).

RFP Basic Requirements

There are two general types of consulting service contract solicitations:

- A. Request for Proposal using Cost only
- B. Request for Proposal using Cost and Qualifications

The LPA must include the following in the request for proposal:

- A. A clear, precise description of the work to be performed or services to be provided.
- B. Description of the format that proposals must follow and the elements they must contain.
- C. The standards the agency will use in evaluating proposals. This includes qualifications and certifications if applicable.
- D. The date the proposals are due.

- E. The procurement schedule that the LPA will follow in reviewing and evaluating the proposals.

(PCC 10344)

Additional Requirements and Evaluation Criteria

Additional Requirements for Request for Proposal using Cost only

- A. LPA must require consultants to submit their proposals and cost in a separate, sealed envelope.
- B. LPA must determine those that meet the format requirements and the standards specified in the request for proposal.
- C. The sealed envelopes containing the price and cost information for those proposals that meet the format requirements and standards must then be publicly opened and read.
- D. Contract must be awarded to the lowest responsible consultant meeting the standards.

(PCC 10344(b))

Additional Requirements for Request for Proposal using Cost and Qualifications

- A. LPA must include in the proposal the description of the evaluation and scoring method. Substantial weight in relationship to all other criteria utilized must be given to the cost amount proposed by the consultant.
- B. LPA must determine those that meet the format requirements specified in the RFP.
- C. LPA evaluation committee must evaluate and score the proposals using the methods specified in the RFP. All evaluation and scoring sheets must be available for public inspection after the committee scoring process. Evaluation committee should comply to the prevention of conflict of interest in PCC 10410.
- D. The non-A&E contract must be awarded to the consultant whose proposal is given the highest score by the evaluation committee.

(PCC 10344(c))

When using RFP (Cost and Qualifications), the criteria used to evaluate the consultant's proposals must have a logical foundation within the scope of work or within other technical requirements contained in the RFP. Each criterion must have a weight or level of importance, and it is recommended that total possible score for the evaluation criteria be one hundred (100) points. The proposed cost should be at least thirty percent (30%) of total points in evaluation criteria.

An example RFP for non-A&E is provided on the DLA Consultant Selection and Procurement website at <https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/ae/files/rfp-example-non-ae.docx> and may be modified.

Submission of the A&E Consultant Contract form is not required for non-A&E consultant contracts.

Consultant's Proposal

The consultant's proposal should include the following information:

- Consultant Project Manager – qualifications, roles, and responsibilities.

- Methodology - description of work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.
- Workplan and Work Schedule - the technical proposal should include activities and tasks, and their delivery schedule.
- Personnel - List of personnel who will be working on the project, and their resumes.
- Facilities and resources (If applicable) - Explanation of where the services will be provided and what type of equipment is needed to perform services.
- Subcontracts - Identify all subcontracts that are to be used, description of each, and the work by each subconsultant/subcontractor. No work must be subcontracted unless listed in the technical proposal. Subconsultant resumes should be provided.
- References - The technical proposal should provide at least three (3) clients for whom the proposer has performed work of similar nature to the request.

Cost Proposal Worksheet

The RFP should provide a standard format for cost proposal that all proposers must include in their proposal. The cost proposal format can be broken down by specific tasks, showing hourly labor rates, level of effort and material, and/or by milestones and deliverables.

LPA is not required to award a contract if it is determined that the contract price is not reasonable (PCC 10340(c)).

DBE Consideration

DBE consideration is required on all federal-aid funded contracts including non-A&E.

Administrative Requirements

Advertisement for RFPs may be through the LPA website, local publications, and national publications. Minimum solicitation time is 14 calendar days. The solicitation should inform potential qualified consultants that questions must be submitted in writing to the Agency Contract Manager/Administrator by a specified date and time. All pertinent technical information and answers to consultant's questions must be provided to all potential consultants. Written responses to all questions will be collectively compiled and provided as an addendum.

A proposal may be considered nonresponsive and rejected without evaluation if all required information is not provided. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation (see [Exhibit 15-H: Proposer/Contractor Good Faith Efforts](#)), late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and must be rejected. Submittal of additional information after the due date must not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

No consultant who has been awarded a consulting service contract may be awarded a subsequent contract for the services or goods which are required as an end product of the consulting service contract, unless the subcontract is no more than 10 percent of the total monetary value of the consulting services contract. Excludes A&E contracts.

(PCC 10365.5)

Contracts may be modified or amended only if the contracts so provide. Amendments must be requested and executed prior to the termination date of the most recently approved original or amended contract. All records of contract activities must be kept for three years after federal final voucher E-76 or state final voucher for State-Only funds. Costs are reimbursable after state allocation by the California Transportation Commission (CTC) and/or the issuance of the federal E-76. The per diem rate must not exceed the state rate. Contract Managers are responsible for monitoring expenditures on all contracts and verifying categories of work that require prevailing wage. A person in Responsible Charge of contract management is required for all federally-funded projects.

Oral Presentations Optional

When oral presentations are required by the LPA, the evaluation criteria must include factors/sub-factors and weights used to score the proposers performance at the oral presentation. The evaluation committee will only be able to score each proposer based upon these criteria. The Contract Manager/Administrator should develop a set of questions related to the scope of work or the project to be asked during the evaluation committee question and answer (Q & A) section of the oral presentations. All proposers are asked the same questions for consistency.

The committee must also evaluate reference checks and other information gathered independently. Reference checks must be completed, and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

Cost-Effective / Public Interest Finding

A minimum of three proposals must be evaluated to establish effective competition. Any agency that has received less than three proposals on a contract must document the names and addresses of the firms or individuals it solicited for proposals. Prepare an explanation as to why less than three proposals were received. When only two proposals are received, a justification must be documented to proceed with the procurement. When only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) ([Exhibit 12-F: Cost-Effectiveness/Public Interest Finding/A&E Noncompetitive](#)) must be documented. In either case, the re-advertisement of the RFP should be considered as an option. Retain document as supporting documentation in the contract file.

(PCC 10340(c))

Protest / Appeals / Reinstatement Procedures

Both state and federal regulations require well-defined protest/reinstatement procedures. It is essential that the procedures include a reasonable opportunity for the prospective consultant to present his/her case. The appeals procedures strengthen the process by which the contracting agency reaches its ultimate goal and helps defend its action against a claim of lack of due process. A termination clause and a provision for settlement of contract disputes are required. Protest procedures and dispute resolution processes should be in accordance with PCC 10345.

10.4 A&E OVERSIGHT PROGRAM AND PROCESS REVIEW

General

The A&E Oversight Branch is responsible for the oversight of consultant contracts procured by LPAs complying with federal regulations 23 CFR 172 and 23 U.S.C.112, and state regulations California Government Code 4525-4529.5.

For locally-administered federal-aid highway projects, A&E consultant contract oversight reviews will be performed by Caltrans' Local Assistance A&E Oversight Engineers (A&EOEs). DLAE staff should participate in the reviews.

Type of Reviews

The purpose of A&E consultant contract oversight reviews is to verify LPA compliance with federal and state consultant contract administration requirements. A risk-based approach has been identified by the A&E branch to aid LPAs with compliance that includes requiring agencies to complete and submit the A&E Consultant Contract form prior to contract award, or after contract award but no later than the first invoice. The objective is to create a database documenting all consultant contracts and to perform process reviews on a sample of contracts for the annual performance measures report.

Although the risk-based approach is the submittal of the A&E Consultant Contract form via the database, a process review may be conducted on projects for reporting purposes and to determine accuracy of the A&E Consultant Contract form information.

A&E Consultant Contract Form Review

The purpose of the A&E Consultant Contract form is to provide oversight and guidance to an LPA regarding consultant contract administration on a federal or state-funded project prior to the award of the contract. The A&E Consultant Contract form includes items considered critical for compliance with federal and state regulations.

Subsequent process reviews may be performed on selected state and/or federal projects requiring a greater degree of oversight if deemed necessary for agencies with a noncompliance history.

The following factors may be used when selecting projects for subsequent review:

- LPAs with identified deficiencies during an Incurred Cost Audit
- Projects administered by agencies with previous sanctions/findings
- Lack of experienced/trained LPA personnel
- Request by LPA or DLAE for additional assistance

During subsequent process reviews, the A&EOE will meet with the LPA's consultant contract administration team and discuss project record documentation requirements using the A&E Consultant Contract form. The timing of these types of reviews is targeted for pre-advertisement, pre-negotiations, and pre-award of the consultant contract. This will allow for any changes to take place prior to execution or termination of negotiations for re-advertising. The A&EOE will also explain new policies or procedures, discuss available training, and highlight common problem areas and the means to avoid them.

Review Findings and Deficiencies

Caltrans will not be involved in most project-level reviews and approval activities. Instead, the Process Review as outlined in this section is Caltrans' primary method of ensuring that federal and state requirements are met. During a Process Review of the LPA's project files, errors and/or deficiencies that may violate federal or state law or regulation could be found. If that happens, federal and/or state funds may be withdrawn from a project depending on the severity and circumstance of the deficiency, as well as the possibility of jeopardizing future federal and/or state funding opportunities for the agency's other projects.

It is important to note that the formal process review is not the only method of discovering project deficiencies. Errors or deficiencies are discovered occasionally as part of the normal routine of processing project submittals by DLAEs or DLA Area Engineers.

Review findings from any subsequent reviews will be forwarded to the LPA and the DLAE within five business days. Deficiencies identified during a review may require development of a corrective action plan by the LPA in consultation with the district within 30 calendar days of receipt of the deficiency notification, unless the agency disagrees with the deficiencies identified and appeals the decision as discussed below.

A list of common A&E consultant procurement-related deficiencies is found at the DLA Consultant Selection and Procurement [website](#). These examples, not all-inclusive, should assist LPAs with knowing common deficiencies found in the past and the possible ramifications for those errors and deficiencies. The key to avoiding possible sanctions is to follow the procedures outlined in this chapter and other appropriate policies and guidelines, and if you have any questions, to consult your DLAE.

Corrective action plans, if required, will identify actions the LPA will take to address each deficiency noted. Corrective actions may include the following: Re-advertising, modifications of LPA policies and procedures, and participation in training to address systemic related deficiencies. Project-specific issues may require additional measures to remedy deficiencies to ensure compliance with federal and state requirements and ensure reimbursement eligibility. Corrective action plans must also include timelines for each action to be implemented. Failure to provide and implement corrective actions may result in sanctions or federal/state ineligibility notices against the project or LPA and could prevent federal or state participation in all or a portion of the project.

In the event the LPA disagrees with the deficiencies identified, the LPA will have 30 calendar days from receipt of the deficiency notification to submit their written request for appeal in accordance with the DLA's [Local Agency Dispute Resolution Process](#). If the appeal is denied, the LPA will have 30 calendar days from receipt of the decision to submit their corrective action plan.

The Dispute Resolution Process provides a means for the LPA to appeal a sanction that they feel has been imposed upon them unfairly or they feel the penalty is too harsh for the error or deficiency. This appeal process is not limited to just the appeal of sanctions; it can be used by LPAs when they disagree with the decision, they receive from a district office.

10.5 SANCTIONS

Depending on the severity and circumstances of the deficiencies which may require sanctioning by Caltrans, the DLA or DLAE may impose one of the following sanctions:

- Freeze on all future programming of federal or state funds until corrective action is implemented
- Freeze progress payments for a federal-aid project until the project's deficiency is corrected
- Percentage of federal or state funds for a project withdrawn
- All federal or state funds withdrawn from a project

The DLAE will be responsible for notifying the LPA of sanctions imposed. Whether or not sanctions are imposed against an LPA, the LPA will be expected to develop a corrective action plan and implement it to correct the deficiencies. LPAs will be given adequate time to develop and implement their action plan. Failure to correct the deficiencies in a timely manner will be grounds for imposing additional sanctions



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Authorizing the Execution of a First Amendment to Consulting Services Agreement with RCH Group, Planning & Environmental Consulting, Inc.

MEETING DATE: February 20, 2024

EXECUTIVE SUMMARY

The proposed item would authorize the City Manager to execute the First Amendment to the Consulting Services Agreement with RCH Group, Planning & Environmental Consulting, Inc. for preparation of CEQA Review and related services for the Oakstone Northern California Expansion Project at the Linde plant located at 2000 Loveridge Road.

FISCAL IMPACT

Prior to this meeting date and any negotiation or execution of the consultant contract requests, Linde Inc. has provided the requested funds to cover the cost. Linde Inc. has an existing executed reimbursement agreement. As such, there is no fiscal impact to the City.

RECOMMENDATION

Staff recommends the City Council adopt the Resolution authorizing the City Manager to execute the First Amendment to the Consulting Services Agreement with RCH Group, Planning & Environmental Consulting, Inc. for preparation of CEQA Analysis and related services for the Oakstone Northern California Expansion Project.

