



CITY OF PITTSBURG AGENDA

OCTOBER 6, 2025

**CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA**

**CLOSED SESSION
5:30 PM**

**REGULAR MEETING
7:00 PM**

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

PRESIDING

**Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member
Arlene Kobata, 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

The Audience Remarks period is for the public to comment on any items scheduled to be heard during the Closed Session portion of the meeting, if applicable.

5:30 PM - CONVENE IN CLOSED SESSION

1. PUBLIC EMPLOYMENT Pursuant to Section 54957
City Manager

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

The standing proclamation(s) were published as part of the agenda. The proclamation(s) will be posted on the City's website and social media accounts as appropriate.

2. Inspire Pittsburg - Pittsburg Italian American Club
3. National Italian-American Heritage Month
4. National Breast Cancer Awareness Month
5. National Arts and Humanities Month
6. California Clean Air Day

PRESENTATIONS

7. The Friends of Isola delle Femmine
8. Presentation on Temporary Outdoor Food Vendors

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)

COMBINED CITY COUNCIL AND PITTSBURG POWER COMPANY PUBLIC HEARING

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute the Economic Development Incentive Agreement with Cielo Supermarket Pittsburg, Inc. for the Highland Square Shopping Center and Adopting the Economic Development Subsidy Report and Adoption of a Pittsburg Power Company Resolution Authorizing the Transfer of Funds to Finance the Economic Development Incentive Agreement

The Highland Square Shopping Center serves as the primary neighborhood commercial center for Pittsburg residents who live along Buchanan Road. The 58,000-square-foot commercial anchor space has been vacant since 2019, and remains vacant due to the COVID-19 Pandemic and economic market factors surrounding big-box retail spaces. In 2024, Cielo Supermarkets ("Cielo") began negotiations to lease approximately 25,000 square feet of the anchor space to open a supermarket and approached the City seeking financial assistance. Staff is proposing an incentive package totaling \$120,000. Pursuant to state law, the amount of the incentive in relation to the overall \$6.2 million project is low and does not trigger prevailing wages.

CONSIDERATION

10. Adoption of a City Council Resolution Authorizing Execution of a Reimbursement Agreement with East Contra Costa Regional Fee and Financing Authority for Project 2019 – BART Pedestrian and Bicycle Connectivity

The East Contra Costa Regional Fee and Financing Authority (ECCRFFA) supports the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. This resolution will authorize the execution of a Reimbursement Agreement between ECCRFFA and the City of Pittsburg to fund the design phase for Project 2019 – BART Pedestrian and Bicycle Connectivity (Project).

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, SOUTHWEST PITTSBURG
GHAD II AND SUCCESSOR AGENCY CONSENT CALENDAR**

11. Minutes of September 15, 2025
12. Adoption of a City Council Resolution Authorizing Execution of Consulting Services Agreement with Raney Planning & Management, Inc. for California Environmental Quality Act (CEQA) Analysis and Permitting for Project 3038 - West Leland Road Extension Phase II

Project 3038 - West Leland Road Extension Phase II (Project) is the construction of an extension of West Leland Road, from Santa Teresa Drive to Avila Road, to enhance traffic circulation. The Project requires analysis of environmental impact under California Environmental Quality Act (CEQA) and permitting for construction. Adoption of this Resolution will authorize the City Manager to execute a Consulting Services Agreement (Agreement) with Raney Planning & Management, Inc. for CEQA analysis and permitting for the Project.

13. Adoption of a City Council Resolution Authorizing Execution of the First Amendment to the General Services Agreement with Operational Technical Services for Specialty Temporary Staffing Services at the Water Treatment Plant

The Water Treatment Plant has two vacant positions in the Water Quality Lab. The City entered into a General Services Agreement (Agreement) with Operational Technical Services (OTS) for specialty temporary staffing services and needs to execute a First Amendment to increase the compensation to extend the services while regular staff recruitment is completed.

14. Adoption of a City Council Resolution Authorizing the City Manager to Execute the First Amendment to the Agreement for Services with Cinquini and Passarino, Inc. for Enhanced Infrastructure Financing District Legal Map and Description Services and Allocating Funds

The Enhanced Infrastructure Financing District (EIFD) formation process requires the creation of a legal map and description of the parcels that will comprise the district. In January 2025, the City entered into an agreement with Cinquini and Passarino, Inc. ("Consultant") to provide these services (the "Agreement"). The Consultant has completed these services and delivered a complete set of signed documents, which will be used for filing the approved district with the State Board of Equalization (BOE). Due to unforeseen additional research required to prepare the documents, an amendment to the Agreement to increase the total compensation by \$16,954 (the "First Amendment") is proposed.

15. Adoption of a City Council Resolution Accepting Project 2227 – Traffic Signal Improvements as Complete and Authorizing the City Engineer to File a Notice of Completion

Project 2227 – Traffic Signal Improvement (Project) upgraded traffic signal hardware at 35 signalized intersections throughout the City. This resolution will accept the project as complete and authorize the City Engineer to file a Notice of Completion.

16. Adoption of a City Council Resolution Authorizing the City Manager to Accept a Community Grant from the United States Environmental Protection Agency and Enter into a Grant Agreement

The City was selected for a \$959,752 federal earmark through the House Appropriations Committee and is eligible for receipt of grant funds through the administering party, the United States Environmental Protection Agency (US EPA) under the Safe Drinking Water State Revolving Fund Community Grants Program. The grant-funded project will identify and install alternative power technology to supplement the energy consumption of the City's Water Treatment Plant (WTP) with off-grid, less expensive energy.

17. Adoption of a City Council Resolution Accepting Project 2028 – Crestview Drive Safety Improvements as Complete and Authorizing the City Engineer to File a Notice of Completion

Project 2028 – Crestview Drive Safety Improvements (Project) installed pavement markings, raised medians, and pedestrian crossings at six intersections throughout the City. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

18. Adoption of a City Council Resolution Approving Expenditures for City Representatives' Travel to China

The City received an invitation from The Chinese People's Association for Friendship with Foreign Countries (the "Conference Host"), inviting City representatives to travel to Hangzhou, China, to attend the 7th China-US Sister Cities Conference from October 25 through October 27, 2025.

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 OCTOBER 20, 2025

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

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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 July 7, 2025

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings (Alt.)	Standing	Annual		G. Evans
Delta Diablo*	Jelani Killings / Arlene Kobata (Alt.)	Standing	2nd Wednesday	4:30 PM	J. Samuelson
East Co. Co. County Habitat Conservancy	Arlene Kobata / Juan Banales (Alt.)	Standing	4th Monday (Bi-Monthly)	2:00 PM	J. Davis
East County Water Management	Juan Banales / Jelani Killings (Alt.)	Standing	Bi-Annual	1:00 PM	J. Samuelson
MCE Clean Energy Board	Arlene Kobata / Angelica Lopez (Alt.)	Standing	3rd Thursday	6:30 PM	D. Buchanan
TRANSPLAN / ECCRFFA	Juan Banales / Dionne Adams (Alt.)	Standing	2nd Thursday	6:30 PM	J. Samuelson
Tri-Delta Transit (2 reps)**	Angelica Lopez & Dionne Adams / Jelani Killings (Alt.)	Standing	4th Wednesday	4:00 PM	J. Samuelson
LIAISON	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
East Bay League of California Cities	Jelani Killings / Dionne Adams (Alt.)	Standing	3rd Thursday		G. Evans
Green Empowerment Zone	Arlene Kobata / Jelani Killings (Alt.)	Standing	3rd Friday (Bi-Monthly)	9:30 AM	J. Davis
Los Medanos Health Advisory Committee	Arlene Kobata & Jelani Killings	Ad Hoc	As needed		M. Aliotti
Mayor's Conference	Jelani Killings / Dionne Adams (Alt.)	Standing	1st Thursday	6:30 PM	G. Evans
Pittsburg Police Activities League (PAL)	Arlene Kobata & Angelica Lopez / Dionne Adams (Alt.)	Standing	Monthly		S. Albanese
School Districts Committee (2x2)	Jelani Killings & Angelica Lopez / Juan Banales (Alt.)	Standing	Quarterly		M. Aliotti
SUBCOMMITTEES	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
Community and Economic Development	Jelani Killings & Dionne Adams / Angelica Lopez (Alt.)	Standing	2nd Wednesday	5:30 PM	J. Davis
Development Agreement	Jelani Killings & Dionne Adams	Ad Hoc	As needed		J. Davis
Finance Management	Juan Banales & Jelani Killings / Dionne Adams (Alt.)	Standing	3rd Friday	5:00 PM	P. Rodrigues
Infrastructure and Transportation	Juan Banales & Dionne Adams / Angelica Lopez (Alt.)	Standing	4th Thursday	5:30 PM	J. Samuelson
Tenant Protections	Juan Banales & Angelica Lopez	Ad Hoc	As needed		S. Bellafronte
Life Enrichment	Dionne Adams & Angelica Lopez / Arlene Kobata (Alt.)	Standing	3rd Wednesday	5:30 PM	K. Simonton
Pittsburg Arts and Community Foundation	Angelica Lopez & Jelani Killings	Standing	As needed		K. Simonton
Public Safety	Arlene Kobata & Angelica Lopez / Jelani Killings (Alt.)	Standing	1st Wednesday	5:30 PM	S. Albanese

*Stipend of \$170 per month

** Stipend of 100 per month



Proclamation

NATIONAL ITALIAN-AMERICAN HERITAGE MONTH

October 2025

WHEREAS, the City of Pittsburgh celebrates the diversity and history of our City; and

WHEREAS, October marks Italian-American Heritage month by recognizing the contributions and achievements of Italian-Americans; and

WHEREAS, between 1880 and 1924, nearly four million people left the familiar comfort of Italy to make a new life for themselves and their families in the unknown land of America; and

WHEREAS, over 26 million Americans of Italian descent currently reside in the United States, making up America's seventh largest ethnic group; and

WHEREAS, Italian-Americans have indeed worked hard to build upon their rich heritage over the last century, and the fruits of their labor are evident in various aspects of our national life; and

WHEREAS, several generations of Southern Italian and Sicilian-Americans look back on the courage of their ancestors with the heartfelt gratitude and unparalleled pride.

NOW, THEREFORE, I, Jelani Killings, on behalf of the City Council of the City of Pittsburgh, do hereby proclaim October 2025 as National Italian-American Heritage month in the City of Pittsburgh.



Jelani Killings, Mayor

Alice E. Evenson, City Clerk



Proclamation

NATIONAL BREAST CANCER AWARENESS MONTH October 2025

WHEREAS, Breast Cancer Awareness month is an international health campaign that is held every October; and

WHEREAS, the month aims to promote screening and prevention of the disease which affects over 2 million women worldwide; and

WHEREAS, known best for its pink theme color, the month features a number of programs conducted by cancer advocacy organizations to local community groups to major retailers; and

WHEREAS, October 13 is nationally recognized in the U.S. as Metastatic Breast Cancer Awareness Day and seeks to educate the public on the need for more research and treatments for this deadline disease.

NOW, THEREFORE, I, Jelani Killings, on behalf of the City Council of the City of Pittsburgh, do hereby proclaim October 2025 as National Breast Cancer Awareness Month in the City of Pittsburgh and encourage the community to be proactive by scheduling screenings that can lead to early detection and preservation.



A handwritten signature in black ink, appearing to read "Jelani Killings".

Jelani Killings, Mayor

A handwritten signature in blue ink, appearing to read "Alice E. Evenson".

Alice E. Evenson, City Clerk



Proclamation

NATIONAL ARTS AND HUMANITIES MONTH October 2025

WHEREAS, every October, organizations and communities across the country celebrate National Arts and Humanities Month (NAHM) to recognize the importance of culture in America; and

WHEREAS, NAHM was launched by Americans for the Arts more than 30 years ago as a National Arts week in honor of the twentieth anniversary of the National Endowment for the Arts and National Endowment for the Humanities. In 1993, it was reestablished by Americans for the Arts and National Arts Partners as a month-long celebration; and

WHEREAS, the goal is to focus on equitable access to the arts at local, state, and national levels; encourage individuals, organizations, and diverse communities to participate in the arts; allow governments and businesses to show their support of the arts; and to raise public awareness about the positive impact of the arts and humanities in our communities and lives; and

WHEREAS, the arts is a national asset and should be available everywhere to everyone and this month encourages everyone to appreciate art and explore the rich cultures around us.

NOW, THEREFORE, I, Jelani Killings, on behalf of the City Council of the City of Pittsburgh, do hereby proclaim October 2025 as National Arts and Humanities Month in the City of Pittsburgh and call upon our residents to celebrate and get involved by promoting the arts and humanities of our nation.



Jelani Killings, Mayor

Alice E. Evenson, City Clerk



Proclamation

CALIFORNIA CLEAN AIR DAY

October 1, 2025

WHEREAS, air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affect the natural environment and air quality; and

WHEREAS, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our city; and

WHEREAS, everyone can play a role and raise awareness to encourage our residents to develop environmentally healthier habits to improve the air quality in our community.

NOW, THEREFORE, I, Jelani Killings, on behalf of the City Council of the City of Pittsburgh, do hereby proclaim October 1, 2025 as California Clean Air Day in the City of Pittsburgh and encourage all residents to participate by developing habits that can improve the air quality.



A handwritten signature in black ink, appearing to read 'Jelani Killings'.

Jelani Killings, Mayor

A handwritten signature in blue ink, appearing to read 'Alice E. Evenson'.

Alice E. Evenson, City Clerk



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

TO: Mayor/Chair and Council/Governing Board Members

FROM: Maria M. Aliotti - Interim City Manager/Executive Director

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute the Economic Development Incentive Agreement with Cielo Supermarket Pittsburg, Inc. for the Highland Square Shopping Center and Adopting the Economic Development Subsidy Report, Adoption of a Pittsburg Power Company Resolution Authorizing the Transfer of Funds to Finance the Economic Development Incentive Agreement

MEETING DATE: October 6, 2025

EXECUTIVE SUMMARY

The Highland Square Shopping Center serves as the primary neighborhood commercial center for Pittsburg residents who live along Buchanan Road. The 58,000-square-foot commercial anchor space has been vacant since 2019, and remains vacant due to the COVID-19 Pandemic and economic market factors surrounding big-box retail spaces. In 2024, Cielo Supermarkets ("Cielo") began negotiations to lease approximately 25,000 square feet of the anchor space to open a supermarket and approached the City seeking financial assistance. Staff is proposing an incentive package totaling \$120,000. Pursuant to state law, the amount of the incentive in relation to the overall \$6.2 million project is low and does not trigger prevailing wages.

FISCAL IMPACT

The proposed incentive totals \$120,000: 1) a \$77,500 building permit fee credit and a \$42,500 sales tax rebate, remitted at 50% of quarterly tax receipts upon issuance of the Certificate of Occupancy. The building permit fee credit would be covered through a transfer of funds from the Pittsburg Power Company ("PPC"); the 50% remittance of

quarterly sales tax receipts ensures the City will collect some revenue. Based upon review of sales tax revenue, it is estimated that the \$42,500 sales tax rebate will be paid within two years of the business opening.

RECOMMENDATION

City Council adopt the resolution authorizing the City Manager to execute the Economic Development Incentive Agreement with Cielo Supermarket Pittsburg, Inc. and Adopting the Economic Development Subsidy Report, the Governing Board of the Pittsburg Power Company adopt the attached resolution authorizing the transfer of funds to support the Economic Development Incentive Agreement.

BACKGROUND

The subject tenant space within the Highland Square Shopping Center has been vacant since the closure of Food Source in 2019. This closure came at the inflection point when the COVID pandemic hit and businesses of all shapes and sizes felt its impact. One of the residual impacts coming out of this has been retail businesses looking to reduce their overhead costs by reducing their location footprint, leaving many large spaces in the region vacant. Other examples include the former K-Mart store in Concord and the former Fry's Electronics store in Fremont. Property owners of these spaces have recently found success in demising these large spaces into smaller spaces to allow tenants to move into these units with less overhead cost. As such, Cielo is looking to lease approximately 25,000 square feet of the Highland Square Shopping Center to open its second grocery store in the region.

Cielo Supermarket first opened its doors in 2021 at 1818 A Street in Antioch, filling a much-needed void in grocery amenities in that area. With Cielo Pittsburg, the owners seek to transform the long-vacant space into a vibrant, community-centered grocery store providing access to fresh, affordable food, excellent service, and a shopping experience that reflects the diversity and character of Pittsburg. Their goal is not just to operate a store, but to become a trusted neighborhood partner.

The proposed project valuation is currently estimated at approximately \$6.2 million, and is likely to open by Summer 2026.

SUBCOMMITTEE FINDINGS

The proposed agreement was presented and discussed at the Community and Economic Development Subcommittee meeting on August 21, 2025. The Subcommittee generally supported the incentive as proposed. However, it was requested that the supermarket be a full-service grocer, that a reasonable opening date be required, and that a term be established for the sales tax rebate.

STAFF ANALYSIS

This proposed incentive package would support the development and operation of the grocery store, while having minimal financial impact to the City, including no out-of-pocket costs. Potential community benefits include the following:

- Adding a grocery store amenity to an existing food desert;
- Activating a long vacant space;
- 70 full-time jobs, 20 part-time jobs, and 65 temporary construction jobs;
- Increased local access to fresh produce and grocery staples;
- Sales tax revenue;
- Increased property tax revenue;
- A committed, family-run business with deep roots in the region; and
- Opportunities for community partnerships and local engagement.

The business owners have stated that the proposed incentive package would be of significant benefit to ensuring that the store is fully stocked, functional, and community-ready. Specifically, they will put the financial assistance toward commercial refrigeration, cold storage equipment, tenant improvements, storefront upgrades, and start-up costs such as inventory and initial operation.

ATTACHMENTS: CC Resolution
 PPC Resolution
 Agreement
 Economic Development Subsidy Report

Report Prepared by: Robert Hicks-Carrera, Economic Development Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute an)
Economic Development Incentive Agreement)
With Cielo Supermarket Pittsburg, Inc. and)
Adopting an Economic Development Subsidy)
Report)

RESOLUTION NO. 25-

WHEREAS, a grocery store is a vital amenity for the neighborhood surrounding the Highland Square Shopping Center; and

WHEREAS, a grocery store has not operated in the Highland Square Shopping Center since 2019, leaving a significant gap in grocery amenities for the surrounding neighborhood; and

WHEREAS, Seeno Enterprises, owner of the Highland Square Shopping Center, has sought to lease the vacant space to a new grocery store tenant since 2019. During this time, the City partnered with the property owner to conduct marketing and outreach initiatives to bring attention to the space; and

WHEREAS, Cielo Supermarket is seeking to expand by opening a second grocery store, and entered into a lease agreement with the property owner in October 2024 to lease approximately 25,000 square feet of the vacant grocery space with plans to construct tenant improvements to open and operate a grocery store at the Highland Square Shopping Center ("Project"); and

WHEREAS, the project would benefit the City and the surrounding neighborhood by increasing property and sales tax annual revenues and providing a total of approximately 70 full-time jobs, 20 part-time jobs, and 65 temporary construction jobs; and

WHEREAS, in order to facilitate the development of a new grocery store in this area, the City proposes to provide a financial incentive to support the construction and operation of Cielo Supermarket at the Highland Square Shopping Center.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Economic Development Incentive Agreement with Cielo Supermarket Pittsburg, Inc.

BE IT FURTHER RESOLVED that the City Council of the City of Pittsburg hereby adopts the Economic Development Subsidy Report.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of October 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

BEFORE THE GOVERNING BOARD OF THE PITTSBURG POWER COMPANY
OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Transfer of \$77,500 in)
Pittsburg Power Company Funds to the City of)
Pittsburg to Provide a Permit Fee Waiver as)
Part of the Economic Development Incentive)
Agreement between the City of Pittsburg and)
Cielo Supermarket Pittsburg, Inc.)

RESOLUTION NO. 25-

WHEREAS, a grocery store is a vital amenity for the neighborhood surrounding the Highland Square Shopping Center. A grocery store has not operated in the center since Food Source closed in 2019, leaving a significant gap in grocery amenities for the surrounding neighborhood; and

WHEREAS, Seeno Enterprises, property owner sought to lease the vacant space to a new grocery store tenant from 2019 to 2024. During this time, the City partnered with the property owner to conduct marketing and outreach initiatives to bring attention to the space; and

WHEREAS, Cielo Supermarket, owned by Hector and Fabiola Gomez, opened their first location in Antioch in 2020; and

WHEREAS, Cielo Supermarket, seeking to expand by opening a second grocery store, entered into a lease agreement with the property owner in October of 2024 to lease approximately 25,000 square feet of the vacant grocery space with plans to construct tenant improvements to open and operate a grocery store at the Highland Square Shopping Center; and

WHEREAS, the project would result in a supermarket significantly larger than the Cielo's current location in Antioch and a significant expansion of the Cielo Supermarket brand; and

WHEREAS, the project would benefit the area by increasing property and sales tax annual revenue and providing a total of approximately 70 full-time jobs, 20 part-time jobs, and 65 temporary construction jobs; and

WHEREAS, the City of Pittsburg seeks to enter into an Economic Development Incentive Agreement in the form of a permit fee waiver and a sales tax rebate to support this project; and

WHEREAS, the Pittsburg Power Company seeks to invest in this project by utilizing funds towards the permit fee waiver of the Economic Development Incentive Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Pittsburgh Power Company hereby authorizes the transfer of \$77,500 in Pittsburgh Power Company funds to the City of Pittsburgh to fund the Permit Fee Waiver as part of the Economic Development Incentive Agreement between the City of Pittsburgh and Cielo Supermarket Pittsburgh, Incorporated.

PASSED AND ADOPTED by the Governing Board of the Pittsburgh Power Company at a regular meeting on the 6th day of October 2025 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Chair

ATTEST:

Maria M. Aliotti, Interim Executive Secretary

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF PITTSBURG AND CIELO SUPERMARKET PITTSBURG INC.

This Economic Development Incentive Agreement (“**Agreement**”) is made by and between the City of Pittsburg, a California municipal corporation (“**City**”) and Cielo Supermarket Pittsburg Inc., a California General Stock Corporation (“**Business**”), effective as of _____, 2025 (“**Effective Date**”). City and Business are each hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. The property located at 1375 Buchanan Road, Pittsburg, CA 94565 (the “**Property**”) is improved with the Highland Square Shopping Center (“**Center**”). The 50,181 square foot anchor space (“**Space**”) located on the Center is designed for and was previously occupied by a grocery store.

B. A grocery store is a vital amenity for the neighborhood surrounding the Property. A grocery store has not operated in the Space since Food Source closed in 2019, leaving a significant gap in grocery amenities for the surrounding neighborhood.

C. Seeno Enterprises, LLC, a California limited liability company (“**Property Owner**”) sought to lease the Space to a new grocery store tenant from 2019 to 2024. During this time, the City and a representative of the Property Owner partnered to conduct marketing and outreach initiatives to bring attention to the space.

D. The Business, owned by Hector and Fabiola Gomez, operates a grocery store called “Cielo Supermarket.” The first Cielo Supermarket opened in Antioch in 2020.

E. The Business is seeking to expand by opening its second grocery store and believes the Space is an ideal location for its second grocery store.

F. The Business entered into a lease agreement with the Property Owner in October of 2024 to lease approximately 25,000 square feet of the Space (“**Premises**”), with plans to construct tenant improvements to prepare the Premises for use as the Business’s second store and to open and operate a grocery store in the Premises (“**Project**”). The Project would result in a supermarket significantly larger than the Business’s current location in Antioch and a significant expansion of the Cielo Supermarket brand.

G. The Project would benefit the City and the surrounding neighborhood by increasing property and sales tax annual revenue and providing a total of approximately 70 full-time jobs, 20 part-time jobs, and 65 temporary construction jobs.

H. In order to facilitate the development of a new grocery store in this area, the City wishes to provide a financial incentive to support the construction and operation of Business's new supermarket at the Property. The financial incentive will include a waiver of certain permit fees and a rebate of a portion of the sales taxes the Business will pay.

NOW, THEREFORE, for good and valuable consideration, the Parties agree to the following:

Section 1. Incorporation of Recitals.

The above Recitals are incorporated herein as if fully set forth in the body of this Agreement.

Section 2. Definitions.

"Affiliate" means an entity over which the Business has Control.

"Agreement" is defined in the preamble.

"Assignment" is defined in Section 12.

"Business" is defined in the preamble.

"Business's Share" means fifty percent (50%) of the Sales Taxes.

"Casualty" means the Premises are damaged or destroyed by any earthquake, flood, fire, hurricane, tornado, war, insurrection, act of the public enemy, act of God, riot, or vandalism.

"CDTFA" means the California Department of Tax and Fee Administration.

"Center" is defined in Recital A.

"City" is defined in the preamble.

"City Rebate Payment" is defined in Section 7.2(c).

"City Tax Determination" is defined in Section 7.2(a).

"Claims" means any and all manner of liabilities, claims, actions, causes of action, suits, proceedings, demands, damages, fines, penalties, obligations, orders, judgments, liens, costs, expenses, including attorneys' fees, costs, and disbursements.

“Close” means the Project has been Open for a period of time and thereafter ceases to be Open, except for purposes of performing repairs or reconstruction following a Casualty.

“Control” means any of the following (a) the Business has direct or indirect management or control of the managing member or members of the entity if the entity is a limited liability company; (b) the Business has direct or indirect management or control of the managing general partner or general partners if the entity is a partnership, and (c) if the entity is a corporation (i) the Business and the entity have boards of directors that overlap by more than fifty percent (50%) of their directors, or (ii) the Business has direct or indirect control of a majority of the shareholders.

“Default” is defined in Section 10.1.

“Effective Date” is defined in the preamble.

“Law(s)” means any and all applicable laws, ordinances, statutes, codes, rules, regulations, orders and decrees, of the United States, the State of California, the County, City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over City, Business, this Agreement, or the Property, including the California Environmental Quality Act, California Public Resources Code sections 21000 et. seq. (**“CEQA”**), CEQA guidelines, and implementing regulations (all as amended from time to time); labor laws and standards (including Prevailing Wage Laws); Public Contracts Code requirements; the Municipal Code (including zoning and development standards; the Uniform Building Code (with City modifications) and other building, plumbing, mechanical and electrical codes; disabled and handicapped access requirements (including the Americans With Disabilities Act, 42 U.S.C. section 12101, et seq., Government Code section 4450, et seq., Government Code section 11135, et seq., and the Unruh Civil Rights Act, Civil Code section 51, et seq.); and all provisions consolidating, amending, replacing, succeeding or supplementing any of the foregoing.

“Material Default” is defined in Section 10.2.

“Open” means the Project is open for business to the public as an adequately staffed, fully furnished, fully fixtured, adequately stocked grocery store with inventory and supplied with water, gas, and electricity.

“Opening Date” is defined in Section 10.2(a).

“Outside Agency” means any governmental authority having jurisdiction over the Business, the Project, or the Property.

“Party” and **“Parties”** are defined in the preamble.

“Period” means a calendar year quarter.

“Permit” means any permit the Business must obtain from the City’s Building Division or the City’s Public Works- Engineering Division for the Project.

“Permit Fee Waiver” is defined in Section 7.1.

“Permit Fee Waiver Cap” is defined in Section 4.

“Permit Fee Waiver Condition(s)” is defined in Section 6.2.

“Permit Fee Waiver Term” is defined in Section 5.1.

“Premises” is defined in Recital F.

“Project” is defined in Recital F.

“Property” is defined in Recital A.

“Property Owner” is defined in Recital C.

“Sales Tax Law” means the Bradley-Burns Uniform Local Sales and Use Tax Law (California Revenue and Taxation Code section 7200, *et seq.*). If the Bradley-Burns Uniform Local Sales and Use Tax Law is further amended, terminated or rescinded, and Sales Taxes are calculated in an alternate manner or are replaced by an alternate revenue stream (i) arising from the retail sale, use or other consumption of tangible personal property from or in the Space, or (ii) designated as being a replacement for Sales Taxes previously generated by the retail sale, use or other consumption of tangible personal property on or from the Space, then “Sales Taxes” shall also mean those revenues attributable to sales, services or consumption of tangible personal property in, on or from the Space, collected for City in the alternate manner of calculation, so long as City receives its portion of such revenues and has the legal right under California and/or federal Law to retain and control the disposition of all of its portion thereof.

“Sales Tax Rebate” is defined in Section 4.

“Sales Tax Rebate Cap” is defined in Section 4.

“Sales Tax Rebate Condition(s)” is defined in Section 6.1.

“Sales Tax Rebate Term” is defined in Section 5.2.

“Sales Taxes” means for each 3-month Period during the Term, that portion of taxes actually received by City from the imposition of Sales Tax Law attributable to the sales, services or business activities of the Business within the Space to the extent allocated and paid by the State Board of Equalization to City for its use, in a particular 3-month Period. The defined term “Sales Taxes” shall not include any of the following: (i) any sales tax levied by, collected for or allocated to the State of California, the County, or any district or entity (including an allocation to a statewide or Countywide pool) other than City; (ii) any administrative fee charged by the State Board of Equalization or the County; (iii) any portion of sales tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable Law; (iv) any sales tax (or other funds measured as sales tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into City’s general fund; and (v) any sales taxes which City cannot pay to the Business consistent with the requirements of Government Code Section 53084 and 53084.5. No Sales Taxes shall be considered to have been received by City until City is able to confirm City’s actual receipt thereof from the State Board of Equalization.

“Space” is defined in Recital A.

“Waiver Request” is defined in Section 7.1.

Section 3. Business Representations. The Business represents, warrants and covenants to City as follows:

(a) Authority and Organization. The Business is a California corporation duly organized within and in good standing under the Laws of the State of California and qualified to do business in California. The copies of the documents evidencing the organization of the Business that have been delivered to City are true and complete copies of the originals, as amended to the Effective Date. The Business has full right, power and lawful authority to undertake all of its obligations as provided herein, the execution, performance and delivery of this Agreement by the Business has been fully authorized by all requisite actions on the part of the Business, each and all of the persons signing on behalf of the Business are authorized to do so, and such execution is binding upon the Business.

(b) No Conflict. To the best of the Business’s knowledge, the Business’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Business is a party or by which it is bound.

(c) No Bankruptcy. The Business is not the subject of a bankruptcy proceeding or in the process of filing for any bankruptcy protection.

(d) **No Litigation.** There are no Claims, causes of action or other litigation or proceedings pending or threatened against the Business that would affect the Business's ability to undertake and satisfy all of its obligations pursuant to this Agreement.

(e) **Truth of Representations and Warranties.** The Business shall, upon learning of any material fact or condition which would cause any of the warranties and representations in this Section 3 not to be true, immediately give written notice of such fact or condition to City.

Section 4. Incentive Package. Subject to satisfaction of the terms and conditions herein, the Business will be eligible to receive a financial incentive package with a maximum total value of One-Hundred and Twenty Thousand Dollars (\$120,000). The financial incentive package will include (1) waiver of any City fee the City would ordinarily require for issuance of any Permit during the Permit Fee Waiver Term defined in Section 5.1 ("**Permit Fee Waiver**"), up to a maximum amount of Seventy-Seven Thousand, Five Hundred Dollars (\$77,500) ("**Permit Fee Waiver Cap**"); and (2) a rebate of the Business's Share of Sales Taxes during the Sales Tax Term defined in Section 7.2 ("**Sales Tax Rebate**"), up to a maximum total of Forty-Two Thousand Five Hundred Dollars (\$42,500) ("**Sales Tax Rebate Cap**").

4.1 Business's Project Costs. Except as otherwise expressly provided herein, all costs of site preparation, planning, designing, permitting, and constructing the Project shall be borne solely by the Business. The Permit Fee Waiver shall not include fees that the Business pays directly to or that City collects on behalf of an Outside Agency.

4.2 No Cash Value. The Business shall have no right to receive a cash payment for the difference between the amount of Permit fees the City actually waives and the Permit Fee Waiver Cap, or the difference between the total amount of Sales Taxes the City rebates to the Business during the Sales Tax Term and the Sales Tax Rebate Cap.

Section 5. Term:

5.1 Permit Fee Waiver Term. The "**Permit Fee Waiver Term**" means the period commencing on the Effective Date and expiring on the earlier of the date that the City has approved Waiver Requests evidencing that the Business has incurred Permit fees that equal or exceed the Permit Fee Waiver Cap and December 31, 2029.

5.2 Sales Tax Rebate Term. The "**Sales Tax Rebate Term**" means the period commencing on the date the Business receives its Certificate of Occupancy and expiring on the earlier of (a) the date that all City Tax Determinations equal or exceed the Sales Tax Rebate Cap and the period in Section 7.2(b) has expired without the Business requesting an audit or any audit requested pursuant to Section 7.2(e) has been completed, and (b) December 31, 2029.

Section 6. Conditions Precedent.

6.1 Conditions Applicable to Sales Tax Rebate. The conditions listed in this Section 6.1 are conditions precedent to any City Tax Determination or City Rebate Payment (each, a “**Sales Tax Rebate Condition**” and collectively the “**Sales Tax Rebate Conditions**”).

(a) Seller’s Permit. The Business shall have obtained a seller’s permit.

(b) Filing of Returns; Payments. The Business shall have filed all required returns with the CDTFA for the applicable Period and provided City with copies thereof. The Business shall have paid any amounts that the Business owes under the Sales Tax Law for the applicable Period.

(c) Certificate of Occupancy. The Business shall have received a Certificate of Occupancy from the City for the Project.

(d) Open. The Business shall Open in the Space.

(e) City Receipt of Documentation. The City shall have received all of the items listed in Section 7.2(a).

(f) No Default. At the time of the City Tax Determination or due date for the City Rebate Payment, the Business shall not be in Default and no Material Default shall have occurred.

6.2 Conditions Applicable to Permit Fee Waiver. The conditions listed in this Section 6.2 are conditions precedent to any Permit Fee Waiver (each, a “**Permit Fee Waiver Condition**” and collectively the “**Permit Fee Waiver Conditions**”).

(a) Permit Ready to Issue. City shall have received a complete application for any Permit and be ready to issue such Permit subject only to the payment of any applicable fees.

(b) Receipt of Waiver Request. City shall have received a Waiver Request.

(c) No Default. At any time between City’s receipt of a Waiver Request and the due date for City’s approval or disapproval of the Waiver Request, the Business shall not be in Default and no Material Default shall have occurred.

Section 7. Processing of Incentives.

7.1 Permit Fee Waiver: After the Business submits a complete application for each Permit (other than payment of fees), the Business will deliver to City a written request to waive the City’s fees for the Permit together with the invoice(s) evidencing the amount of the fees the City would otherwise charge for the Permit

(collectively, the “**Waiver Request**”). Within ten (10) business days after receipt and review of the Waiver Request, the City shall determine whether Permit Fee Waiver Conditions have been satisfied and deliver the Business written notice of City’s approval or disapproval of the Waiver Request and, if the notice states the City’s approval of the Waiver Request, the amount of fees that are waived. Any disapproval shall state in writing the reasons for disapproval. The Business may submit Waiver Requests until the Permit Fee Waiver Cap is reached or until the Permit Fee Waiver Term expires. If a Waiver Request is timely submitted, the Permit Fee Waiver Cap has not been reached, and the Permit Fee Waiver Conditions have been satisfied, City’s obligation to approve a Waiver Request shall survive the expiration of the Permit Fee Waiver Term.

7.2 Sales Tax Rebate: The City shall determine the Business’s Share and, subject to satisfaction of the Sales Tax Rebate Conditions, make payment to the Business as provided in this Section 7.2.

(a) City Tax Determination. The City Manager or their designee shall provide the Business with a statement of the aggregate Sales Taxes received by the City during the preceding Period and City’s determination of the Business’s Share for such preceding Period (herein referred to as the “**City Tax Determination**”) within forty-five (45) days after City has received all of the following: (i) from the State of California, the Sales Taxes generated from the Project for the Period; (ii) from the CDTFA, the payment data to verify receipt of such Sales Taxes; (iii) from the Business, all returns the Business is required to file for the Period under the Sales Tax Law and evidence that the Business has remitted to CDTFA all amounts required under the Sales Tax Law for that Period.

(b) Business Review of City Tax Determination. The Business shall review and approve or disapprove City Tax Determination within forty-five (45) days of receipt of the City Tax Determination. The Business’s failure to send written notice of disapproval within such 45-day period shall be deemed Business’s approval of the City Tax Determination. Any disapproval shall state in writing the reasons for disapproval and the Business’s requested changes and shall provide any additional information or documentation available to the Business to support Business’s requested changes. City, promptly following receipt of a notice of disapproval by Business and the additional supporting information shall review all information provided by the Business and either re-determine the City Tax Determination for the Period or provide the Business with a statement of disagreement with respect to the Sales Taxes for the applicable Period and Business’s Share. Any disagreement between the City and the Business with respect to the City Tax Determination shall be resolved pursuant to an audit conducted by the Business pursuant to subsection (e) below.

(c) City Rebate Payment. Within thirty (30) days after the Business approves the City Tax Determination, City shall pay the Business the Business’s Share of the Sales Taxes (each, a “**City Rebate Payment**”). City anticipates that each City Rebate Payment can be made within one hundred twenty (120) to one hundred fifty (150) days after the end of each Period.

(d) Proration. City's obligation to make the City Rebate Payments shall automatically terminate upon expiration of the Sales Tax Rebate Term or other termination of this Agreement, provided however, if the Sales Tax Rebate Term expires before the City is required to make payment of a City Rebate Payment for a Period during which this Agreement was in full force and effect for the Period or portion thereof, the City shall pay Business the Business's Share of Sales Taxes or prorated portion thereof for the Period that this Agreement was in effect.

(e) Audit. The Business may, by written notice to City, request an independent audit of City's Sales Taxes records and reports. The independent audit of the books and records shall be conducted by a CPA reasonably acceptable to both Business and City, who shall be compensated on a fee for service rather than on a contingency fee basis. If, within thirty (30) days after City's receipt of Business's notice requesting an audit, Business and City are unable to agree on the CPA to conduct such audit, then Business may designate a nationally recognized accounting firm not then employed by Business or City to conduct such audit. The audit shall be limited to the determination of the amount of Sales Taxes for the applicable Period. Any audit shall be conducted in accordance with standards to ensure that any City information regarding sales and use tax remains confidential as required by Law. In the event the audit determines the City Rebate Payment was less than the Business's Share, the City shall within thirty (30) days of the completion of such audit make a payment to the Business of the amount of any underpayment. In the event the audit determines that the City Rebate Payment exceeded the Business's Share, the amount of any overpayment shall offset future City Rebate Payments until the overpayment has been corrected and, if no further City Rebate Payments are due, then Business shall refund the amount of the overpayment to City within 10 days following City's demand. The Business shall pay all costs and expenses of the audit.

Section 8. Compliance with Laws.

The Business, at its expense, shall obtain all permits, inspections, authorizations, licenses, and entitlements required under applicable Law. In addition, the Business, at its expense, shall construct, operate, and manage the Project in conformity with all applicable Laws. In exchange for City's financial commitments under this Agreement, the Business hereby waives and releases all rights or Claims that the Business has or may have in the future against City or the Indemnitees under applicable Laws as a result of, arising out of, or connected with the Business's development or operation of, or City's financial contributions to, the Project, including but not limited to any Claims under applicable Labor Code Provisions including Labor Code section 1720 *et seq.* The Business further covenants and agrees that it will not bring, commence, maintain or prosecute, directly or indirectly, any action at law or proceeding in equity or any legal administrative proceeding or any claim for damages or any other relief against City or any Indemnitees, based in whole or in part on any actual or alleged failure to comply with Laws. The waiver and release set forth in this Section 8 may, and shall be plead, as a full and complete defense to, and may be used as a basis for an injunction against any action, suit or proceeding which may be instituted, prosecuted, or maintained in breach of the covenants contained in this Section 8.

The Business is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

As such relates to this Section 8, the Business hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Business's Initials:

Initial
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The Business shall defend (with counsel reasonably acceptable to City), indemnify, assume all responsibility for, and hold harmless City and its elected and appointed representatives, officers, employees, agents and volunteers, from and against, any and all Claims, arising directly or indirectly from approval or implementation of this Agreement or construction or operation of the Project, including the Business's actual or alleged failure to comply with applicable Laws as required above, including any and all Claims made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781, whether such Claims shall accrue or be discovered before or after expiration or termination of this Agreement. The Business's obligations under this Section 8 shall survive termination or expiration of this Agreement.

Section 9. Insurance.

The Business shall at all times maintain those insurance policies specified in Exhibit A and shall comply with the requirements set forth in Exhibit A. Within ten (10) business days after the Effective Date, Business shall provide the documentation described in Exhibit A, section C.5.

Section 10. Default and Remedies.

10.1 Default. Each of the events listed below shall constitute a "Default" under this Agreement.

(a) The Business's failure to pay all necessary permitting fees associated with the Project, whether such fees are outside the purview of the Permit Fee Waiver or any fee for any Permit above the Permit Fee Waiver Cap, within ten (10) days after receipt of written notice from City.

(b) The Business's failure to comply with all Laws which failure is not cured within ten (10) days after receipt of written notice from City.

(c) The Business's failure to perform fully any of its other promises, covenants, or agreements under this Agreement as and when due and such failure is not cured within ten (10) days after receipt of written notice from City.

(d) The City's failure to make any payment required under this Agreement within ten (10) days after receipt of written notice from the Business.

10.2 Material Default. Any of the following shall be an incurable, material default by Business ("**Material Default**"):

(a) Opening to the Public: The Business's failure to complete construction of the Project and receive its Certificate of Occupancy, and Open in the Premises within two (2) years after the Effective Date ("**Opening Date**"). The City Manager may, in their sole discretion, extend the Opening Date one time for no more than ninety (90) days.

(b) Closure. The Project Closes within forty-eight (48) months after the Project Opens.

(c) Business's Representations and Warranties. The fact that any of the Business's representations were untrue on the Effective Date, or the Business's failure to comply with Section 3(e).

(d) Repeated Failure to Comply with Laws. The Business's failure to comply with the same Law on two (2) or more occasions in a calendar year, or three (3) or more occasions during the Sales Tax Rebate Term or the Permit Fee Waiver Term.

(e) Assignment Without Consent. Any attempted Assignment without City's prior written consent.

10.3 Remedies

(a) City Remedies Generally. If a Default occurs under this Agreement, then City may exercise any right or remedy which it has under this Agreement, or which is otherwise available at law or in equity or by statute, and all of City's rights and remedies shall be cumulative.

(b) City Cessation of Payments and Permit Fee Waiver. Upon the occurrence of a Default by the Business, and without further notice or demand, City may, at its option, cease making City Tax Determinations, disbursing City Rebate Payments, and approving any Waiver Requests.

(c) Repayment to City.

In the case of a Material Default described in Section 10.2, the City may seek payment of any Permit fees that were previously waived. In the case of a Material Default described in Section 10.2 (b), (c), (d), or (e) the City may seek payment of any

Permit fees that were previously waived and repayment of any City Tax Determination previously paid to the Business. The City shall deliver the Business notice of City's election of this remedy and the Business shall, within ten (10) days after the Business's receipt of notice, submit to City payment of any Permit fees previously waived and repayment of any City Rebate Payments previously received. If the Developer does not timely remit payment to City, City shall be entitled to pursue any remedy available at law or in equity including recovery of actual damages.

(d) Termination of Agreement. In the case of a Material Default by Business, the City may terminate this Agreement immediately upon written notice to the Business.

(e) Remedy Against City. If the Sales Tax Rebate Conditions have been satisfied, the City is in Default following notice and expiration of the cure period set forth in Section 10.1(d), the Business may enforce its right to receive a City Tax Determination or City Rebate Payment by specific performance. If the Permit Fee Waiver Conditions have been satisfied, the City is in Default, and the cure period set forth in Section 10.1(d) or 10.1(e) has expired, the Business may enforce its right to receive a Permit Fee Waiver by specific performance.

(f) Limitation on Damages. Neither Party shall be entitled to any consequential, special or punitive damages.

(g) No Waiver. Any failure or delay by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 11. Indemnification.

Business shall indemnify, defend and hold harmless City and its elected and appointed representatives, officers, employees, agents and volunteers, from and against any and all third-party Claims arising out of or resulting from the construction of the Project or performance or implementation of this Agreement, whether caused in whole or in part by any negligent or intentional act or any omission of Business, its officers, managers, members, agents, employees, subcontractors, volunteers or anyone directly or indirectly acting on behalf of Business, regardless of whether caused in whole or in part by an indemnified party, except to the extent such Claim is caused by the sole or gross negligence or willful misconduct of City.

Section 12. Assignments.

12.1 City Approval of an Assignment. Except as otherwise provided in this Section 12, neither this Agreement nor the Business's rights hereunder shall be

assigned or transferred (each, an “**Assignment**”), without the prior written consent of City in its sole discretion. Consent to one Assignment shall not be deemed consent to any subsequent Assignment.

(a) Change of Control; Asset Sale. An Assignment requiring City consent shall include (i) a sale of all of the Business’s assets to a third party, and (ii) the collective issuance, sale or transfer of 30% or greater of the Business’s equity interests to third parties.

(b) Assignment to an Affiliate. An assignment or transfer of this Agreement to an Affiliate of Business shall not require the consent of the City, but shall be subject to subsections (c) and (d) below.

(c) Notice to City. At least thirty (30) days prior to the date the Business desires any Assignment to be effective, the Business shall give City written notice, setting forth the name, address and business of the proposed assignee and such other information as City may reasonably request.