BACKGROUND

The proposed project consists of development applications for a Use Permit, Design Review and Variance for the Oakstone Northern California Expansion Project at Linde's existing facility located at 2000 Loveridge Road. The proposed development project will result in the expansion of Linde's Northern California industrial gas market by building a new plant which will involve installation of an air separation unit system, including a distillation tower, heat exchanger cold box, storage tanks, air compressor and auxiliary equipment, at its existing facility. The new facility will expand Linde's current production of liquid nitrogen, oxygen, and argon.

The project also includes on-site circulation improvements to provide a 25-foot drive aisle through the parcel to the project site and expansion of the existing plant on the parcel near the entry/exit on to Loveridge Road.

Due to the complexity of the project and the required environmental assessment, the City executed a contract with RCH Group, Planning & Environmental Consulting, Inc. for preparation of CEQA Analysis documents and related services in the amount of \$72,667.

On December 12, 2023, two hours before a scheduled and duly publicized public hearing for the Planning Commission to consider the proposed project, Adams Broadwell Joseph & Cardozo on behalf of Safe Fuel and Energy Resources California ("SAFER CA") submitted a comment letter on the project. RCH Group, Planning & Environmental Consulting, Inc. has spent additional time preparing responses to the comments received and is expected to continue providing staff support for environmental review. Additional funds are therefore required for their additional services and to continue processing the applications.

The previous contract for CEQA Consultant fees was for a total of \$72,667. The proposed amendment to the contract will increase it by the following: a) \$24,820 for additional CEQA Consultant Fees; b) \$21,800 for staff related processing and project review fees; c) \$14,360 for contingency reserve funds, for a total contract budget of \$133,647.

SUBCOMMITTEE FINDINGS

The item was not presented to a subcommittee.

STAFF ANALYSIS

Staff has determined that the IS/MND prepared by RCH Group, Planning & Environmental Consulting, Inc. pursuant to CEQA and preparation of the responses to comments are necessary for the continued processing of the applications.

Staff recommends that the City Council approve the amended contract to allow RCH Group to continue providing CEQA consulting services for the Oakstone Northern California Expansion Project.

ATTACHMENTS:

1. Resolution
2. 1st Amendment Contract and Services Agreement RCH Group
 - a. Attachment 1- Exhibit A — Scope of Services
 - b. Attachment 2- Exhibit B — Compensation Schedule

Report Prepared By: Maurice Brenyah-Addow, Senior Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the Execution of a First)
Contract Amendment for Consultant)
Service Agreement with RCH Group,)
Planning & Environmental Consulting,)
Inc. for the Preparation of CEQA Review)
and Related Services for the Oakstone)
Northern California Expansion Project,)
AP-23-0046 (UP, DR, VA).)

RESOLUTION NO. 24-

WHEREAS, Eugene Gordin of SGE Consulting Engineers on behalf of Linde Inc. (“Developer”) applied for a formal application for the development of the proposed project titled “Oakstone Northern California Expansion Project”, Planning Application No. 23-0046, requesting approval of Use Permit, Design Review and Variance to construct a new air separation facility at its existing plant located at 2000 Loveridge Road to expand Linde’s current production of liquid nitrogen, oxygen, and argon (“Project”); and

WHEREAS, the City selected RCH Group, Planning & Environmental Consulting Inc. from its On-Call CEQA & NEPA Consultants list and entered into contract for environmental review services pursuant to the California Environmental Quality Act (CEQA) (“Consultant”); and

WHEREAS, on May 15, 2023, the City entered into a \$72,667 Consulting Services Agreement (“Agreement”) with Consultant to prepare an Initial Study/Mitigated Negative Declaration (“IS/MND”) for the proposed project; and

WHEREAS, on September 27, 2023, Consultant provided the Draft Initial Study/Mitigated Negative Declaration (“IS/MND”) to the City for review and comment. Subsequently, RCH Group completed the Public Review Draft by addressing comments received in the ISMND; and

WHEREAS, on December 12, 2023, after scheduling a public hearing for the Planning Commission to review the project, a public comment letter on the IS/MND was received about two hours before the hearing which compelled staff to request for a continuance of the hearing to a later date; and

WHEREAS, staff has asked RCH Group to review and respond to the new comment letter; and

WHEREAS, on January 4, 2024, RCH Group submitted a proposal to amend the Consultant Services Agreement for additional \$24,820 to be added to the original \$72,667 for a total of \$97,487 for work involved in review of the comment letter and providing responses; and

WHEREAS the Developer Deposit for Project Evaluation Costs has increased to the sum of \$133,647 with breakdown as follows:

- a) \$97,487 for CEQA Consultant fees,
- b) \$21,800 as City Environmental Review services fees in accordance with the City's Master Fee Schedule effective January 1, 2023, and
- c) \$14,360 as a refundable contingency reserve funds.

WHEREAS, Developer has deposited a sum of \$133,647 sufficient to reimburse the cost of project management and environmental review services provided by RCH Group, Planning & Environmental Consulting, Inc. at the City.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the First Amendment to the Consulting Services Agreement between the City of Pittsburg and RCH Group, Planning & Environmental Consulting, Inc.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 20th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND RCH GROUP PLANNING & ENVIRONMENTAL
CONSULTING, INC. FOR THE PREPARATION OF CEQA REVIEW
AND RELATED SERVICES FOR THE OAKSTONE NORTHERN CALIFORNIA EXPANSION
PROJECT**

THIS First Amendment to the Principal Agreement made and entered into on May 15, 2023, hereafter referred to as Agreement, between RCH Group Planning & Environmental Consulting, a California corporation, therein referred to as Consultant, and the City of Pittsburg, a municipal corporation, therein referred to as City, is made and entered into on this 20th day of February, 2024.

WHEREAS, on May 15, 2023, the parties entered into an Agreement to prepare the Initial Study/Mitigated Negative Declaration ("IS/MND") for the proposed Oakstone Northern California Expansion Project for a total compensation amount not to exceed Seventy-Two Thousand, Six Hundred and Sixty-Seven dollars (\$72,667); and

WHEREAS, the parties desire to add services and increase the compensation accordingly.

NOW, THEREFORE, Consultant and City do mutually agree as follows:

- 1. Compensation.** The first paragraph of Section 2 of the Agreement is hereby amended to read as follows:

City hereby agrees to pay Consultant a sum not to exceed Ninety-four thousand four hundred eighty-seven dollars (\$94,487) as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.
- 2. Exhibit A Scope of Services.** Exhibit A is hereby amended to add Attachment 1 of this First Amendment.
- 3. Exhibit B Compensation Schedule.** Exhibit B is hereby amended to add Attachment 2 of this First Amendment.
- 4. Integration.** This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment.

This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all duties, obligations and conditions required under the Agreement.

- 5. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.
- 6. Ambiguities.** The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.
- 7. Counterparts.** This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.
- 8. Authority.** The person signing this First Amendment for Consultant hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Consultant.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

CONSULTANT:

RCH GROUP, PLANNING &
ENVIRONMENTAL CONSULTING, a
California Corporation

By: _____
Paul Miller, Managing Principal

CITY:

CITY OF PITTSBURG, a Municipal
Corporation of the State of California

By: _____
Garrett Evans, City Manager

APPROVED AS TO FORM:

By: _____
Donna Mooney, City Attorney

EXHIBIT A
Scope of Services

Consultant shall perform the following:

Add an on-site emergency generator to the Project description and revising the relevant sections to analyze potential impacts (e.g., air quality, energy, GHG emissions, noise, etc.).

Provide ongoing coordination between the Linde Applicant team and biological resources subconsultant related to wetlands and avoiding potential impacts.

Modify the Project site plan to avoid wetlands impacts – required graphics revisions for the Initial Study.

Respond to the comments, including creating a new graphic, have internal meetings with City staff, and attend additional Planning Commission meetings. If there is an appeal, draft responses to comments and attend appeal hearing.

EXHIBIT B
Compensation

Table 1. Cost Estimate Oakstone Northern California Expansion Project CEQA Contract Amendment 1		RCH Group																RCH TOTAL COSTS
		Labor Effort											Direct Costs					
										Subconsultants				Other				
		RCH Staff:						RCH HOURS	RCH LABOR COSTS	ECORP Consulting	Sutro Science P.H. & J.T.	Solano Archaeological	Vollmar Consulting	Travel & Misc. Expenses Other direct costs	Total Direct Costs plus			
Employee category bill rate: (\$/hr)		\$135	\$170	\$170	\$100	\$90	\$140										10%	
TASKS:		(Hours per person per task)																
2. Administrative Draft Initial Study Preparation		15	2					17	\$2,365	\$1,400						\$1,540	\$3,905	
5. Response to Comments on CEQA Doc.		52	20	20			8	100	\$14,940							\$0	\$14,940	
6. Public Hearings		12	8	8				28	\$4,340					\$309		\$340	\$4,680	
7. Project Management (including bi-weekly meetings)		7.5	1					8.5	\$1,183					\$102		\$112	\$1,295	
TOTAL EFFORT (Hours)		86.5	31	28	0	0	8	153.5										
TOTAL COSTS (\$)		\$11,678	\$5,270	\$4,760	\$0	\$0	\$1,120		\$22,828	\$0	\$1,400	\$0	\$0	\$411		\$1,993	\$24,820	



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Allocating Additional Funds, Accept the Plans and Specifications, and Awarding Project 3118-Corporation Yard Fueling System Replacement

MEETING DATE: February 20, 2024

EXECUTIVE SUMMARY

Project 3118-Corporation Yard Fueling System Replacement (the “Project”) is for the upgrade of the City’s fueling system at the Environmental Center and installation of monitoring wells at the Corporation Yard that meet requirements set by the California State Water Resources Control Board. If adopted, this resolution will allocate additional funds to the Project, accept the project plans and specifications, and authorize the City Manager to award a construction contract to GEMS Environmental Management Services, Inc.

FISCAL IMPACT

The proposal from GEMS Environmental Management Services, Inc. is \$991,213 for the Project. Funding for construction will be provided by the \$400,000 Building & Fleet Maintenance Fund (Fund 621), \$504,100 Water Operations Fund (Fund 501) and \$504,000 Sewer Operations Fund (Fund 521) previously allocated to the Project,

This resolution will allocate an additional \$255,000 from Water Operations Fund (501) and \$255,000 from Sewer Operations Fund (521).

If approved, the total project budget will be \$1,918,100.

The Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution to allocate an additional \$255,000 from Water Operations Fund (501) and \$255,000 from Sewer Operations Fund (521), accept the plans and specifications, and authorize the City Manager to execute a construction contract for Project 3118 with GEMS Environmental Management Services, Inc. for a total amount of \$991,213.

Staff recommends that the City Council allocate a construction contingency of \$99,121 for any unanticipated costs and contract change orders.

Staff further recommends that the City Engineer be authorized to approve contract change orders in an amount not to exceed 50% of the construction contingency, and the City Manager be authorized to approve change orders in an amount not to exceed the approved project budget.

BACKGROUND

On December 16, 2019, the City Council adopted Resolution No. 19-13729 approving the Five-Year Capital Improvement Program for FY 2019/20-2023/24 and allocating \$400,000 from Building & Fleet Maintenance Fund (Fund 621) to the Project.

On October 18, 2021, the City Council adopted Resolution No. 21-14004 approving the consultant agreement for the design of the Project.

On September 19, 2022, the City Council adopted Resolution No. 22-14167 authorizing the purchase of a 12,000 gallon above ground storage tank from Petroleum Marketing Equipment (PME) and approving and allocating additional funds to the Project.

On June 19, 2023, the City Council adopted Resolution No. 23-14318, approving the Five-Year Capital Improvement Program for FY 2023/24-2027/28, allocating an additional \$239,100 from Water Operations Fund (Fund 501) and \$239,000 from Sewer Operations Fund (Fund 521) to the Project.

On December 4, 2023 staff advertised the Project for construction bids.

Staff received two bid proposals for project construction. The low bid has been checked for arithmetical errors, completeness, and conformance with the bid requirements.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Project objective is to enhance the City's fleet capabilities by upgrading the fueling system at the Environmental Center. This will include the demolition and removal of the existing 1,000 gallon gasoline tank and its associated fuel equipment. The upgraded above-ground storage tank, with a capacity of 12,000 gallons has been partitioned to accommodate 8,000 gallons of gasoline and 4,000 gallons of diesel. Additional components include new piping, construction of a concrete tank pad, a CMU (Concrete Masonry Unit) wall, and the implementation of an automatic sliding entry gate. Installation of monitoring wells at the corporation yard is ongoing to meet the California State Water Resources Control Board Requirement.

Staff is requesting additional funds of \$510,000 to the project to address any unforeseen budgetary shortfall, specifically for the completion of the new fueling system and remediation of the old fuel tank. The fueling system is a crucial infrastructure element that will provide fuel for the City's fleet. It is vital to ensure a reliable fuel supply for City services and the additional funding is essential to guarantee the timely completion of the project.

ATTACHMENTS: Resolution
 Budget Summary

Report Prepared By: Alex Ruiz, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Allocating Additional Funds, Accepting)
the Plans and Specifications and)
Awarding Project 3118-Corporation)
Yard Fueling System Replacement)
Project)

RESOLUTION NO. 24-

WHEREAS, Project 3118-Corporation Yard Fueling System Replacement Project (the "Project") is for the construction of a new Aboveground Storage Tank (AST) fueling system at the Environmental Center; and

WHEREAS, on December 16, 2019, the City Council adopted Resolution No.19-13729 adopting the Five-Year Capital Improvement Program for Fiscal Years 2019/20 through 2023/24 allocating \$400,000 from Building & Fleet Maintenance Fund (Fund 621) to the Project; and

WHEREAS, on October 18, 2021, the City Council adopted Resolution No. 21-14004 approving the Consultant Agreement for the design of the Project; and

WHEREAS, on September 19, 2022, the City Council adopted Resolution No. 22-14167 authorizing the purchase of a 12,000 gallon above ground storage tank from Petroleum Marketing Equipment (PME), and allocating additional funds to the Project; and

WHEREAS, on June 19, 2023, the City Council adopted Resolution No. 23-14318, approving the Five-Year Capital Improvement Program for Fiscal Years 2023/24 through 2027/28, allocating an additional \$239,100 from Water Operations Fund (Fund 501) and \$239,000 from Sewer Operations Fund (Fund 521) to the Project; and

WHEREAS, on December 4, 2023, staff advertised the Project for bids; and

WHEREAS, on December 21, 2023, project construction bids were received and GEMS Environmental Management Services, Inc. was the lowest responsive, responsible bidder with a base bid for a total amount of \$991,213; and

WHEREAS, staff recommends that the City Council accept the plans and specifications; and

WHEREAS, staff recommends awarding the contract to GEMS Environmental Management Services, Inc. in the amount of \$991,213 for the construction of the Project; and

WHEREAS, staff recommends establishing a construction contingency in the amount of \$99,121 for unanticipated costs and contract change orders; and

WHEREAS, staff recommends that the City Engineer or his designee be authorized to approve contract change orders for a total amount not to exceed 50% of the

contingency and the City Manager be authorized to approve change orders for a total amount not to exceed the approved project budget; and

WHEREAS, staff further recommends that the City Council approve and allocate an additional \$255,000 from Water Operations Fund (501) and \$255,000 from Sewer Operations Fund (521).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Pittsburgh hereby accepts the plans and specifications, awards the contract to GEMS Environmental Management Services, Inc., authorizes a construction contingency in the amount of \$99,121, authorizes the City Engineer or his designee to approve contract change orders for a total amount not to exceed 50% of the contingency, authorizes the City Manager to approve change orders for an amount not to exceed the approved project budget.

BE IT FURTHER RESOLVED, that the City Council allocates an additional \$255,000 from Water Operations Fund (501) and \$255,000 from Sewer Operations Fund (521) to the Project.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 20th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Project Budget Summary

Corporation Yard Fuel System Replacement Project

Project No. 3118

Project Funding:

Building & Fleet Maintenance Fund (621)	\$400,000
Water Operations Fund (501)	\$504,100
Sewer Operation Fund (521)	\$504,000
New Allocation from Water Operations Fund (501)	\$255,000
New Allocation from Sewer Operation Fund (521)	\$255,000
Funding Total	\$1,918,100

Project Expenditures:

Design:	AST Consultant Design Fee	\$	82,430
(Code 2122)	CCO#1	\$	16,870
	Subtotal	\$	99,300

Miscellaneous:	Advertising	\$1,000
(Code 1399)	Subtotal	\$1,000

Construction:	UST Removal/MNS Project Management Fee	\$248,407
(Code 2281)	UST Well Monitoring	\$275,000
	Aboveground Storage Tank - PME Purchase	\$94,600
	Material Testing	\$3,458
	Construction Base Bid	\$991,213
	Construction Contingency ~ 10%	\$99,121
	Subtotal	\$1,711,800

Staff Time:	Staff Costs During Design	\$23,000
(Code 1101)	Staff Costs During Construction Management	\$30,000
	Subtotal	\$53,000

Admin:	Staff Costs During Design	\$23,000
(Code 2372)	Staff Costs During Construction Management	\$30,000
	Subtotal	\$53,000

Estimated Expenditures Total \$1,918,100



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for Janitorial Services with Impec Group

MEETING DATE: February 20, 2024

EXECUTIVE SUMMARY

The existing Agreement for janitorial services expires on February 28, 2024. If approved, this resolution will authorize execution of a general services agreement for janitorial services with Impec Group, Inc. (Impec).

FISCAL IMPACT

The janitorial services contract with Impec is funded in the City's Fiscal Year (FY) 2023/24 Operating Budget for Buildings Maintenance Operations. No new funds are requested.

RECOMMENDATION

City Council adopt the attached Resolution authorizing the City Manager to execute a general services agreement with Impec in the amount of \$156,102 for janitorial services for a period of one year with the option to extend the term twice for two years respectively, for a total of five (5) years maximum.

BACKGROUND

The Public Works Department is responsible for janitorial services throughout City building facilities. City facilities are divided among two (2) separate agreements. This agreement is for four (4) building locations: City Hall/Police Department (65 Civic Avenue), Housing Authority (Community Access) (916 Cumberland Avenue), Pittsburg Senior Center (300 Presidio Lane) and the Pittsburg Library (80 Power Avenue). These services involve weekly, monthly, and quarterly cleaning tasks including dusting, wiping, sanitizing, vacuuming, and spot cleaning various areas and surfaces in office spaces, restrooms, and common areas.

The City seeks proposals for janitorial services every two or three years to ensure costs are competitive and quality of service meet expectations. The Request for Proposals process includes a required pre-proposal meeting where vendors tour and inspect all public and employee areas of City-maintained buildings in order to review the full scope and standards required of proposals submitted for review.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

A total of five companies submitted responses to the Request for Proposal in January, 2024. Impec was selected through the competitive process, which included comparison of several factors, including price and professional references. Impec offers competitive pricing and has provided satisfactory janitorial services for the City for several years, including during the COVID-19 pandemic.

ATTACHMENTS: Resolution
 RFP Results
 General Services Agreement

Report Prepared By: Natasha Farmer, Public Works Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter Of:

Authorizing the City Manager to)
Execute a Contract for Janitorial)
Services with Impec Group)

RESOLUTION NO. 24-

WHEREAS, the Public Works Department is responsible for the care and maintenance of all City buildings; and

WHEREAS, outside companies are used to service these janitorial needs; and

WHEREAS, the current Agreement for Janitorial Services with Impec Group (Impec), expires on February 28, 2024; and

WHEREAS, the City seeks proposals for Janitorial Services periodically to ensure costs are competitive and quality of service meets expectations; and

WHEREAS, in January 2024, staff solicited and received proposals for janitorial services and Impec was selected through the competitive process; and

WHEREAS, funding is available in the City's Fiscal Year 2023/24 Operating Budget for Buildings Maintenance Operations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes execution of a General Services Agreement for Janitorial Services with Impec.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 20th day of February 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CITY OF PITTSBURG PROPOSAL EVALUATION SHEET

Bid date: January 18, 2024

Overall/Average**Janitorial Services****SELECTION/EVALUATION CRITERIA**

Proposer	Total Annual Cost	Total Cost	Technical Experience	Quality of Supervision & Personnel	References & Work History	Total Score
		(35 Points Maximum)	(25 Points Maximum)	(20 Points Maximum)	(20 Points Maximum)	
IMPEC	\$156,101.34	35	24	20	18	97
Universal Building Services	\$180,288.00	34	22	18	17	90
EcoBrite	\$242,732.07	31	23	18	17	89
Aim to Please	\$286,266.50	31	22	17	16	85
Quality Cleaning Professionals	\$590,700.00	27	20	17	17	81

Rater #1**SELECTION/EVALUATION CRITERIA**

Proposer	Total Annual Cost	Total Cost	Technical Experience	Quality of Supervision & Personnel	References & Work History	Total Score
		(35 Points Maximum)	(25 Points Maximum)	(20 Points Maximum)	(20 Points Maximum)	
IMPEC	\$156,101.34	35	25	20	18	98
Universal Building Services	\$180,288.00	34	20	17	17	88
EcoBrite	\$242,732.07	30	20	17	17	84
Aim to Please	\$286,266.50	29	20	16	16	81
Quality Cleaning Professionals	\$590,700.00	26	18	17	18	79

Rater #2**SELECTION/EVALUATION CRITERIA**

Proposer	Total Annual Cost	Total Cost	Technical Experience	Quality of Supervision & Personnel	References & Work History	Total Score
		(35 Points Maximum)	(25 Points Maximum)	(20 Points Maximum)	(20 Points Maximum)	
IMPEC	\$156,101.34	35	24	20	19	98
Universal Building Services	\$180,288.00	33	22	18	18	91
EcoBrite	\$242,732.07	31	24	19	17	91
Aim to Please	\$286,266.50	30	22	18	16	86
Quality Cleaning Professionals	\$590,700.00	26	21	17	16	80

Rater #3**SELECTION/EVALUATION CRITERIA**

Proposer	Total Annual Cost	Total Cost	Technical Experience	Quality of Supervision & Personnel	References & Work History	Total Score
		(35 Points Maximum)	(25 Points Maximum)	(20 Points Maximum)	(20 Points Maximum)	
IMPEC	\$156,101.34	35	24	19	18	96
Universal Building Services	\$180,288.00	34	23	18	17	92
EcoBrite	\$242,732.07	33	24	18	17	92
Aim to Please	\$286,266.50	33	23	17	16	89
Quality Cleaning Professionals	\$590,700.00	28	22	18	17	85

**GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
NAME OF SERVICE PROVIDER**

THIS Agreement ("Agreement") for general services is made by and between the City of Pittsburgh ("City") and Impec Group, a California limited liability company ("Service Provider") (together referred to as the "Parties") as of February 29, 2024 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide to City the services described in the Scope of Services attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on February 28, 2025. The City has the option in the sole discretion of the City Manager to extend the term twice for two (2) years each, for a total of five (5) years maximum.
- 1.2 Standard of Performance.** Service Provider shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Service Provider is engaged.
- 1.3 Assignment of Personnel.** Service Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Service Provider performs services in accordance with the Standard of Performance, Service Provider shall, immediately upon receiving City's request, reassign such persons.
- 1.4 Time.** Service Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Service Provider's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Service Provider a sum not to exceed **one hundred sixty thousand dollars (\$160,000.00) per year**, as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar amount is not a guarantee that the City will pay that full amount to the Service Provider, but is merely a limit of potential City expenditures under this Agreement.

Service Provider and City acknowledge and agree that compensation paid by City to Service Provider under this Agreement is based upon Service Provider's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Service Provider. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Service Provider and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Service Provider shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Service Provider and each employee, agent, and subcontractor of Service Provider performing services hereunder;
- The Service Provider's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Service Provider shall submit its final invoice within 60 days of completing its services. Service Provider's failure to submit its final invoice within this 60 day period shall constitute Service Provider's waiver of any further billings to, or payments from, City.

2.4 Reimbursable Expenses. Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section

2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.

2.5 Payment of Taxes. Service Provider is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.

2.6 Authorization to Perform Services. The Service Provider is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Service Provider shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Service Provider, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Service Provider's bid or proposal. Service Provider shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Service Provider shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Service Provider in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Service Provider is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Service Provider, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition)

covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Service Provider has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Service Provider, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Service Provider. Coverage can be provided in the form of an endorsement to the Service Provider’s insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Service Provider’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Service Provider’s insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- e. Service Provider agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Service Provider, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing

work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Service Provider's errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Service Provider must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Service Provider shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Service Provider shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any insurer or contractor may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Service Provider, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Service Provider shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Service Provider maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Service Provider.

4.5 Remedies. In addition to any other remedies City may have if Service Provider fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Service Provider to stop work under this Agreement and withhold any payment that becomes due to Service Provider hereunder until Service Provider demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND SERVICE PROVIDER’S RESPONSIBILITIES.

5.1 General Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged

negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This Section **5.1** shall survive any expiration or termination of this Agreement.

- 5.2 PERS Indemnification.** In the event that Service Provider or any employee, agent, or subcontractor of Service Provider providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Service Provider shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Service Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF SERVICE PROVIDER.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City.