(d) Assumption of Obligations. Any assignee pursuant to an Assignment consented to by City and any Affiliate assignee shall deliver to City, before the Assignment shall be effective, a written original of the assignment of this Agreement and the assignee’s agreement to be bound by, assume and perform and observe all terms, covenants and obligations of the Business hereunder, which instrument must be in a form reasonably acceptable to the City Attorney.

12.2 Notice of Change in Organization. The Business shall notify City of any changes in organization, or any other business actions requiring notification to the California State Board of Equalization, California Secretary of State, the County Recorder’s Office, California Franchise Tax Board, the County Assessor, or any other state or local entity required to be notified of any change in business organization or action, even if the foregoing does not constitute an Assignment, within ten (10) days following the date of such change.

Section 13. Notices.

Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be sent (i) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (ii) by first-class United States mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service, marked for next day business delivery. All notices shall be addressed to the Party to whom such notice is to be given at the address stated in this Section 13 or to such other address as a Party may designate upon ten (10) days prior written notice to the other; notices sent by a Party’s attorney on behalf of such Party shall be deemed delivered by such Party.

For the avoidance of doubt, telephone numbers are supplied below only for the purpose of accommodating a courier's or delivery service's request for a telephone number for the party receiving notice

If to City: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: Economic Development Manager
Telephone: (925) 252-4279

With copy(ies) to: City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Attorney
Telephone: (925) 252-4850

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565
Attn: City Manager
Telephone: (925) 252-4850

If to Business: Cielo Supermarket Pittsburg Inc.
1231 Thompson Road
Napa, CA 94558
Attn: Fabiola Gomez
Telephone: (925) 383-2165

All notices shall be deemed effective on the earliest of (a) actual receipt; (b) rejection of delivery; (c) if sent by first class mail, the third day on which regular United States mail delivery service is provided after the day of mailing; or (d) if sent by overnight delivery service, on the next day on which such service makes next-business-day deliveries after the day of sending.

Section 14. Approvals on Behalf of the City

Whenever this Agreement references an action or approval to be undertaken by City, including any action by the City Manager, the City Manager or his or her designee is authorized to act on behalf of City unless specifically provided otherwise or the context should require otherwise.

Section 15. Construction of Agreement.

The captions preceding the sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement. Except where explicit reference is made to business days, provisions in this Agreement relating to number of days shall be calendar days. Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last day. If the last day falls on a Saturday, Sunday or holiday, the last day shall be extended until the next business day. Use of the word "including" means "including, without limitation." As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

Section 16. Relationship of the Parties; No Third Party Beneficiaries.

The Parties entering into this Agreement do not intend to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's-length contract. There are no third-party beneficiaries to this Agreement.

Section 17. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of California, without regard to conflict of laws principles. Any actions brought to enforce any provisions of this Agreement shall be brought in Contra Costa County.

Section 18. Time Is of the Essence.

Time is of the essence with respect to all obligations of Business and City under this Agreement.

Section 19. Severability.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

Section 20. Entire Agreement.

This Agreement constitutes the entire understanding of the Parties regarding the subject matter and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations, and statements are superseded by this Agreement.

Section 21. Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

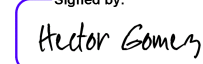
Section 22. Counterparts; Electronic Signatures.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

BUSINESS:

Signed by:

D2D8889E15A841E...

Hector Gomez
President/Owner

CITY OF PITTSBURG:

Maria M. Aliotti
Interim City Manager

APPROVED AS TO FORM:

Donna Mooney
City Attorney

EXHIBIT A

Insurance Requirements

Business, 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. Business shall be fully responsible for the acts and omissions of its subcontractors or other agents.

A. Workers' Compensation. Business 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 Business in the amount required by applicable law.

B. Commercial General and Automobile Liability Insurance.

1. **General requirements.** Business, 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.
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 Business has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.
3. **Occurrence Basis.** The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.

C. Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to each policy:

1. **Additional Insured.** 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 Business, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired,

or borrowed by the Business. Coverage can be provided in the form of an endorsement to the Business'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.

2. **Primary.** For any claims related to this Agreement or the work hereunder, the Business'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 Business's insurance and non-contributing.
3. **Severability.** The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
4. **Cancellation or Modification Notice.** Business agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.
5. **Submittal Requirements.** Business shall submit a Certificate of Liability Insurance in the amounts specified in this Agreement and an Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.
6. **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.
7. **Deductibles and Self-Insured Retentions.** Insurance obtained by the Business shall have a self-insured retention or deductible of no more than \$100,000.
8. **Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
9. **Waiver of Subrogation.** Business hereby agrees to waive subrogation which any insurer or contractor may require from Business by virtue of the payment of any loss. Business 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 Business, its employees, agents, and subcontractors.

10. **Subcontractors.** Business 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 Business shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.
11. **Excess Insurance.** If Business maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Business.

**ECONOMIC DEVELOPMENT SUBSIDY REPORT PURSUANT TO CALIFORNIA
GOVERNMENT CODE SECTION 53083
ON ECONOMIC DEVELOPMENT INVENTIVE AGREEMENT BETWEEN THE CITY
OF PITTSBURG AND CIELO SUPERMARKET PITTSBURG INC.**

The following Summary Report has been prepared pursuant to California Government Code Section 53083. The report sets forth certain details of the Economic Development Incentive Agreement ("Agreement") between the following parties:

1. The City of Pittsburg ("City"), a municipal corporation; and
2. Cielo Supermarket Pittsburg Inc., a California General Stock Corporation ("Business").

The purpose of this Agreement is to effectuate economic development in the City. The purpose of this report is to provide the information required pursuant to Government Code Section 53083 in regard to the Agreement. This report shall remain available to the public and posted on the City's website until the economic development subsidy, as further described in section II, is fully distributed.

I. Name and address of all corporations or any other business entities, except for sole proprietorships, that are the beneficiary of the economic development subsidy:

Cielo Supermarket Pittsburg Inc.
1231 Thompson Road
Napa, CA 94558
Attn: Fabiola Gomez

II. Start and end dates and schedule, if applicable, for the economic development subsidy:

The proposed economic development subsidy expires on December 31, 2029, or earlier when the allotted amounts for each of the two subsidies (Permit Fee Waiver and Sales Tax Rebate) are fully remitted.

III. Description of the economic development subsidy, including the estimated total amount of the expenditure of public funds by, or of revenue lost to, the local agency as a result of the economic development subsidy:

The City is providing the Business with a fee waiver on City building permit fees up to a maximum amount of \$77,500, contingent on conditions met in Section 6.2 of the proposed agreement. The City will also provide the Business, upon all conditions met in Section 6.1 of the proposed agreement, with a quarterly sales tax rebate of 50% of receipts until a grand total amount \$42,500 has been rebated back to the Business. In total, the City agrees to provide the Business with a contribution equal to the maximum of One Hundred and Twenty Thousand Dollars (\$120,000), so long as it is less than two percent (2%) of the total cost of the Project.

IV. Statement of the public purposes for the economic development subsidy:

The Pittsburgh City Council has determined that encouraging economic development, including private investment that involves creation of new jobs and income in the City, or the retention of existing jobs and income that would otherwise be lost or be unavailable to the residents of the City, is a valid exercise of its powers and provides an important public benefit and serves an important public purpose. By authorizing the City to enter into this Agreement, the City Council has determined that the benefits accruing as a result of the transactions contemplated by this Agreement, including, without limitation, (i) the addition of a new full-service grocery store amenity to a location that has been built for, but vacant a grocery store for over six years; (ii) increased revenues from property and sales taxes; (iii) enhanced economic opportunities generated by the development of a new grocery store serving Pittsburgh, and (iv) the addition of approximately 70 full-time jobs, 20 part-time jobs, and 65 temporary construction jobs.

V. The projected tax revenue to the local agency as a result of the economic development subsidy:

The City expects to receive increases in sales taxes and property taxes over the long term as a result of supporting the establishment of this full-service grocery store. The current City sales tax rate is 9.25% on qualified products and services. Of that 9.25% rate, 1.5% goes directly to the City of Pittsburgh. That means when the business produces one million dollars in taxable sales revenue, the City receives \$15,000 of sales tax revenue from those sales.

The assessed value of the shopping center as of 2025 is \$7.3 million dollars. Within the site's tax rate area, the City receives 18.478% of the general property tax levy of 1.0% of assessed value, with the balance of the collected property taxes going to other taxing jurisdictions. At this level of value, the shopping center where the project is located generates \$13,489 in property tax income to the City of Pittsburgh.

VI. Job Creation:

The Project is projected to create the following number of temporary jobs during construction, and full-time and part-time jobs during operation:

Full-time jobs: 70

Part-time jobs: 20

Temporary construction jobs: 65



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

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Execution of a Reimbursement Agreement with East Contra Costa Regional Fee and Financing Authority for Project 2019 – BART Pedestrian and Bicycle Connectivity

MEETING DATE: October 6, 2025

EXECUTIVE SUMMARY

The East Contra Costa Regional Fee and Financing Authority (ECCRFFA) supports the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. This resolution will authorize the execution of a Reimbursement Agreement between ECCRFFA and the City of Pittsburg to fund the design phase for Project 2019 – BART Pedestrian and Bicycle Connectivity (Project).

FISCAL IMPACT

This Reimbursement Agreement will allow ECCRFFA to reimburse the City \$3,551,824 for the cost of improvements to California Avenue. These improvements were funded through a combination of State and Federal grants, Local Traffic Mitigation Fees, Measure J, and Measure M. This reimbursement will allow the remaining local funds to be returned to their funding source at the completion of the project.

An updated CIP sheet is attached.

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to execute the Reimbursement Agreement for Project 2019 – BART Pedestrian and Bicycle Connectivity.

BACKGROUND

On August 9, 1994, Antioch, Brentwood, Pittsburg, and Contra Costa County formed the ECCRFFA, a separate joint powers agency, by entering into an agreement that would support the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. Five amendments have been made between 1999 and 2024.

On March 4, 2024, the City Council adopted Resolution 24-14440, accepting the plans and specifications and awarding a contract for Project construction.

On June 12, 2025, the ECCRFFA Board of Directors approved Resolution 25/07 authorizing the Program Manager to negotiate and execute an ECCRFFA standard Reimbursement Agreement with the City to reimburse the City \$3,551,824 for ECCRFFA's share of the California Avenue project.

SUBCOMMITTEE FINDINGS

This item was presented to the Infrastructure and Transportation Subcommittee on May 22, 2025.

STAFF ANALYSIS

ECCRFFA collects a uniform regional development impact fee for projects of regional significance. This list is composed of projects submitted by each member agency and approved by the ECCRFFA Board. These projects become eligible for funding once they are classified as a priority project and added to the ECCRFFA Strategic Plan.

The ECCRFFA project list includes a project to widen California Avenue from 2-lanes to 4-lanes from Railroad Avenue to Loveridge Road. The section of California Avenue from Harbor Street to Loveridge Road has previously been completed, leaving the section between Railroad Avenue and Harbor Street.

As part of the Project, California Avenue was widened to 3-lanes and a class I bicycle and pedestrian pathway was constructed on the south side. City staff submitted a request to receive reimbursement from ECCRFFA for the California Avenue related improvements of the Project in exchange for considering the California Avenue Widening project as complete.

ATTACHMENTS: Resolution
 Reimbursement Agreement
 ECCRFFA Resolution 25/07
 Updated CIP Sheet

Report Prepared By: John Samuelson, Public Works Director/City Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the Execution of a)
Reimbursement Agreement with East)
Contra Costa Regional Fee and Financing)
Authority for Project 2019 – BART)
Pedestrian and Bicycle Connectivity)

RESOLUTION NO. 25-

WHEREAS, on August 9, 1994, Antioch, Brentwood, Pittsburg, and Contra Costa County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into an agreement that would support the establishment and administration of a uniform regional development fee program that funds and implements regional road improvement projects in the East County area. Five amendments have been made between 1999 and 2024; and

WHEREAS, on March 4, 2024, the City Council adopted Resolution 24-14440, accepting the plans and specifications, and awarding a contract for construction of Project 2019 – BART Pedestrian and Bicycle Connectivity (Project); and

WHEREAS, on June 12, 2025, the ECCRFFA Board of Directors approved Resolution 25/07 authorizing the Program Manager to negotiate and execute an ECCRFFA standard reimbursement agreement with the City to reimburse the City \$3,551,824 for ECCRFFA's share of the Project on California Avenue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg authorizes the City Manager to execute the Reimbursement Agreement with the East Contra Costa Regional Fee and Financing Authority for Project 2019 – BART Pedestrian and Bicycle Connectivity.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of October 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

**REIMBURSEMENT, WAIVER, AND RELEASE AGREEMENT BETWEEN THE
EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY AND
THE CITY OF PITTSBURG**

*Relative to:
California Avenue Project*

This Reimbursement Agreement (“Agreement”) is entered into as of _____, 2025 (“Effective Date”), by and between the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”), a joint exercise of powers agency organized as a separate entity by the cities of Antioch, Brentwood, Oakley, and Pittsburg and the County of Contra Costa, and the City of Pittsburg (“CITY”), a municipal corporation (ECCRFFA and the CITY are sometimes collectively referred to as the “Parties,” and each as a “Party”).

RECITALS

- A. ECCRFFA is a joint exercise of powers entity among the cities of Antioch, Brentwood, Oakley, and Pittsburg, and Contra Costa County (“Member Agencies,” and each a “Member Agency”). ECCRFFA receives revenues from regional transportation development impact mitigation (“RTDIM”) fees that the Member Agencies impose on new developments under fee ordinances adopted by those agencies.
- B. RTDIM fees fund projects on ECCRFFA’s project list based on the priority given to the projects in the ECCRFFA joint exercise of powers agreement among the Member Agencies, as amended (the “JEPA”). From time to time, the Board of Directors updates the ECCRFFA strategic plan (“Strategic Plan”) to allocate RTDIM fee revenues to ECCRFFA projects consistent with funding priorities in the JEPA and any funding priorities approved by the Board of Directors.
- C. The California Avenue (Railroad Avenue to Harbor Street) Project (“Project”) was included in the 2005 East Contra County Regional Fee Program Update. In June 2025, ECCRFFA’s Board of Directors approved an updated Strategic Plan that included \$3.56 million in funding for ECCRFFA’s regional share of the Project costs, which amount represents ECCRFFA’s funding obligation for costs to design, construct, manage, and acquire right of way for the Project (the “Reimbursable Costs”). The Reimbursable Costs are determined to be slightly lower than the amount in the June 2025 Strategic Plan, and are in the amount of \$3,551,824.20.
- D. ECCRFFA and CITY desire to enter into this Agreement to allow the Reimbursable Costs to be paid to CITY to satisfy ECCRFFA’s funding obligation for the Project.

AGREEMENT

Now, therefore, ECCRFFA and the CITY agree as follows:

1. **Recitals.** The Parties agree that the above recitals are true and are incorporated in and made a part of this Agreement.
2. **Term.** The term of this Agreement begins on the Effective Date, and it expires upon the date on which the Reimbursable Costs in the amount of \$3,551,824.20 are paid to CITY.
3. **ECCRFFA's Reimbursement Commitment.** ECCRFFA will reimburse the CITY for the Reimbursable Costs within 60 days after the Effective Date by delivering a check, made payable to CITY, to CITY's address specified in Section 6 of this Agreement.
4. **CITY's Waiver and Release of Claims; Indemnification.**
 - a. Release. Effective upon the date on which ECCRFFA reimburses CITY for the Reimbursable Costs under Section 3, the CITY does hereby release and discharge ECCRFFA and its other Member Agencies, and their officers, employees, agents, contractors, attorneys, successors, and assigns (collectively, "Released Entities"), from any and all claims, demands, causes of action, obligations, damages, attorney's fees, costs, judgments, and liabilities (collectively, "Liabilities") that the CITY has or could assert against any Released Entities, in any manner related to or arising from the Released Entities' obligation to reimburse the CITY for costs that the CITY incurred to design, construct, manage, and acquire right of way for the Project, including payment to City any Reimbursable Costs. The CITY knowingly waives its right to make any claim against the Released Entities for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."
 - b. Indemnification. Effective upon the date on which ECCRFFA reimburses CITY for the Reimbursable Costs under Section 3, the CITY shall fully defend, indemnify, and hold the Released Entities harmless for any and all liabilities, costs, expenses, demands, damages, claims, causes of action, fines, penalties, judgments, attorney's fees, and attorney's fee awards (collectively, "Liabilities") that arise from or are connected with the design, construction, construction management, right-of-way acquisition, maintenance, operation, or repair of the Project. Provided, however, that CITY shall not be required to indemnify any Released Entity from the proportion of any Liabilities that arise from the negligence or willful misconduct of that Released Entity.

c. Survival. The requirements of this Section 4 shall survive the termination or expiration of this Agreement.

5. **Audit.** In order to make audits, ECCRFFA shall have the right of access to any books, documents, papers, and other records of the CITY that are pertinent to ECCRFFA's reimbursement of Reimbursable Costs under this Agreement. During the term of this Agreement and for a period of three (3) years following its expiration (the "Audit Period"), the CITY shall keep and maintain accurate financial accounts, in accordance with generally acceptable accounting principles, of all Reimbursable Costs. During the Audit Period, the CITY shall provide ECCRFFA copies of accounting records regarding the Reimbursable Costs and ECCRFFA's reimbursement of those costs within 10 days after ECCRFFA's written request, and the CITY shall make those records available for inspection during the CITY's normal business hours, at the CITY's offices, or the offices of its financial consultant. During the Audit Period, the CITY shall account for all Reimbursable Costs and shall provide ECCRFFA a written summary and current total of those costs within 30 days after a request by ECCRFFA. The requirements of this Section 5 shall survive the termination or expiration of this Agreement.
6. **Notices.** All notices, payments, and other correspondence required to be given under this Agreement shall be in writing, and shall be delivered in person, by overnight delivery, or by U.S. Mail, to the following:

To ECCRFFA:

Dale Dennis, Program Manager
c/o Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553

To CITY:

City of Pittsburg
ATTN: City Manager
65 Civic Avenue
Pittsburg, CA 94565

or to such other address as each Party may respectively designate by written notice to the other Party. A notice or other correspondence shall be deemed given on the same day if it is personally delivered, on the next day if it is delivered by overnight delivery, or on the fifth (5th) day after the postmark date if it is given by U.S. Mail. A courtesy copy of a notice or other correspondence may be sent by email, as long as the notice or other correspondence also is given in a manner expressly authorized by this section.

7. **Assignment.** This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties hereto. This Agreement may not be assigned by either Party unless the assignment is approved in writing by the other Party.

8. **Modification.** This Agreement may not be modified or amended except in a writing signed by both Parties hereto.
9. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this Agreement is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this Agreement do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The recitals of this Agreement are, and shall be enforceable as, a part of this Agreement.
10. **No Third-Party Beneficiaries.** Except for CITY's release of all Released Entities and its obligation to indemnify all Released Entities contained in Section 4, nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement.
11. **Waiver.** A waiver of breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.
12. **Specific Performance.** The sole remedy for violation of this Agreement shall be the specific performance of this Agreement.
13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
15. **Attorney's Fees.** In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs, and expenses.

[Remainder of page intentionally left blank - signatures on next page.]

CITY OF PITTSBURG

**EAST CONTRA COSTA REGIONAL
FEE & FINANCING AUTHORITY**

Maria M. Aliotti, Interim City Manager

Dale Dennis, Program Manager

Approved as to Form:

Approved as to Form:
Thomas L. Geiger, County Counsel

Donna Mooney, City Attorney

By Stephen M. Siptroth
Assistant County Counsel

**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

**APPROPRIATION RESOLUTION NO. 25/07 A RESOLUTION OF THE EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY (ECCRFFA) APPROPRIATING FUNDS TO
THE CALIFORNIA AVENUE PROJECT IN ACCORDANCE WITH COOPERATIVE AGREEMENT
NO. 14-25 BETWEEN ECCRFFA
AND CITY OF PITTSBURG (CITY)
FOR THE CALIFORNIA AVENUE PROJECT**

WHEREAS, the East Contra Costa Regional Fee and Financing Authority (“ECCRFFA”) Strategic Plan, dated June 12, 2025, (“Strategic Plan”) includes \$3,560,000 for the California Avenue Project (“PROJECT”); and

WHEREAS, ECCRFFA and CITY have entered into a Cooperative Agreement No. 14-25 regarding the funding of the PROJECT; and

WHEREAS, CITY has submitted a Request for Appropriation of Funds (“Request”) and an overall financial plan for the PROJECT pursuant to Cooperative Agreement No. 14-25; and

WHEREAS, ECCRFFA’s Program Manager has reviewed the Request and has determined that (1) the Request is for Eligible Project Costs, as defined in Cooperative Agreement No. 14-25, and (2) the request is consistent with the most recent ECCRFFA Strategic Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY, AS FOLLOWS:

RESOLVED, that the Request is consistent with the Strategic Plan and Cooperative Agreement No. 14-25; and

RESOLVED, that the scope of work and conditions set forth in Attachment A of this RESOLUTION, which is incorporated herein as set though set forth at length, are hereby approved; and

Board of Directors:

Susannah Meyer, City of Brentwood - Chair
Aaron Meadows, City of Oakley - Vice Chair
Juan Banales, City of Pittsburg
Diane Burgis, Contra Costa County
Ron Bernal, City of Antioch

**EAST CONTRA COSTA
REGIONAL FEE AND FINANCING AUTHORITY**

Antioch – Brentwood – Pittsburg – Pittsburg and Contra Costa County

RESOLVED, that funds will be disbursed to CITY in accordance with the provisions of Cooperative Agreement No. 14-25, but, unless ECCRFFA determines additional funds are available, not to exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Strategic Plan; and

RESOLVED, that this appropriation shall expire on December 31, 2026; and

RESOLVED, that this Resolution is incorporated into Exhibit B of Cooperative Agreement No. 14-25, an updated copy of which is attached as Attachment B to this RESOLUTION. Exhibit B in the Cooperative Agreement is replaced with new Exhibit B attached hereto as Attachment B.

PASSED AND ADOPTED at a regular meeting of the Board of Directors held the 12th day of June, 2025, by the following vote:

AYE: Meyer, Meadows, Banales, Burgis, Bernal

NAY: None

ABSENT: None

ABSTAIN: None

Attest:

A handwritten signature in blue ink, appearing to read "Lal L enns", is written over a horizontal line.