- 6.2 Service Provider Not an Agent.** Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Service Provider and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Service Provider shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Service Provider represents and warrants to City that Service Provider and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Service Provider and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 Nondiscrimination and Equal Opportunity.** Service Provider shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Service Provider under this Agreement. Service Provider shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Service Provider thereby.
- 7.5 Registration and Monitoring.** Service Provider shall be currently registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as referenced in Labor Code section 1771.1(a) or the exemption set forth in section 1771.1(n). Additionally, Service

Provider is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- 7.6 Prevailing Wage Rates.** In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the services described in Exhibit A are to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the services described in Exhibit A. In accordance with California Labor Code Section 1773.2, the City has obtained the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City's General Services Department and shall be made available on request. Contractor must comply with all applicable laws and regulations that apply to wages earned in performance of the services described in Exhibit A. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by any worker, governmental agency or other third party with regard thereto.

The Service Provider and any subcontractors engaged in performance of the services described in Exhibit A shall comply with Labor Code Section 1775, which establishes a penalty per day for each worker engaged in the performance of the services described in Exhibit A that the Service Provider or any subcontractor pays less than the specified prevailing wage.

In accordance with Labor Code Section 1776, the Service Provider and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Such records shall be in kept, maintained and made available in accordance with the requirements of Labor Code Section 1776.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Service Provider. In the event of termination, Service Provider shall be

entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Service Provider delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Service Provider or prepared by or for Service Provider or the City in connection with this Agreement.

- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Service Provider recognize and agree that this Agreement contemplates personal performance by Service Provider and is based upon a determination of Service Provider's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Service Provider. Service Provider may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Service Provider shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Service Provider, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.
- 8.5 Options upon Breach by Service Provider.** If Service Provider materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.5.1** Immediately terminate the Agreement;
 - 8.5.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Service Provider pursuant to this Agreement;
 - 8.5.3** Retain a different service provider to complete the work described in Exhibit A not finished by Service Provider; or
 - 8.5.4** Charge Service Provider the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Service

Provider pursuant to Section 2 if Service Provider had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Service Provider's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Service Provider prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Service Provider hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Service Provider's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Service Provider agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential drafts and will not be released to third parties by Service Provider without prior written approval of City.

9.2 Service Provider's Books and Records. Service Provider shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Service Provider to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this

Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Conflict of Interest.** Service Provider may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Service Provider in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- Service Provider shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
- 10.7 Solicitation.** Service Provider agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 Notices.** Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested. Notice shall be effective upon personal delivery or delivery to the addresses specified

below, as reflected on the receipt of delivery or return receipt, as applicable.

Service Provider : Impec Group
3350 Scott Blvd., Bldg. #8
Santa Clara, CA 95054
ATTN: Joe Cigolini
jcigolini@impecgroup.com

City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
ATTN: City Manager

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Service Provider and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Service Provider's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Service Provider's Proposal, the Exhibits shall control.

Exhibit A Scope of Services
Exhibit B Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

SERVICE PROVIDER

Garrett Evans, City Manager

Raffy Espiritu, CEO / President

Approved as to Form:

Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Includes four building locations: City Hall/Police Department (65 Civic Avenue), Housing Authority (Community Access) (916 Cumberland Avenue), Pittsburg Senior Center (300 Presidio Lane) and the Pittsburg Library (80 Power Avenue) in Pittsburg, California.

These services include supervision, supplies (including all paper products and liners, and all cleaning chemicals and waxes), services, equipment (auto scrubbers, buffers, floor machines, carpet extractors, vacuum cleaners, etc.), labor, permits, insurance to perform satisfactory work.

Janitorial services provided shall include supervision, supplies (including all paper products and liners, and all cleaning chemicals and waxes), services, equipment (auto scrubbers, buffers, floor machines, carpet extractors, vacuum cleaners, etc.), labor, permits, insurance to perform satisfactory work as outlined and based on the City of Pittsburg's Standard Operating Procedure for cleaning and sanitation set forth herein.

Carpet Cleaning and Floor Care for All Facilities. The Contractor shall bonnet clean and/or shampoo carpets at all locations for a professional appearance at the intervals designated below. City staff will determine the scheduling for cleaning of carpets (staff must be given at least week notice of cleaning).

1. Library carpet cleaning quarterly.
2. City Hall floor service at PD and Cell area quarterly. The remaining floor areas including all stairs and stairwells of City Hall two (2) times a year.
3. Senior Center floor and carpet cleaning quarterly.
4. Housing Authority Community Access two (2) times a year.

The carpet areas should be uniform in appearance and free of embedded dirt, grime, stains, and discoloration after each designated cleaning. Carpet shall be cleaned with a commercial floor machine with steam and power scrubbing capability that will clean both sides of the carpet using extraction method and a drying time of four to five hours. All shampooing solutions shall be removed from walls, furniture, trash receptacles, chairs and similar items. Chairs, trash receptacles, and easily movable items shall be moved to shampoo carpet areas underneath and then returned to their original location.

Dusting (Civic Center). The intent of the services to be performed is to leave the facility dust-free, extending up to eight (8) feet, as well as in the areas as so specified. The scope of work is as follows:

- **Clean and/or dust all ledges, cubicle/cabinet tops, TV screens, bathroom/cubicle partitions, and window sills; entrance door frames and exit signs; remove all cobwebs off of beams located throughout and thoroughly remove dust from all vertical/vaulted ceiling surfaces.**
- **All conference room and break room tables and chairs, entry lobby doors, lobby area, and lobby bathroom shall be cleaned on a daily basis.**

Police Department

- **Garages:** Blow out or sweep on a weekly basis.
- **Jail Cells:** Flush and clean floor drains on a weekly basis.

Special Cleaning Requirements (will be considered an unacceptable service if not completed)

- Council Chambers-foyer and stainless steel panels **(Use Stainless Steel Cleaner By Claire ONLY)**
- Disinfect and wipe down equipment in gym
- Jail cells and temporary holding areas cleaned daily (Contractor will have to return if in use)
- Schedule janitorial services around meetings in offices, conference rooms, etc
- Conference Room: Perform dusting; floor care services; emptying of trash receptacles, etc.
- Keep Janitor closets including sinks in clean and orderly condition

Miscellaneous

- Monthly scheduled management meetings with the City of Pittsburg to ensure services with the Contractor are consistent with Standard Operating Procedures.
- Contractor will not be paid for work outside the scope of this document and as stated in the proposal without prior written authorization by the City of Pittsburg.
- Should it become necessary for the Contractor to respond to an emergency call after working hours, on weekends, or holidays, Contractor shall be reimbursed at the agreed upon rates. Contractor agrees to respond within 4-hours of an emergency and agrees to be available for emergency callout. The Contractor will provide an emergency telephone number for on-call emergencies, 24-hours per day, and 7 days per week.
- Contractor to employ adequately and appropriately trained staff with satisfactory professional janitorial and floor care abilities. Currently all sites require two personnel minimum to accomplish satisfactory janitorial service and meet schedule restrictions. Staff must possess satisfactory oral and written communications and work within the following guidelines **(days and hours)** for each building:

City Hall: Clean five (5) day work week Monday through Friday within the hours of 5 am to 8 pm and including one or more days during the weekend. Note: There are restricted/locked areas that can only be cleaned during normal business hours of 8 am to 5 pm **(Holiday and weekend work included)**.

Library: Clean five (5) days a week, Tuesday through Saturday.
Starting times: Tuesday (after 8 pm), Wed (after 6 pm), Thurs (after 8 pm), Fri/Sat (after 6 pm)

Housing Authority (Community Access): Clean two (2) days a week (M-F) spaced early and end weekdays between 6 pm and 9 pm

Senior Center: Clean five (5) days a week Monday through Friday between 5 pm and 12 am.

Hours at times are subject to change if necessary.

STANDARD OPERATING PROCEDURE-CLEANING & SANITATION

Purpose. To describe a regular cleaning and sanitation procedure and to ensure that only approved materials are used at all city buildings in Pittsburg, California. The Contractor shall provide janitorial services as outlined in the Scope of Work/Specifications and Standard Operating Procedure (SOP). The Contractor shall perform all cleaning tasks to meet the completeness, quality and frequency requirements set forth in this RFP. NOTE: The cleaning and sanitation is based on a 5 and/or 7-day workweek as outlined in the Mandatory requirements.

Scope. This SOP applies to Public Works, Janitorial Contractors, and all buildings within the City of Pittsburg.

Responsibility. The Public Works Department is responsible for the supervision and auditing of cleaning and sanitation tasks as outlined in this SOP.

- **Procedures.** The cleaning and sanitation procedures for facilities are divided into specific operations. These operations are scheduled to be performed at predetermined intervals for different work areas within the facility. Materials authorized for use are included in this RFP.

Definitions

The following definitions apply to the methods of cleaning and sanitation as specified in this procedure:

Damp Mop

Moisten floor surface with an appropriate solution and wipe clean.

Damp Wipe

Moisten disposable cleaning towel or clean rag with an appropriate solution and wipe clean.

Dry Mop

Use a treated broad-faced cotton towel to capture and remove dust and debris from smooth, hard floor surfaces (static action).

Extract

Flush foreign material from fabric using special equipment for this purpose (also known as steam or dry cleaning).

Hand Dust

Uses a disposable towel or clean rag to wipe, capture, and remove dust (static action).

Refinish

- Apply appropriate synthetic floor finish on floor as required and appropriate.

Sanitize

Use a germicidal detergent in conjunction with cleaning procedures, i.e., DAMP WIPE, DAMP MOP, WASH, and SCRUB.

Scrub

Saturate surface with an appropriate solution and agitate by hand or mechanically with the aid of a scrubbing pad or brush to suspend foreign matter. Remove excess solution with wet vacuum equipment or other means. Damp mop.

Shampoo

Clean fabric surfaces with appropriate solution by hand or mechanical means and let air-dry.

Spray Buff (as appropriate)

Use a high-speed machine to apply appropriate solution to clean and polish synthetic floor finishes.

Strip (as appropriate)

Flood surface with emulsifying detergent solution and agitate by hand or mechanically with the aid of a scrubbing pad to suspend floor finish. Remove solution with wet vacuum equipment or other means. Apply a neutralizing solution and remove. Damp mop.

SPECIFIC TASKS-DAILY

Listed below are the specific tasks for cleaning and sanitation of common areas, lobby, offices, conference rooms, exercise & fitness room, restrooms, etc.

Carpet

The Contractor shall vacuum all carpeted floor areas so that after vacuuming, they are free of all litter, dust, soil, etc. Chairs, trash receptacles, and easily movable items shall be moved to vacuum underneath and returned to their original location when vacuuming has been completed. The Contractor shall remove all spots on carpets that are smaller than two square feet.

Floors

The Contractor shall damp mop and clean resilient and ceramic tile floors, including all splash marks on furniture, walls, baseboard, etc., using a germicidal solution. The Contractor's cleaning shall include corners and abutments so that they are uniform in appearance and are free of streaks, swirl marks, detergent residue, or any evidence of stains, soil, film debris, or standing water. The Contractor shall ensure that the mop used to clean the bathroom floor is not used on any other common floor area. The Contractor shall display caution signs when floors are wet and personnel other than Contractor personnel are present in the area. Signs shall remain in place until floors are completely dry.

The Contractor shall maintain all resilient and ceramic tile floors with floor cleaning machines, unless specified elsewhere as having carpet or special flooring. After floors receive floor maintenance, the entire floor shall have a uniform coating of nonskid finish and glossy appearance and be free of scuffmarks, heel marks, and other stains and discoloration. The Contractor shall remove floor finish from baseboards, walls, furniture, trash receptacles, etc. Chairs, trash receptacles, and easily removable items shall be tilted or moved to maintain floors underneath and returned to their original location when maintenance has been completed. The Contractor shall apply these techniques only to the portion of the floor needing work to bring the entire surface up to the above stated standard. The Contractor shall not apply finish on surfaces that have not been cleaned.

Trash

The Contractor shall empty and return to their initial location, wastebaskets, receptacles, and other trash containers within the area including the removal of white recycle wastebaskets. The

Contractor shall wash and sanitize wastebaskets and trash receptacles used for disposal of food remnants inside and out. Plastic trash liners shall be placed in all waste receptacles and/or replaced when soiled or torn. The exterior of trash and ash urn receptacles shall be cleaned as required to assure cleanliness. The Contractor shall dispose of trash in plastic bags secured with a bag tie. The Contractor shall pick up any trash that may fall in or around the building during the removal of collected trash. The Contractor shall deposit all trash in the outside trash collection point.

Low Dusting

The Contractor shall perform low dusting so that after dusting, all dust, smudges, cobwebs, litter, lint, and dry soil are removed from surfaces of chairs, conference/break room tables, file cabinets and other types of office furniture, wall hangings, cubicle/cabinet tops, partitions, ledges, window sills, light fixtures, ceiling corners, etc. Contractor shall thoroughly clean exhaust vents and pay special attention to rafters, corners, and overhangs. All areas shall be inspected and kept cobweb free.

Glass

The Contractor shall clean and polish interior and exterior glass doors. Areas will include sills/ledges, display cases, glass cabinets, mirrors, interior windows, etc.

Drinking Fountains and Sinks

The Contractor shall clean and disinfect all porcelain and polish metal surfaces, including damp-wipe and then drying all surface areas with clean cloth, including exterior of counters, shelves, and refrigerator. The Contractor shall clean drinking fountains and sinks so that after cleaning, drinking fountains and sinks shall be free from spots, stains, smudges, scale, and other obvious soil. The Contractor shall scrub and wipe sink and polish chrome fixtures.

Lunchroom and Coffee Areas

Damp wipe tables and chairs in lunchroom and on patio. Clean lunchroom and coffee areas; disinfect counter and tabletop surfaces and rinse with clean water including sinks, outside front/top of refrigerators and vending machines. Clean microwaves, inside and outside.

Stairs and Stairwells

Dust, mop, and clean the stairs, stairwells and landings, as well as the floor area underneath the stairs on a daily basis.

Elevator

Clean interior cab and exterior door of elevator. Mop floor and remove dust, smudges, fingerprints, and other markings. Clean and disinfect control panels using a germicidal cleaner. Clean and polish interior glass.

Mirrors, Light Switches, and Door Knobs

Polish all mirrors and clean light switches, keypad devices, doorknobs, handles, etc., using a germicidal cleaner throughout common areas.

Restrooms

The Contractor shall perform restroom cleaning as specified. Restroom cleaning shall include the following tasks:

- **Clean/Disinfect:** The Contractor shall clean all surfaces and sanitize basins, toilets, toilet seats, urinals, chrome fittings, and other such surfaces, using germicidal detergent. After cleaning, all surfaces shall be free of dirt, grime, film, stains, scum, soap residue, dust, and other foreign matter.
- **Spot Clean:** The Contractor shall remove smudges, fingerprints, marks, streaks, dust, etc. from washable surfaces, of partitions, stalls, stall doors, hand rails, wall areas adjacent to urinals, toilets, interior and exterior doors, and soap/towel dispenser. The Contractor shall spot clean using a germicidal detergent. After spot cleaning, the surface shall have a clean, uniform appearance. Other walls surfaces not mentioned should be spot cleaned as needed to the same standards.
- **Descale:** The Contractor shall descale interior of toilet bowls and urinals so that after cleaning the entire surface is free of streaks, stains, scum, scale, urine deposits, and rust stains.
- **Mirrors and Dispensers:** The Contractor shall clean and polish mirrors and adjacent trim as needed so that after cleaning the entire surface is free of streaks, stains, scum, scale, and stains.
- **Waste Receptacles:** The Contractor shall empty waste and sanitary napkin disposal receptacles and replace liners. Wash and sanitize inside and outside using a germicidal solution; polish outside chrome with bright metal polish.
- **Floors:** The Contractor shall damp mop resilient and ceramic tile floors using a germicidal detergent solution.

- **Supplies:** The Contractor shall supply and replenish the restroom areas with certified green toilet paper, paper towels, toilet seat covers, and soap products to ensure supplies are not depleted before the next service.

SPECIFIC TASKS - WEEKLY

- Clean, wipe and sanitize restroom doors, walls and partitions. Clean walls in common areas using a product consistent with paint manufacturer's recommendations.
- Clean and wipe down all computers, monitors, and keyboards with an approved lint/dust free cloth.
- Remove fingerprints and spot damp wipe all woodwork, doors, and walls, partitions, window ledges, tops of filing cabinets, etc.
- Spot clean interior windows and glass in conference rooms, office suites, and workstations.
- Damp wipe all doors, moldings, jams, window frames, ledges, sills, and baseboards.
- Remove cobwebs within interiors or around the outside or behind any door.
- Clean and wipe down tops, sides, and front of lockers in Police Department.
- Clean and sanitize kick plates, thresholds, light switches, and handles.
- Machine scrub and/or hard wax surface floors as required.
- Edge vacuum carpet, removing all dust, dirt, and lint.

SPECIFIC TASKS - MONTHLY

- - Dust and polish all furniture. Wipe down desks, filing cabinets, framed pictures, plaques, telephones, etc.
 - Dust, clean and vacuum upholstered chairs. Wipe thoroughly and polish arms, legs and bases.
 - Clean, wipe and/or wash all Venetian blinds, removing all fingerprints, smudges, and dust on inside and outside.
 - Vacuum and wipe down ceiling vents (includes restrooms) and HVAC with appropriate cleaner.

EXHIBIT B

COMPENSATION SCHEDULE

Total Contract amount: Not to exceed \$160,000 per year

City shall comensate Service Provider at the monthly amount of : \$13,008.44

<i>Cost of Services</i>	Monthly	Annual
City Hall/PD	\$ 7,861.18	\$ 94,334.22
Library	\$ 2,324.33	\$ 27,891.90
Housing Authority	\$ 863.75	\$ 10,365.03
Senior Center	\$ 1,959.18	\$ 23,510.19
TOTAL	\$ 13,008.44	\$ 156,101.34

A “no penalty” grace period of fifteen (15) days shall be provided by the City to Contractor starting the effective date of this Agreement.

The City of Pittsburg reserves the right to reduce payments made to the Contractor for service performances found to be unacceptable by the City representative. The City will allow four (4) legitimate complaints for below standard cleaning service per month. If a fifth legitimate complaint occurs, \$300 will be deducted from the monthly price negotiated by the contract. After the initial \$300 deduction, future complaints will result in an additional \$200 deduction per complaint until the end of the month.

A legitimate complaint is defined as a service flaw registered by building occupants and confirmed with a visual inspection by the City’s representative. The Contractor is required to correct the service problem within eight (8) hours of notification. Failure to correct the service problem within this time frame will result in an additional complaint for each 8 hours.

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

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

IMPEC GROUP

By: _____

Title: _____



**OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565**

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of an Ordinance Approving an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD, DR)

MEETING DATE: February 20, 2024

EXECUTIVE SUMMARY

On February 5, 2024, the City Council held a public hearing on a request to adopt a resolution approving a General Plan Map Amendment and Vesting Tentative Map for a 206-lot single-family residential, subdivision on an approximately 48-acre portion of Village C (Unit 17) and an approximately 10-acre portion of Village O (Unit 16) located immediately south of the Willow Pass Road interchange on State Route 4, near the westernmost edge of Pittsburg city limits in the PD-1362 (Planned Development, Ordinance No. 12-1362) district. Assessor's Parcel Nos. 091-050-072 and portion of 091-050-071. After closing the public hearing, the Council adopted Resolution No. 24-14425 approving the General Plan Map amendment and Vesting Tentative Map for a Major Subdivision. The City Council also introduced and waived further reading of an ordinance approving an amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for the project. The ordinance is now ready for City Council adoption.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions (as outlined in Exhibit C of Resolution No. 24-14425) are anticipated with this project. There is no impact to the General Fund if this project is approved.

RECOMMENDATION

City Council to take the following action:

1. Move to adopt Ordinance No. 24-____ approving an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for the Siena at San Marco Residential Subdivision (Units 16 and 17).

BACKGROUND

The requested amendment to the Development Plan and PD-1362 District (Ordinance No. 12-1362), if approved, would: 1) Reassign 98 units from multifamily Village M, nine (9) units from multifamily Village B, and five (5) units from multifamily Village O to single family Village C and 2) Convert 25 units from multifamily Village O to single family units in Village O. See Exhibit A of Attachment 1 for the proposed Amendment to the San Marco Development Plan and PD-1362 District.

For a more detailed discussion of the application in its entirety, the City Council may refer to the February 5, 2024, staff report titled “Adoption of a City Council Resolution Approving a General Plan Map Amendment and Vesting Tentative Map for a Major Subdivision; and Introduction and Waive First Reading of an Ordinance Approving an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD),” included as Attachment 2 of this report.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

After the City Council holds a public hearing and introduces an ordinance on a given matter, approval of the matter is formalized by City Council adoption of the ordinance by a majority vote at a meeting no fewer than five days after the public hearing. The ordinance becomes effective 30 days after the date of its adoption.

ATTACHMENTS:

1. Ordinance 24-____
 - a. Exhibit A – Amendment to San Marco Development Plan and PD-1362 Plan
2. City Council Staff Report dated February 5, 2024

Report Prepared By: Alison Hodgkin, Associate Planner

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending the San Marco Development)
Plan and PD-1362 (Planned)
Development, Ordinance No. 12-1362))
District for "Siena at San Marco)
Residential Subdivision (Units 16 and)
17), AP-21-1584 (GP, PD/RZ, SUBD))

ORDINANCE NO. 24-

WHEREAS, on April 3, 1990, the City Council adopted Ordinance No. 90-990 certifying a negative declaration and authorizing the execution of the Southwest Development Agreement (DA) for the development of 2,938 residential units on 639 acres in the southwest hills of Pittsburgh. The DA established provisions under which the development would be built, including land use regulations, fees and assessments, and infrastructure; and

WHEREAS, on January 19, 1993, the City Council adopted Resolution No. 93-7888 certifying a subsequent environmental impact report (SEIR) for the 2,938-unit project currently known as the San Marco Development; and

WHEREAS, on February 1, 1993, the City Council adopted Ordinance No. 93-1057 zoning the San Marco Development property to a residential Planned Development District (PD-1057), with a PD Plan consisting of 1,412 single-family residential units and 1,526 multifamily residential units; and

WHEREAS, there have been four subsequent amendments to the DA since the original approval on January 19, 1993. On October 1, 2001, the Council approved Ordinance No. 01-1187, the first amendment to the DA to extend the term of the agreement to the year 2020. Initial construction of residential units in San Marco began in 2001. On July 19, 2010, the Council approved Ordinance No. 10-1326, the second amendment to the DA, which revised the map exhibit of the DA to remove 1.41 acres that the developer wanted for a commercial gasoline station, rather than a residential use. On April 15, 2013, the Council approved Ordinance No. 13-1369, the third amendment to the DA, to extend the term of the agreement to the year 2032, among other items, including park improvements and annual payments for DA compliance reviews. On December 21, 2020, the Council approved Ordinance No. 20-1481, the fourth amendment to the DA, which allowed a General Plan Map Amendment and amendments to the Planned Development District and San Marco Development Plan for the San Marco Commercial Center project; and

WHEREAS, there have been four subsequent amendments to the original PD Ordinance since it was adopted on February 1, 1993. On February 3, 2003, the Council approved Ordinance No. 03-1204, a City-initiated amendment increasing lot coverage allowances for single-family homes in this and other PD Districts from 40 to 55 percent, depending on lot size. On August 21, 2006, the Council adopted Ordinance No. 06-1270, an applicant-initiated amendment to San Marco Development Park Requirements, consolidating several mini-parks in the original development plan into two larger community parks, consistent with the City of Pittsburgh 2001 General Plan. On October 15, 2012, the

Council adopted Ordinance No. 12-1362 to exchange development density (176 units) within the San Marco Development from townhouse/multifamily Village O to single-family Village A. On December 21, 2020, the Council approved Ordinance No. 20-1480, amending the San Marco PD District and Development Plan to allow for a small commercial shopping center (San Marco Commercial Center) on the 3.69-acre property on the southeast corner of San Marco Boulevard and W. Leland Road. The San Marco Commercial Center project consists of a 29,822-square-foot anchor tenant building and two separate commercial pad sites. The anchor tenant building is designed to accommodate a grocery store or retail use. One of the commercial pads is designed to accommodate an 1,826-square-foot restaurant with drive-through service and the second pad could accommodate a 3,500-square-foot restaurant. To date, approximately 1,540 single-family houses, 462 multi-family units (San Marco Villas 1 and 2 (Village B)), a public elementary school and an adjoining neighborhood park and a community park have been built in the San Marco Development; and

WHEREAS, on July 21, 2021, Discovery Builders, Inc., filed Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD), requesting: 1) an Amendment to the General Plan Map to change the land use designation of the project site from High Density Residential and Open Space to Low Density Residential and Open Space, 2) an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District to transfer a total of 112 units from other villages into Village C and convert a total of 206 multi-family units to single-family units, 3) a Vesting Tentative Map for a 206-lot Major Subdivision (Siena at San Marco); and to subdivide the project site into 206 individual lots for single-family residences. The project site is located immediately south of the Willow Pass Road interchange on State Route 4, near the westernmost edge of Pittsburg city limits in the PD-1362 (Planned Development, Ordinance No. 12-1362) district. Assessor's Parcel Nos. 091-050-072 and portion of 091-050-071; and

WHEREAS, the project site is located within the larger San Marco Development area which is subject to the San Marco Development Agreement (DA) originally approved by the City Council on July 1, 1993, as subsequently amended. The project site is regulated by the conditions of approval set forth in the PD-1362 (Planned Development District, Ordinance No. 12-1362) District; and

WHEREAS, a Final Supplemental Environmental Impact Report (SEIR) was prepared and certified in accordance with CEQA to examine the potential environmental effects of the original project (Final EIR for the San Marco Subdivision). The Pittsburg City Council certified the Final SEIR in Resolution No. 93-7888 on January 19, 1993, making the required findings under CEQA (State Clearinghouse No. 91073029). An Addendum to the certified Final SEIR has been prepared in accordance with CEQA Guidelines Section 15164 to address the proposed project (Siena at San Marco Units 16 and 17). The Addendum must be considered by the City Council with Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD); and

WHEREAS, Pittsburg Municipal Code (PMC) sections 18.16.020 and 18.62.070 identify the Planning Commission as the advisory body to the City Council on proposed changes to PD Districts of the zoning map, and requires that the Commission conduct a public hearing and determine, prior to making its recommendation, that: 1) the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan; 2) a community need is

demonstrated for the change proposed; and 3) its adoption will be in conformity with public convenience, general welfare and good zoning practice; and

WHEREAS, on June 27, 2023, after conducting a duly noticed public hearing, the Planning Commission adopted Resolution No. 10226, recommending approval of the proposal in its entirety, including the requested amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District; and

WHEREAS, on or prior to Friday, January 26, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A - D, a "Notice of Public Hearing," for the February 5, 2024, public hearing on this item was published in the East County Times; was posted at City Hall; was delivered for posting at the Pittsburg Library; and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice; and

WHEREAS, on February 5, 2024, the City Council held a duly-noticed public hearing to: 1) introduce and waive further reading of this ordinance approving the proposed amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District; and 2) adopt a resolution approving the proposed General Plan Map Amendment, and Vesting Tentative Map, at which time oral and/or written testimony was considered.