Secretary or Designee

Board of Directors:

Susannah Meyer, City of Brentwood - Chair

Aaron Meadows, City of Oakley - Vice Chair

Juan Banales, City of Pittsburg

Diane Burgis, Contra Costa County

Ron Bernal, City of Antioch

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/07**

Date: June 12, 2025

Amount of Funds: \$3,560,000

Appropriated to: City of Pittsburgh

Specific Project: California Avenue (Project)

Appropriated For: Construction Phase Costs for Project

Scope of Work: Construction Phase

Other Conditions:

1. Subject to the PROJECT's inclusion in ECCRFFA's Strategic Plan and subject to availability of RTDIM funds collected, ECCRFFA'S obligation to provide the CITY funds for ELIGIBLE PROJECT COSTS under an adopted funding resolution is expressly made subject to ECCRFFA's receipt of sufficient RTDIM funds to both (a) meet other ECCRFFA obligations, and (b) provide funding under the funding resolution, both as determined by ECCRFFA in its sole discretion.
2. ECCRFFA regional share of the Construction Phase Costs is 100% of the actual Construction Phase Costs and may be more or less than the allocation of \$3,560,000. If the costs come in higher than \$3,560,000, CITY would need to return to ECCRFFA to request additional funding.
3. ECCRFFA's obligations under this funding resolution are subject to the terms and conditions of Cooperative Agreement No. 14-25.

Staff Comments: None

ATTACHMENT A

**EAST CONTRA CITY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/07**

Total Funds Programmed in the East Contra Costa Regional Fee and Financing Authority Strategic Plan approved on June 12, 2025, for the entire California Avenue Project (ECCRFFA's Strategic Plan currently in effect):

<u>Period</u>	<u>Amount</u>
FY 2025/26	\$3,560,000
Total	\$3,560,000
<u>Total Authorization to Date:</u>	
Total funds appropriated to date under Cooperative Agreement No. 14-25 for the Project, including this appropriation, are \$3,560,000.	
Resolution Adopted:	06/12/2025
Appropriation Resolution No:	25/07
Coop Agreement No:	14-25
Project Sponsor:	CITY
Resolution Amount:	\$3,560,000

ATTACHMENT B
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
APPROPRIATION RESOLUTION NO. 25/07

COOPERATIVE AGREEMENT No. 14-25
between
EAST CONTRA COUNTY REGIONAL FEE AND FINANCING AUTHORITY
and
CITY OF PITTSBURG

EXHIBIT B

Chronological Listing of Fund Appropriation Resolutions

Project Name	Resolution Number	DATE	FUNDS APPROPRIATED	CUMULATIVE TOTAL
California Avenue Project	25/07	6/12/2025	\$3,560,000	\$3,560,000

TOTAL FUNDS APPROPRIATED:	\$3,560,000
----------------------------------	-------------

Project Title:

Project #:

BART Pedestrian & Bicycle Connectivity

2019



Project Category:	Roadway Infrastructure
Location:	Railroad Ave, California Ave, and Bliss Ave
Project Manager:	K. Labao
Project Priority:	1A – Essential
Project Status:	Construction
Est. Completion Date:	2025/26

Description/Justification:

The Project encompasses the installation of a Class II buffered bicycle lane along Railroad Avenue from California Avenue to East 17th Street. This work will include slurry seal, and the installation of roadside signs and pavement striping and markings. Additionally, a Class I path along the west side of Railroad Ave from State Route 4 (SR-4) to the Delta De Anza Regional Trail will be installed. Along the SR-4 East-bound on-ramp from the BART parking facility to Railroad Avenue, a Class I path will be installed along the north side of the adjacent properties within Caltrans right-of-way. These improvements will enhance safety and security within the BART vicinity. During the Bid Opening phase additional improvements such as “Alternate A” – The street and trail lighting along California Avenue and “Alternate D” – Railroad Avenue path lighting have been added to the project scope.

Supplemental Information:

Caltrans has relinquished to the City of Pittsburg a portion of SR-4 consisting of Class I bikeways south of California Avenue between Railroad Avenue and Harbor Street.

Federal/State Funding Sources: One Bay Area Grant 2 (OBAG2); Pedestrian, Bicycle, and Trail Facilities (PBTF Grant); Safe Routes to Bart (SR2B); and Transportation Development Act (TDA Grant).

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
1101	Staff Time	\$91,439	\$95,000	\$5,000					\$ 191,439
2122	Design	\$955,790	\$5,000						\$ 960,790
2281	Construction		\$6,000,000	\$1,716,000					\$ 7,716,000
2372	Administrative Overhead	\$88,235	\$95,000	\$5,000					\$ 188,235
TOTAL		\$ 1,135,464	\$ 6,195,000	\$ 1,726,000					\$ 9,056,464
PROJECT FUNDING		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
Federal/State Funding		\$5,228,000							\$ 5,228,000
303	Local TMF	\$3,225,000		\$64,000					\$ 3,289,000
204	Measure J	\$515,050							\$ 515,050
111	Measure M	\$25,000							\$ 25,000
ECCRFFA				\$3,551,824					\$ 3,551,824
TOTAL		\$ 8,993,050		\$ 3,615,824					\$ 12,608,874

**CITY OF PITTSBURG
CITY COUNCIL/AGENCY CONCURRENT MEETING MINUTES**

DATE: September 15, 2025

LOCATION: Council Chamber, City Hall, 65 Civic Avenue, Pittsburg, CA 94565

CITY COUNCIL/AGENCY MEMBERS

Jelani Killings, Mayor/Chair
Dionne Adams, Vice-Mayor/Chair
Angelica Lopez, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Arlene Kobata, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

Maria M. Aliotti, Acting City Manager/Acting Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

Mayor Killings called the regular meeting to order at 7:01 P.M. in the Council Chamber at City Hall, 65 Civic Avenue Pittsburg, CA. after having convened in Closed Session at 5:32 P.M. for the following Closed Session:

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION pursuant to Section 54956.9(d)(1)
Center for Biological Diversity v. City of Pittsburg et al, Contra Costa County Superior Court, case no. N24-2162

City Attorney Mooney stated that an update was provided to the City Council and there were no reportable actions taken.

2. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:
City designated representatives: Garrett Evans, Maria Aliotti, Jennifer Brizel, Jordan Davis
Employee organizations: Pittsburg Police Managers Group

City Attorney Mooney stated that the City Council provided direction to staff, and there were no reportable actions taken.

3. PUBLIC EMPLOYMENT Pursuant to Section 54957
City Manager

City Attorney Mooney stated that an update was provided to the City Council and there were no reportable actions taken.

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8
Property: 1000 Center Drive APN 086-100-049;-050;-051;-052
City negotiators: Maria Aliotti, Jordan Davis

Negotiating party: Discovery Builders Inc.
Under negotiation: Price and terms of payment

City Attorney Mooney stated that the City Council provided direction to staff, and there were no reportable actions taken

ROLL CALL

Vice Mayor Adams and Member Banales were absent and excused.

PLEDGE OF ALLEGIANCE

Mayor Killings led the Pledge of Allegiance.

PRESENTATIONS

5. Presentation on Temporary Outdoor Food Vendors

Mayor Killings noted for the record that this presentation would be moved to a later date.

PROCLAMATIONS

6. Inspire Pittsburg – Pittsburg Kiwanis
7. National Hispanic Heritage Month

CITY MANAGER REPORTS/REMARKS

Acting City Manager Aliotti gave an update on upcoming community events.

PUBLIC COMMENTS

Laura Millison introduced herself as the new Library Manager for Pittsburg and provided an update on current library events.

COMMITTEE REPORTS

Member Lopez attended the Life Enrichment and Public Safety Subcommittee meetings.

Mayor Killings attended the Community and Economic Development Subcommittee meeting.

PUBLIC HEARING

8. Adoption of a City Council Resolution Approving the 2024-2025 Community Development Block Grant Consolidated Annual Performance and Evaluation Report

Mayor Killings opened the Public Hearing. There being no one to speak on the item, Mayor Killings closed the Public Hearing

On Motion by Member Lopez, seconded by Member Kobata and adopted by the following vote:

AYES: Kobata, Lopez, Killings
ABSENT: Adams, Banales

CONSIDERATION

9. Adoption of a City Council Resolution Authorizing the City Manager to Execute an Intergovernmental Support Agreement with Military Ocean Terminal Concord for Small Construction and Design Services

On Motion by Member Lopez, seconded by Member Kobata and adopted by the following vote:

AYES: Kobata, Lopez, Killings
ABSENT: Adams, Banales

10. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Cooperative Agreement with East Contra Costa Regional Fee and Financing Authority for Project 2041 – Bailey Road Improvements Phase I

On Motion by Member Kobata, seconded by Member Lopez and adopted by the following vote:

AYES: Kobata, Lopez, Killings
ABSENT: Adams, Banales

CONFLICT OF INTEREST STATEMENT

Member Kobata recused herself from consent calendar items # 16 and 18 due to the proximity of her residence.

City Attorney Mooney recommended that both items be rescheduled to a future meeting.

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

Prior to adoption of the Consent Calendar, the Mayor read the following statement regarding Agenda Item 22:

In compliance with Government Code Section 54953(c)(3), for agenda item #22, it is recommended to adopt the resolution to appoint Maria Aliotti as Interim City Manager with a five percent (5%) salary increase for her service as Interim City Manager. This temporary salary increase reflects the additional responsibilities Ms. Aliotti will perform in this capacity during the recruitment period. The increased costs will be absorbed by the salary savings from the City Manager vacancy.

The following vote excludes consent calendar items 16 and 18

On Motion by Member Lopez, seconded by Member Kobata and adopted by the following vote:

AYES: Kobata, Lopez, Killings
ABSENT: Adams, Banales

11. Minutes of August 18, 2025
12. Receive and File the Treasurer's Report for the Quarter Ending June 30, 2025
13. Adoption of a City Council Resolution Designating a Voting Delegate and an Alternate for the League of California Cities 2025 Annual Conference and Expo
14. Adoption of a City Council Resolution Authorizing the City Manager to Negotiate and Execute a Contract for Meter Reading Supplies with Badger Meter, Inc.
15. Adoption of a City Council Resolution Accepting Project 2029 – Zone 4 Pavement Management as Complete and Authorizing the City Engineer to File a Notice of Completion
16. Adoption of a City Council Resolution Authorizing the City Manager to Accept a Community Grant from the United States Environmental Protection Agency and Enter into a Grant Agreement
17. Adoption of a City Council Resolution Authorizing Participation in Future Settlements Regarding Nationwide Opioid Litigation Settlements and Directing Funds to Contra Costa County
18. Adoption of a City Council Resolution Accepting Project 2028 – Crestview Drive Safety Improvements as Complete and Authorizing the City Engineer to File a Notice of Completion
19. Adoption of a City Council Resolution Accepting the Plans and Specifications and Awarding Project 3333 – California Theatre Restroom
20. Adoption of a City Council Resolution Accepting Project 2038 – Citywide Roadway Improvements as Complete and Authorizing the City Engineer to File a Notice of Completion
21. Adoption of a City Council Resolution Accepting the Military Equipment Annual Report, Determining the Use of Equipment Complied with Policy 706, and Determining that Policy 706 will Continue
22. Adoption of a City Council Resolution Appointing Maria Aliotti as Interim City Manager
23. Adoption of a Pittsburg Power Company Resolution Approving the 2024 Annual Power Source Disclosure Report to the California Energy Commission

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Member Lopez encouraged community members to support Hispanic-owned businesses in honor of Hispanic Heritage Month.

ADJOURNMENT

The meeting adjourned at 8:00 P.M. to October 6, 2025.

Respectfully submitted,

Alice E. Evenson, City Clerk



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

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Execution of Consulting Services Agreement with Raney Planning & Management, Inc. for California Environmental Quality Act (CEQA) Analysis and Permitting for Project 3038 - West Leland Road Extension Phase II

MEETING DATE: October 6, 2025

EXECUTIVE SUMMARY

Project 3038 - West Leland Road Extension Phase II (Project) is the construction of an extension of West Leland Road, from Santa Teresa Drive to Avila Road, to enhance traffic circulation. The Project requires analysis of environmental impact under California Environmental Quality Act (CEQA) and permitting for construction. Adoption of this Resolution will authorize the City Manager to execute a Consulting Services Agreement (Agreement) with Raney Planning & Management, Inc. for CEQA analysis and permitting for the Project.

FISCAL IMPACT

The total compensation for the Agreement is \$374,213. Funding will be provided from the current approved Project budget. No additional funds are being requested.

RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager to execute the Consulting Services Agreement with Raney Planning & Management, Inc. for CEQA analysis and permitting for an amount not to exceed \$374,213.

BACKGROUND

On June 12, 2025, East Contra Costa Regional Fee and Financing Authority (ECCRFFA) adopted Resolution No. 25/03 which appropriated \$33,380,000 to the Project for design and construction in accordance with Cooperative Agreement No.18-25 between ECCRFFA and the City.

On June 16, 2025, the City Council adopted Resolution No. 25-14636, authorizing execution of a Cooperative Agreement with ECCRFFA for the Project.

The City advertised a Request for Proposals for professional services for CEQA analysis and permitting, and received and evaluated three proposals from consulting firms.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee meeting.

STAFF ANALYSIS

Staff reviewed and ranked the submitted proposals. Based on ratings of the received proposals and a comprehensive cost proposal review and fee negotiation, staff recommends awarding the design contract to Raney Planning & Management Inc. The scope of the environmental design services includes preparation of necessary technical studies, reports to support CEQA determination, and obtaining permitting for construction.

The Project will extend West Leland Road from its current terminus near Santa Teresa Drive in a westerly direction to Avila Road. The new road will be four lanes with a raised median, landscaping, sidewalks, and Class II bicycle lanes.

ATTACHMENTS: Resolution
Consulting Services Agreement

Report Prepared By: Savon Reese, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of Consulting)
Services Agreement with Raney Planning &)
Management, Inc. for the CEQA Analysis)
And Permitting for Project 3038-West Leland)
Road Extension Phase II)

RESOLUTION NO. 25-

WHEREAS, Project 3038-West Leland Road Extension Phase II (Project) is the construction of an extension of West Leland Road, from Santa Teresa Drive to Avila Road, to enhance traffic circulation; and

WHEREAS, the City advertised a Request for Proposals for professional services for California Environmental Quality Act (CEQA) analysis and permitting; and

WHEREAS, City staff received and evaluated three proposals from consulting firms. Based on ratings of the received proposals and a comprehensive cost proposal review and fee negotiation, staff recommends awarding the design contract to Raney Planning & Management Inc.; and

WHEREAS, on June 12, 2025, East Contra Costa Regional Fee and Financing Authority (ECCRFFA) adopted Resolution No. 25/03 which appropriated funds to the Project for design and construction in accordance with Cooperative Agreement No.18-25 between ECCRFFA and the City; and

WHEREAS, on June 16, 2025, the City Council adopted Resolution No. 25-14636, authorizing execution of a Cooperative Agreement with ECCRFFA for Project 3038 West Leland Road Extension Phase II.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to execute the Consulting Services Agreement with Raney Planning & Management, Inc.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of October 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
RANEY PLANNING & MANAGEMENT, INC.**

Project 3038 West Leland Road Extension Phase II

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburg ("City") and Raney Planning & Management, Inc., a California corporation ("Consultant") (together referred to as the "Parties") as of October 7, 2025 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work 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 September 30, 2028 or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant 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 Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.
- 1.4 Time.** Consultant 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 Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Three Hundred Seventy-Four Thousand Two Hundred Thirteen Dollars (\$374,213), 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.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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. Consultant 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 Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.
- Emailed to enginvoices@pittsburgca.gov

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. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice within this 60-day period shall constitute Consultant'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. Consultant 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 Consultant 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, Consultant 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, Consultant, 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 Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

4.1 Workers' Compensation. Consultant 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 Consultant 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 Consultant 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. Consultant, 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 Consultant 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 Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant'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 Consultant'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 Consultant'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. Consultant 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. Consultant, 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 Consultant'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, Consultant 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. Consultant 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 Consultant 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. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant 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 Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant 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 Consultant 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 Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant 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 Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Requirement. To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers (collectively, "Indemnitees") from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, costs and fees of litigation, (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any

applicable law or regulation, except such Liability caused by the sole negligence or willful misconduct of City.

Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damage or claims for damages whether or not such insurance policies shall be determined to apply.

- 5.2 PERS Indemnification.** In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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 CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant 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.** Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

- 7.4 Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement. Consultant 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 Consultant thereby.

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 Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant 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 Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 Options upon Breach by Consultant. If Consultant 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 Consultant pursuant to this Agreement;

8.5.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.5.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant 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 Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant'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 Consultant 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 Consultant without prior written approval of City.

- 9.2 Consultant's Books and Records.** Consultant 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 Consultant 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.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant 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.** Consultant 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.

Consultant : Raney Planning & Management, Inc.
1501 Sports Dr., Suite A
Sacramento, CA 95834

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 Consultant 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 Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant'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

RANEY PLANNING & MANAGEMENT, INC.

Maria M. Aliotti
Interim City Manager

DocuSigned by:


372F668DAABB458
Rod Stinson
Vice President/Air Quality Specialist

Approved as to Form:

Signed by:


16DDA4CD88BB41E
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

Project 3038 West Leland Road Extension Phase II

Consultant shall perform the tasks set forth below. Consultant may utilize subconsultant with prior approval of City. Consultant shall be obligated to provide the services below regardless of whether they are performed by a subconsultant.

Task 1 Project Initiation

Consultant shall coordinate with City staff to confirm assumptions regarding the proposed project and scope of work. Vice President/Air Quality Specialist Rod Stinson shall serve as the Consultant Project Director and shall be responsible for overseeing the environmental review process and providing quality control. Consultant Division Manager/Air Quality Specialist Angela DaRosa shall serve as the Project Manager and shall be responsible for managing the day-to-day preparation of the environmental document; coordinating with the City, outside agencies, and the project team; and responding to inquiries on the environmental document.

Consultant shall complete the following deliverables:

- Participate in a kick-off meeting with City staff to review project schedule/milestones;
- Review existing documentation for the project and identify key issues;
- Confirm elements of the project description and potential project alternatives;
- Identify the role that each shall play during the effort, as well as summary of meetings and products;
- Perform a site visit if necessary; and
- Refine the scope if necessary with any revisions for the City to approve.

Task 2 Peer Review of City-Provided Reports

Consultant shall conduct CEQA-level peer reviews of all City-provided technical reports to ensure their sufficiency for use in the environmental analysis. Consultant itself or by subconsultant approved by City shall perform technical peer reviews of the Preliminary Geotechnical Report and Hydrology/Drainage Report, respectively. Consultant shall review the reports to ensure all CEQA issues have been adequately and accurately addressed. If any revisions are necessary, Consultant shall coordinate with the City to have the reports revised. Consultant shall complete the following deliverables:

- Preparation of comments on technical reports if necessary; and

- Coordinate with the City to have the reports revised if necessary.

Task 3 Agency Consultation and Resource Agency Permitting

Consultant shall provide agency coordination to internal and external agencies, assist the City with state law required tribal consultation, and assist the City with resource agency permitting.

Consultant shall assist the City with carrying out actions pursuant to applicable law, including preparation of tribal consultation letters.

Consultant shall complete the following deliverables:

- Coordinate with internal and external agencies, including City Public Works Department, etc.; and
- Assist City staff with state law required (Assembly Bill 52 of 2014) consultation, including preparation of tribal consultation letters if needed.

Resource Agency Permitting

Consultant itself or through a subconsultant approved by the City shall assist the City with obtaining all necessary resource agency permits. Consultant shall verify the presence of any aquatic resources during the preparation of the Wetland Delineation. If required, Consultant shall prepare the following permitting packages:

- U.S. Army Corps of Engineers (USACE) permitting application package;
- California Regional Water Quality Control Board (RWQCB) Certification of Water Quality ("Section 401 Permit") application package; and
- Alternatives Analysis to support the RWQCB application.

Consultant shall confirm with the City before commencing any resource agency permitting tasks.

Consultant shall complete the following deliverables:

- Submit a USACE permitting application package to USACE;
- Submit a RWQCB Certification of Water Quality ("Section 401 Permit") application package to RWQCB; and
- Submit an Alternatives Analysis to RWQCB to support the RWQCB application.

Task 4 Project Description

Consultant shall prepare a draft project description in consultation with City staff. The project description shall include a detailed project location, background, and history of the project (including past ownership and land uses); intended uses of

the proposed project; existing environmental setting; description of on- and off-site infrastructure necessary to serve the project; discretionary actions; project characteristics; important project features; project objectives; phasing; and permits and approvals that are required for the project based on available information.

Consultant shall complete the following deliverables:

- Submit electronic copies of the draft project description to the City for review and comment; and
- Submit electronic copies of the final project description to the City prior to incorporation into the EIR.

Task 5 Prepare Initial Study

Consultant shall prepare an Administrative Draft version of the IS for review by City staff. The IS shall be prepared based upon City standards and shall address all the issues identified in the Environmental Checklist, per Appendix G of the CEQA Guidelines. Consultant shall utilize the latest version of the Appendix G Checklist. Consultant shall utilize information provided by the City and/or the project team, as well as pertinent City documents, including but not limited to the City of Pittsburgh 2040 General Plan and associated EIR, and any other pertinent information prepared for the project site and surrounding area.

Consultant shall review the project for consistency with circulation planning documents and make a conclusion based on CEQA criteria.

Consultant shall complete the following deliverables:

- Submit one electronic copy of the Administrative Draft IS checklist to the City for review.

Task 5.1 Mitigated Negative Declaration (Option Analysis)

Consultant shall conduct additional analyses to determine if potentially significant environmental impacts can be reduced to a less-than-significant level through mitigation measures. If potentially significant impacts may be reduced to a less-than-significant level, Consultant shall submit an Administrative Draft Initial Study/ Mitigated Negative Declaration (IS/MND) checklist. If after the review of the Administrative Draft IS/MND, the City directs Consultant to process an IS/MND instead of an EIR, Consultant shall propose to amend the scope of work to reflect the IS/MND process at that time.

Consultant shall complete the following deliverables if determined necessary:

- Submit one electronic copy of the Administrative Draft IS/MND checklist to the City for review.

Task 6 Prepare Notice of Preparation (NOP)

Consultant shall prepare/distribute an NOP for public review that includes a description of the proposed project, location map, and general environmental effects anticipated to be caused by the proposed project, as well as attend a public scoping meeting to solicit the public's input on the content of the EIR.

Consultant shall revise the Administrative Draft IS alongside revisions to the NOP. Both documents shall be revised based on City comments before final versions are submitted.

If during the NOP public review period, a substantial number of comments are received on a topic that would otherwise be addressed and dismissed in the IS, Consultant shall consult with the City to discuss whether the scope of services for the EIR should be revised to include additional technical chapters or technical analysis of additional topics. If additional chapters or technical analysis are deemed necessary by City staff, Consultant shall propose to amend the scope of work, schedule, and budget accordingly.

Consultant shall complete the following deliverables:

- Submit electronic copies of the Administrative Draft NOP with Screenscheck Draft IS attached to City staff for review;
- Submit electronic copies of the Final NOP with edits from the City incorporated and Final IS attached to the City;
- Coordinate with the City to publish, post, and distribute the NOP and electronically submit the NOP with a completed Notice of Completion (NOC) to CEQAnet and the State Clearinghouse;
- Facilitate and attend one public scoping meeting to emphasize the review process as well as the intent and requirements of CEQA as outlined in *Task 16 Project Management, Meetings, and Hearings*;
- Prepare a summary of the NOP scoping meeting, including all public comments;
- Revise the scope of services for the EIR if needed based upon NOP verbal and written comments received during the NOP comment period.