NOW, THEREFORE, the City Council of the City of Pittsburg does ORDAIN as follows:

SECTION 1. Findings.

- A. The City Council finds that each fact set forth in the preceding recitals is true and correct and incorporated by reference.
- B. Based on the City Council Staff Report entitled, "Adoption of a Resolution Approving a General Plan Map Amendment and Vesting Tentative Map for a Major Subdivision; and Introduction and Waive First Reading of an Ordinance Approving an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD)," dated February 5, 2024, and based on all the information contained in the Planning Division files on the project, incorporated herein by reference and available for review in the Planning Division located at 65 Civic Avenue in Pittsburg, and based on all written and oral testimony presented at the public hearing, the City Council finds that:
 - 1. City staff prepared an Addendum for the proposed project to determine whether and to what extent the Subsequent Environmental Impact Report (SEIR) for the San Marco Development area remains sufficient to address the potential impacts of the proposed project, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.). Based on the analysis in

the Addendum, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed project.

Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District:

2. Pursuant to Pittsburg Municipal Code (PMC) section 18.62.070, amendments to adopted PD Districts are processed in the same manner as zoning map amendments.
3. The proposed amendment to the San Marco Development Plan and PD-1362 District is subject to the San Marco DA originally approved by the City Council on July 1, 1993, which was found to be consistent with the objectives, policies, general land uses and programs specified in the 1988 General Plan.
4. The proposed amendment to the San Marco Development Plan and PD-1362 District is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is prepared, in that the land uses and property development regulations allowed in the proposed 'PD District' will be similar to the land uses and property development regulations that were approved for other residential subdivisions in the San Marco Development area, i.e., Toscana (Village A), Positano (Village D – Units 11 and 12) and Capri (Village E – Unit 13) subdivisions:

Max. Lot Coverage:	55 percent
Min. Front Yard:	15 ft. to nearest wall
	10 ft. to porch
	18 ft. to garage
Min. Corner Side Yard:	8 ft.
Min. Side Yard:	4 ft.
Min. Rear Yard:	5 ft.

5. There is a community need for the proposed change to the amendment to the San Marco Development Plan and PD-1362 District. Currently, the entire San Marco Development area is designated exclusively for residential use in the approved PD Plan. The proposed amendment would not increase the total number of units already envisioned for the San Marco Development but would increase the number of small-lot, single-family units in the project, thereby increasing opportunities for homeownership for entry-level buyers in the community.
6. The proposed amendment to the San Marco Development Plan and PD-1362 District will be in conformity with public convenience, general welfare, and good zoning practice, in that it would not increase the total number of units already envisioned for the San Marco Development and would provide well-designed, new homes for existing and new residents near the San Marco Commercial Center and the Pittsburg/Bay Point BART station.

SECTION 2. Amendment.

Based on the findings and the authority set forth above, the City Council hereby amends the Zoning Map, as referenced in Pittsburg Municipal Code, Title 18 (Zoning Ordinance) section 18.04.020, to amend PD-1362 District and the corresponding San Marco Development Plan Land Use Table to: 1) reflect a reassignment of 98 units from multifamily Village M, nine (9) units from multifamily Village B, and five (5) units from multifamily Village O to single family Village C, and 2) convert 25 units from multifamily Village O to single family units in Village O as depicted in Exhibit A of this resolution.

SECTION 3. Effective Date.

This Ordinance shall be in full force and effective thirty (30) days after its adoption.

SECTION 4. Severability.

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

SECTION 5. Publication.

The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Pittsburg held on February 5, 2024, and was adopted and ordered published at regular a meeting of the City Council held on February 20, 2024, by the following vote:

AYES:

NOES:

ABSTAINED:

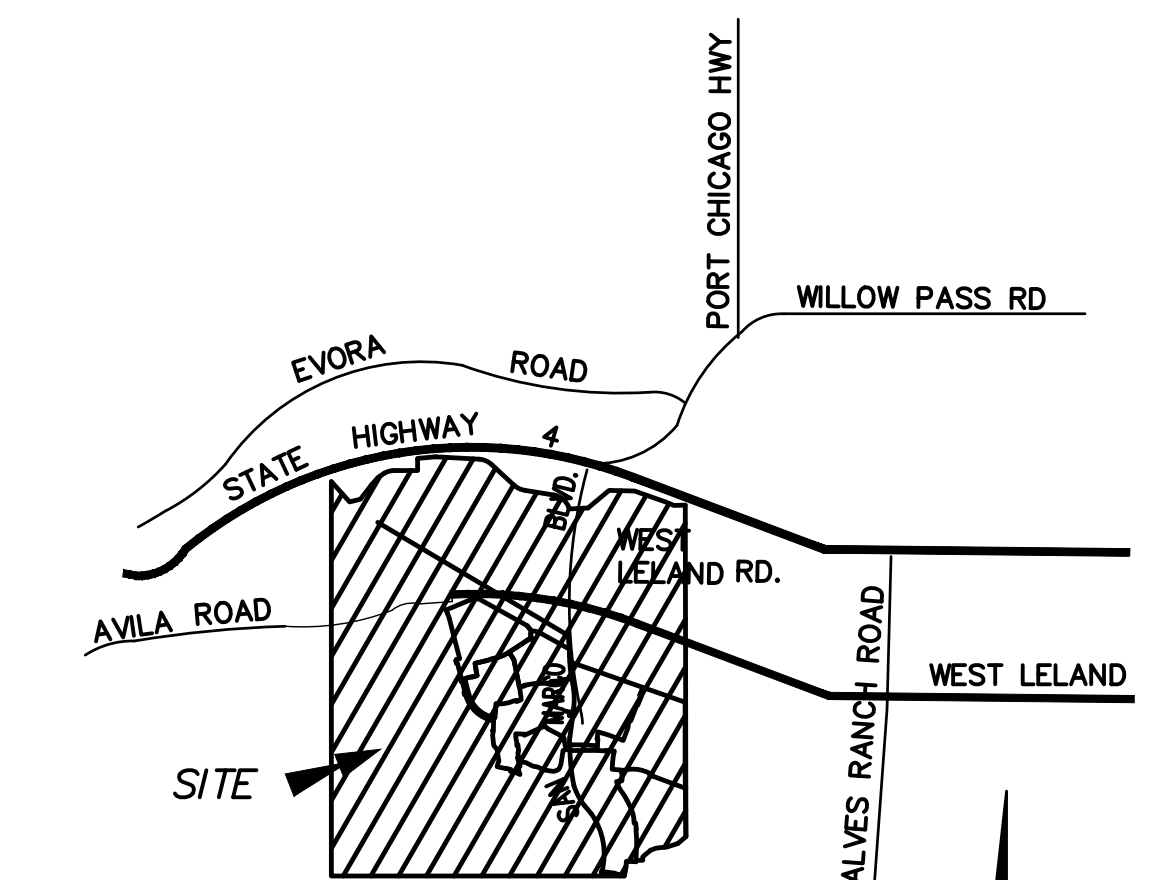
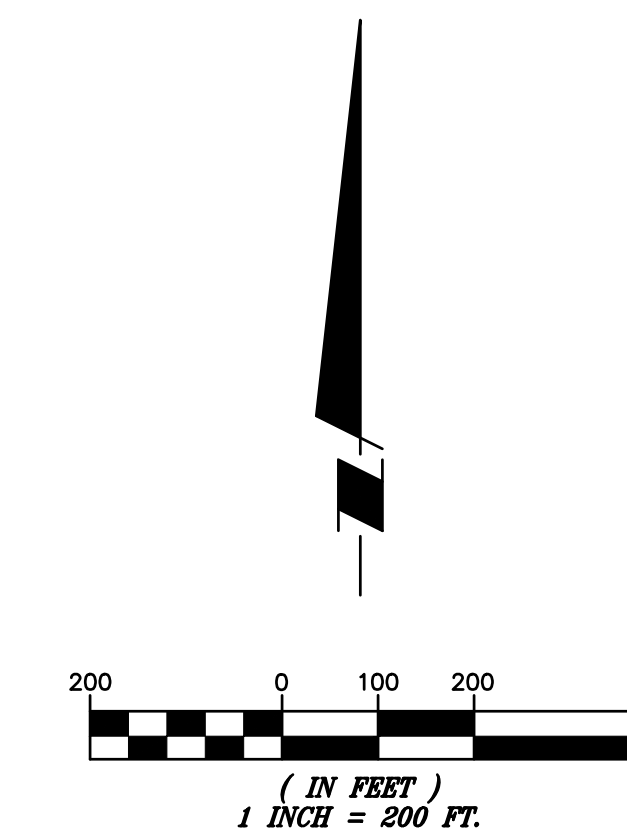
ABSENT:

Juan Antonio Banales, Mayor

ATTEST:

Alice E. Evenson, City Clerk

CITY OF PITTSBURG
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE

LAND USE TABLE
FOR WATER MODELING
PURPOSES ONLY

LAND USE	ACRES	NUMBER OF UNITS
VILLAGE 'A' SINGLE FAMILY	32.74	252
VILLAGE 'B' APARTMENTS	25.74	462
VILLAGE 'C' APARTMENTS, SINGLE FAMILY	63.38	270 APARTMENTS 181 SINGLE FAMILY
VILLAGE 'D' SINGLE FAMILY	33.60	233
VILLAGE 'E' SINGLE FAMILY	22.21	114
VILLAGE 'F' SINGLE FAMILY	54.47	123
VILLAGE 'G' SINGLE FAMILY	32.02	138
VILLAGE 'H' SINGLE FAMILY	49.42	263
VILLAGE 'J' SINGLE FAMILY	38.12	155
VILLAGE 'K' SINGLE FAMILY	27.92	149
VILLAGE 'L' SINGLE FAMILY	35.74	177
VILLAGE 'M' APARTMENTS BUILT TO TOWNHOUSE STANDARDS	22.0	318
VILLAGE 'N' SINGLE FAMILY	88.10	64
DETENTION BASIN 1	6.57	—
VILLAGE 'O' PUMP STATION	25.25	39
COMMUNITY PARK	2.51	—
COMMERCIAL	3.51	—
DETENTION BASIN 2 WETLAND MITIGATION	11.94	—
MAJOR ROADS	29.43	—
SCHOOL	6.30	—
LASATER PARK	3.88	—
GAS STATION NOT A PART	1.41	—
TOTAL	616.27	2,938

1. OWNERS/DEVELOPER: SECON COAST HOME BLDG.S INC.
SECON FINANCIAL AND CONSTRUCTION CO.
4021 PORT CHICAGO HWY.
CONCORD CA 94524

SECON FINANCIAL AND CONSTRUCTION INC.
4021 PORT CHICAGO HWY.
CONCORD CA 94524
2. ENGINEER: ISAKSON AND ASSOC. INC.
2 MIRANGO COURT
CLAYTON CA, 94517
3. ASSESSORS PARCEL NO.: 097-130-002, 097-140-001
097-150-005, 097-150-002
097-150-006, 097-150-007
097-190-001, 097-180-001
4. TOTAL AREA: 616.27 ACRES
5. ZONING: PLANNED DEVELOPMENT
6. TOTAL NO. OF LOTS/
PARCELS: SINGLE FAMILY LOTS - 1,869 UNITS
APARTMENTS/TOWN HOMES - 1,069 UNITS

TOTAL - 2,938 UNITS
7. UTILITIES:

SEWER: CITY OF PITTSBURG/DELTA DIABLO
SANITATION DISTRICT

WATER: CITY OF PITTSBURG

GAS & ELECTRICAL: P.G.&E.

TELEPHONE: A&T
8. DRAINAGE AREA: 48-B (CONTRA COSTA COUNTY FLOOD CONTROL)
9. BOUNDARY AS SHOWN IS COMPILED FROM RECORD INFORMATION AND DOES NOT REPRESENT A SURVEY OF THE PROPERTY.
10. MULTIPLE FINAL MAPS WILL BE FILED ON THE LANDS SHOWN ON THE TENTATIVE MAP.
11. 300' ADJOINING PROPERTIES ARE SHOWN ON THIS MAP. THERE ARE NO EXISTING STRUCTURES WITHIN 300 FEET OF THE DISTRICT BOUNDARIES.
12. TOPOGRAPHY AND EXISTING CANOPY OF MATURE TREES 100 FEET BEYOND THE PROPOSED DISTRICT BOUNDARY ARE AS SHOWN.

				APR 1	 SUBDIVISION 7362 DEVELOPMENT PLAN CITY OF PITTSBURG CONTRA COSTA COUNTY CALIFORNIA SAN MARCO									
					Isakson & Assoc. Inc. civil engineering and land surveying 2 Miranda Court, Clayton, CA 94517 Phone: (925) 876-0889									
					DATE: 03-10-2022	DESIGNED	DOI	DRAWN	RLB	CHECKED	DOI	JOB	201304	SHEET 1 OF 1

Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD, DR)

Specific development regulations for Siena at San Marco (Units 16 and 17) are as follows:

Max. Lot Coverage:	55 percent
Min. Front Yard:	15 ft. to nearest wall
	10 ft. to porch
	18 ft. to garage
Min. Corner Side Yard:	8 ft.
Min. Side Yard:	4 ft.
Min. Rear Yard:	5 ft.

The proposed development regulations in the PD Plan (listed above) are similar to the standards that were approved for the Toscana (Village A), Positano (Village D – Units 11 and 12) and Capri (Village E – Unit 13) subdivisions.



OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR
65 Civic Avenue
Pittsburg, CA 94565

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a General Plan Map Amendment and Vesting Tentative Map for a Major Subdivision; and Introduction and Waive First Reading of an Ordinance Approving an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District for Siena at San Marco Residential Subdivision (Units 16 and 17), AP-21-1584 (GP, PD/RZ, SUBD)

MEETING DATE: February 5, 2024

EXECUTIVE SUMMARY

This is a public hearing on a request to adopt a resolution approving: 1) a General Plan Map Amendment to change the land use designation of the project site from High-Density Residential and Open Space to Low Density Residential and Open Space, 2) a Vesting Tentative Map for a 206-lot Major Subdivision. This public hearing also includes a request to introduce and waive first reading of an ordinance approving an amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District to transfer a total of 112 units from other villages into Village C and convert a total of 206 multi-family units to single-family units for the Siena at San Marco Residential Subdivision (Units 16 and 17). The project site is located immediately south of the Willow Pass Road interchange on State Route 4, near the westernmost edge of Pittsburg city limits in the PD-1362 (Planned Development, Ordinance No. 12-1362) district. Assessor's Parcel Nos. 091-050-072 and portion of 091-050-071.

FISCAL IMPACT

One-time revenues related to construction permits and other development fees and exactions are anticipated with this proposal. There is no impact to the General Fund if this project is approved.

RECOMMENDATION

City Council open the public hearing; take public comment; close the public hearing and take the following actions:

1. Adopt a resolution (Attachment 1) approving a General Plan Map amendment, Vesting Tentative Map for a Major Subdivision; and
2. Introduce, waive further reading, and pass to second reading, an ordinance (Attachment 2) approving an amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District.

Please note: A condition of approval for the project has been included making approval of the Vesting Tentative Map for a Major Subdivision contingent upon City Council adoption of the ordinance approving the amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District.

BACKGROUND

On July 21, 2021, West Coast Home Builders, Inc., filed Planning Application No. AP-21-1584 (GP, PD/RZ, SUBD), requesting: 1) an Amendment to the General Plan Map to change the land use designation of the project site from High-Density Residential and Open Space to Low Density Residential and Open Space, 2) an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District to transfer a total of 112 units from other villages into Village C and convert a total of 206 multi-family units to single-family units, 3) a Vesting Tentative Map for a 206-lot Major Subdivision (Siena at San Marco); to subdivide the project site into 206 individual lots for single-family residences, and 4) Design Review of landscape and architectural plans to construct residences at Siena at San Marco.

On July 27, 2023, the Planning Commission held a public hearing to consider the project. Following public testimony and deliberations, the Planning Commission adopted Resolution No. 10226 (Attachment 3), recommending the City Council adopt an ordinance and resolution to approve the Siena at San Marco Residential Subdivision (Units 16 and 17), subject to conditions.

The project as previously reviewed by the Planning Commission on July 27, 2023, included a request for design review, which was included in the recommendation by the Planning Commission. However, the applicant has requested this portion of the application be withheld from consideration at this time to allow the applicant to revise the architecture and landscape plans. Once resubmitted, staff will return to the Planning Commission and City Council, as appropriate, for consideration and review

Existing Conditions: Village C (62.52 acres) and Village O (25.90 acres) are vacant and undeveloped and bisected by West Leland Rd; Village C is on the north side of West Leland Road and Village O is on the south side of West Leland Road. Surrounding land uses are primarily residential, vacant rangeland and open space.

The project site is comprised of an approximately 48-acre portion of Village C (Unit 17) and an approximately 10-acre portion of Village O (Unit 16). The remaining 15-acre portion of Village C, while currently vacant, is slated for future development of San Marco Villas (Phase III – 270 multifamily units).

The project site (Units 16 and 17) consists of gently rolling hills and some leveled areas. Elevations within the Unit 17 portion of the project site range from 300 to 460 feet above mean sea level and there is a notable large hill in the central part of Unit 17 with a transmission tower and corridor through the middle of the site. Elevations within the Unit 16 portion of the

project site range from 350 to 440 feet above mean sea level with a low area in the western portion of Unit 16, with the surrounding hill gently sloping toward the low area. The transmission line corridor through the project site houses two parallel Pacific Gas and Electric (PG&E) electrical transmission lines (230 and 115 kilovolt [kV]).

The project site is approximately one and one-half-mile from the Pittsburg/Bay Point Bay Area Rapid Transit (BART) station and is within a quarter mile of Tri Delta Transit Route 200 bus stops located near the intersection of West Leland Road and San Marco Boulevard.

See Photos of the Project Site in Attachment 4.

Surrounding Land Uses

Village C (~48 acres)

North: Agricultural-Natural Resources Trust parcel (5 acres) (constructed detention basin), State Highway 4
West: Avila Road RV & Boat Storage, Spilker, LLC property (vacant)
South: West Leland Road and Units 11 and 12 (Positano)
East: Future San Marco Villas III (~15 acres of Village C) – 270 multifamily units, Existing San Marco Villas I and II (Village B – 462 multifamily units)

Village O (~10 acres)

North: West Leland Road
West: Existing residential subdivision known as Positano (Village L)
South: Residential Subdivision known as Positano (Village L)
East: Eastern portion (~16 acres) of Village O (vacant)

See Map of Surrounding Land Uses in Attachment 5.

Proposed Project: The proposed project, if approved, would allow for the development of 181 single-family units on an approximately 48-acre portion of Village C (Unit 17) and 25 single-family units within all approximately 10 acres of Village O (Unit 16).

Village C. The San Marco Development Plan originally planned for 339 multifamily units (townhouse apartments) to be built in Village C. To date, 270 of the 339 multifamily units have been approved (San Marco Villas III), but not yet constructed which leaves 69 units remaining in Village C. The applicant proposes to transfer 112 units into Village C (98 units from Village M, nine units from Village B, and five units from Village O), which would increase the unit count in Village C to 181 total. All 181 units were planned as multifamily units under the original San Marco Development Plan. The proposed project, if approved, would map and construct all 181 units as single-family units instead of multifamily units.

Village O. The San Marco Development Plan originally planned for 291 multifamily units (townhouse apartments) to be built in Village O. To date, none of those units have been approved or constructed. The applicant proposes to convert 25 units within Village O from multifamily units to single family units.

Taken together, Units 16 and 17 (the Siena Subdivision – 206 total single family units) would be constructed on an approximately 58-acre portion of the larger San Marco site; 25 units on a 10-acre portion of Village O and 181 units on a 48-acre portion of Village C.

Project Entitlements.

Three approvals are requested for this project: 1) a General Plan Map Amendment, 2) an Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362), and 3) a Vesting Tentative Map for a Major Subdivision. Each approval is discussed in detail below.

1. General Plan Map Amendment

The proposed General Plan Map Amendment, if approved, would change the current land use designation of the project site from High-Density Residential and Open Space, which allows construction to a maximum of 25 dwelling units per acre (du/ac), to Low Density Residential and Open Space which allows for the construction of a maximum of 7 du/ac.

See Exhibit A of Attachment 1 (Resolution) for the proposed General Plan Map Amendment.

2. San Marco Development Plan and PD-1362 District Amendment (Zoning Map Amendment):

The proposed amendment to the Development Plan and PD-1362 District (Ordinance No. 12-1362), if approved, would:

- a. Reassign 98 units from multifamily Village M, nine (9) units from multifamily Village B, and five (5) units from multifamily Village O to single family Village C; and
- b. Convert 25 units from multifamily Village O to single family units in Village O.

See Exhibit A of Attachment 2 (Ordinance) for the proposed Amendment to the San Marco Development Plan and PD-1362 District.

3. Vesting Tentative Map for a Major Subdivision:

The proposed Major Subdivision, if approved, would subdivide the approximately 58-acre project site into 206, single-family residential lots. The proposed lot sizes range from 3,402 sq. ft. (minimum) to 16,375 sq. ft. (maximum) in Unit 16 and 3,375 sq. ft. (minimum) to 26,560 sq. ft. (maximum) in Unit 17. See discussion below for Vesting Tentative Map project development and design regarding access, open space, off-street parking, bicycle facilities, and infrastructure and utilities.

Access:

Vehicular access to Unit 17 would be from Siena Village Drive. Messina Circle, Livorno Drive, and Brindisi Drive would serve lots in the northern portion and Casina Circle, Giovanni Drive, Catania Court, Lucca Lane, and Pesara Lane would serve lots in the southern portion of Unit 17. Vehicular access Unit 16 would be from Street A. Street B would serve lots in the eastern portion of Unit 16.

All streets throughout the proposed subdivision would be public streets*. Six-foot-wide sidewalks on both sides of the street are required.

Proposed roadway widths are listed below:

Siena Village Drive:	40-ft. – 52-ft.
Giovanni Drive:	40-ft.
Casina and Messina Circles:	36-ft.
Brindisi and Livorno Drives:	36-ft.
Lucca and Pesaro Lanes**:	30-ft.
Catania Court:	30-ft.
Streets A and B:	36-ft.

*Lucca and Pesaro Lanes on the west side of Unit 17 would be private access easements, not public streets, and therefore do not include sidewalks.

**Note: Pursuant to California Vehicle Code section 22500.1 and California Fire Code section 503.3, roadways less than 36-ft. wide shall have NO PARKING-FIRE LANE signs posted, allowing for parking on one side only or curbs painted red with the words NO PARKING - FIRE LANE clearly marked. This requirement will apply to Catania Court and both Lucca and Pesaro Lanes.

Open Space:

Unit 17

There are 11 open space lots of varying sizes throughout Unit 17; Parcels A (49,207 sq. ft.), B (406,631 sq. ft.) and J (222,321 sq. ft.) would be designated open space devoted to Geological Hazard Abatement District (GHAD). Parcel C would be a 2,888-sq. ft. pocket park, Parcel D (1,132 sq. ft.) would be devoted to Emergency Vehicle Access, Parcels E (668 sq. ft.), F (1,093 sq. ft.), G (2,468 sq. ft.) and H (4,366 sq. ft.) would be common area landscaping, Parcel I (1,924 sq. ft.) would be drainage maintenance access and Parcel K would be a 20,314-sq. ft. dog park. Parcels L and M are located across West Leland Road from Unit 17 and would be designated open space. Parcel N indicates a future West Leland Road.

Unit 16

There are four open space lots of varying sizes throughout Unit 16: Parcel A would be a pump station (5,079 sq. ft.), Parcels B (15,363 sq. ft.), C (6,443 sq. ft.) and D would be designated open space devoted to Geological Hazard Abatement District (GHAD).

Frontage improvements to West Leland Road and Santa Teresa Drive (curb, gutter and sidewalk) have already been provided by the applicant.