Task 7 Prepare Administrative Draft EIR

Consultant shall prepare an accurate, thorough, and complete Administrative Draft EIR for the proposed project that shall provide a project-level analysis to evaluate the potential environmental effects associated with the proposed project. The Administrative Draft EIR shall include all statutory sections required by CEQA Sections 15120 through 15131 and provide the public and decision-makers with a thorough, legally defensible environmental analysis of the proposed project.

Task 7.1 Introduction, Executive Summary, and Project Description

The Introduction shall cite the provisions of CEQA to which the proposed project is subject. This section shall identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and statutory authority, summary of the scoping procedures, and a list of the NOP comment letters and concerns raised in the letters.

The EIR shall also include an Executive Summary chapter to briefly describe in text the impacts and mitigation measures. A summary table shall be included, consisting of a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table shall include all mitigation measures applicable to the proposed project.

The Project Description chapter shall be consistent with the one developed in *Task 4 Project Description*.

Task 7.2 Introduction to Analysis

The Introduction to Analysis chapter of the EIR shall summarize all of the topics found to be less than significant (with or without mitigation) in the IS. Consultant shall summarize and include the conclusions of the IS in this chapter. The Introduction to Analysis chapter shall also include a description of the format for each technical chapter.

Task 7.3 Environmental Setting, Impacts, and Mitigation Measures

The environmental analysis for the proposed project is anticipated to focus on the following areas: Air Quality and GHG Emissions; Biological Resources; Cultural Resources/Tribal Cultural Resources; Geology and Soils; Hazards and Hazardous Materials; Hydrology and Water Quality; Noise; and Transportation. If additional environmental chapters are required following the preparation of the IS, Consultant shall coordinate with the City and amend the scope of work. Project alternatives and statutorily required sections shall also be included. Consultant shall refine issues if necessary based on the comments received during the NOP scoping process.

Consistent with CEQA, each environmental chapter shall include the following: an introduction; existing environmental setting; regulatory context; standards of significance; method of analysis; identification of environmental impacts; development of mitigation measures and monitoring strategies; level of significance after mitigation; cumulative impacts and mitigation measures; significant impacts; and effects not found to be significant. Consultant shall include the following technical environmental chapters:

a) Air Quality and GHG Emissions

Consultant shall undertake the air quality and GHG analysis utilizing the California Emissions Estimator Model (CalEEMod) software program and following the BAAD CEQA Guidelines.

Air Quality

The air quality impact analysis shall include a quantitative assessment of short-term (i.e., construction) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NOX, and PM10). Consultant shall additionally address toxic air contaminant (TAC) emissions using the California Air Resource Board (CARB) "Air Quality and Land Use Handbook: A Community Health Perspective." The project's cumulative contribution to regional air quality shall be discussed, based in part on the modeling conducted at the project level. The significance of air quality impacts shall be determined in comparison to the BAAD's significance thresholds.

GHG Emissions

Consultant shall run the CalEEMod program, to produce an estimate of construction GHG emissions for the proposed project. Consultant shall use the VMT information from the Traffic Study to be prepared by Fehr and Peers to discuss any changes related to regional GHG emissions.

Consultant shall work closely with the City and BAAD throughout preparation of the GHG analysis with respect to identifying the methodology and thresholds of significance to be used for the GHG analysis. Consultant's GHG analysis for the proposed project shall follow the agreed upon methodology and thresholds. Mitigation measures shall be identified, as appropriate, in coordination with the City and BAAD to identify feasible mitigations for GHG emissions. Consultant shall utilize the City's Climate Adaptation Strategy and Greenhouse Gas Inventory as applicable.

b) Biological Resources

The Biological Resources chapter shall summarize potential effects to plant communities, wildlife, and wetlands, including adverse effects on rare, endangered, candidate, sensitive, and special-status species, from the development of the proposed project. Consultant shall rely on the Biological Resources Assessment and Wetland Delineation Report.

Biological Resources Analysis

Consultant itself or by subconsultant approved by City shall review the CDFW's Natural Diversity Data Base for records of special- status plant and animal species known from the project site and within 5 miles of the project site; conduct a site survey to confirm project site plant communities and wildlife habitats; prepare a characterization of the project site including a discussion of the project site's plant communities and wildlife habitats; evaluate and

discuss the potential presence of special-status plant and animal species and/or their habitats on the project site; develop mitigation measures, if necessary; and prepare a report.

Wetland Delineation Report

Consultant shall map the areas that would likely constitute “waters of the United States” (i.e., those areas that would likely be regulated by the Corps) using satellite (GPS) technology; examine the soils and plant species composition on the project site; prepare an Aquatic Resources Delineation Report to submit to USACE with a request to conduct a formal Aquatic Resources Delineation Determination; perform a site visit with USACE to verify mapped wetlands; and resubmit final wetlands map to USACE, if necessary, to request a final map concurrence.

c) Cultural Resources/Tribal Cultural Resources

The Cultural Resources portion of the chapter shall include a summary of the setting and briefly describe the potential effects to any on-site historical and/or archaeological resources due to implementation of the proposed project. Consultant shall rely on the Cultural Resources Study to be prepared by EBA. EBA shall conduct archival research to assess the potential for prehistoric and historic-era cultural resources within the study area and its surroundings; contact the Native American Heritage Commission (NAHC) for a Sacred Lands File search; conduct a field study of the project site; and prepare a written technical report.

The Tribal Cultural Resources portion of the chapter shall include a summary of the setting and briefly describe the potential effects to any on-site tribal cultural resources due to implementation of the proposed project.

d) Geology and Soils

The Geology and Soils chapter shall include a summary of the setting and describe the potential effects from soil erosion, earthquakes, liquefaction, and expansive/unstable soils, as well as identify any paleontological resources or unique geological features within the project area. Consultant shall rely on the City-provided Preliminary Geotechnical Report. Consultant shall incorporate the results of the analysis into the Geology and Soils chapter of the EIR.

e) Hazards and Hazardous Materials

The Hazards and Hazardous Materials chapter shall include a summary of the setting and describe any potential for existing or possible hazardous materials within the project area. Consultant shall rely on the Phase I ESA. Consultant shall perform the following::

- Review available environmental documents;
- Review publicly available and practically reviewable standard local, state, tribal, and federal environmental record sources to evaluate hazardous

- materials information regarding the project site and nearby sites;
- Review publicly available practically reviewable standard historical sources, aerial photographs, Sanborn Fire Insurance Maps, and physical setting sources for the history of development at and near the project site;
- Perform a site visit to observe site use and current conditions, check for evidence of potential environmental conditions, and check for the storage, use, production, or disposal of hazardous or potentially hazardous materials;
- Conduct written or oral interviews with present and/or past owners, operators, and/or occupants of the project site and governmental officials;
- Prepare a report including findings, opinions, and conclusions regarding potential Recognized Environmental Conditions (RECs).

f) Hydrology and Water Quality

The Hydrology and Water Quality chapter shall include a summary of the setting information and identify potential project impacts on storm water drainage, flooding, groundwater, and water quality. Consultant shall utilize City Hydrology/Drainage Report.

The Hydrology and Water Quality chapter shall also include a discussion of the potential for the proposed project to adversely affect surface water quality, and identify any improvements designed in accordance with state and local standards to minimize impacts to water quality. Consultant shall incorporate the results of the analysis into the Hydrology and Water Quality chapter of the EIR.

g) Noise

The Noise chapter shall include a summary of the setting information and identify potential noise impacts associated with construction and operation of the proposed project. Consultant conduct a Noise/Vibration Analysis from a continuous (24-hr) and short-term (10-15 min) noise level measurement at representative sensitive receptors along the project route; analyze existing, future no-project, and future plus project traffic noise levels; and prepare a report including noise abatement measures, if required.

h) Transportation

The Transportation chapter shall include a description of the potential impacts related to VMT; pedestrian, bicycle, and transit facilities; and safety due to implementation of the proposed project. Consultant shall rely on the transportation assessment, including VMT assessment, to be prepared by Fehr and Peers. Fehr and Peers shall also prepare traffic volumes for use in the air quality and noise analyses and an Intersection Level of Service (LOS) Analysis. For a full scope of work, see *Appendix G*.

VMT Assessment

Consultant shall assess the proposed project's effects on VMT by evaluating Baseline Conditions, Baseline plus Project Conditions, Cumulative No Project Conditions, and Cumulative plus Project Conditions, and identify appropriate mitigation measures, if necessary.

Traffic Volumes

Consultant shall collect data of peak hour traffic volumes at three intersections; assess the amount of diverted traffic forecasted to the roadway; and calculate peak-hour intersection volumes for Existing Conditions, Existing plus Project Conditions, Cumulative Conditions (Year 2040), and Cumulative plus Project Conditions.

Intersection LOS Analysis

Consultant shall assess the roadway's operational performance under the existing and cumulative conditions with and without the proposed widening. This analysis shall include an assessment of peak hour levels of service (LOS).

Consultant shall coordinate with the City's Public Works Department to ensure the adequacy of the provided reports and to confirm all CEQA issues have been adequately and accurately addressed. Consultant shall incorporate the results of the analysis into the Transportation chapter of the EIR.

Task 7.4 Statutorily Required Sections

The Statutorily Required Sections chapter of the EIR shall summarize significant and unavoidable, significant irreversible, and growth-inducing impacts, to the extent that such impacts are identified in the EIR analysis. The chapter shall also summarize the cumulative impact analyses, which shall be provided in each technical chapter of the EIR.

Task 7.5 Alternatives to the Proposed Project

The EIR shall include an alternatives analysis in compliance with CEQA Guidelines Section 15126.6. The Alternatives chapter shall evaluate three to five alternatives, including a No Project Alternative, as required by CEQA. Alternatives shall be selected when more information related to project impacts is available in order for the alternatives to be designed to reduce significant project impacts. Alternatives shall be developed in consultation with the City staff during preparation of the Administrative Draft EIR to respond to identified significant impacts.

The Alternatives chapter shall describe the project alternatives and identify the environmentally superior alternative. The alternatives shall be analyzed at a level

of detail less than that of the proposed project which is permissible under CEQA; however, the analyses shall include sufficient detail to allow a meaningful comparison of the impacts. The Alternatives chapter shall include a qualitative-level analysis of all impacts for the alternatives and a section for alternatives considered but dismissed. A matrix comparing the impacts of the proposed project to the alternatives shall also be included.

Consultant shall complete the following deliverables:

- Submit electronic copies of the Administrative Draft EIR to City staff to review for adequacy and accuracy.

Task 8 Prepare Screencheck Draft EIR

The objective of this task is to edit the Administrative Draft EIR, based on comments received from the City's review, to prepare a Screencheck Draft EIR. Consultant assumes comments shall be in a consolidated set and shall not require additional technical analysis. Consultant shall provide the Screencheck Draft EIR to the City in track-changes format.

Consultant shall complete the following deliverables:

- Attend conference calls, as needed, with City staff to discuss City comments on the Administrative Draft EIR; and
- Submit electronic copies of the Screencheck Draft EIR to the City of Pittsburgh.

Task 9 Prepare Public Review Draft EIR

Consultant shall edit the Screencheck Draft EIR, based on any additional comments received, and prepare and distribute the Public Review Draft EIR for the 45-day public review period in accordance with CEQA requirements. Consultant assumes that the revisions from additional comments on the Screencheck Draft EIR shall only require editorial or other non-substantive changes. Consultant shall prepare the Notice of Availability (NOA) of the Public Review Draft EIR and shall coordinate with the City of Pittsburgh to publish the NOA in the newspaper, distribute to responsible agencies, and post at the County Clerk's Office. Consultant shall electronically submit the NOC, State Clearinghouse Summary Form (Summary Form F), and the Draft EIR to CEQAnet and the State Clearinghouse.

Consultant shall complete the following deliverables:

- Submit electronic copies of the Public Review Draft EIR to the City of Pittsburgh;
- Submit a hardcopy of the Public Review Draft EIR with the appendices on a flashdrive adhered to the back cover, and one hardcopy of the appendices to the City of Pittsburgh;

- Prepare the NOA, NOC, and Summary Form F;
- Coordinate with the City of Pittsburgh to perform the necessary posting, noticing, and distribution of the Public Review Draft EIR; and
- Electronically submit the NOC, Summary Form F, and Public Review Draft EIR to CEQAnet and the State Clearinghouse.

Task 10 Prepare Administrative Final EIR

Consultant shall respond to all comments received during the 45-day public review period and compile the comments into an Administrative Final EIR for review by the City of Pittsburgh. Consultant assumes these comments shall not raise new issues, or that new surveys or technical studies shall be required to complete adequate responses. Consultant assumes that the amount and nature of responses can be addressed within the hours shown in the compensation chart

Consultant shall prepare responses to up to 150 individual comments that are substantive in nature. Repetitive comments shall not count toward this total. For example, it is not uncommon for the public to submit a large volume of comments on a particular issue/concern. In such a case, Consultant shall prepare a master response to address the thematic concern; and this effort would only constitute one response. Should more time or technical analyses be needed to respond to additional comment letters, Consultant shall initiate discussions immediately with City staff to conduct this extra work. The Final EIR shall consist of the following chapters: Introduction; List of Commenters; Responses to Comments; revisions to the Draft EIR text as a result of comments; and Mitigation Monitoring and Reporting Program (see *Task 11*).

Consultant shall complete the following deliverables:

- Meet with City staff to review all comments received and determine the appropriate written responses to the comments, as outlined in *Task 16 Project Management, Meetings, and Hearings*; and
- Submit electronic copies of the Administrative Final EIR.

Task 11 Prepare Mitigation Monitoring and Reporting Program (MMRP)

Consultant shall prepare an MMRP for the City of Pittsburgh to be incorporated into the Final EIR. Consultant shall prepare an MMRP to comply with Public Resources Code Section 21081.6, which shall include, but not be limited to actions identified in the EIR, as well as methods of implementation.

Consultant shall complete the following deliverables:

- Submit electronic copies of the draft MMRP to the City of Pittsburgh within the Administrative Final EIR; and
- Submit electronic copies of the final MMRP to the City of Pittsburgh within the

Final EIR.

Task 12 Prepare Screencheck Final EIR

Consultant shall revise the Administrative Final EIR in in track changes format based on City comments received and prepare a Screencheck Final EIR.

Consultant shall complete the following deliverables:

- Conversations with City staff to discuss City comments and revisions to the Administrative Final EIR; and
- Submit electronic copies of the Screencheck Final EIR to the City of Pittsburgh (with City edits incorporated).

Task 13 Prepare Final EIR

Consultant shall revise the Screencheck Final EIR, based on any additional comments from the City of Pittsburgh, in order to provide a thorough, responsive Final EIR. Consultant assumes edits shall only require editorial or other non-substantive changes to the Screencheck Final EIR.

Consultant shall complete the following deliverables:

- Submit electronic copies of the Final EIR to the City of Pittsburgh;
- Submit a hardcopy, with appendices on a flashdrive in the back cover, if applicable, to the City of Pittsburgh; and
- Coordinate with the City of Pittsburgh to prepare all required noticing.

Task 14 Prepare Findings of Fact and Statement of Overriding Considerations and Notice of Determination

Consultant shall prepare the required Findings of Fact/Statement of Overriding Considerations (FOF/SOC), pursuant to CEQA, that incorporate information regarding the project's environmental impacts disclosed in the EIR, and prepare a Notice of Determination (NOD) should the project be approved. Consultant shall prepare FOF/SOC pursuant to CEQA Guidelines Section 15091 to provide the appropriate language to dismiss the project alternatives not selected, as well as language on the overriding considerations, if necessary, to describe the benefits of the project that may outweigh any adverse environmental effects. Information from the fiscal impact analysis shall also be utilized for this purpose.

Consultant shall complete the following deliverables:

- Submit electronic copies of the administrative draft FOF/SOC to City staff for the City Attorney to review;
- Submit electronic copies of the screencheck FOF/SOC with revisions made based upon comments from the City Attorney;

- Submit electronic copies of the final FOF/SOC to City staff with the Final EIR; and
- Prepare an NOD for City filing at the County Clerk Recorder's Office and posting on CEQAnet and at the State Clearinghouse, should the project be approved.

Task 15 Prepare Staff Reports, Findings for Approvals, Ordinances, and Resolutions

Consultant shall describe the proposed project and required conditions of approval, and prepare the necessary staff reports for Planning Commission and City Council hearings, including the conditions of approval, ordinances, and resolutions. Consultant shall submit the draft staff reports to the City and shall revise the staff reports, as needed, based on the City's comments.

Consultant shall complete the following deliverables:

- Prepare staff reports in the standard City format that contain all required findings, ordinances, conditions of approval, and resolutions;
- Submit one electronic copy of the draft staff reports including findings, conditions of approval, ordinances, and resolutions for the Planning Commission and City Council hearings for City review and comments;
- Revise the draft Planning Commission and City Council staff reports based on City comments; and
- Submit one electronic copy of the final staff reports including findings, ordinances, conditions of approval, and resolutions for the Planning Commission and City Council hearings.

Task 16 Project Management, Meetings, and Hearings Consultant shall attend meetings during the environmental review process, and ensure close, extensive coordination and interaction with City staff, the project team, technical sub-consultants, and the public. The Consultant project management team, identified in *Task 1 Project Initiation*, shall be responsible for coordination with City staff and technical consultants, handling the day-to-day activities of the EIR preparation and responding to staff inquiries about the EIR and process.

Consultant shall complete the following deliverables:

- Project Management from Vice President/Air Quality Specialist Rod Stinson serving as Project Director, and Vice President/Air Quality Specialist Angela DaRosa serving as Project Manager;
- Project support from President Tim Raney, AICP; Vice President Nick Pappani; and Associate and Administrative staff;
- Regular phone and e-mail communications with City staff, project stakeholders, and pertinent City, state, and local agencies throughout the process;

- Prepare any necessary materials and/or presentations prior to the meetings, and answer questions and respond to comments as needed;
- Attendance at up to 10 in-progress meetings with City staff;
- Provide staff support during public and staff meetings as needed;
- Conduct all Responsible Agency consultation;
- Facilitate and attend one NOP public scoping meeting to emphasize the review process as well as the intent and requirements of CEQA;
- Attendance at one working meeting with City staff to discuss internal comments on the Administrative Draft EIR;
- Attendance at one meeting with City staff to discuss comments received on the Public Review Draft EIR;
- Attendance at up to four public hearings, including Planning Commission and City Council public hearings; and
- Additional meetings and hearings can easily be accommodated upon request and would be billed on a time-and-materials basis following Consultant's standard billing rates.

EXHIBIT B

COMPENSATION SCHEDULE

For completion of the tasks set forth in the scope of work, Consultant shall be paid in an amount not to exceed Three Hundred Seventy-Four Thousand Two Hundred Thirteen Dollars (\$374,213).

PROPOSED COST ESTIMATE									
West Leland Road Extension Phase II Project EIR									
		Project Director	Project Manager	Air Quality Specialist	Air Quality Technician	Senior Planner	Senior Associate	Associate	Cost Per Task
Task 1	Project Initiation	4	4				3		\$ 1,945
Task 2	Peer Review of City-Provided Reports	10	10						\$ 3,700
Task 3	Agency Consultation and Resource Agency Permitting	2	24				9	20	\$ 8,685
Task 4	Project Description	2	4				5	18	\$ 4,295
Task 5	Prepare Initial Study	2	2				6	44	\$ 7,610
Task 5.1	Mitigated Negative Declaration (Option Analysis)	1	2				4	6	\$ 1,975
Task 6	Prepare NOP	4	8				12	18	\$ 6,470
Task 7	Prepare Administrative Draft EIR	12	12				14	20	\$ 9,310
	Technical Sections								
Task 7.1	Introduction, Executive Summary, and Project Description	2	5				4	16	\$ 4,045
Task 7.2	Introduction to Analysis	1	2				4	16	\$ 3,325
Task 7.3	Environmental Setting, Impacts, Mitigation Measures								
a	Air Quality & GHG Emissions (including Energy)	5	6				6	38	\$ 8,085
a.1	AQ/GHG Technical Analysis			6	12				\$ 2,910
b	Biological Resources	5	6				6	38	\$ 8,085
c	Cultural Resources/Tribal Cultural Resources	4	5				5	34	\$ 7,020
d	Geology and Soils	4	5				5	34	\$ 7,020
e	Hazards and Hazardous Materials	4	5				5	34	\$ 7,020
f	Hydrology and Water Quality	5	6				6	38	\$ 8,085
g	Noise	5	6				6	34	\$ 7,545
h	Transportation	5	5				5	36	\$ 7,485
	Other Sections								
Task 7.4	Statutorily Required Sections	2	4				4	16	\$ 3,870
Task 7.5	Alternatives	4	7				6	36	\$ 7,795
Task 8	Prepare Screencheck Draft EIR	4	5				8	32	\$ 7,215
Task 9	Prepare Public Review Draft EIR (includes public hearing)	4	4				6	12	\$ 4,030
Task 10	Prepare Administrative Final EIR	7	14				22	45	\$ 13,300
Task 11	Prepare MMRP	1	3				2	8	\$ 2,110
Task 12	Prepare Screencheck Final EIR	4	5				6	18	\$ 5,015
Task 13	Prepare Final EIR	1	3				5	12	\$ 3,115
Task 14	Prepare FOF/SOC and NOD	3	5				6	20	\$ 5,090
Task 15	Prepare Staff Reports, Findings of Approvals, Ordinances, and Resolutions					20		18	\$ 5,530
Task 16	Project Management, Meetings, and Hearings	42	86				20		\$ 26,340

PROPOSED COST ESTIMATE									
West Leland Road Extension Phase II Project EIR									
		Project Director	Project Manager	Air Quality Specialist	Air Quality Technician	Senior Planner	Senior Associate	Associate	Cost Per Task
	Total Hours	149	253	6	12	20	190	661	
	Hourly Rate	\$ 195	\$ 175	\$ 175	\$ 155	\$ 155	\$ 155	\$ 135	
	Total EIR Labor	\$ 29,055	\$ 44,275	\$ 1,050	\$ 1,860	\$ 3,100	\$ 29,450	\$ 89,235	\$ 198,025
Expenses									\$ 176,188
	Copying/Printing/Travel/Postage/Etc.*							\$ 3,000	
	Sub-Consultant: Monk & Associates							\$ 23,794	
	<i>Monk & Associates: Resource Agency Permitting</i>							\$ 29,246	
	Sub-Consultant: Eileen Barrow and Associates							\$ 4,320	
	Sub-Consultant: ENGEO							\$ 19,500	
	Sub-Consultant: West Yost							\$ 16,468	
	Sub-Consultant: Saxelby Acoustics							\$ 10,280	
	Sub-Consultant: Fehr & Peers							\$ 61,190	
	5% Administrative Fee (Sub-Consultant Markup)							\$ 8,390	
Total Budget									\$ 374,213
* Estimate only, To Be Billed at Cost									

The above rates include all applicable calculations for fringe benefits, overhead, and profit. No additional charges shall be applied for overhead, profit, or any other labor-related costs. These rates shall remain valid for the full duration of the Agreement.

Mileage shall be reimbursed at the current IRS standard rate, as adjusted per IRS guidelines. This rate excludes toll charges. Reimbursable Expenses are separate from the agreed hourly fees and include actual costs incurred by the consultant in support of the project. Such expenses may include postage, reproduction, drawing plotting, printing, and special materials or equipment required for deliverables to the city. Printing and reprographics for the consultant's internal use are not reimbursable.

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.

RANEY PLANNING & MANAGEMENT, INC.

DocuSigned by:
By: Rod Stinson
372E563DAABB458...

Title: Vice President/Air Quality Specialist



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

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing Execution of the First Amendment to the General Services Agreement with Operational Technical Services for Specialty Temporary Staffing Services at the Water Treatment Plant

MEETING DATE: October 6, 2025

EXECUTIVE SUMMARY

The Water Treatment Plant has two vacant positions in the Water Quality Lab. The City entered into a General Services Agreement (Agreement) with Operational Technical Services (OTS) for specialty temporary staffing services and needs to execute a First Amendment to increase the compensation to extend the services while regular staff recruitment is completed.

FISCAL IMPACT

The First Amendment will increase the Agreement amount by \$50,000 for a total not to exceed amount of \$100,000. There are sufficient funds in the Water Treatment Plant's operating budget.

RECOMMENDATION

The City Council adopt the attached Resolution authorizing execution of the First Amendment to the General Services Agreement with Operational Technical Services for specialty temporary staffing services at the Water Treatment Plant.

BACKGROUND

On March 10, 2025, the City entered into an Agreement with OTS for specialty temporary staffing services.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Water Treatment Plant produces high quality drinking water for the community. One of their required functions is to regularly treat the water to ensure it meets State requirements for consumption by the public. With both the Water Quality Lab Supervisor and Water Quality Analyst positions currently vacant, it was essential that the City find an alternative means for testing the water while recruitments efforts are ongoing. OTS specializes in providing staffing services for water and sewer utilities. This Agreement has allowed the City to have qualified staff continue the work of regularly testing the water to ensure it meets all regulatory requirements. This Amendment will allow these services to continue long enough for the City to complete the recruitment for these positions.

Attachments: Resolution
First Amendment
General Services Agreement

Report Prepared By: Sharon Paz, Administrative Analyst II

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of the First Amendment)
To the General Services Agreement with)
Operational Technical Services for Specialty)
Temporary Staffing Services at the Water)
Treatment Plant)

RESOLUTION NO. 25-

WHEREAS, due to the vacancy of the Water Quality Lab Supervisor and Water Quality Analyst positions at the Water Treatment Plant, the City is currently recruiting for these positions; and

WHEREAS, on March 10, 2025, the City entered into a General Services Agreement with Operational Technical Services for specialty temporary staffing services; and

WHEREAS, until the recruitment process is completed, additional services are needed, which require an increase to the compensation by \$50,000, bringing the total maximum compensation to \$100,000; and

WHEREAS, there are sufficient funds in the Water Treatment Plant's operating budget for this expense.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the First Amendment to the General Services Agreement with Operational Technical Services.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 6th day of October 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

**FIRST AMENDMENT TO
GENERAL SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG AND
OPERATIONAL TECHNICAL SERVICES, LLC.**

THIS First Amendment to the Principal Agreement made and entered into on September 12, 2025, hereafter referred to as Agreement, between Operational Technical Services, a California limited liability company, 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 7th day of October, 2025.

WHEREAS, the parties entered into an Agreement for specialty temporary staffing services at the Water Treatment Plant; and

WHEREAS, the parties desire to increase the compensation.

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 Thousand Dollars (\$100,000) 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. 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.

3. 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.

4. 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.

5. 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.

6. 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:

CITY:

OPERATIONAL TECHNICAL SERVICES, a
limited liability company

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

DocuSigned by:
By: David Sibelman
A17BCB2EEA4442C...
David Sibelman, Chief Executive Officer

By: _____
Maria Aliotti, Interim City Manager

APPROVED AS TO FORM:

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

**MASTER GENERAL SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
OPERATIONAL TECHNICAL SERVICES, LLC**

THIS Agreement ("Agreement") for general services is made by and between the City of Pittsburg ("City") and Operational Technical Services, LLC (OTS), a California limited liability company ("Service Provider") (together referred to as the "Parties") as of March 10, 2025 (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 June 30, 2026 or the date the Service Provider completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 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 fifty thousand (\$50,000), 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, weekly 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 30 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 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 four (4) 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, either party may cancel this Agreement at any time and without cause upon such written notification to the non-terminating party. 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 [Intentionally omitted]

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 : Operational Technical Services, LLC
10250 Constellation Blvd., Ste. 2300
Los Angeles, CA 90067
ATTN: David S. Sibelman, Chief Executive Officer

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

DocuSigned by:
John Samuelson 5/8/2025
1021C7F5A12D400...
John Samuelson
Director of Public Works/City Engineer

OPERATIONAL TECHNICAL SERVICES

DocuSigned by:
David Sibelman 5/7/2025
A17BCB2EEA4442C...
David S. Sibelman
Chief Executive Officer

Approved as to Form:

Signed by:
Donna Mooney 5/7/2025
16DDA4CD88BB41E...
Donna Mooney, City Attorney

EXHIBIT A

SCOPE OF SERVICES

OTS agrees to provide City with specialty temporary technical staffing services as may be assigned from time to time, in writing by the City. Each such assignment shall be made in the form of a written Task Order. Each such Task Order shall include, but not be limited to, a description of the nature and scope of services to be performed by OTS Temporary Employee, the services fee schedule, the location of Premises where services will be performed, the name and title of direct supervisor provided by City responsible for supervising the OTS Temporary Employee, and the expected duration of the services.

Unless otherwise agreed, all services performed by a Temporary Employee shall be performed at City's Premises, as set forth in a future Task Order. No change to a Task Order is valid unless by written amendment signed by both Parties. City will not reassign or relocate a Temporary Employee without prior approval of OTS.

PREQUALIFICATION OF TEMPORARY EMPLOYEES

OTS shall complete the following verifications for any Temporary Employee requested by the City and provided by OTS: I-9 verification; confirmation of specified education, training and professional certifications; confirmation of professional references. OTS may also complete any other screening as it deems necessary to determine the qualifications and suitability of the Temporary Employee candidate.

OTS shall arrange for verifications, performed by OTS or by an OTS subcontractor, which will include a criminal background check from all counties, states, and federal territories where the applicant has lived in the past 7 years. The verification process shall include a search of all names the applicant has identified to OTS as having been used in the past. OTS shall request and review a driving record in the states where the applicant has indicated a license has been issued for the 7 years prior to application. Each Temporary Employee candidate must submit to a 9 panel drug test which includes Amphetamines, Cocaine, Opiate, Phencyclidine PCP, Barbiturates, Benzodiazepine, Methadone, Propoxyphene, and Methaqualone. OTS may revise its verification and testing procedures as it determines appropriate, with advance notice to City.

COMPENSATION OF TEMPORARY EMPLOYEES

OTS shall be responsible for the compensation of Temporary Employees assigned to

the City, including payment of wages, applicable federal, state, and local taxes, and the payment of any required insurance (including but not limited to FUTA, SDI, Unemployment Insurance). OTS shall be solely responsible for any insurance premium payments for Workers' Compensation, disability, or other insurance, which is imposed upon OTS and required as a consequence of OTS's employment of Temporary Employees under this Agreement. OTS agrees to hold City harmless from all applicable federal, state, and local taxes relating to income tax withholding, unemployment taxes, FUTA, SDI, and state unemployment insurance imposed upon OTS for wages paid by OTS to Temporary Employees.

EXHIBIT B
COMPENSATION SCHEDULE

Please see Task Order for Compensation Schedule

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.

OPERATIONAL TECHNICAL SERVICES

By: David S Sibelman
Title: Chief Executive Officer



TASK ORDER

TASK ORDER NO. #2025-001

JOB NAME: Lab Supervisor

OTS INFORMATION

NAME: Operational Technical Services, LLC
ADDRESS: 10250 Constellation Blvd, Ste 2300
Los Angeles, CA 90067

CONTACT: David Sibelman, Chief Executive Officer
PHONE: (424) 203-6352
EMAIL: david@getots.com

THIS TASK ORDER is issued pursuant to that certain Master General Services Agreement for Temporary Services between City of Pittsburg ("Client") and Operational Technical Services, LLC, also known as OTS dated, May 6, 2025 which is set to expire as set forth in the Agreement. In the event of any inconsistency between the Agreement and the Task Order, the Agreement shall govern.

1. **Project Name or Description:** Recruit and submit a Lab Supervisor candidate for City of Pittsburg to utilize as a temporary operator.
2. **Premises:** The Client's business premises is located at 300 Olympia Dr, Pittsburg, CA 94565 and shall be defined as the "Premises"
3. **Reporting Supervisor Name/Role:** Jason Moser – Treatment Plant Supervisor
4. **Duration of Services:**
Start Date/Time: TBD
End Date: TBD
Work Schedule: TBD
5. **Scope of Services:**

Definition:

Under general direction, supervises, evaluates, and participates in the work of laboratory staff responsible for water quality operations; ensures accuracy and quality of data reported; ensures federal, state and City regulations and guidelines and other directive documents are fulfilled; and laboratory procedures conform to state and federal and other regulatory standards to maintain state certification and accreditation.

Distinguishing Characteristics:

The Laboratory Supervisor is the supervisory level class responsible for the analytical and operational activities of the laboratory. Incumbents are expected to ensure accuracy and quality of all data reported by the laboratory. This classification is distinguished from the Water Quality Analyst by the performance of supervisory responsibilities.

Definition:



Receives general direction from the Water Plant Superintendent. Exercises direct supervision over assigned laboratory staff and technical supervision over Water Plant Operators.

Duties:

- Plans, coordinates, prioritizes, monitors, reviews, evaluates, and participates in the work of staff responsible for water quality standards and the City's compliance with county, state and federal codes and regulations pertaining to water production and quality.
- Plans, evaluates, and participates in the development and maintenance of policies and procedures including quality manuals, Standard Operating Procedures (SOPs), and other documents for City laboratory compliance; ensures lab work is completed safely, ethically, with high data integrity, within documented procedural compliance and City and regulatory requirements.
- Develops schedules and methods for performing assigned duties; maintains appropriate work records and documents which may include time sheets and work orders; prepares statistical and/or analytical reports.
- Participates in the selection and training of water lab personnel; assumes responsibility for motivating and evaluating assigned personnel; provides necessary lab training and certifies employees on lab tests and proper procedures; initiates discipline procedures as is appropriate.
- Directs the preparation and timely submission of a variety of written and electronic correspondences, reports, procedures, and other materials; determines need for special reports; reviews and analyzes reports, sheets, logs, and data on operations as necessary for compliance.
- Supervises and participates in tasks related to the operation of the laboratory, equipment, and related systems; oversees and participates in ordering and storing chemicals, supplies and materials used in the laboratory.
- Performs internal audits of the laboratory, including both technical and quality systems audits; implements and maintains quality assurance/quality control (QA/QC) processes; participates in water studies; oversees research in water analyses and recommends changes in methods based on findings; prepares audit reports for internal and external audits; assists in inspections by state and local agencies as necessary.
- Monitors changes in laws, regulations and technology that may affect laboratory or department operations; implements changes to policies and procedures as warranted.
- Responds to and resolves difficult and sensitive inquiries and complaints in an efficient and timely manner; coordinates assigned activities with those of other divisions and outside agencies.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, city management and staff, and the public.
- Participates in departmental budget preparation and budget administration.
- Performs other related duties as required.

Knowledge Of:

Operations, services and activities of a water quality laboratory; principles, practices, methods, requirements and standards for drinking water, principles and practices of chemical and microbiological laboratory analysis as applied to water quality sampling; safety practices and safe work methods; principles and practices of leadership,



motivation, team building and conflict resolution; practices of supervision, training and personnel management; standard methods for the examination of water; ethical practices and principles of managing a water quality laboratory; written and electronic reporting formats and requirements for state, local and other federal codes and regulations.

Ability To:

Plan, organize, and direct water quality laboratory operations and activities; schedule, supervise and review activities of assigned staff; analyze and interpret laboratory and plant operating data, reaching sound conclusions and make appropriate recommendations; train staff; prepare justifications and support documentation; compile budget requests for the laboratory; coordinate services for laboratory; serve as technical resource to other City departments or contract services on matters related to water quality issues; communicate clearly both orally and in writing; develop laboratory goals, objectives, policies and administrative details.

Skill To:

Analyze complex research problems, interpret laboratory, and plant operations data, reach sound conclusions, make appropriate recommendations; develop new methods of analysis or adapting existing methods to new or unusual problems; conduct and evaluate process control and laboratory quality assurance programs; monitor and operate computer equipment and related monitoring programs and software as appropriate; operate an office computer and a variety of word processing and software applications in an effective manner.

Education/Experience:

- A bachelor's degree from an accredited college or university in chemical, environmental, biological sciences, physical sciences, or engineering, with at least twenty-four (24) college semester credit hours in chemistry and three (3) years of experience a laboratory setting including two (2) years in water treatment or the performance of related work, and one (1) year which is in a lead capacity.
- Substitution for Education: A bachelor's degree is not required if incumbent possesses a Grade II Water Quality Analyst certificate.
- Substitution for some Experience: A master's or doctoral degree in one of the above disciplines may be substituted for one (1) year of experience in a laboratory setting.

Licenses/Certifications:

- Possession of, or the ability to obtain, a valid class C California driver's license. Possess and maintain proof of auto liability insurance. Possession of a Grade II Water Quality Analyst certificate from the American Water Works Association.

Other Requirements:

Physically and mentally capable of performing the functions of the job, including but not limited to those summarized in Typical Tasks.

6. **Break Requirement:**

California law requires that within an 8 hour shift the Operator is entitled to a 30-minute break. This lunch break may be waived by mutual written consent of both the Client and the



Operator, provided that Operator's shift is six (6) hours or less. If the Operator works over 10 hours in one day, they are entitled to a second lunch break of 30 min. The second meal period may not be waived if the first period is waived, however either meal period can be counted as work hours and compensated for at the normal hourly rate.

EXHIBIT A **FEE SCHEDULE**

Included Insurance	Included Services
• \$1M Per Occurrence / \$2M Aggregate Unencumbered Commercial General Liability • 1M Commercial Auto Insurance; Non-Owner Vehicle • \$5M Professional Liability • \$4M Umbrella Liability Coverage • \$1M Worker's Compensation • \$5M Commercial Pollution Control Liability • \$5M Employment Practice Liability Insurance	• Certified Payroll and Compliance Services • Operator Offered Paid Health Insurance • Meals (per diem) on Travel Assignments • Travel Costs (Flight, Mileage and Housing) • Required Safety PPE • Health and Safety Medical Screening • Uniforms

OTS Fee Schedule	
OTS Candidate #1 – Lab Supervisor	Local Regular Rate: \$181.01/hr Travel Rate: \$210.93/hr

Local Bill Rate VS Travel Bill Rate:

OTS recognizes the need to provide highly skilled and certified professionals for all our Clients. Due to staffing shortages throughout the country, OTS will provide our Clients two options for potential operators to use on their projects.

Local Operator – any OTS-certified professional living within a 40-mile radius of the defined project

Travel Operator – any OTS-certified professional living outside the 40-mile radius of the defined project shall be deemed a Travel Operator. OTS provides our Travel Operator housing, local per diem rates, and mileage reimbursement. Mileage is travel to and from their domicile to the provided OTS housing and is paid every two weeks.

Minimum Hours- As previously stated, any OTS professional who is a Travel Operator is provided housing, mileage and local per diem. In order to ensure that the travel expenses are covered by the Travel Rate, there is a minimum amount of hours each Travel Operator must work per week. The minimum hours for this position are 4.

Overtime:

Workweeks are defined as 5 days @ 8 hours per day. Overtime hours, according to the State of California, are defined as any work in excess of eight (8) hours in one normal workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek. These overtime hours shall be compensated at the rate of no less than one and one-half (1.5) times the regular rate of



pay. If Operator works more than 12 hours in any workday or works any time in excess of eight hours on the seventh consecutive day of work in a workweek, Operator must be paid two (2.0) times the regular rate. If an operator also works on a holiday OTS will bill the client overtime hours for that day. OTS will charge 1.50 X the regular rate for all hours considered overtime which includes holiday hours. OTS will charge 1.75 X for any hours which are considered Double Time hours.

Holiday Pay:

The Client agrees to pay OTS a rate of 1.5 times the normal Local Bill Rate or Travel Bill Rate for any hours worked on an approved holiday.

Timecard Approval Schedule:

Client has the obligation to review and approve all on site Temporary Employee time cards in a timely manner. All work weeks are from Mondays to Sundays. The Temporary Employee will complete and submit their weekly timesheet via Bullhorn for the previously worked week by Tuesdays. The Client is responsible for approving all timesheets via Bullhorn by Wednesdays at End of Business for the previous week. If the Client does not approve timesheets by Wednesdays at End of Business, OTS will approve the timesheet on behalf of the Client and bill the hours that the candidate submitted. If the Client does not have the ability to approve timesheets by Wednesday at End of Business, they are to reach out to OTS to ask for a written extension or assistance in approving the timesheets.

On-Call Support:

If an Operator is expected to provide On-Call support, they shall be compensated in the following manner:

- **Standby On-Call:** if OTS's Operator is expected to remain in the vicinity of the Client system and in a ready-to-respond status during off hours on a day where they have already worked a shift, this time will be compensated as one (1) regular hour of time. On days where they have not worked a shift and are expected to remain in a ready-to-respond status (off days), time will be compensated as two (2) regular hours of time.
- **Activated On-Call:** If OTS's Operator is called to respond to a system alarm or emergency after hours to Client's system, then this time will be charged at a minimum of two (2) hours or for the total duration of time from departure from domicile to return to domicile, whichever is greater. Standard labor laws shall apply if Operator happens to have accrued the appropriate number of hours to constitute overtime.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Operational Technical Services, LLC

City of Pittsburgh

For: Operational Technical Services, LLC

For Client: City of Pittsburgh

David S Sibelman

John Samuelson

Print Name

Print Name

Chief Executive Officer

Public Works Director/City Engineer

Title

Title

DocuSigned by:

DocuSigned by:

David Sibelman

John Samuelson

A17BCB2FEA44A7C

1021C7F6A12D409...

Signature

Signature

5/7/2025

5/8/2025

Date

Date

CLIENT INTAKE PORTION

Invoices must go to the following contacts per position. OTS is only able to bill 2 contacts per Task Order. Please include up to 2 Billing Contacts and their information below:

Billing Contact:

Name:

Title:

Jason Moser

Water Treatment Plant Superintendent

Email:

Phone Number (Direct Line):

jmoser@pittsburgca.gov

925-252-6997

Billing Contact (Optional):

Name:

Title:

--	--



OPERATIONAL
— TECHNICAL SERVICES —
INTEGRATED UTILITY SYSTEMS RESOURCE

Email:

Phone Number (Direct Line):

--	--

PO Number (If Applicable):

Number:

--

Special Requests (Upon Approval):

Details:

--

Certificate Of Completion

Envelope Id: A5BE549E-2427-4AEF-A7AB-CB6ACB063149

Status: Completed

Subject: City of Pittsburg/OTS - Agreement

Source Envelope:

Document Pages: 25

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jennifer Brizel

AutoNav: Enabled

65 Civic Ave

Envelopeld Stamping: Enabled

Pittsburg, CA 94565

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jbrizel@pittsburgca.gov

IP Address: 10.101.81.9

Record Tracking

Status: Original

5/7/2025 10:59:05 AM

Holder: Jennifer Brizel

jbrizel@pittsburgca.gov

Location: DocuSign

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Pool: StateLocal

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Pool: City of Pittsburg

Location: Docusign

Signer Events

Donna Mooney

dmooney@pittsburgca.gov

City Attorney

City of Pittsburg

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

16DDA4CD88B841E...

Timestamp

Sent: 5/7/2025 11:07:43 AM

Viewed: 5/7/2025 7:16:01 PM

Signed: 5/7/2025 7:17:26 PM

Signature Adoption: Drawn on Device

Using IP Address: 107.127.14.79

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

David Sibelman

david@getots.com

Chief Executive Officer

Security Level: Email, Account Authentication
(None)

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A17BCB2EEA4442C...

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Signature Adoption: Pre-selected Style

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/7/2025 10:08:10 PM

ID: 6c00bc18-50d7-4d63-9115-95b2daac4a00

John Samuelson

johndsamuelson@gmail.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

1021C7F8A12D409...

Sent: 5/7/2025 10:09:08 PM

Viewed: 5/8/2025 9:09:32 AM

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Signature Adoption: Pre-selected Style

Using IP Address: 50.175.250.97

Electronic Record and Signature Disclosure:

Accepted: 5/8/2025 9:09:32 AM

ID: 285b6378-315c-4220-a8fc-ae6ddeb40637

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/7/2025 11:07:43 AM
Certified Delivered	Security Checked	5/8/2025 9:09:32 AM
Signing Complete	Security Checked	5/8/2025 9:13:32 AM
Completed	Security Checked	5/8/2025 9:13:32 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Pittsburgh (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Pittsburgh:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cityclerk@pittsburgca.gov

To advise City of Pittsburgh of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cityclerk@pittsburgca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Pittsburgh

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cityclerk@pittsburgca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Pittsburgh

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cityclerk@pittsburgca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Pittsburg as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Pittsburg during the course of your relationship with City of Pittsburg.

Athena White

From: Jason Moser
Sent: Friday, August 15, 2025 12:45 PM
To: Athena White
Subject: FW: Completed: City of Pittsburg/OTS - Agreement
Attachments: Master Agreement OTS_Final.doc.pdf; Master Agreement_OTS_Lab Supervisor.docx.pdf; Summary.pdf

JASON MOSER

Water Plant Superintendent



City of Pittsburg

300 Olympia Dr.

Pittsburg, CA 94565

(925) 252-6997 Office

(925) 383-6337 Cell

jmoser@pittsburgca.gov

From: Jennifer Brizel <JBrizel@pittsburgca.gov>
Sent: Thursday, May 8, 2025 9:28 AM
To: Jason Moser <jmoser@pittsburgca.gov>
Subject: FW: Completed: City of Pittsburg/OTS - Agreement

Hi Jason,

Please find the final signed agreement attached for OTS.