Infrastructure/Utilities:

Water

Based on a water supply analysis conducted by West Yost, dated July 27, 2022, the proposed subdivision is not anticipated to change the storage or pumping capacity findings or recommendations included in the City's 2015 Water System Master Plan or the City's 2020 Urban Water Management Plan. Further, the additional water demand due to the Project's land use changes represents only a 0.1 percent increase in the City's projected future maximum day and peak hour demands. Thus, the additional water demand is not anticipated to trigger the need for additional pipeline improvements.

Sewer

The City and the Delta Diablo Sanitation District would provide sewer services. The sewer master plan for the overall San Marco Development was previously reviewed and approved by the City, which has always showed the proposed sewers for Unit 17 be conveyed thru San

Marco Villas and eventually discharged into San Marco Boulevard. The proposed sewer design and layout is consistent with the previously City approved master plan.

Stormwater

The Contra Costa County Flood Control District has previously reviewed and approved the San Marco Drainage Study which included the proposed project site.

Provisions regulating stormwater management and discharge control in Chapter 13.28 PMC, require effective February 15, 2005, implementation of appropriate source control and site design measures and stormwater treatment measures for projects that create or replace one acre or more of impervious surface, and that effective August 15, 2006, reduce the threshold to projects that create or replace 10,000 square feet or more of impervious surface.

These provisions do not apply to the proposed project because the Southwest Development Agreement for the San Marco Development occurred on April 3, 1990 (Ordinance No. 90-990), prior to implementation of stormwater management and C3 requirements adopted in February 2005.

Additionally, the applicant is not proposing more impervious surface than what was already approved under the current adopted San Marco Development Plan and PD-1362.

Stormwater from the project will not be treated on-site. Rather, it will flow through street drains and existing infrastructure along W Leland Road to the existing C3 basin near the corner of San Marco Boulevard and W Leland Road approximately between one-quarter and one-half mile from Unit 16 and 17 residences.

A condition of approval will require the applicant to evaluate the existing, receiving storm and sewer facilities for adequate capacity and provide the results to the City to identify any service or supply problems. If any service or supply problems arise, the applicant agrees to cover the cost for installation of additional facilities required to be constructed to accommodate the proposed project.

See Exhibit B of Attachment 1 (Resolution) for the proposed Major Subdivision 9550 and Vesting Tentative Map.

See Exhibit C of Attachment 1 (Resolution) for the proposed Conditions of Approval.

GENERAL PLAN/CODE COMPLIANCE:

Pittsburg General Plan 2020

The project site is located within the larger San Marco Development area which is subject to the San Marco Development Agreement (DA) originally approved by the City Council on July 1, 1993.

The DA was subsequently amended on October 1, 2001, in Ordinance No. 01-1187, on July 19, 2010, in Ordinance No. 10-1326, on April 15, 2013, in Ordinance No. 13-1369 and on December 21, 2020, in Ordinance No. 20-1481.

The DA locked in the land use regulations at the time it was originally adopted. At the time the DA and PD plan were adopted, they were determined to be consistent with the applicable General Plan (1988).

The project site is located within the San Marco Development area in the Southwest Hills subarea of the General Plan and is currently designated a mixture of High-Density Residential and Open Space. The High-Density Residential designation is intended to provide sites for residential densities ranging from 14 to 25 units per acre. The proposed Low Density Residential designation is intended to provide sites for residential densities ranging from 1 to 7 units per acre.

The proposed project is a single-family development with a density of 3.57 units per acre which is inconsistent with the existing General Plan land use designation for the project site.

To address this inconsistency, the applicant is requesting the parcel be redesignated to Low Density Residential. If the proposed General Plan Amendment is approved, the maximum density for the project site would be reduced from 25 units per acre to 7 units per acre, which would allow for a maximum of 404 units on the 57.73-acre project site. The applicant is proposing a total of 206 units on the project site, which is less than the maximum that would be allowed.

Zoning/Amendment to the San Marco Development Plan and PD-1362 (Planned Development, Ordinance No. 12-1362) District (Zoning Map Amendment)

The current zoning for the site is PD-1362 (Planned Development District, Ordinance No. 12-1362) District, and the site is regulated by the conditions of approval set forth in the ordinance establishing the PD District. As previously discussed, the proposed project falls within the area designated as Villages C and O in the San Marco Development Plan area.

The requested PD District amendment would amend the current San Marco Development Plan to: 1) modify the land use table to transfer 98 units from multifamily Village M, nine (9) units from multifamily Village B, and five (5) units from multifamily Village O to single family Village C, and 2) convert 25 units from multifamily Village O to single family units in Village O.

The proposed transfer would not increase the total number of residential units (2,938) approved for construction within the San Marco Development area, pursuant to the provisions of the existing DA.

Pursuant to PMC section 18.62.070, amendments to adopted PD Districts are processed in the same manner as zoning map amendments.

Inclusionary Housing Requirements

Development of the project site (Villages C and O) was envisioned in and is consistent with the current San Marco Development Plan. The San Marco Development Plan was determined to be consistent with the applicable General Plan (1988) at the time it was approved. The proposed project is exempt from Inclusionary Housing requirements in Chapter 18.86 PMC adopted in 2004 because the project is subject to the San Marco Development Agreement. The terms of the San Marco Development Agreement expressly prohibit the application of new City rules, regulations and policies that come into effect after July 1, 1993. As such, the current proposal is exempt and not subject to the Inclusionary Housing Ordinance.

East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (ECCC HCP/NCCP)

The City joined the East Contra Costa County Habitat Conservation Plan Association as a member agency with the adoption of City Council Resolution No. 00-9196 on June 19, 2000. On April 16, 2007, the City established procedures to implement the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (ECCC HCP/NCCP) in PMC Chapter 15.108 (Ordinance No. 07-1293).

PMC section 15.108.030 (Applicability) describes development projects which are exempt from the City's HCP provisions. PMC section 15.108.030(A)(4) specifically exempts *"Development projects with vested rights as established by California law including Government Code Sections 65864 through 65869 (development agreements) and Sections 66498.1 through 66498.9 (vesting tentative maps) where such rights vested prior to adoption of the ordinance codified in this chapter."*

The San Marco Development falls within this exemption given execution of the Southwest Development Agreement for the San Marco Development occurred on April 3, 1990 (Ordinance No. 90-990), prior to implementation of HCP requirements and procedures adopted in 2007.

Required Finding – General Plan Map Amendment: In order to adopt a general plan amendment, the City Council must determine, in accordance with Government Code section 65358, that the amendment would be in the public interest.

Required Findings – Zoning Map Amendment: In order to approve zoning changes, the City Council must determine, in accordance with PMC section 18.48.030, that:

- A. the change proposed is consistent with the objectives, policies, general land uses and programs specified in the General Plan and applicable specific plan;
- B. in the case of a base district, overlay district or general land use regulation, the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed;
- C. a community need is demonstrated for the change proposed; and
- D. its adoption would be in conformity with public convenience, general welfare and good zoning practice.

Required Findings – Vesting Tentative Map for a Major Subdivision: In order to approve a Vesting Tentative Map for a Major Subdivision, the City Council must determine, in accordance with PMC section 17.20.060(c), that:

- A. the proposed map is consistent with the general plan and any applicable specific plan, or other applicable provision of PMC;
- B. the site is physically suitable for the type of development;
- C. the site is physically suitable for the proposed density of development;
- D. the design of the subdivision or the proposed improvements would not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat;

- E. the design of the subdivision or the type of improvements would not cause serious public health problems; and
- F. the design of the subdivision or the type of improvements would not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

A full analysis of how the proposed project meets the required General Plan Map amendment and Vesting Tentative Map for a Major Subdivision findings is provided in Section 2 (Findings) of the Resolution (Attachment 1). A full analysis of how the proposed project meets the required findings for an Amendment to an adopted PD Plan is provided in Section 2 (Findings) of the Ordinance (Attachment 2).

Environmental Review: On January 19, 1993, the City Council adopted Resolution No. 93-7888 certifying a Final Subsequent Environmental Impact Report (SEIR) for the entire, 639-acre, 2,938-unit project currently known as the San Marco Development (State Clearinghouse No. 1991073029).

CEQA Guidelines Section 15164(a) provides that the lead agency or a responsible agency shall prepare an Addendum to a previously certified EIR or Negative Declaration (ND) if some changes or additions are necessary but none of the conditions described in CEQA Guidelines Section 15162 (listed below) calling for preparation of a Subsequent EIR or ND have occurred.

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, or the ND was adopted shows any of the following:
 - A. The project will have one or more significant effects not discussed in the previous EIR or ND.
 - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR or ND.
 - C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR or ND would substantially reduce one or more significant effects on the environment, but the project proponents decline

to adopt the mitigation measure or alternative (CEQA Guidelines, Section 15162, subd. (a); see also Pub. Resources Code, Section 21166).

City staff prepared an Addendum for the proposed project to determine whether and to what extent the SEIR for the San Marco Subdivision remains sufficient to address the potential impacts of the proposed project, or whether additional documentation may be required under the California Environmental Quality Act (CEQA) (Public Resources Code [PRC] §§ 21000, et seq.).

There are no substantial changes proposed by the proposed project or the circumstances in which the proposed project would be undertaken that would require major revisions of the prior certified SEIR. The proposed project does not require preparation of a new subsequent or supplemental EIR due to: 1) the involvement of new significant environmental effects, (2) a substantial increase in the severity of previously identified significant effects, or (3) new information of substantial importance. No mitigation measures or alternatives previously found not to be feasible would in fact be feasible, nor has the Siena at San Marco proponent declined to adopt any additional mitigation measures or alternatives that would substantially reduce one or more significant effects on the environment. Rather, all the impacts associated with the Modified Project are within the envelope of impacts addressed in the prior certified SEIR. Applicable mitigation measures from the prior certified SEIR are identified and discussed in the Addendum and are also recommended for adoption as Conditions of Approval. Based on the discussion in this analysis and in the Addendum, staff determined that preparation of a supplemental or Subsequent EIR or ND was not required and that an Addendum provides the required documentation under CEQA for the proposed project.

See Attachment 6 for a link to the CEQA Addendum.

Public Notice: On or before Friday, January 26, 2024, in accordance with Government Code sections 65090 and 65091, and PMC section 18.14.020.A, B and D, a “Notice of Public Hearing,” for the February 5, 2024, public hearing on this item was published in the East County Times; was posted at City Hall and at or near the project site; was delivered for posting at the Pittsburg Library; was posted on the “Public Notices” section of the City’s website and was mailed via first class or electronic mail to the applicant, to the property owner, to owners of property located within 300 feet of the proposed project site, to local service agencies whose services might be affected by this project, and to individuals who had previously filed written request for such notice. In addition, a copy of the notice was posted on www.nextdoor.com (“Nextdoor”) and was sent directly to all subscribed residents in the “Avila,” “San Marco” and “San Marco Villas” neighborhoods.

See Attachment 7 for the Public Hearing Notice.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Staff believes that the City Council can make the required findings to approve of the requested General Plan Map Amendment, Zoning Map Amendment, and Vesting Tentative Map for a Major Subdivision. The staff-recommended findings are provided in Section 2 (Findings) of Attachment 1 (Resolution) and Attachment 2 (Ordinance) and summarized below.

There is a community need for the proposed amendments and requested approvals. The proposed amendments and requested approvals would conform with public convenience, general welfare and good zoning practice. Currently, the entire San Marco Development area is designated for exclusively residential use in the approved PD Plan. The proposed amendments and requested approvals would not increase the total number of units already envisioned for the San Marco Development rather, would increase the number of small-lot, single-family units in the project, thereby increasing opportunities for homeownership for entry-level buyers in the community. The proposed amendments and requested approvals would also place an increased number of residences in the San Marco development area closer to the Pittsburg/Bay Point BART station.

The proposed project is consistent with many of the goals and policies contained within the 2020 General Plan. For instance, the proposed project will: provide low-density, single-family residential in the Southwest Hills subarea (Goal 2-G-4), provide a dog park as a community amenity (Policy 2-P-6), utilize a PD zoning to achieve a high-quality design outcome (Policy 2-P-5), pay its share of the costs for the construction of facilities needed to serve the development (Policy 3-P-1, 3-P-13, and 7-P-2), include a Class IV bicycle facility along West Leland Road from Villa Drive to Santa Teresa Drive.

Additionally, there is no new information identifying new significant effects, nor is there an increase in the severity of previously identified impacts related to development of the project site. The conclusions from the prior certified SEIR remain unchanged when considering implementation of the proposed project.

ATTACHMENTS:

1. Resolution

- a. Exhibit A – General Plan Map Amendment
- b. Exhibit B – Vesting Tentative Map for Major Subdivision
- c. Exhibit C – Conditions of Approval
- d. Exhibit D – Addendum Appendix G

2. Ordinance

- a. Exhibit A – Amendment to San Marco Development Plan and PD-1362 Plan

3. Planning Commission Resolution No. 10226

4. Photos of Project Site

5. Map of Surrounding Uses

6. CEQA Addendum

7. Public Hearing Notice

Prepared by: Alison Hodgkin, Associate Planner