Jennifer Brizel, PCC, AWI-CH

Director of Human Resources

Phone 925-252-4898

Email jbrizel@pittsburgca.gov

Web www.pittsburgca.gov

City of Pittsburg 65 Civic Avenue – Pittsburg, CA 94565

From: DocuSign NA4 System <dse_NA4@docusign.net>
Sent: Thursday, May 8, 2025 9:14 AM
To: Jennifer Brizel <JBrizel@pittsburgca.gov>
Subject: Completed: City of Pittsburg/OTS - Agreement

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City *of* Pittsk



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

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Execute the First Amendment to the Agreement for Services with Cinquini and Passarino, Inc. for Enhanced Infrastructure Financing District Legal Map and Description Services and Allocating Funds

MEETING DATE: October 6, 2025

EXECUTIVE SUMMARY

The Enhanced Infrastructure Financing District (EIFD) formation process requires the creation of a legal map and description of the parcels that will comprise the district. In January 2025, the City entered into an agreement with Cinquini and Passarino, Inc. ("Consultant") to provide these services (the "Agreement"). The Consultant has completed these services and delivered a complete set of signed documents, which will be used for filing the approved district with the State Board of Equalization (BOE). Due to unforeseen additional research required to prepare the documents, an amendment to the Agreement to increase the total compensation by \$16,954 (the "First Amendment") is proposed.

FISCAL IMPACT

The proposed First Amendment would increase the total compensation of the Agreement by \$16,954, to a total of \$91,534. The previous compensation limit of \$74,580 has been expended for services rendered under the Agreement. The additional costs for services rendered will be paid using Economic Development funds, the same funding source for the original Agreement.

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to execute the First Amendment to the Agreement with Cinquini and Passarino, Inc. for Enhanced Infrastructure Financing District Legal Map and Description Services and allocating funds.

BACKGROUND

On January 21, 2025, the City entered into an Agreement with the Consultant to create legal maps and descriptions of the geographic areas within the Pittsburg EIFD in accordance with State Board of Equalization standards. These legal maps and descriptions are required to be incorporated within the Infrastructure Financing Plan (IFP) of an EIFD under Section 53398.63 of the California Government Code. The Consultant conducted extensive research and collaborated with City staff to deliver a total of 53 geographic area maps and descriptions that make up the Pittsburg EIFD in early July. These maps and descriptions were incorporated into the draft IFP that was adopted by the Pittsburg EIFD Public Financing Authority on July 21, 2025. Staff is now in the process of filing with the State BOE to finalize establishment and begin collections of receipts from the Pittsburg EIFD.

SUBCOMMITTEE FINDINGS

This item was not presented to any subcommittee.

STAFF ANALYSIS

Due to unforeseen efforts required to prepare the legal maps and description as a result of the age of certain deed documents and/or deed documents being associated with lot line adjustments, more extensive research than was previously anticipated was required by the Consultant. In a letter dated August 18, 2025, the Consultant provided information stating that their project budget of \$74,580 was exceeded, and requested an additional \$16,954 to cover costs for this additional research and analysis. Completion of the legal maps and descriptions is essential to the task of forming the Pittsburg EIFD.

ATTACHMENTS: Resolution
First Amendment

Report Prepared By: Robert Hicks-Carrera, Economic Development Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of the First Amendment)
To the Consulting Services Agreement with)
Cinquini & Passarino, Inc. and Allocating Funds)

RESOLUTION NO. 25-

WHEREAS, the City of Pittsburgh entered into a Consulting Services Agreement ("Agreement") with Cinquini & Passarino, Inc. ("Consultant") on January 21, 2025, to draft, sign, and stamp legal maps and descriptions for the Pittsburgh Enhanced Infrastructure Financing District (EIFD); and

WHEREAS, the Consultant successfully completed the scope of services in early July 2025, and delivered to the City 53 geographic areas with legal maps and descriptions for each area within the Pittsburgh EIFD; and

WHEREAS, these legal maps and descriptions were incorporated into the final draft Infrastructure Financing Plan of the Pittsburgh EIFD approved by the Pittsburgh EIFD Public Financing Authority on July 21, 2025, thereby forming the Pittsburgh EIFD; and

WHEREAS, in a letter dated August 18, 2025, to the City, the Consultant notified and provided detail that costs exceeded the project budget stated in the Agreement, and requested an additional \$16,954 in compensation for services rendered.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the First Amendment to the Consultant Services Agreement with Cinquini and Passarino, Inc. and allocates the requisite funding.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 6th day of October 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

**FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG AND
CINQUINI AND PASSARINO, INC.**

THIS First Amendment to the Principal Agreement made and entered into on January 21, 2025, hereafter referred to as Agreement, between Cinquini and Passarino, Inc., a California corporation, therein referred to as Consultant, and the City of Pittsburgh, a municipal corporation, therein referred to as City, is made and entered into on this 6th day of October, 2025.

WHEREAS, the parties entered into an Agreement for Legal Map and Description services for the Pittsburgh Enhanced Infrastructure Financing District; and

WHEREAS, the parties desire to increase the total compensation amount.

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

2. Compensation. Section 2 of the Agreement is hereby amended to read as follows: City hereby agrees to pay Consultant a sum not to exceed Ninety One Thousand, Five Hundred and Thirty-Three Dollars and Fifty Cents (\$91,533.50), 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.

4. Exhibit B Compensation Schedule. Exhibit B is hereby replaced with Attachment 1 of this First Amendment.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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:

CITY:

CINQUINI AND PASSARINO, INC., a
corporation

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

By: _____
Anthony G. Cinquini, PLS, Principal

By: _____
Maria M. Aliotti, Interim City Manager

APPROVED AS TO FORM:

By: _____
Donna Mooney, City Attorney

EXHIBIT B

COMPENSATION SCHEDULE

Total project costs for this agreement shall not exceed \$91,533.50. Services will be rendered on an hourly basis and invoiced monthly.



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

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Project 2227 – Traffic Signal Improvements as Complete and Authorizing the City Engineer to File a Notice of Completion

MEETING DATE: October 6, 2025

EXECUTIVE SUMMARY

Project 2227 – Traffic Signal Improvement (Project) upgraded traffic signal hardware at 35 signalized intersections throughout the City. This resolution will accept the project as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The Project was funded by \$1,065,600 from the Highway Safety Improvement Program (HSIP) grant, \$44,400 from the Road Maintenance Rehabilitation Account (RMRA - Fund 228), and \$161,000 from the General Fund (Fund 110) for a total approved budget of \$1,271,000. The total anticipated expenditure for the Project, including design, construction, and staff time costs is \$1,162,521. Because other funds, such as grants, are utilized first, the unspent balance will be returned to the General Fund.

An updated CIP project sheet is attached to this report.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution accepting the Project as complete and authorizing the City Engineer to file a Notice of Completion.

BACKGROUND

On September 16, 2019, City Council adopted Resolution No. 19-13682, accepting a \$1,065,600 HSIP grant, allocating \$44,400 from RMRA, and establishing a total project budget in the amount of \$1,110,000.

Advertising for the Project began on October 13, 2021 and construction bids were opened on November 17, 2021.

On January 18, 2022, City Council adopted Resolution No. 22-14041, allocating \$161,000 from the General Fund, accepting the plans and specifications, and awarding a construction contract to the lowest responsive responsible bidder, Bear Electric Solutions in the amount of \$803,879 for construction of the Project.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Project successfully upgraded traffic signal hardware at 35 signalized intersections throughout the City, significantly enhancing overall traffic safety, flow, and efficiency for drivers, pedestrians, and cyclists. This upgrade addresses key issues, including aging equipment, inconsistent signal timing, and limited integration with modern traffic management systems. The new hardware now better supports the City's transportation network, ensuring more reliable operation, reduced congestion, and improved responsiveness to real-time traffic conditions.

During construction there were two contract change orders for the Project in the amount of \$29,016.99 to account for a change in equipment to match City standard signal hardware.

ATTACHMENTS: Resolution
CIP Project Sheet

Report Prepared by: Tina Tan, Assistant Engineer

In the Matter of:

RESOLUTION NO. 25-

BE IT FURTHER RESOLVED that the Clty Council directs staff to return any unspent funds to the General Fund.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of October 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

Project Title:

Project #:

(HSIP 9) Citywide Traffic Signal Improvements

2227



Project Category: Signal

Location: Citywide

Project Manager: K. Labao

Project Priority: 1A – Essential

Project Status: Completed

Est. Completion Date: 2025/26

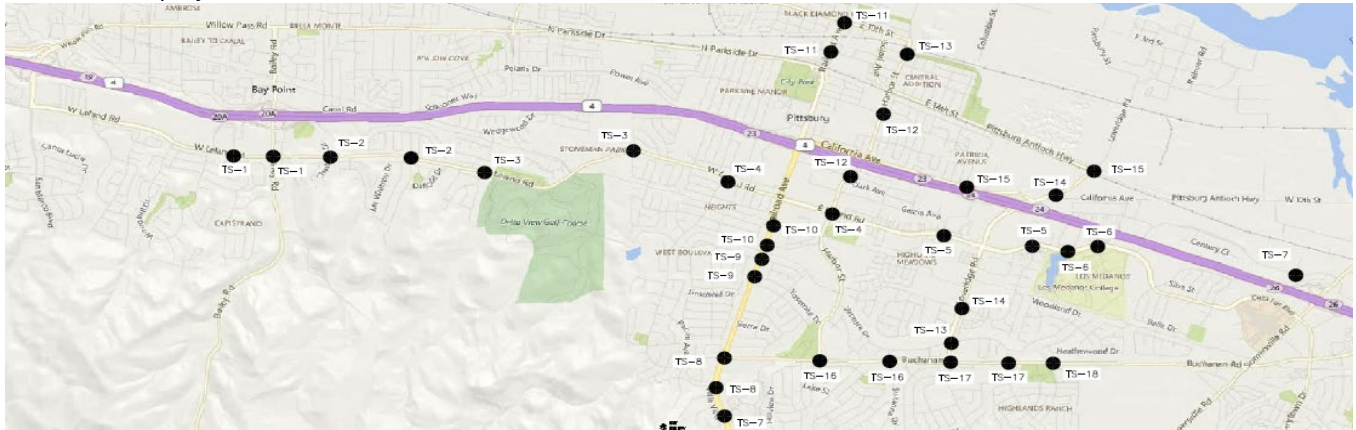
Description/Justification:

This project will improve the traffic signal hardware at 35 signalized intersections citywide. Improvements include, but is not limited to, the replacement and/or installation of signal heads, lenses, pedestrian heads, push buttons, visors, backplates, retroreflective borders, controllers, cabinets, battery backup systems, and modems as well as minor improvements to signal timing.

Supplemental Information:

Funding Sources: Local Highway Safety Improvement Program (HSIP) Cycle 9 Federal Funds.

See below for project locations:



PROJECT FINANCING		CURRENT		PROPOSED					TOTAL
PROJECT EXPENDITURES		Prior	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	
1101	Staff Time	\$ 31,850	\$ 2,010	\$ 10,340	\$ 1,000				\$ 45,200
2122	Design	\$ 126,625							\$ 126,625
2281	Construction	\$ 118,365	\$ 594,500	\$ 196,750	41,645				\$ 951,260
2372	Administrative Overhead	\$ 31,065	\$ 1,750	\$ 7,201	\$ 1,000				\$ 41,016
TOTAL		\$ 307,905	\$ 598,260	\$ 214,291	\$ 43,645				\$ 1,164,101
PROJECT FUNDING		Prior	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
110	General Fund	\$ 161,000							\$ 161,000
	Federal/State Funding	\$ 1,065,600							\$ 1,065,600
228	RMRA	\$ 44,400							\$ 44,400
TOTAL		\$ 1,271,000							\$ 1,271,000



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

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Authorizing the City Manager to Accept a Community Grant from the United States Environmental Protection Agency and Enter into a Grant Agreement

MEETING DATE: October 6, 2025

EXECUTIVE SUMMARY

The City was selected for a \$959,752 federal earmark through the House Appropriations Committee and is eligible for receipt of grant funds through the administering party, the United States Environmental Protection Agency (US EPA) under the Safe Drinking Water State Revolving Fund Community Grants Program. The grant-funded project will identify and install alternative power technology to supplement the energy consumption of the City's Water Treatment Plant (WTP) with off-grid, less expensive energy.

FISCAL IMPACT

Due to the nature of the project, the City has applied for \$120,000 to fund project design. This portion of the earmark has been awarded on a reimbursement basis. Once designed, the City will modify its grant agreement with the US EPA to include construction costs up to the total earmarked amount of \$959,752. There is no match requirement for this funding opportunity.

RECOMMENDATION

City Council adopt the Resolution authorizing the City Manager to accept US EPA Safe Drinking Water State Revolving Fund Community Grant Program funds and enter into a grant agreement.

BACKGROUND

The City of Pittsburg operates a WTP and purveys high quality drinking water to all Pittsburg residents and businesses. In 2024, the City was selected for a \$959,752 federal earmark through the House Appropriations Committee and is eligible for receipt of grant funds administered by the US EPA under the Safe Drinking Water State Revolving Community Grants Program. The program provides a valuable source of federal funding for water infrastructure that complements the resources Congress provided in the 2022 Bipartisan Infrastructure Law and the annual appropriations process. The funding awarded to the City is intended to identify and install alternative off-grid power generation technology to meet the energy demand of the City's WTP.

SUBCOMMITTEE FINDINGS

This item was introduced at the April 18, 2024 Finance Management Subcommittee in the monthly grants update.

STAFF ANALYSIS

The objective of this project is to identify and install alternative power technology, and investigate the establishment of Pittsburg Power service at the WTP to supplement the energy consumption of the WTP with off-grid, less expensive energy. The WTP currently draws over 4 million kilowatts of electricity from the regional energy provider, Pacific Gas and Electric Company, resulting in over \$1 million in energy costs each year, which are passed on to residents. By reducing energy costs at the WTP, the City can pass those savings on to the residents, who can use them for other necessary living costs.

In addition to relieving the cost to Pittsburg's rate payers, this project is a first step in the WTP's plan to build resilience to the challenges posed by the existing energy provider's inefficiencies and public safety power shutoff events, and diversifying the WTP's energy sources to include either on-site generation or other technologies.

Attachments: Resolution
 Grant Agreement

Report Prepared By: Sara Bellafronte, Assistant to the City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Accept a)
Community Grant from the United States)
Environmental Protection Agency and Enter)
Into a Grant Agreement)

RESOLUTION NO. 25-

WHEREAS, the City of Pittsburg operates a Water Treatment Plant (WTP) and purveys high quality drinking water to all Pittsburg residents and businesses; and

WHEREAS, the WTP currently draws over 4 million kilowatts of electricity from the regional energy provider, Pacific Gas and Electric company, resulting in over \$1 million in energy costs each year, which are passed on to residents; and

WHEREAS, in 2024, the City was selected for a \$959,752 federal earmark through the House Appropriations Committee and is eligible for receipt of grant funds administered by the United States Environmental Protection Agency under the Safe Drinking Water State Revolving Fund Community Grants Program; and

WHEREAS, the funding awarded to the City is intended to identify and install alternative off-grid power generation technology to meet the energy demand of the City's WTP, pass on any energy cost savings to the ratepayers, and diversify the WTP's energy sources to include either on-site generation or other technologies.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby authorizes the City Manager to accept US EPA Safe Drinking Water State Revolving Fund Community Grants Program funds and enter into a grant agreement.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of October 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 97T37401 MODIFICATION NUMBER: 0 PROGRAM CODE: CG	DATE OF AWARD 08/04/2025	
			TYPE OF ACTION New		MAILING DATE 08/07/2025
			PAYMENT METHOD: Reimbursement		ACH# 90813
			RECIPIENT TYPE: Municipal		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT: CITY OF PITTSBURG 65 CIVIC AVE PITTSBURG, CA 94565-3814 EIN: 94-6000395			PAYEE: CITY OF PITTSBURG 65 CIVIC AVE PITTSBURG, CA 94565-3814		
PROJECT MANAGER John Samuelson 65 Civic Avenue Pittsburg, CA 94565 Email: jsamuelson@pittsburgca.gov Phone: 925-252-4271		EPA PROJECT OFFICER Samuel Niederberger 75 Hawthorne Street, WTR-3-4 San Francisco, CA 94105 Email: Niederberger.Sam@epa.gov Phone: 213-244-1934		EPA GRANT SPECIALIST Susan Chiu Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: fernandez.darlene@epa.gov Phone: 415-972-3664	
PROJECT TITLE AND DESCRIPTION Community Grants Program - Water Treatment Plant Energy Project See Attachment 1 for project description.					
BUDGET PERIOD 10/01/2025 - 03/31/2027	PROJECT PERIOD 10/01/2025 - 03/31/2027	TOTAL BUDGET PERIOD COST \$ 120,000.00	TOTAL PROJECT PERIOD COST \$ 120,000.00		
NOTICE OF AWARD Based on your Application dated 04/24/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 120,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 120,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		ORGANIZATION / ADDRESS U.S. EPA, Region 9, Water Division, WTR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Ellen Blake - Acting Grants Management Officer				DATE 08/04/2025	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 120,000	\$ 120,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 120,000	\$ 120,000

Assistance Program	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2024 Consolidated Appropriations Act (PL118-42)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2509W34047	24	E5	0924C4H	000B80	4192	-	-	\$ 120,000
									\$ 120,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 7,000
2. Fringe Benefits	\$ 3,000
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 110,000
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 120,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 120,000
12. Total Approved Assistance Amount	\$ 120,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 120,000
15. Total EPA Amount Awarded To Date	\$ 120,000

Attachment 1 - Project Description

This agreement provides funding to City of Pittsburgh to implement its project to implement The Water Treatment Plant Energy Improvement Project as directed in the 2024 Consolidated Appropriations Act. The funds will not be used for construction activities.

This agreement provides full federal funding in the amount of \$120,000. The cost share requirement is waived by EPA per memo dated 2/7/2025. Refer to Terms and Conditions. The activities to be performed include the execution and implementation of a Water Treatment Plant Energy Improvement Project. Workplan activities consist of: 1) planning and design activities necessary to complete a 100% design package, environmental reviews and documentation, interconnect agreements, and otherwise prepare for construction activities and required compliance. 2) Manage the project activities and implement controls to assure that the project is executed according to the agreed-upon scope, schedule, and budget, and that all mandated procedures, including reporting, are followed.

The anticipated deliverables include . . . RFP, executed agreement with consultant for design, 100% design plans and specifications, PG&E interconnect agreement request (and executed agreement if amenable), Any required environmental review, Quarterly and annual progress reports. The expected outcomes include . . . Technology Selected for deployment at WTP, PPC Allowed to purvey power at WTP in Pittsburgh, Environmental Approvals. The intended beneficiaries include . . . The City of Pittsburgh to move the project into phase II, which will pass the final benefits onto the residents of Pittsburgh in the form of savings, and energy reliability.

No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. ***State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.***

C. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

D. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Branch with a copy to the EPA Project Officer. This form and instructions for completing it can be found at <https://www.epa.gov/grants/epa-grantee-forms>. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to GrantsRegion9@epa.gov, the EPA Project Officer, and the EPA Grants Specialist listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or

digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#). Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation.

When transmitting documents to EPA, the recipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of sensitive information (2 CFR § 200.303(e)). Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for **100%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the [EPA General Terms and Conditions](#) applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	ACCEPTABLE DOCUMENTATION
1. PERSONNEL-- (For both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: - meet the requirements in 2 CFR § 200.430(g) for producing accurate information regarding actual hours an employee worked performing the EPA agreement.- reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period. - be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed- contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	
1a. Working Hours	- copies of time sheets or equivalent personnel activity reports

1b. Non-Working Hours-- (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	- a schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS-- if applicable, approved fringe rate or actual costs per employee.	- a schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS-- Either an approved indirect cost rate agreement covering the period for the indirect costs being claimed, or otherwise approved to use the 15% de minimis rate. See the General Terms and Conditions for additional information.	- a schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL-- Note: First class/business class travel costs are not allowable.	- listing of trips taken, trip dates, location, purpose, and actual costs incurred.- copy of signed and dated authorization documents for each trip. - written certification by employee's supervisor or other authorized official that the trip took place.- copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT-- Records must show equipment items, quantity, unit cost, and total amount consistent with the PO and RFP.	- copy of procurement requests- copy of vendor invoices- quotes or bid announcements as required
6. SUPPLIES	- invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order.- copy of procurement requests- copy of vendor invoices- quotes or bid announcements as required
7. CONTRACTUAL-- The contract agreement must include all applicable clauses stipulated at 2 CFR § 200.327 and Appendix II. NOTE: Per the grant-specific Programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the EPA project officer. Contracts for Architectural and Engineering services are included in this category. The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as	- documents showing quotes or bid announcements as required.- evidence of the selection decision and a cost and price analysis- copy of contractor invoices

described at 2 CFR § 1500.10	
8. CONSTRUCTION -- This category includes contracts for general construction and other contractor costs for activities described in EPA's DBE Rule at 40 CFR § 33.103	- documents showing quotes or bid announcements as applicable.- evidence of the selection decision and a cost and price analysis- copy of contractor and vendor invoices
9. OTHER -- If subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR §§ 200.331 and 200.332 .	- invoices showing items, quantity, unit cost, and total amount. <i>As applicable, ensure there are:-</i> copies of procurement requests- copy of vendor invoices- quotes or bid announcements as required- documentation of participant support cost payments approved in the budget- cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

A.] Performance Reporting ([2 CFR 200.329](#))

The recipient agrees to submit quarterly performance reports electronically to the EPA Project Officer due no later than 30 calendar days after the end of each federal fiscal quarter (January 30, April 30, July 30, and October 30). The final performance report must be submitted no later than 120 calendar days after the period of performance.

Performance reports must relate financial data and project or program accomplishments to performance goals and objectives and include brief information on each of the following areas, as applicable: 1) a comparison of accomplishments to the outputs/outcomes established in the assistance agreement workplan for the reporting period; 2) explanations on why established outputs/outcomes were not met; and 3) additional information, analysis, and explanation of cost overruns or higher-than-expected unit costs. The recipient agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

B.] Project changes ([2 CFR 200.308](#))

Consistent with 2 CFR 200.308, the recipient must request prior written approval from EPA for the following program and budget-related reasons, including: changes which alter the project performance standards; changes in the scope or objectives of the project (even if there is no associated budget revision requiring prior written approval) or substantially altering the design of the project; changes in key personnel (including employees and contractors) that are identified by name or position in the Federal award; the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator; the inclusion, unless waived by the EPA, of costs that require prior approval in accordance with subpart E to 2 CFR Part 200 as applicable; the transfer funds between construction and non-construction budget categories; significantly delaying or accelerating the project schedule; or substantially altering the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project. Note, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination.

C.] Right of Access ([2 CFR 200.337](#))

EPA will have access to all records which are pertinent to the assistance agreement (including fiscal, procurement, and engineering data and files), and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

Procurement Document Submission

(1) With the exception of projects that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement, the recipient shall submit a copy of all proposed and/or executed contracts for services (including professional and construction), supplies, and equipment over \$250,000 to the EPA Project Officer for review. The submittal of the proposed and/or executed contracts must include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bids,

scopes of work, and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, the bid package of the lowest responsive, responsible bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the Minority Business Enterprise(MBE) / Women's Business Enterprise (WBE) proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the statutory/regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed and/or executed contract for services, such as architectural/engineering or grant management or construction, prior to signing each contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. To be accepted as allowable project costs, such procurements/contracts must comply with all statutory and regulatory requirements, including [40 U.S.C. 1101 et seq. \(the Brooks Act\)](#) or an equivalent State qualifications-based procurement requirement, as applicable; [2 CFR Part 200](#); [2 CFR Part 1500](#); and/or [40 CFR Part 33](#).

(2) Recipients that qualify for the procurement flexibilities discussed below in term and condition D. Procurement, must provide to the EPA upon request solicitation documents (e.g., Request for Proposals or Request for Qualifications), contracts, and/or any other pertinent documents relating to the process used to enter the contract.

(3) All recipients, to include those that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

D.] Procurement

The FY 2024 Consolidated Appropriations Act (P.L. 118-42), which was signed into law on March 9, 2024, states:

Provided further, That the funds made available under this heading for Community Project Funding/Congressionally Directed Spending grants in this or prior appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance, if a Community Project Funding/Congressionally Directed

Spending recipient has procured services or products through contracts entered into prior to the date of enactment of this legislation that complied with state and/or local laws governing competition.

(a) Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has:

- procured services or products through contracts entered into prior to March 9, 2024; and
- complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement).

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 9, 2024, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts were entered into. The contract will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(a)(1) Contract Amendments after March 9, 2024, and FY 2024 Procurement Flexibility

Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts may not be subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance (with the exception noted below in paragraph (a)(2) for contract modifications over the Simplified Acquisition Threshold in effect at the time of award) for contract amendments that occur after March 9, 2024, if the recipient has:

- (i) procured services or products through contracts entered into prior to March 9, 2024;
- (ii) entered into said contracts in compliance with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement); and
- (iii) complied with state and/or local laws relating to contract amendments as applicable.

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 9, 2024, and contract amendments after that date, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts and contract amendments were entered into. The contracts and contract amendments will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts and amendments with state

and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(2) Consistent with 2 CFR 200.324, the recipient further agrees that for all contract modifications/amendments in excess of the Simplified Acquisition Threshold in effect at the time of award, the recipient will perform a cost or price analysis.

(b) All other recipients who do not qualify for the procurement flexibilities discussed in section (a) must procure all services (professional, construction, etc.), supplies, and equipment awarded under this grant in accordance with all applicable federal requirements, including: [40 U.S.C. 1101 et seq. \(the Brooks Act\)](#) or an equivalent State qualifications-based procurement requirement, as applicable; [2 CFR Part 200](#); [2 CFR Part 1500](#); and/or [40 CFR Part 33](#). This includes all services (professional, construction, etc.), supplies, and equipment for which costs are approved as preaward costs.

(c) Recipient must comply with the procurement processes for architectural and engineering (A/E) services as described in [40 U.S.C. 1101 et seq.](#), or an equivalent State qualifications-based requirement.

Where equivalent State qualifications-based requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to [40 U.S.C. 1101 et seq.](#) must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of [40 U.S.C. 1101 et seq.](#) include:

- Public announcement of the solicitation (e.g., public announcement of a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., criteria identified in the solicitation);
 - Evaluation criteria should be based on demonstrated competence and qualifications for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;
 - In the event that the recipient is unable to negotiate a satisfactory contract with the firm, the recipient shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the recipient is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

In the event that the State has no existing equivalent qualifications-based requirement for procurement,

the federal requirements in [40 U.S.C. 1101 *et seq.*](#) apply.

(d) All recipients, to include those that qualify for the procurement flexibilities discussed in section (a), must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

E.] Cybersecurity Grant Condition for Other Recipients

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient or subrecipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F.] Signage

The FY 2022 Consolidated Appropriations Act (Pub. Law 117-103), FY 2023 Consolidated Appropriations Act (Pub. Law 117- 328), and FY 2024 Consolidated Appropriations Act (Pub. Law 118-42) provide that those federal requirements that would apply to a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) project grant recipient shall apply to a grantee receiving a Community Grant. Consequently, these Appropriations Acts extend Signage requirements applicable to SRF projects to Community Grants. The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide.

Basic Requirements

Recipients should note that they have the option of selecting different implementation options depending on the location, project type, and available resources. The costs of compliance with the signage requirements are allowable under the grant, provided the costs are reasonable. Recipients must ensure limited English proficient individuals have meaningful access to activities receiving EPA funds, consistent with Executive Order 13166 and EPA Order 1000.32. In this regard, to increase public awareness of projects serving communities where English is not the predominant language, EPA encourages recipients to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable under the grant, provided the costs are reasonable.

Summary of Options

The SRF Signage Guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the Basic Requirements above while remaining cost-effective and accessible to a broad audience. The following strategies are acceptable options for communities to follow:

Standard Signage

- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

Recipients selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project, and community

- Project cost (total grant award amount, i.e., federal share plus recipient contribution)
- The EPA and Recipient logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. Recipients are responsible to comply with the sign specifications provided by the OPA, available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication; contact information can be found at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo#download>.

Implementation Option: Posters, Brochures, and/or Pamphlets

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the recipient.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the Community Grants program. The recipient may also implement this option as a short pamphlet that is placed in one of the locations noted below for community members to read.

Posters, brochures, and/or pamphlets should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, brochure, and/or pamphlet, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

Projects that will implement this requirement through use of posters, brochures, and/or pamphlets should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletters, Periodicals, and/or Press Releases

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the recipient to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and community resources can reach a wide audience as the statement goes through multiple news outlets.

If the recipient decides on a public and/or media event to publicize the accomplishment of significant events related to the project as a result of EPA support, the recipient must provide EPA with at least ten working days' notice of the event and the opportunity to attend and participate in the event.

Recipients that will implement this requirement through use of a newsletter, periodical, or press release should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Inserts and/or Pamphlets in Water/Sewer Bills

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the affected community. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the environmental and public health benefits to the community.

Recipients that will implement this requirement through use of inserts and/or pamphlets in water/sewer bills should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding

- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online and/or Social Media Publicity

Many communities are increasingly finding that the internet is the most cost-effective approach to publicizing their projects and reaching a broad audience of stakeholders. Online “signage” should follow the minimum information guidelines above and may appear on the town, community, and/or facility website if available. In some cases, communities may be active on social media sites such as Facebook or X, formally known as Twitter. These can be used as an opportunity for publicizing projects and information about how EPA funds are being used in the community.

These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or through other social media outlets.

Projects that will implement this requirement through use of online and/or social media publicity should ensure the following are included:

- Name of facility, project, and community
- Project was wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, recipients have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, and/or online materials. Communities may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the grant funding administered by the U.S. Environmental Protection Agency (EPA). EPA's Community Grant Program. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near (name of town, city, and/or water body or watershed to benefit from project.)

For projects in certain areas, recipients should consider whether it is appropriate to include additional details about the project. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water

body, may be of interest to community residents. In these cases, including additional detail would further serve to showcase positive efforts financed by EPA. Additionally, recipients may elect to detail improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the recipient when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

G.] Public or Media Events

The recipient will notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to the project as a result of EPA support and provide the opportunity for attendance and participation by federal representatives with at least ten working days notice.

H.] Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's [Community Grants Program Final Implementation Guidance](#). For additional information on cross-cutting requirements, as well as applicability for recipients and subrecipients, visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

I.] American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement. Based on the directive Congressional language in the FY 2022, FY 2023, and FY 2024 Consolidated Appropriations Acts' (i.e., "Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"), AIS requirements apply to this award agreement.

(a) Definitions. As used in this award term and condition—

(1) "iron and steel products" mean the following products made primarily of iron or steel, where "primarily" means 50% or greater iron/steel, measured by materials costs: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and ferrous construction materials.

(2) "steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference.

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition. "Produced in

the United States means all manufacturing processes, beginning with initial melting, must occur in the United States.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

- (i) applying the requirement would be inconsistent with the public interest;
- (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) Request for a Waiver under (b)(2) of this section.

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

- (i) A description of the foreign and domestic iron and/or steel, ;
- (ii) Unit of measure;
- (iii) Quantity;
- (iv) Cost;
- (v) Time of delivery or availability;
- (vi) Location of the project;
- (vii) Name and address of the proposed supplier; and
- (viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with Section 608 of the Clean Water Act and Section 1452(a)(4) of the Safe Drinking Water Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J.] Build America, Buy America Act (BABA)

This term and condition supplements the “Build America, Buy America” term and condition included in EPA's [General Terms and Conditions](#).

(a) Definitions.

As used in this award term and condition —

(1) “Build America, Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

(2) “Infrastructure” encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

(3) “Infrastructure Project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

(b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) all construction materials are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States. Construction materials includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- fiber optic cable (including drop cable);
- optical fiber;
- glass (including optic glass);
- lumber;
- drywall; and
- engineered wood.

(4) The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as

established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-24-02-.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

- i. The Federal Award Identification Number (FAIN);
- ii. Location and description of the project;
- iii. Total cost of infrastructure expenditures, including federal and non-federal funds;
- iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;
- v. Project schedule including earliest targeted installation dates of items requested to be waived;
- vi. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;
- vii. Recipient's Unique Entity Identifier (UEI);
- vii. Anticipated impact if no waiver is issued; and
- viii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) The recipient must maintain documentation of any use of materials which are considered de minimis and are covered by an [existing waiver](#) (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

(2) If the recipient seeks coverage under an existing general applicability [BABA waiver](#), the recipient agrees to submit available evidence to the EPA Project Officer to support such a determination as identified in the BABA waiver. The recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2](#)

[CFR 200.334.](#)**K.] Environmental Review**

The EPA is initially awarding \$120,000 in funds for activities listed in paragraphs 40 C.F.R. 6.204(a)(2)(i)-(x) (e.g., planning, architectural, engineering, and pre-design work). No environmental documentation is required, and the recipient may only draw down funds for activities listed in paragraphs 40 C.F.R. 6.204(a)(2)(i)-(x). Recipient shall not draw down the EPA funds or make any expenditures to meet a cost share obligation, for construction-related activities such as destruction, excavation, modification of existing structures, ground-disturbing work including rehabilitation and replacement activities, modifying, removing or demolishing structures, or other improvements to real property.

The EPA will not award additional funds for activities not listed in 40 C.F.R. 6.204(a)(2)(i)-(x) (noted above) until the EPA has complied with the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 et seq., and EPA implementing regulations at 40 CFR Part 6. Recipients must also comply with Federal cross-cutting environmental authorities as well as other applicable Federal laws. In order for the EPA to carry out its environmental review obligations under NEPA and other Federal cross-cutting environmental authorities, recipient must provide the EPA with information on all impacts the construction activities may have on the quality of the human environment. This may include, at the direction of the EPA Project Officer, providing an Environmental Information Document to the EPA to assist the EPA in preparing the required NEPA review document. The recipient may charge costs for providing this information to the initial award. Once the EPA completes its NEPA review, the EPA Project Officer will notify the recipient that the grant agreement is being amended to add remaining funds to the award to cover the costs of construction. After the amendment is processed, recipient may drawdown funds for construction activities.

L.] Davis-Bacon Labor Standards**1. Program Applicability**

a. Program Name: Community Grants Program

b. Statutes requiring compliance with Davis-Bacon:

- Consolidated Appropriations Act, 2022 (P.L. 117-103);
- Consolidated Appropriations Act, 2023 (P.L. 117-328); and
- Consolidated Appropriations Act, 2024 (P.L. 118-42)

c. Activities subject to Davis-Bacon:

- **For Community Grants Projects that are inclusive of CWSRF-eligible activities:** Treatment works constructed in whole or in part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.
- **For Community Grants Projects that are inclusive of DWSRF-eligible activities:** Any construction

project carried out in whole or part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts

a. Solicitation and Contract Requirements:

i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).”

b. After Award of Contract:

i. Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

ii. Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions

provided in the [DBRA Requirements for EPA Subrecipients](#).”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

M.] Recipient Work Force

The recipient agrees that the use of Recipient's work force to perform grant-funded construction is subject to the provisions in [2 CFR Part 200](#). Recipient agrees that both the rates paid for direct labor and the types of and costs for fringe benefits for Recipient's work force performing grant-funded activities will be in accordance with normal rates and benefits applicable to similar work performed by Recipient's work force but funded entirely with Recipient's funds. Recipient will maintain adequate file documentation to support both the basis for pay rates and benefits, and the total costs charged to the grant for work performed by Recipient's work force. Recipient will provide time sheets for each worker as back-up documentation when EPA payments are requested.

N.] Flood Insurance

The recipient will acquire and maintain at its own cost any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended, before the project is placed in operation. This condition shall not be applicable if, on the date of execution of this Grant Agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property on the project location.

O.] Operation and Maintenance

The recipient agrees that that it will properly operate and maintain all facilities that are partially or wholly funded by this grant for the useful life of the facilities as described below.

Useful Life Timeframes

- Land - Permanent
- Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years
- Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years

- Wastewater and Drinking Water Process Equipment - 15 years
- Auxiliary Equipment - 10 years

--END OF DOCUMENT--



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

TO: Mayor and Council Members

FROM: Maria M. Aliotti - Interim City Manager

SUBJECT: Adoption of a City Council Resolution Accepting Project 2028 – Crestview Drive Safety Improvements as Complete and Authorizing the City Engineer to File a Notice of Completion

MEETING DATE: October 6, 2025

EXECUTIVE SUMMARY

Project 2028 – Crestview Drive Safety Improvements (Project) installed pavement markings, raised medians, and pedestrian crossings at six intersections throughout the City. This resolution will accept the construction contract as complete and authorize the City Engineer to file a Notice of Completion.

FISCAL IMPACT

The total anticipated expenditures for the Project, including design, staff time, construction, release of retention, and project closeout is \$851,000. The total approved budget for the Project was \$933,474.

Any unspent Project funds will be returned to the source funds. An updated CIP project sheet is attached to this report.

RECOMMENDATION

City Council adopt the attached Resolution accepting the Project as complete and authorizing the City Engineer to file a Notice of Completion.

BACKGROUND

Advertising for the Project began on July 3, 2024 and construction bids were opened on July 18, 2024.

On August 5, 2024, the City Council adopted Resolution No. 24-14518, accepting the plans and specifications, and awarding a construction contract to RK Engineering, Inc. in the amount of \$531,654.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The Project successfully installed pavement markings, raised medians, and pedestrian crossings at six intersections along Crestview Drive at Nina Place, Alta Vista Circle, Kingsberry Place, Atherton Avenue, William Way and Crestview Lane. These improvements enhanced pedestrian safety, reduced vehicle speeds, and improved overall traffic flow along the corridor. Community feedback has been positive, particularly regarding increased visibility at crosswalks and reduced instances of unsafe turning movements.

The Project included five contract change orders in the amount of \$93,922.46 for a total contract amount of \$625,576.46.

ATTACHMENTS: Resolution
CIP Project Sheet

Report Prepared by: Tina Tan, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting Project 2028 - Crestview)
Drive Safety Improvements as Complete)
And Authorizing the City Engineer to)
File a Notice of Completion)

RESOLUTION NO. 25-

WHEREAS, Project 2028 – Crestview Drive Safety Improvements (Project) installed pavement markings, raised medians, and pedestrian crossings at six intersections along Crestview Drive at Nina Place, Alta Vista Circle, Kingsberry Place, Atherton Avenue, William Way, and Crestview Lane; and

WHEREAS, on August 5, 2024, the City Council adopted Resolution No. 24-14518, accepting the plans and specifications, and awarding a construction contract to RK Engineering, Inc. in the amount of \$531,654; and

WHEREAS, during construction, there were a total of five contract change orders in the amount of \$93,922.46 for a total contract amount of \$625,576.46; and

WHEREAS, the total anticipated expenditures for the Project, including design, construction, and staff time charges are \$851,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburg hereby accepts the Project as complete, authorizes the City Engineer to file a Notice of Completion, file said document with the Office of the Recorder of the County of Contra Costa, State of California, within 10 days from the date hereof, and return any unspent Project funds to the source funds.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of October 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

Project Title:

Project #:

(HSIP 10) Crestview Drive Safety Improvements

2028



Project Category:	Streets
Location:	Crestview Drive from William Way to Nina Place.
Project Manager:	K. Labao
Project Priority:	1E – Essential
Project Status:	Completed
Est. Completion Date:	2025/26

Description/Justification:

The project is a state-only funded California Department of Transportation (Caltrans) project. It encompasses six intersections along Crestview Drive with the primary goal of improving pedestrian safety and preventing vehicular speeding. The project locations are Crestview Lane, William Way, Atherton Ave, Kingsberry Place, Sunnyhill Way, and Nina Place. The scope of work includes, but is not limited to, upgrading pavement markings, installing raised medians, upgrading pedestrian crossings with enhanced safety features.

Supplemental Information:

Funding Source: Local Highway Safety Improvement Program (HSIP) Cycle 10 State Grant.

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
101	Staff Time	\$9,500	\$20,500	\$28,000	\$1,800				\$ 59,800
2122	Design	\$25,000	\$49,500						\$ 74,500
2281	Construction			\$625,600	\$31,300				\$ 656,900
2372	Administrative Overhead	\$8,900	\$21,100	\$28,000	\$1,800				\$ 59,800
TOTAL		\$ 43,400	\$ 91,100	\$ 681,600	\$ 34,900				\$ 851,000
PROJECT FUNDING		Prior	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	TOTAL
Federal/State Funding		\$378,220							\$ 378,220
228	RMRA	\$41,180							\$ 41,180
203	HUTA	\$100,000	\$51,700						\$ 151,700
233	CDBG	\$200,000	\$162,374						\$ 362,374
TOTAL		\$ 719,400	\$ 214,074						\$ 933,474



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

TO: Mayor and Council Members

FROM: Donna Mooney - City Attorney

SUBJECT: Adoption of a City Council Resolution Approving
Expenditures for City Representatives' Travel to China

MEETING DATE: October 6, 2025

EXECUTIVE SUMMARY

The City received an invitation from The Chinese People's Association for Friendship with Foreign Countries (the "Conference Host"), inviting City representatives to travel to Hangzhou, China, to attend the 7th China-US Sister Cities Conference from October 25 through October 27, 2025.

FISCAL IMPACT

The Conference Host is paying for the costs of transportation, accommodation, and meals within China. The City will be responsible for the airfare to and from China and staff reimbursements for associated travel costs outside of China, up to the limit allowed by the Internal Revenue Service.

The City's cost associated with this travel will not exceed \$16,000 and will come from the Pittsburg Power Company's approved Fiscal Year 2025-26 adopted budget.

RECOMMENDATION

City Council adopt the Resolution approving expenditures for City representatives' travel to China.

BACKGROUND

The City actively encourages cultural understanding and the development of relations between businesses, research and educational institutions, government policy and regulatory agencies, and other organizations concerned with encouraging progress in economic development. The City has formed and maintained Sister City and Friendship City relationships. These relationships join parties that have identified areas of common interest for cooperation, including, but not limited to: cultural development; business development; and the facilitation of networks and partnerships. A Friendship City is considered the first stage in becoming a Sister City.

In 2008, the City Council adopted Resolution 08-10975, which approved visits by four employees to Shimonoseki, Japan, and Wenzhou, China. In 2010, the City Council adopted Resolution 10-11395, approving visits to Shimonoseki, Japan, Pohang, Korea, and Wenzhou, China, for four employees.

SUBCOMMITTEE FINDINGS

This item was not discussed in a subcommittee.

STAFF ANALYSIS

Since 1987, the City has maintained Sister City relationships with: Pohang, Korea (established in 1987); Isola delle Femmine (established in 1992); Shimonoseki, Japan (established in 1998), and Yahualica, Mexico (established 2009); and a Friendship City relationship with Wenzhou, China (commencing in 2007).

The City received an invitation from the Conference Host to attend a conference where other Chinese and U.S. cities with Sister City relationships will be promoting mutual understanding, discuss issues of common concern, share experiences and cultures, and pursue economic development opportunities. Staff confirmed that the U.S. cities of Sonoma, Morgan Hill, San Diego, Dublin, and Richmond, the County of Alameda, and the San Francisco Bay Area Council will also be attending this conference.

Staff recommends authorizing business class air travel. Air travel time from the Bay Area to Hangzhou ranges from 14 hours to 26 hours, depending on the airline and the layover. Pursuant to City Administrative Order 024-Travel Policy, which is applicable to employees, "All long-distance travel on business class flights require the City Manager's prior written approval as customary City travel is on economy class." Staff will compare airfares and flight durations for cost effectiveness. Costs within China during the conference will be borne by the Conference Host or employee. The proposed City representatives are:

- Jelani Killings, Mayor
- Jordan Davis, Community and Economic Development Director
- Vanessa Xie, Pittsburg Power Company Manager

The 2025 conference theme is “Closer Partnership for a Sustainable Future”, focusing on educational exchanges, innovation, and sustainable practices. The City always seeks opportunities that would benefit the local economy and residents, and facilitate partnerships.

Report Prepared By: Donna Mooney, City Attorney

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Approving Expenditures for City)
Representatives Travel to China)

RESOLUTION NO. 25-

WHEREAS, the City actively encourages cultural understanding and the development of relations between businesses, research and educational institutions, government policy and regulatory agencies, and other organizations concerned with encouraging progress in economic development; and

WHEREAS, the City has formed and maintained Sister City and Friendship City relationships. These relationships join parties that have identified areas of common interest for cooperation, including, but not limited to: cultural development; business development; and the facilitation of networks and partnerships. A Friendship City is considered the first stage in becoming a Sister City; and

WHEREAS, since 1987, the City has maintained Sister City relationships with: Pohang, Korea (established in 1987); Isola delle Femmine (established in 1992); Shimonoseki, Japan (established in 1998), and Yahualica, Mexico (established 2009); and a Friendship City relationship with Wenzhou, China (commencing in 2007); and

WHEREAS, previous travel to China for City relationships and economic development were approved by City Council Resolution 08-10975 and Resolution 10-11395 on March 17, 2008 and March 15, 2010 respectively; and

WHEREAS, the City received an invitation from The Chinese People's Association for Friendship with Foreign Countries (the "Conference Host"), inviting City representatives to the 2025 US-China Sister Cities Conference, where other Chinese and U.S. cities with Sister City relationships will be promoting mutual understanding, discuss issues of common concern, share experiences and cultures, and pursue economic development opportunities. Conference costs other than air travel and staff reimbursements for associated travel costs outside of China will be borne by the Conference Host.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves funding of up to \$16,000 for expenditures for the Mayor and two City staff members' to travel to China.

BE IT FURTHER RESOLVED, that the City Council of the City of Pittsburgh finds the conference to be reasonably related to a government or legislative purpose: economic, business, and cultural development.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 6th day of October 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk