



CITY OF PITTSBURG
AMENDED AGENDA

NOVEMBER 3, 2025

CITY HALL COUNCIL CHAMBER
65 CIVIC AVENUE, PITTSBURG, CA

SPECIAL MEETING
PLANNING COMMISSION INTERVIEWS
5:30 PM

CLOSED SESSION
6:30 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 - SPECIAL MEETING FOR PLANNING COMMISSION INTERVIEWS

1. Planning Commission Interviews

6:30 PM - CONVENE IN CLOSED SESSION

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Pursuant to Section 54957
City Attorney
3. CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to Section 54957.6
City Designated Representatives: Julie Mares, MRG, LLC
Unrepresented Employee(s): City Attorney
4. PUBLIC EMPLOYEE APPOINTMENT/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.

5. Inspire Pittsburg - Pittsburg Rotary

PRESENTATIONS

6. Contra Costa Health Presentation on the Los Medanos Recovery Center - Offering a Sobering Center, Crisis Triage, Withdrawal Management and Outpatient Services in Pittsburg

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

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

COMMITTEE REPORTS

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

CONSIDERATION

7. Adoption of a City Council Resolution Authorizing the City Manager to Amend the Software Service Agreement with Tyler Technologies, Inc. to Include the Tyler Enterprise Permitting Solution

The proposed item would authorize an amendment to the existing software service agreement with Tyler Technologies, Inc. to include the Tyler Enterprise Permitting Solution. This addition will consolidate the City's permitting, licensing, code enforcement, and service request systems into a single, integrated platform that seamlessly connects with the new Enterprise Resource Planning (ERP) system, while also providing residents with a centralized digital portal for accessing these services.

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

8. Minutes of October 20, 2025 and October 21, 2025
9. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Contract for the Purchase and Installation of a New Restroom Building at City Park for Phase II of Project 1754 - City Park Restroom Facility

Phase II of Project 1754 – City Park Restroom Facility (Project) is to demolish and replace the existing restroom located on Davi Avenue at Pittsburgh's City Park. The Project will utilize an existing Sourcewell contract that complies with

the City's contracting ordinance to source and install the restroom building. Adoption of this resolution will authorize a contract with Romtec Inc. (Romtec) for the purchase and installation of a new two-stall restroom at Pittsburg's City Park.

10. Adoption of an Ordinance Amending Pittsburg Municipal Code Chapter 2.80 Youth Commission

Staff is proposing updating the Pittsburg Municipal Code Chapter 2.80 Youth Commission to correct and align the current practices.

11. Adoption of a City Council Resolution to Accept the MLS GO Play Fund – NRPA Grant for the FY 2025-26 Youth Soccer League Program

The City has been awarded a \$5,000 MLS GO Play Fund – NRPA Grant to support a youth soccer league program. Staff is requesting adoption of a resolution to accept the grant and allocate the funds to the FY 2025-26 Recreation budget.

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)

ADJOURNMENT TO NOVEMBER 17, 2025

NOTICE TO PUBLIC

GENERAL INFORMATION

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SPEAKER'S CARD

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

PUBLIC HEARINGS

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

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

NOTICE TO THE DISABLED AND VISUALLY OR HEARING IMPAIRED

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

DISRUPTIVE CONDUCT

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

LIVE MEDIA BROADCASTING ADVISEMENT

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

City Council Agency/Liaison/Subcommittee Assignments as of October 9, 2025

OUTSIDE AGENCY BOARDS	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
ABAG	Dionne Adams / Jelani Killings (Alt.)	Standing	Annual		M. Aliotti
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	J. Davis
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
LIASISON	COUNCIL MEMBER(S)	TYPE	MEETS	TIME	STAFF
East Bay League of California Cities	Jelani Killings / Dionne Adams (Alt.)	Standing	3rd Thursday		M. Aliotti
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	M. Aliotti
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
Data Center and Hydrogen	Jelani Killings & Angelica Lopez	Ad Hoc	As Needed		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	M. Aliotti
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

Entry #: 11 - Planning Commission (Age 18+)

Status: Submitted

Submitted: 7/19/2025 8:38 AM

Overview

The Planning Commission conducts public meetings related to specified aspects of the physical development of the City. In particular, it holds hearings on the review of subdivisions and use permits, including conditions for approval. It also reviews architectural, landscaping and site plans for development projects, and makes recommendations to the City Council on rezoning applications, and amendments to the City's General Plan, Zoning and Sign Ordinances.

Meetings

Meetings are generally on the 2nd and 4th Tuesday of each month, at 7:00 pm in the Council Chambers (3rd Floor) at Pittsburg City Hall, 65 Civic Avenue.

Applications are due 8/31/25 at 5 pm

Interviews tentatively scheduled for the evening of 9/15/25

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Michael Alston

Address

[REDACTED]

Email

[REDACTED]

Phone (Primary)

[REDACTED]

Phone (Alternate)

[REDACTED]

Emergency Contact

[REDACTED]

Phone

Provide any professional or technical experience:

I bring over a decade of experience in project and portfolio management, overseeing complex initiatives across timelines, budgets, and cross-functional teams. In my current role, I manage a portfolio exceeding \$100 million, with a focus on delivering results through strategic planning, stakeholder engagement, and efficient resource allocation. My background also includes early-stage planning and development in highly regulated environments, requiring precision, foresight, and adaptability—skills that directly align with the work of the Planning Commission. Additionally, my design mindset allows me to thoughtfully assess architectural, landscaping, and site plans, always considering community impact and long-term sustainability

Why are you interested in serving on this commission?

I'm deeply invested in the growth and future of our city. Serving on the Planning Commission would allow me to contribute meaningfully to shaping a balanced, inclusive, and forward-thinking community. I believe my professional background, combined with a genuine interest in thoughtful urban development, positions me to offer a unique perspective. I'm particularly drawn to the Commission's role in evaluating land use, zoning, and site design—critical elements that determine how our city evolves. I'm committed to ensuring that new developments align with the city's goals while also enhancing quality of life for all residents.

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

General participation in community events such as classic car show, store grand openings, community meetings, etc. I have not participated in many local organizations but I want to begin as this is something I did in previous cities I lived in.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

7/19/2025

Entry #: 13 - Planning Commission (Age 18+)

Status: Submitted

Submitted: 7/28/2025 8:10 AM

Overview

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Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Tammy Baird

Address

[REDACTED]

Email

[REDACTED]

Phone (Primary)

[REDACTED]

Phone (Alternate)

Emergency Contact

[REDACTED]

Phone

[REDACTED]

Provide any professional or technical experience:

I bring over 20 years of cross-industry experience spanning finance, technology, and construction. Throughout my career, I have held key roles that involved strategic planning, operations management, technology integration, and financial oversight. My diverse background has allowed me to develop a unique ability to bridge technical and business functions, drive cross-functional collaboration, and deliver results in complex, fast-paced environments.

Why are you interested in serving on this commission?

I have lived across Pittsburg, Antioch, and Brentwood over the past twelve years, and I’m deeply invested in the well being of our community. I’m especially passionate about creating a better environment for all children in Pittsburg, including my own. I believe that if you want to see positive change, you need to be part of the process and this commission is a meaningful way for me to contribute, listen, and take action on issues that matter to our residents.

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

I am a former member of the East County NAACP, where I was involved in advocating for equity and community empowerment. Currently, I am in active conversations with Dr. Richardson regarding the possibility of serving on the School Site Council at Pittsburg High School, where I hope to contribute to decision making that supports student achievement and school improvement.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

7/28/2025

Overview

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Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Karanbir BAL

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

I own a dump truck company and working very closely with contractors developers All over the Bayarea

Why are you interested in serving on this commission?

I Like to Learn and make our Pittsburg Community Better

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

I am serving in Economic opportunity council contra costa county

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

8/17/2025

Overview

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Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Jomari Fernandez

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

I am currently a plan checker at San Francisco Public Works. My experiences here include plan checking, processing permits, dealing with legal issues related to encroachments, communicating with many Bay Area contractors and other city agencies. Besides Public Works, I also became part of the City and County of San Francisco's Public Utilities Commission and Building Inspections. These two city agencies deal with water, sewer and ensuring that contractors and homeowners are following the California Building Codes (CBC). I also have experience working in US-50 project, and communicating with 8 subcontractors along with project managers and project engineers when I was working with Flatiron Dragados Corporation. Additionally, I interned for the City of Pittsburg's engineering division where I was involved in projects related to rezoning applications and amendments to the zoning and sign ordinances. My experiences at the City of Pittsburg include leading GIS-related projects such as those related to sound walls, biological hotspots, minor and major subdivisions. My acquired skills here include knowledge in GIS, transportation, and environmental engineering. I was also taught how speed zoning works. Throughout that internship, I was exposed towards gathering data for the City of Pittsburg's Public Works as well as inspecting the BART Multimodal Transfer Facility while it was being built.

Why are you interested in serving on this commission?

First of all, I am interested because my skills perfectly fit what this commission needs. Not only did I worked for the City of Pittsburg, I also spent most of my teenage and young adult years in Pittsburg. I am one with the Pittsburg community. Second, I was once an intern at the California Capitol under the CA AAPI Legislative Caucus where I drafted judicial letters, talking points, newsletters and press releases. The acquired skills I have here include public speaking and drastic improvements in research and writing skills which can prove beneficial for the position too. Third, I was once a Willie Brown Fellow at San Francisco. My experiences as a fellow focused on community service, public engagement, communication, architectural design and taking lead on creating promotional materials. I truly believe that my diverse skill sets can benefit the Pittsburg community. Fourth, I worked at the San Francisco Southeast Community Center which is predominantly used by Black communities. I have also been involved heavily with Asian (Korean, Cambodian, Vietnamese, Filipino, Hmong) and Hispanic and Latino communities by both volunteering and learning about their cultures. This diverse experience can prove to be useful especially when combined with technical expertise and raw knowledge in litigations, land-use, zoning and city ordinances that the city council and the mayor want to implement.

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

Before I went to college, I have been volunteering at the Pittsburg community library, Pittsburg high school garden and St. Vincent De Paul food pantry. My tasks include routing books, planting, distributing food to those in need, and assisting the elderly to carry their belongings. Recently, I attend community volunteer events hosted by MESA, APIDA, Society of Hispanic Professional Engineers, American Society of Civil Engineers and Full Circle Projects. I help out by facilitating events that help middle schoolers to pursue STEM-related career, and attending workshops where I speak and educate students how to apply for scholarships.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

7/30/2025

Overview

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Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Zane Fiala

Address

[Redacted]

Email

[Redacted]

Phone (Primary)

[Redacted]

Phone (Alternate)

Emergency Contact

[Redacted]

Phone

[Redacted]

Provide any professional or technical experience:

As a current business owner in Pittsburg and a seasoned operator of multiple restaurants, I bring extensive experience in managing complex operations, navigating regulatory frameworks, and fostering community engagement. My background includes budgeting, permitting, staffing, and customer service leadership—skills that directly align with evaluating planning proposals and understanding their real-world impact on local businesses and neighborhoods.

Why are you interested in serving on this commission?

I want to serve on the Planning Commission because I believe Pittsburg has the potential to be a truly vibrant, beautiful city—one that its residents are proud to call home. As a business owner invested in this community, I want to help shape thoughtful development that honors our history, supports economic vitality, and makes Pittsburg an even better place to live and thrive.

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

I'm an active member of the Pittsburg Chamber of Commerce and have participated in civic and cultural events including the PAL's Trunk or Treat and the Pittsburg Seafood and Music Festival. I also supported efforts to revive the California Zinfandel Competition as a way to reenergize local pride and attract regional attention. I believe that strong communities are built through consistent engagement, and I'm committed to contributing to Pittsburg's continued growth, vitality, and sense of identity.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

8/14/2025

Entry #: 21 - Planning Commission (Age 18+)

Status: Submitted

Submitted: 8/24/2025 9:09 AM

Overview

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Interviews tentatively scheduled for the evening of 9/15/25

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Claudia Galicia

Address

[REDACTED]

Email

[REDACTED]

Phone (Primary)

[REDACTED]

Phone (Alternate)

[REDACTED]

Emergency Contact

[REDACTED]

Phone

[REDACTED]

Provide any professional or technical experience:

Why are you interested in serving on this commission?

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

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

8/24/2025

Entry #: 12 - Planning Commission (Age 18+)

Status: Submitted

Submitted: 7/27/2025 7:38 PM

Overview

The Planning Commission conducts public meetings related to specified aspects of the physical development of the City. In particular, it holds hearings on the review of subdivisions and use permits, including conditions for approval. It also reviews architectural, landscaping and site plans for development projects, and makes recommendations to the City Council on rezoning applications, and amendments to the City's General Plan, Zoning and Sign Ordinances.

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Interviews tentatively scheduled for the evening of 9/15/25

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Jennifer Ingram

Address

[REDACTED]

Email

[REDACTED]

Phone (Primary)

[REDACTED]

Phone (Alternate)

Emergency Contact

[REDACTED]

Phone

[REDACTED]

Provide any professional or technical experience:

I want to serve on our local Pittsburg planning commission because I believe in shaping communities with intention, equity, and long-term impact. My professional background includes working in real estate development with MidPen Housing as the SVP Community Values Impact and Innovation. Midpen housing is one of the largest and most trusted affordable housing developers in the Bay Area, operating across 12 counties (no properties in Pittsburg). I also lead my own development firm, 3011Whitney, where our mission is to strengthen communities through pride in residence. These experiences have given me a deep understanding of the development process, stakeholder collaboration, and the importance of creating spaces that reflect the values and needs of all residents. I'm committed to contributing my technical knowledge and community-first perspective to ensure planning decisions foster inclusion, sustainability, and dignity for every neighbor.

Why are you interested in serving on this commission?

I want to serve on the local planning commission because I'm deeply committed to the long-term health and vibrancy of our community—not just as a resident and professional, but as an artist, entrepreneur, and neighbor. After participating in the focus group the planning commission hosted in the spring I've become energized and excited about the things happening in our community. My artwork is currently on display at a local wine shop and bar, which reflects my belief in the power of local spaces to bring people together and tell our shared story. I'm especially passionate about economic inclusion and the role small businesses play in shaping thriving, diverse communities. Through my work in real estate development and community building, I understand how policy and planning decisions impact who gets to participate, build, and belong. I want to help ensure those decisions are made with intention, equity, and creativity—so our neighborhoods remain places of opportunity, beauty, and pride for everyone.

Please list and briefly describe any other community activities or organizations in which you participate.**1. Board Member – Non-Profit Housing Association of Northern California (NPH)**

As a board member of NPH, I help advance the mission of housing justice and affordability by supporting policies and initiatives that ensure everyone has access to a safe, stable home.

2. Bay Area Lead – Bayard Rustin Society (National Center for Civil and Human Rights)

I serve as the Bay Area Lead for the Bayard Rustin Society, working to build community, visibility, and support for LGBTQ+ individuals, particularly youth, through civic engagement and cultural programming.

3. Numismatics Noir™ – Founder & Cultural Educator

I lead this initiative to reclaim representation in currency and educate communities—especially young people—on Black history, wealth-building, and cultural legacy through coins and storytelling.

4. 3011Whitney – Founder & Principal Developer

Through my development firm, I focus on strengthening neighborhoods with a mission rooted in pride in residence, equitable growth, and community empowerment.

5. Local Artist & Exhibitor

My original artwork is on display at a local wine shop and bar, reflecting my belief in using art to build community, celebrate identity, and promote creative expression in everyday spaces.

6. Youth Mentorship & Community Engagement

I mentor emerging leaders and creatives, providing guidance on entrepreneurship, self-expression, and civic responsibility to help young people navigate their own paths.

7. Advocate for Economic Inclusion

I actively participate in small business events, pop-ups, and local collaborations to uplift underrepresented entrepreneurs and ensure diverse voices and visions are reflected in our local economy.

8. Guest Presenter – FUTURE BUILD Workforce Development Program

As a guest presenter for FUTURE BUILD, I share insights on affordable housing, career pathways, and community impact with

program participants. In partnership with MidPen Housing, I also advocate for and help extend employment opportunities to FUTURE BUILD graduates—supporting their transition into meaningful roles within the housing and development sector.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

7/27/2025

Overview

The Planning Commission conducts public meetings related to specified aspects of the physical development of the City. In particular, it holds hearings on the review of subdivisions and use permits, including conditions for approval. It also reviews architectural, landscaping and site plans for development projects, and makes recommendations to the City Council on rezoning applications, and amendments to the City's General Plan, Zoning and Sign Ordinances.

Meetings

Meetings are generally on the 2nd and 4th Tuesday of each month, at 7:00 pm in the Council Chambers (3rd Floor) at Pittsburgh City Hall, 65 Civic Avenue.

Applications are due 8/31/25 at 5 pm

Interviews tentatively scheduled for the evening of 9/15/25

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Maileen Mamaradlo

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

Program Coordinator at Peers from 2022 thru 2024
Disability Insurance program representative from 2024 thru present

Why are you interested in serving on this commission?

Support the development of the city and bring representation to west pittsburg area. Inspire more young people to get involved in their local communities with the current issues in federal government. Bring young voices to the city of pittsburg.

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

Racial Justice Oversight Body- Contra Costa County
Board member- NAPAFASA

Previous

Board member- Filipino Alumni Network SJSU

Are you avilable for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

7/31/2025

Overview

The Planning Commission conducts public meetings related to specified aspects of the physical development of the City. In particular, it holds hearings on the review of subdivisions and use permits, including conditions for approval. It also reviews architectural, landscaping and site plans for development projects, and makes recommendations to the City Council on rezoning applications, and amendments to the City’s General Plan, Zoning and Sign Ordinances.

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Applications are due 8/31/25 at 5 pm

Interviews tentatively scheduled for the evening of 9/15/25

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

courtney perry

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

Why are you interested in serving on this commission?

I love helping the community

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

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

No

Applicant Signature

Date

7/28/2025

Entry #: 15 - Planning Commission (Age 18+)

Status: Submitted

Submitted: 7/29/2025 10:38 AM

Overview

The Planning Commission conducts public meetings related to specified aspects of the physical development of the City. In particular, it holds hearings on the review of subdivisions and use permits, including conditions for approval. It also reviews architectural, landscaping and site plans for development projects, and makes recommendations to the City Council on rezoning applications, and amendments to the City's General Plan, Zoning and Sign Ordinances.

Meetings

Meetings are generally on the 2nd and 4th Tuesday of each month, at 7:00 pm in the Council Chambers (3rd Floor) at Pittsburg City Hall, 65 Civic Avenue.

Applications are due 8/31/25 at 5 pm

Interviews tentatively scheduled for the evening of 9/15/25

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Brian Sanchez

Address

[REDACTED]

Email

[REDACTED]

Phone (Primary)

[REDACTED]

Phone (Alternate)

Emergency Contact

[REDACTED]

Phone

[REDACTED]

Provide any professional or technical experience:

I've been in real estate here in Contra Costa County for over 10 years with 6 of those years in Commercial Real Estate. I also hold a BS and a license in CA as a (RDCS) diagnostic cardiac sonographer as well as permitted educator working for Pittsburg Unified School District. Ive grown up and lived in Pittsburg my whole life.

Why are you interested in serving on this commission?

Im interested in being apart of the décision making process for the longterm development of my hometown here in Pittsburg.

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

I belong to The Bay Church as well as attend the mens small group, Ive been attending this church for close to two decades.

Are you avilable for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

7/29/2025

Entry #: 18 - Planning Commission (Age 18+)

Status: Submitted

Submitted: 8/8/2025 11:46 AM

Overview

The Planning Commission conducts public meetings related to specified aspects of the physical development of the City. In particular, it holds hearings on the review of subdivisions and use permits, including conditions for approval. It also reviews architectural, landscaping and site plans for development projects, and makes recommendations to the City Council on rezoning applications, and amendments to the City's General Plan, Zoning and Sign Ordinances.

Meetings

Meetings are generally on the 2nd and 4th Tuesday of each month, at 7:00 pm in the Council Chambers (3rd Floor) at Pittsburg City Hall, 65 Civic Avenue.

Applications are due 8/31/25 at 5 pm

Interviews tentatively scheduled for the evening of 9/15/25

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Sonja Shephard

Address

[REDACTED]

Email

[REDACTED]

Phone (Primary)

[REDACTED]

Phone (Alternate)

Emergency Contact

[REDACTED]

Phone

[REDACTED]

Provide any professional or technical experience:

Work experience as a Claim Analyst at RAAMCO insurance company that only insured Architects and Engineers. Handled reports of new claims from Architects and Engineers and participated in investigation of claims.

Work experience as a Litigation Paralegal experienced in the following areas: Real Estate, Construction Defect, Asbestos, and Prop 65/Environmental Law at large law firms such as Bingham, McCutchen and Morrison, Foerster. I did my Paralegal internship at the City of Oakland in the City Attorney's Office.

Relevant law classes that I took at Oakland College of Law include: Real Estate Law, Contracts and Real Property Law.

Why are you interested in serving on this commission?

I have been a resident of Pittsburg for 30 years and I would like to use my Legal and Claim Analyst background to serve the community I live in. I have attended many Planning workshops and enjoy getting involved in the early Planning stages of watching Pittsburg grow and thrive.

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

Stoneman Village Board (Former President) (HUD Subsidized Housing) 2015-2024;
City of Pittsburg Community Advisory Commission, 2023-present.
Youth Advisory Commission (Adult), 2021-2023;
Pittsburg Fifty Plus Club, Vice President, 2021-Present;
East Contra Costa County NAACP, 2022-Present;
BART Police Civilian Review Board (former Vice President), 2023-present;
PUSD Student Attendance Review Board, January 2025-Present;
County Racial Justice Oversight Board (Alternate), March 2025-Present
350 Contra Costa Action (Environmental group) March 2025-Present and
Pittsburg Women's League, Chair of Community Engagement, March 2025-Present

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature



Date

8/8/2025

RESUME OF SONJA SHEPHARD

Introduction: As a Pittsburg resident for 30 years, I have served the Contra Costa community on several Boards and Commissions. My education is in the legal field. I am also a Solar Ambassador for Grid Alternatives.

Education:

AA Liberal Arts – Laney College

SFSU Paralegal Studies – I am a retired Senior Litigation Paralegal.

Sam Brown Private Investigation School

Oakland College of Law

Boards & Commissions:

Stoneman Village Board – Former President

September 2015 – September 2024

Stoneman Village's mission is to provide safe and affordable housing for low-income seniors and disabled citizens. During my 9 years on this Board, for four years I served as Chair of the Project Services and Food Services committees, then Vice President and then I served as the first minority woman Board President. On the Stoneman Board we dealt with budgets, tax credits, maintenance, and repair issues. We also dealt with reviewing staff salary ranges, running an on-site dining facility and resident safety and security concerns.

City of Pittsburg Advisory Commissions-Commissioner

2021- Present

I currently serve on the Pittsburg Community Advisory Commission (2023- present) as a Commissioner. Prior to that, I served two years on the City of Pittsburg Youth Advisory Commission as an adult mentor. The Community Advisory Commission serves as a liaison to the Pittsburg City Council. We connect with constituents and transform their concerns into actionable policy proposals.

Pittsburg Fifty Plus Club – Vice President

2021- Present

We provide seniors citizens with programs and activities that promote positive social interactions, mental health wellness and physical endurance. I have served on the Grant Writing committee and currently serve on the Executive/Finance committee that makes budget and program service decisions.

East Contra Costa County NAACP – 2024 Nominations Chair/2025 Recognition Committee member

2022 – Present

Our group meets with local leaders to better the community. We support direct-action campaigns to bring attention to local issues. The NAACP supports access to quality education, healthcare, and economic opportunities for everyone. We advocate for laws and policies to improve the community.

Bart Police Citizen Review Board (BPCRB) – Vice President

2023 – Present

Members of the BPCRB work to increase the public's confidence in BART's policing services by reviewing, recommending, and monitoring the implementation of changes to police policies, procedures, and practices. We receive citizen complaints of on-duty police misconduct.

Board & Commissions Leadership Institute (BCLI)

2024 Alumni graduate

BCLI provides public policy training for area community advocates and then connects these emerging leaders to commissions to advance community-led solutions. My BCLI training has taught me that some issues can be solved with resources and other issues must be solved with policy changes.

Pittsburg Unified School District, Student Attendance Review Board (SARB)

January 2025 to Present

I recently joined the Pittsburg Unified School District's, Student Attendance Review Board (SARB). SARB meets with parents and youth to implement a plan to get truant students back in school and on target to graduate. Then plan can include referrals to counseling, tutoring and even housing assistance referrals.

Racial Justice Oversight Board

February 2025 to Present

The Racial Justice Oversight Board (RJOB) is a multi-agency advisory established by the County Board of Supervisors to oversee the implementation of the recommendations made by the Racial Justice Task Force to reduce racial disparities in the criminal and juvenile justice system.

350 Contra Costa Action

March 2025

The 350 Contra Costa Action, is a grassroots climate movement that advocates for socially equitable solutions to reduce greenhouse gas emissions, focusing on local action, and promoting a transition to renewable energy and ending fossil fuel dependence in Contra Costa County. They prioritize the needs of communities most impacted by industrial pollution and climate change. They educate city and county decision-makers about best practices and advocate for new policies. They also cultivate relationships with state lawmakers to influence their votes on climate legislation.

RESUME OF S. SHEPHARD

AREAS OF PRACTICE

- Asbestos, Real Estate, General Litigation, Personal Injury, Wrongful Death, Products Liability, Insurance Defense, Construction Defect, Medical Malpractice, Subrogation cases, Insurance Liability and Coverage, Prop 65/Environmental Law, Anti-Trust, Securities, Intellectual Property and Foreign Patents.

WORK EXPERIENCE

Special Counsel/Robert Half

2007

Contract Paralegal

- Temporary assignments through agency.
- Trial preparation, summarized depositions, prepared responses to interrogatories.
- Maintained privilege logs, document review and coding, on-line redactions.
- Document preparation and organization for trials and depositions.
- Extensive data entry projects, and database management and maintenance in Concordance, Summation and Relativity.
- Created binders for trial and discovery process, indexed pleadings, and assisted with gathering and organizing documents for Motions.
- Legal research, cite checking, case summaries, large document productions.
- Researched Arbitrator's past decisions using FINRA website in preparation for selection of an Arbitrator for various Securities cases.
- Extensive legal research using Lexis Nexis, Westlaw, and Internet sources.
- Various other general litigation duties as assigned.

Bingham, McCutchen

January 2005 – June 2007

Contract Paralegal

- Trial preparation, large document reviews, on-line redactions, deposition preparation.
- Reviewed case files for liability and reviewed corresponding insurance policies for coverage dates.
- Document productions, bates stamping, maintained privilege logs, maintained deposition/trial exhibit binders, indexed pleadings.
- Reviewed Construction defect photos and selected potential exhibits.
- Checked citations in pleadings, assisted with court filings including gathering and organizing exhibits.
- Maintained various databases, in Concordance and Summation; E-Discovery.
- Performed Legal Research using Lexis Nexis and West Law.
- Researched and gathered documents at Fire Department, Building and Codes Department and California Public Utilities Commission.
- Provided vacation coverage for my supervisor.
- Lead Paralegal on two Prop 65 cases.

RAAMCO Insurance
Claim Analyst/Paralegal

January 2003 – November 2003

- Handled reports of new claims from Architects and Engineers.
- Participated in investigation of claims.
- Statistical studies, reconciled financial information in claim file.
- Reviewed vendor invoices and reviewed attorney invoices for accuracy and adherence to established billing guidelines set by the American Bar Association.
- This position reported directly to department Director in a high volume, time sensitive atmosphere.

Barger & Wolen
Contract Paralegal

April 2002 – November 2002

- Assisted in preparation of pleadings, responsible for Electronic Filings.
- Reviewed data and collected information for fee analysis reports as part of the process to investigate alleged violations of the established billing guidelines set by the American Bar Association.
- Reviewed document productions to create witness files.
- Document productions and bate stamping, organization of deposition and trial documents, created trial binders.
- Created spreadsheets and graph charts of key points and information regarding a case.
- Extensive legal research on-line (Pacer and Lexis Nexis) and at city/government records departments.
- Attended strategy meetings with attorneys.

INTERNSHIP

City of Oakland, City Attorney's Office

1999

- Worked on various cases including a police department case where I had the opportunity to interview the police officer by telephone, set up his deposition, and research and gather documents on-site at the police department.

EDUCATION

- Certified Paralegal- San Francisco State University
- IRS Certified Tax Preparer
- AA in Liberal Arts – Laney College
- Certificate in Human Services – Chabot College
- Two Years Law School – Oakland College of Law
- Sam Brown Private Investigator School

SOFTWARE

- Lexis Nexis, West Law, Microsoft Word, Word Perfect, Legal Solutions, Pro-Law, Excel, Access, Accu Trac, Live Note, Concordance, Doc Hunter, Carpe Diem, Compu-Law, Relativity and Summation

Overview

The Planning Commission conducts public meetings related to specified aspects of the physical development of the City. In particular, it holds hearings on the review of subdivisions and use permits, including conditions for approval. It also reviews architectural, landscaping and site plans for development projects, and makes recommendations to the City Council on rezoning applications, and amendments to the City’s General Plan, Zoning and Sign Ordinances.

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Applications are due 8/31/25 at 5 pm

Interviews tentatively scheduled for the evening of 9/15/25

Select the commission you are applying for from the list below

Planning Commission (Age 18+)

Name

Bruce Smargiasso

Address

Email

Phone (Primary)

Phone (Alternate)

Emergency Contact

Phone

Provide any professional or technical experience:

25 plus year experience in property management & maintenance. In addition, 20 plus years experience in administering & developing affordable housing.

Why are you interested in serving on this commission?

I would like to volunteer & support the City of Pittsburg's mission to develop smart and efficient properties. Hopefully these efforts will enhance the quality of life for everyone who makes Pittsburg their home.

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

Member of Bay Church (Formerly Calvary Temple) for over 20 years. Retired Housing Manager from the City of Pittsburg continues to provide technical advice in the operational needs of the Housing Authority.

Are you available for evening meetings?

Yes

Are you available for daytime meetings?

Yes

Applicant Signature

Date

8/26/2025



**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 Amend the Software Service Agreement with Tyler Technologies, Inc. to Include the Tyler Enterprise Permitting Solution

MEETING DATE: November 3, 2025

EXECUTIVE SUMMARY

The proposed item would authorize an amendment to the existing software service agreement with Tyler Technologies, Inc. to include the Tyler Enterprise Permitting Solution. This addition will consolidate the City's permitting, licensing, code enforcement, and service request systems into a single, integrated platform that seamlessly connects with the new Enterprise Resource Planning (ERP) system, while also providing residents with a centralized digital portal for accessing these services.

FISCAL IMPACT

The cost of the Tyler Enterprise Permitting Solution is \$532,543, which includes one-time implementation and data conversion costs, annual license fees, and contingency. The breakdown is as follows:

Item	Amount
Software Implementation & Conversion	\$343,625
Annual Software Subscription (starting FY 26–27)	\$138,918
Contingency	\$ 50,000
Total:	\$532,543

The annual license cost is waived for the first six months (January–June 2026), resulting in a \$70,000 savings. After the initial expense of the conversion from its current system to Tyler Enterprise Permitting Solution, the City anticipates an annual savings of approximately \$92,200.

Funding will be provided through the IT Fund Balance, cost allocations from departments and divisions using the system, and future adjustments to technology fees through a master fee study. Staff will ensure the IT Fund Balance reserves do not fall below the required 30% threshold.

RECOMMENDATION

Adopt the Resolution and authorize the City Manager to execute the amendment to the software service agreement with Tyler Technologies, Inc. to include the Tyler Enterprise Permitting Solution.

BACKGROUND

On August 19, 2024, the City Council adopted Resolution 24-14522, authorizing the City Manager to negotiate and execute software services agreements with Tyler Technologies, Inc. for a new citywide ERP system and NEOGOV for supplemental Human Resources cloud-based services.

SUBCOMMITTEE FINDINGS

This item was presented to the Finance Management Subcommittee on May 16, 2025.

STAFF ANALYSIS

The City currently relies on multiple standalone systems for permitting, licensing, code enforcement, service requests, and permit guidance. These disconnected platforms result in fragmented workflows, duplicate data entry, and limited integration with the City's financial systems. This creates inefficiencies, increases staff workload due to manual coordination, and impacts on the overall customer experience due to the lack of real-time visibility.

To address these challenges, staff evaluated the Tyler Enterprise Permitting Solution as an extension of the City's ERP implementation. The evaluation process included cross-departmental collaboration, product demonstrations, and a cost-benefit analysis. This solution offered a fully integrated platform that connects directly with the City's ERP financial and cashiering systems.

The system features a modern, mobile-friendly interface that enables residents and businesses to submit applications, track progress, make payments, and receive updates through a centralized digital portal. By consolidating permitting, licensing, code enforcement, and service requests into a single platform, the City will streamline

operations, improve service delivery, realize internal process and cost efficiencies, and enhance the resident experience.

ATTACHMENTS: Resolution
 Amendment to Agreement with Tyler Technologies, Inc.

Report Prepared By: Sunil Gopala, Deputy Director IT Operations

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing the City Manager to Execute)
Amendment to Software Services Agreement)
With Tyler Technologies, Inc. to Include the)
Tyler Enterprise Permitting Solution)

RESOLUTION NO.25-

WHEREAS, on August 19, 2024, the City Council adopted Resolution No. 24 14522, authorizing the City Manager to negotiate and execute software services agreements with Tyler Technologies, Inc. for a new Citywide Enterprise Resource Planning (ERP) system and with NEOGOV for supplemental Human Resources cloud-based services; and

WHEREAS, the City currently relies on multiple standalone systems for permitting, licensing, code enforcement, service requests, and permit guidance, which operate in isolation and result in fragmented workflows, duplicate data entry, and limited integration with the City's financial systems; and

WHEREAS, staff has evaluated the Tyler Enterprise Permitting Solution as an extension of the City's ERP implementation and determined that it offers a fully integrated, modern, mobile-friendly platform that consolidates permitting, licensing, code enforcement, and service requests into a single system, improving internal efficiency and enhancing the resident experience through a centralized digital portal; and

WHEREAS, the total cost of the Tyler Enterprise Permitting Solution is \$532,543, which includes one-time implementation and data conversion costs, annual software subscription fees, and a contingency amount; and

WHEREAS, funding for the Tyler Enterprise Permitting Solution will be provided through the IT Fund Balance, cost allocations from departments and divisions using the system, and future adjustments to technology fees through a master fee study, while ensuring the IT Fund Balance reserves maintain its required 30% threshold.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the amendment to the software services agreement with Tyler Technologies, Inc. to include the Tyler Enterprise Permitting Solution in the amount of \$532,543 using IT's Fund Balance.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 3rd day of November 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Pittsburg, California, with offices at 65 Civic Ave., Pittsburg, California 94565-3814 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated August 27, 2024 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. SaaS Fees: The annual SaaS fees payable under the Agreement shall be increased in the amount of \$138,918, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on July 1, 2026, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Tyler shall invoice Client at a zero percent (0%) increase over the previous year SaaS Fees for four (4) annual renewal periods. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Services Fees: Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment provided prior to July 1, 2026, along with applicable expenses incurred prior to July 1, 2026, shall be invoiced on July 1, 2026. Thereafter, services fees and expenses shall be invoiced as provided and/or incurred.
 - c. Conversion Fees: Conversion services provided prior to July 1, 2026, shall be invoiced on July 1, 2026. Thereafter, conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option.
 - d. Transaction Fees: Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis, commencing July 1, 2026. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days. Tyler Payments is subject to the Terms and

Conditions found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>

- e. Hardware Fees: Fees for hardware shall be invoiced on July 1, 2026.
 - f. Hardware Maintenance Fees: Fees for year one of hardware maintenance shall be invoiced on July 1, 2026, prorated for the time period commencing on such date and ending concurrently with the Client’s annual Support and Maintenance term under the Agreement. Subsequent annual hardware support and maintenance fees shall be invoiced in accordance with the terms of the Agreement
- 2. The services set forth in Exhibit 1 will be provided in accordance with the Statement of Work attached hereto as Exhibit 2.
 - 3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
 - 4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Pittsburg, California

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:	Jason Cloutier
Quote Expiration:	04/05/26
Quote Name:	City of Pittsburg-ERP-EPL
Quote Description:	EPL Final 10.8.2025
Saas Term	1.00

Sales Quotation For:

PITTSBURG, CA CITY OF
FINANCE DEPARTMENT - ACCOUNTS PAYABLE
PITTSBURG CA 94565-3814

Shipping Address:

City of Pittsburg
65 Civic Ave
Pittsburg CA 94565-3814

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Civic Services			
Business Management Suite	1	224	\$ 11,000.00
Community Development Suite	1	560	\$ 11,000.00
Decision Engine	1	8	\$ 8,700.00
Enterprise Permitting & Licensing Foundation	1	144	\$ 19,000.00
Enterprise Permitting & Licensing User	36	24	\$ 82,800.00
Enterprise Service Requests	1	80	\$ 17,224.00
eReviews	1	96	\$ 15,000.00
My Civic	1	80	\$ 20,000.00
SSRS Reporting Access - Per User	1	0	\$ 1,500.00
Sub-Total:			\$ 186,224.00
<i>Less Discount:</i>			<i>\$ 47,306.00</i>
TOTAL			\$ 138,918.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
2025-570947-D5R2F1					

Conversions – See Detailed Breakdown Below

Project Management	212	\$ 225.00	\$ 0.00	\$ 47,700.00	\$ 0.00
Remote Implementation	1216	\$ 225.00	\$ 0.00	\$ 273,600.00	\$ 0.00
TOTAL				\$ 343,625.00	\$ 0.00

Exhibit 1
\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 138,918.00
Total Tyler Services	\$ 343,625.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 343,625.00	\$ 138,918.00

Client's purchase of the items listed above is subject to the Comments below

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Conversions				
Business Management	1	\$ 14,100.00	\$ 7,050.00	\$ 7,050.00
Community Development	1	\$ 30,550.00	\$ 15,275.00	\$ 15,275.00
TOTAL				\$ 22,325.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Civic Services			
Business Management Suite	\$ 11,000.00	\$ 2,750.00	\$ 8,250.00
Community Development Suite	\$ 11,000.00	\$ 2,750.00	\$ 8,250.00
Decision Engine	\$ 8,700.00	\$ 2,175.00	\$ 6,525.00
Enterprise Permitting & Licensing Foundation	\$ 19,000.00	\$ 4,750.00	\$ 14,250.00
Enterprise Permitting & Licensing User	\$ 82,800.00	\$ 20,700.00	\$ 62,100.00
Enterprise Service Requests	\$ 17,224.00	\$ 4,306.00	\$ 12,918.00
eReviews	\$ 15,000.00	\$ 4,500.00	\$ 10,500.00
My Civic	\$ 20,000.00	\$ 5,000.00	\$ 15,000.00
SSRS Reporting Access - Per User	\$ 1,500.00	\$ 375.00	\$ 1,125.00
TOTAL	\$ 186,224.00	\$ 47,306.00	\$ 138,918.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
 - Expenses associated with onsite services are invoiced as incurred.
- Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 3 unique business transactions, 3 template business transactions, 2 geo-rules and 2 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 9 unique business transactions, 9 template business transactions, 4 geo-rules and 4 automation events. Configuration elements beyond this will be owned by the client.

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing User includes back-office and EP&L Mobile access

eReviews enables the electronic review and markup process of submitted plans and other documentation within the regulatory process. eReviews also requires third party software either from Avolve's DigEplan (which is sold by Tyler) or Bluebeam (sold separately through Bluebeam resellers) to be purchased.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Template Conversion: The Client will populate Tyler's Data Conversion Template database (DCT-DB) with all legacy data to be converted into EPL, ESR and provide all the linked attachments. The Client is responsible for the accuracy and quality of the legacy data; Tyler will convert the data as provided and will not create, modify, or endorse the Client's data. Tyler will use the completed DCT-DB to generate a mapping document that allows the Client to map legacy data fields to EPL fields. The Client is responsible for all data mapping decisions and document completion. The Client's DCT-DB and mapping document will translate the legacy data into the EPL software, constituting a "conversion pass."

The scope of this implementation includes a total of four (4) conversion passes: two (2) evaluation passes, one (1) simulated go-live pass, and one (1) final go-live pass. Conversion passes requested from an incomplete DCT-DB ("partial passes") are not included in the scope and will be subject to the Change Control process. Acceptance of a DCT-DB Conversion indicates that the Client has access to a SQL server and has experience manipulating SQL data. Tyler will not provide SQL scripts or training.



Quoted By:
Quote Expiration:
Quote Name:

Chuck Newberry
09/29/25
City of Pittsburg- EPL Tyler
Payments

Saas Term

1.00

Sales Quotation For:

Shipping Address:

City of Pittsburg
65 Civic Ave
Pittsburg CA 94565-3814

Payments

	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus									
Enterprise Permitting & Licensing Payments									
Business Management (Business License)				0.50%	\$ 0.50		X	X	
Business Management (Code Enforcement)				0.50%	\$ 0.50		X	X	
Business Management (Professional License)				0.50%	\$ 0.50		X	X	
Business Management (Tax Remittance)				0.50%	\$ 0.50		X	X	
Community Development (Code Enforcement)				0.50%	\$ 0.50		X	X	
Community Development (Permitting)				0.50%	\$ 0.50		X	X	
Community Development (Planning)				0.50%	\$ 0.50		X	X	
Community Development (Projects)				0.50%	\$ 0.50		X	X	
Payments - Other Fees									

Enterprise Permitting & Licensing

Client eCheck Cost	\$ 1.95
Credit Card Chargebacks	\$ 15.00
eCheck Rejects	\$ 5.00

Client Card Cost - Interchange Plus Per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.

Client eCheck Cost Per electronic check transaction.

eCheck Rejects When an eCheck Transaction comes back as declined (e.g bounced check)

Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Payments Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit	Total
						Discount	
Payments Lane 7000 Terminal Purchase	1	\$ 529.00	\$ 0.00	\$ 529.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 180.00
TOTAL				\$ 529.00			\$ 180.00

Summary**One Time Fees****Recurring Fees**

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00

Total Third-Party Hardware, Software, Services	\$ 529.00	\$ 180.00
Summary Total	\$ 529.00	\$ 180.00
Contract Total	\$ 709.00	

Client’s purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

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The Implementation Hours included in this quote assume a work split effort of 0% Client and 0% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.



Exhibit 2
Statement of Work

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City of Pittsburg, CA

SOW from Tyler Technologies, Inc.

7/16/2025

Presented to:
City of Pittsburg
65 Civic Ave
Pittsburg, CA 94565

Contact:
Greg Bowen
Email: Greg.Bowen@TylerTech.com
2530 Sever Road NW, Lawrenceville, GA 30043

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City of Pittsburg (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the City of Pittsburg and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City of Pittsburg’s complexity and organizational needs.



Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City of Pittsburg and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City of Pittsburg and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City of Pittsburg's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

Part 2: Project Foundation

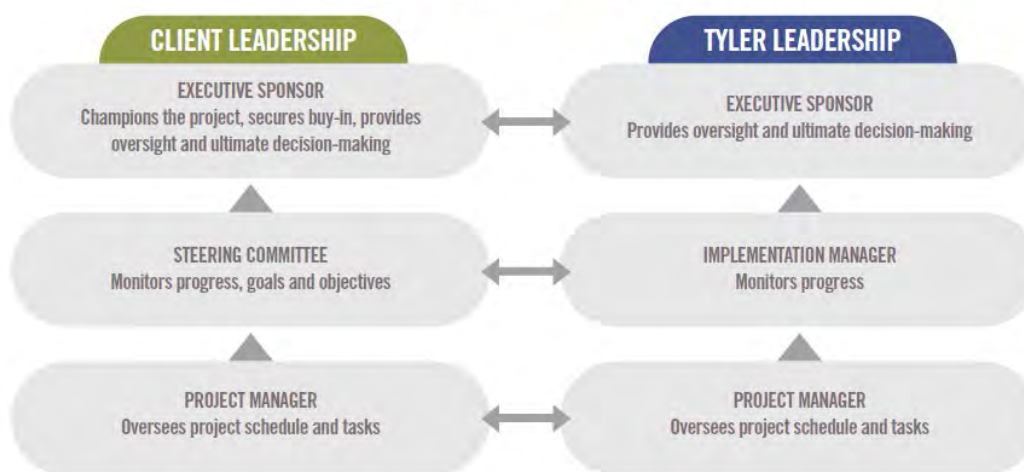
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City of Pittsburg collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Pittsburg Steering Committee become the escalation points to triage responses prior to escalation to the City of Pittsburg and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City of Pittsburg and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

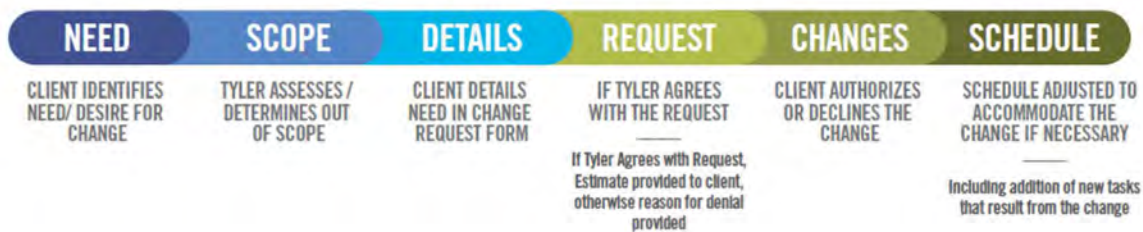
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City of Pittsburg; for example, the City of Pittsburg may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City of Pittsburg, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City of Pittsburg will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City of Pittsburg). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City of Pittsburg office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City of Pittsburg will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City of Pittsburg feedback and approval on Project deliverables will be critical to the success of the Project. The City of Pittsburg project manager will strive to gain deliverable and decision approvals from all authorized City of Pittsburg representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City of Pittsburg department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City of Pittsburg shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City of Pittsburg does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Pittsburg does not agree the Deliverable or Control Point meets requirements, the City of Pittsburg shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Pittsburg shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Pittsburg does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City of Pittsburg and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City of Pittsburg, but are roles defined within the Project. It is common for individual resources on both the Tyler and City of Pittsburg project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of Pittsburgh's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City of Pittsburgh's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City of Pittsburgh management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City of Pittsburgh, the Tyler Project Manager provides regular updates to the City of Pittsburgh Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City of Pittsburgh project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the City of Pittsburg project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City of Pittsburg and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City of Pittsburg any items that may impact the outcomes of the Project.
- Collaborates with the City of Pittsburg 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City of Pittsburg 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City of Pittsburg and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City of Pittsburg through software validation process following configuration.
- Assists during Go-Live process and provides support until the City of Pittsburg transitions to Client Services.
- Facilitates training sessions and discussions with the City of Pittsburg and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City of Pittsburg.
- Loads City of Pittsburg provided GIS data into the system.

5.2 City of Pittsburg Roles & Responsibilities

City of Pittsburg resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City of Pittsburg Executive Sponsor

The City of Pittsburg executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City of Pittsburg steering committee, project manager(s), and functional leads to make critical business decisions for the City of Pittsburg.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City of Pittsburg Steering Committee

The City of Pittsburg steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of Pittsburg project manager and Project through participation in regular internal meetings. The City of Pittsburg steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of Pittsburg steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City of Pittsburg Policies
 - Needs of other client projects



5.2.3 City of Pittsburg Project Manager

The City of Pittsburg shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City of Pittsburg Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of Pittsburg project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City of Pittsburg project manager(s) are responsible for reporting to the City of Pittsburg steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City of Pittsburg project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City of Pittsburg and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City of Pittsburg staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City of Pittsburg resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.



- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City of Pittsburgh technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City of Pittsburgh Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City of Pittsburgh project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City of Pittsburgh resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City of Pittsburgh Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City of Pittsburgh business processes and requirements.



- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City of Pittsburg staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City of Pittsburg End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City of Pittsburg Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City of Pittsburg third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City of Pittsburg's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City of Pittsburg GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City of Pittsburg GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City of Pittsburg Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of Pittsburg's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.



- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City of Pittsburg and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City of Pittsburg Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City of Pittsburgh.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City of Pittsburgh with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City of Pittsburgh gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City of Pittsburgh's team. During this step, Tyler will work with the City of Pittsburgh to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City of Pittsburgh project team.

STAGE 1	Initial Coordination																
	Tyler								City of Pittsburgh								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City of Pittsburgh project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City of Pittsburgh		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City of Pittsburg provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City of Pittsburg has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The City of Pittsburg is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the City of Pittsburg's infrastructure meets Tyler's application requirements.
- Ensure the City of Pittsburg's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	City of Pittsburg



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City of Pittsburg Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City of Pittsburg team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				



Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I
--	---	---	---	---	---	--	--	--	---	---	---	---	---	---	---	---

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Planning

GIS data is a core part of many Tyler applications. Other City of Pittsburg offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City of Pittsburg GIS data sources and formats.
- Tyler to understand the City of Pittsburg's GIS needs and practices.
- Ensure the City of Pittsburg's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler							City of Pittsburg									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.

Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City of Pittsburg is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City of Pittsburg
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City of Pittsburg business processes. This information will be used to identify and define business processes utilized with Tyler software. The City of Pittsburg collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City of Pittsburg team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City of Pittsburg team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.



Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City of Pittsburg for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City of Pittsburg and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City of Pittsburg will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City of Pittsburg's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.



STAGE 2	Current & Future State Analysis																
	Tyler							City of Pittsburgh									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City of Pittsburgh current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City of Pittsburgh attendees possess sufficient knowledge and authority to make future state decisions.
- The City of Pittsburgh is responsible for any documentation of current state business processes.
- The City of Pittsburgh can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:



- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City of Pittsburgh								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City of Pittsburgh Source data
	City of Pittsburgh Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City of Pittsburgh Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City of Pittsburgh representatives to identify business rules before writing the conversion.
- City of Pittsburgh subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:



- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City of Pittsburg against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City of Pittsburg can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on City of			I				C				A						R



Pittsburg Devices (if applicable)																	
Tyler System Administration Training (if applicable)			A					R				I					C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City of Pittsburg Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City of Pittsburg will provide network access for Tyler modules, printers, and Internet access to all applicable City of Pittsburg and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City of Pittsburg to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City of Pittsburg collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City of Pittsburg Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			



Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City of Pittsburgh configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R				C			I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City of Pittsburgh is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City of Pittsburgh users on how to execute processes in the system to prepare them for the validation of the software. The City of Pittsburgh collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City of Pittsburgh understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City of Pittsburgh								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads



Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City of Pittsburg Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C				C			A	R		C			C
Update City of Pittsburg-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City of Pittsburg-specific process documentation (completed by City of Pittsburg)	

Work package assumptions:

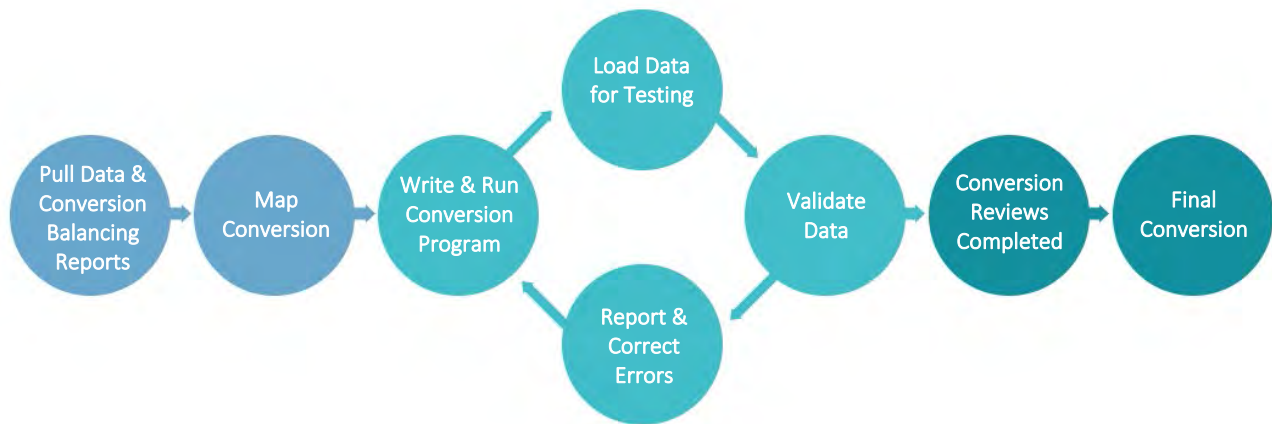
- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City of Pittsburg's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City of Pittsburg will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City of Pittsburg to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C



Inputs		
	Data Conversion Plan	
	Configuration	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City of Pittsburg will provide a single file layout per source system as identified in the investment summary.
- The City of Pittsburg subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City of Pittsburg project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City of Pittsburg team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City of Pittsburg to review the status of the project and the organizations readiness for go-live.



6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City of Pittsburg verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City of Pittsburg organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City of Pittsburg updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.



6.4.2 Go-Live Readiness

Tyler and the City of Pittsburg will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City of Pittsburg has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City of Pittsburg will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City of Pittsburg

Work package assumptions:



- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City of Pittsburg users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City of Pittsburg specific business process documentation. City of Pittsburg-led training labs using City of Pittsburg specific business process documentation if created by the City of Pittsburg can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City of Pittsburg is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City of Pittsburg-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan														
	List of End Users and their Roles / Job Duties														
	Configured Tyler System														

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables														
	End User Training City of Pittsburg signoff that training was delivered														

Work package assumptions:



- The City of Pittsburgh project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City of Pittsburgh as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City of Pittsburgh departments.
- The City of Pittsburgh will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City of Pittsburgh will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City of Pittsburgh to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City of Pittsburgh and Tyler will complete work assigned to prepare for Go-Live.

The City of Pittsburgh provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City of Pittsburgh manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City of Pittsburgh during Go-Live activities. The City of Pittsburgh transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.



- City of Pittsburg data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City of Pittsburg confirms data is available in production environment

Work package assumptions:

- The City of Pittsburg will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City of Pittsburg business processes required for Go-Live are fully documented and tested.
- The City of Pittsburg Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of Pittsburg Project Team and Power User's provide business process context to the end users during Go-Live.



6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City of Pittsburg onto the Tyler Client Services team, who provides the City of Pittsburg with assistance following Go-Live, officially transitioning the City of Pittsburg to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City of Pittsburg teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City of Pittsburg to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:



- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of Pittsburg transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City of Pittsburg for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City of Pittsburg teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City of Pittsburg
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City of Pittsburg may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City of Pittsburg teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City of Pittsburg								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City of Pittsburg and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables



	Post Project Report	City of Pittsburg acceptance; Completed report indicating all project Deliverables and milestones have been completed
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Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City of Pittsburg will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City of Pittsburg Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City of Pittsburg project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City of Pittsburg is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City of Pittsburg to make process changes.



- The City of Pittsburg is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City of Pittsburg is responsible for managing Organizational Change. Impacted City of Pittsburg resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City of Pittsburg resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City of Pittsburg resources will participate in scheduled activities as assigned in the Project Schedule.
- The City of Pittsburg team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City of Pittsburg will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City of Pittsburg will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City of Pittsburg makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City of Pittsburg will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City of Pittsburg will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City of Pittsburg is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City of Pittsburg representatives to identify business rules before writing the conversion. The City of Pittsburg must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The City of Pittsburgh will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City of Pittsburgh Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City of Pittsburgh is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City of Pittsburgh will provide dedicated space for Tyler staff to work with City of Pittsburgh resources for both on-site and remote sessions. If Phases overlap, City of Pittsburgh will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City of Pittsburgh will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise Permitting & Licensing Conversion Summary

9.1.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated permit, plan, etc.
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.1.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
- Unique (keyed) contacts converted to global contacts



- Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees
- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated license, code case, etc.
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
- Fees
- Payments
- Notes



10. Additional Appendices

10.1 Enterprise Permitting & Licensing Definitions

10.1.1 “Template Business Transactions”

- A pre-defined and pre-configured Enterprise Permitting & Licensing business process from Enterprise Permitting & Licensing’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the Enterprise Permitting & Licensing application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the “Zones” tab of the record (i.e., plan, permit, code case, etc.).



10.1.4 “Automation Events”

10.1.4.1 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the Enterprise Permitting & Licensing system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 “Enterprise Permitting & Licensing SDK/API (Toolkits)”

- APIs developed by Tyler Technologies for extending the Enterprise Permitting & Licensing Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The Enterprise Permitting & Licensing toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The City of Pittsburg is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.



11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

The anticipated project kick-off timeline is within six months after contract signing.



**CITY OF PITTSBURG
SPECIAL CITY COUNCIL MEETING MINUTES**

DATE: October 20, 2025

LOCATION: Conference Room at Courtyard by Marriott, 1001 Center Drive,
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, Interim City Manager/Interim Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

ROLL CALL

Member Lopez was absent and excused.

PLEDGE OF ALLEGIANCE

Mayor Killings led the Pledge of Allegiance.

CLOSED SESSION

Mayor Killings called the special meeting of the City Council to order at 8:35 A.M. in the Conference Room at Courtyard by Marriott, 1001 Center Drive, Pittsburg, CA for the following Closed Session items:

1. PUBLIC EMPLOYEE APPOINTMENT pursuant to Section 54957:
City Manager

Mayor Killings stated there was no reportable action taken in Closed Session.

ADJOURNMENT

The Special City Council meeting was adjourned at 4:08 P.M. to the Regular City Council meeting at 7:00 P.M.

Respectfully submitted,

Alice E. Evenson, City Clerk

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

DATE: October 20, 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, Interim City Manager/Interim 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 5:31 P.M. for the following Closed Session:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Section 54596.8:
Property: 2101 Railroad Avenue, APN 088-171-035; City Negotiators: Maria Aliotti, Ishani Rasanayagam
Negotiating Parties: Robert Chudy and Gustavo Espinoza, Db a as Approved Auto Center of Pittsburg; 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.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Section 54596.8:
Property: 359 E. 12th Street, APN: 086-132-030; City Negotiators: Maria Aliotti, Ishani Rasanayagam
Negotiating Party: Kenneth Cooper; 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.

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Section 54956.9(d)(4)
Number of Cases: One

City Attorney Mooney stated that the City Council voted 4 to 0 to authorize the City Attorney to initiate litigation. The action, the defendants, and the other particulars shall, once formally commenced, be disclosed to any person upon inquiry, unless to do so, would jeopardize the City's ability to effectuate service of process on one or more unserved parties, in compliance

with California Government Code Sec. 54957.1(a)(2).

ROLL CALL

Member Banales was absent and excused.

PLEDGE OF ALLEGIANCE

Mayor Killings led the Pledge of Allegiance.

PRESENTATIONS

4. New Employee Introductions

PROCLAMATIONS

5. Inspire Pittsburg - Filipino American Association of Pittsburg
6. National Filipino-American History Month
7. National Immigrants Day

CITY MANAGER REPORTS/REMARKS

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

PUBLIC COMMENTS

John Paul Balingit asked City Council for support of his non-profit company.

Iztaccuauhtli Gonzalez invited the City Council and community to attend the Pittsburg Rotary Centennial Gala on November 8, 2025.

COMMITTEE REPORTS

Member Kobata attended the Life Enrichment Subcommittee meeting.

Mayor Killings attended the Community and Economic Development Subcommittee meeting.

CONSIDERATION

8. Adoption of a City Council Resolution Approving a Rate Increase Requested by Contra Costa Waste Service, Inc., for the Operation of the Recycling Center and Transfer Station

On Motion by Vice Mayor Adams, seconded by Member Lopez and adopted by the following vote:

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

9. Adoption of a City Council Resolution to Accept Grant Funds from Contra Costa County Employment and Human Services Department to Implement an Organizational Capacity Building Program Through Measure X

Joanne Rolle spoke in favor of the adaptive sports and other services provided for adults with disabilities. Which are made possible through grant funds.

On Motion by Member Kobata, seconded by Vice Mayor Adams and adopted by the following vote:

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

10. Introduction and Waive Further Reading of an Ordinance Amending Pittsburg Municipal Code Chapter 2.80 Youth Commission and Adoption of a City Council Resolution to Approve Changes to the Youth Advisory Commission Bylaws

On Motion by Vice Mayor Adams, seconded by Member Kobata and adopted by the following vote:

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

CONFLICT OF INTEREST STATEMENT

Vice Mayor Adams recused herself from consent calendar item #18 due to the proximity of her residence.

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

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

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

11. Minutes
12. Adoption of a City Council Resolution to Authorize Acceptance of a \$250,000 Metropolitan Transportation Commission Transit-Oriented Communities Policy Grant
13. Adoption of a City Council Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with GHD, Inc. for the Design of Project 5090- Bella Vista/Riverview Water Consolidation
14. Adoption of a City Council Resolution Approving the Terms and Conditions of Employment for Police Management Group (PMG) for the Period July 1, 2025 through June 30, 2028

15. Adoption of a City Council Resolution to Reclassify One Position, Establish a Salary Range for Payroll Supervisor, and Authorize Amendments to the AFSCME Management Professional Confidential Memorandum of Understanding and Allocate Funding
16. Adoption of a City Council Resolution Authorizing the Pittsburg Police Department to Purchase TI Training Simulator Recon Utilizing Previously Awarded SLESA Grant Funds
17. Adoption of a City Council Resolution Authorizing the Acceptance and Appropriation of the Office of Traffic Safety Grant Funds for the Selective Traffic Enforcement Program (STEP)
18. 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

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

Mayor Killings, Vice Mayor Adams and Council Member Kobata provided remarks about the Cal Cities conference they attended.

Vice Mayor Adams also provided remarks about a fentanyl bust and gave kudos to the police department for all the hard work.

ADJOURNMENT

The meeting adjourned at 8:22 P.M. to November 03, 2025.

Respectfully submitted,

Alice E. Evenson, City Clerk

**CITY OF PITTSBURG
SPECIAL CITY COUNCIL MEETING MINUTES**

DATE: October 21, 2025

LOCATION: Conference Room at Courtyard by Marriott, 1001 Center Drive,
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, Interim City Manager/Interim Executive Director
Donna Mooney, City Attorney/Legal Counsel
Alice E. Evenson, City Clerk/Agency Secretary (elected)
Nancy Parent, City Treasurer (elected)

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

Mayor Killings led the Pledge of Allegiance.

CLOSED SESSION

Mayor Killings called the special meeting of the City Council to order at 4:04 P.M. in the Conference Room at Courtyard by Marriott, 1001 Center Drive, Pittsburg, CA for the following Closed Session items:

1. PUBLIC EMPLOYEE APPOINTMENT pursuant to Section 54957:
City Manager

Mayor Killings stated there was no reportable action taken in Closed Session.

ADJOURNMENT

The Special City Council meeting was adjourned at 8:02 P.M. to November 3, 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 the City Manager to Execute a Contract for the Purchase and Installation of a New Restroom Building at City Park for Phase II of Project 1754 - City Park Restroom Facility

MEETING DATE: November 3, 2025

EXECUTIVE SUMMARY

Phase II of Project 1754 – City Park Restroom Facility (Project) is to demolish and replace the existing restroom located on Davi Avenue at Pittsburg’s City Park. The Project will utilize an existing Sourcewell contract that complies with the City's contracting ordinance to source and install the restroom building. Adoption of this resolution will authorize a contract with Romtec Inc. (Romtec) for the purchase and installation of a new 2-stall restroom at Pittsburg’s City Park.

FISCAL IMPACT

The agreement with Romtec has a price of \$260,063 for the Project. The remaining available ARPA funds of approximately \$194,700 from Phase I of this Project will be used for this Project. Additional funding for construction will be provided by the General Fund in the amount of \$90,000. The available General Fund amount is comprised of a \$39,000 rebate the City received for installation of the EV charges at City Hall and a reimbursement from FEMA for the 2023 flooding in the amount of \$51,000. An updated CIP Project Sheet is attached to this report.

RECOMMENDATION

City Council adopt the Resolution allocating \$90,000 from General Fund to the Project and authorizing the City Manager to execute a contract with Romtec in the amount of

\$260,063 for the purchase and installation of a 2-stall restroom building at Pittsburg's City Park.

BACKGROUND

On June 17, 2024, the City Council adopted Resolution No. 24-14499, approving the allocation of \$1,250,000 of ARPA Funds to the Project 1754 – City Park Restroom Facility, providing sufficient funding.

On October 21, 2024, the City Council adopted Resolution No. 24-14550, authorizing the City Manager to execute a contract with Romtec for the purchase and installation of two new restroom buildings at Pittsburg's City Park. However, when the total cost of the project was reviewed, which included design, staff time, and construction, it was determined that there were not enough funds available to complete both the 8-stall and 2-stall restrooms. Therefore, the project was reduced to only replace the 8-stall restroom.

On August 18, 2025, the City Council adopted Resolution 25-14668 accepting Phase I of Project 1754 – City Park Restroom Facility as complete at a total cost of \$1,055,300 which included design, staff time, and construction of the 8-stall restroom.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

The estimated cost to complete the replacement of the 2-stall restroom is approximately \$280,000 for the construction and staff time. The available funding for this Project is short by approximately \$85,000. Most recently, the City unexpectedly received a \$39,000 rebate for the installation of EV chargers and \$51,000 from FEMA. This windfall of \$90,000 is sufficient to complete this Project.

On October 3, 2025, through Sourcewell Contract No. 052725-RMT, Romtec submitted a proposal for the purchase and construction of the Project in the amount of \$260,063.

With the proposed Project and the completion of 8-stall restroom, the overall accessibility, convenience, and experience are enhanced for park visitors, while addressing longstanding issues such as vandalism, misuse, and inadequate lighting.

ATTACHMENTS: Resolution
 CIP Project Sheet
 Romtec Agreement

Report Prepared by: Tina Tan, Assistant Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of Contract for the Purchase)
And Installation of a New 2-Stall Restroom)
Phase II of Project 1754- City Park Restroom)
Facility and Allocating Funds)

RESOLUTION NO. 25-

WHEREAS, on June 17, 2024, the City Council adopted Resolution No. 24-14499, approving the allocation of \$1,250,000 of ARPA Funds to Project 1754 – City Park Restroom Facility; and

WHEREAS, Romtec Inc. (Romtec) was solicited for restroom installation through Sourcewell Contract No. 081721-RMT, which provides competitive bidding equivalent to or exceeding the requirements in the City's contracting ordinance; and

WHEREAS, on October 21, 2024, the City Council adopted Resolution No. 24-14550, authorizing the City Manager to execute a contract with Romtec for the purchase and installation of two new restroom buildings at Pittsburgh's City Park. However, when the total cost of the project was reviewed, which included design, staff time, and construction, it was determined that there were not enough funds available to complete both the 8-stall and 2-stall restrooms. Therefore, the project was reduced to only replace the 8-stall restroom; and

WHEREAS, on August 18, 2025, the City Council adopted Resolution 25-14668 accepting Phase I of Project 1754 – City Park Restroom Facility as complete at a total cost of \$1,055,300 which included design, staff time, and construction of the 8-stall restroom; and

WHEREAS, Phase II of Project 1754 - City Park Restroom Facility (Project) is to demolish and replace the existing 2-stall restroom located on Davi Avenue at Pittsburgh's City Park; and

WHEREAS, on October 3, 2025, through Sourcewell Contract No. 052725-RMT, Romtec submitted a proposal for the purchase and construction of the Project in the amount of \$260,063.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby allocates \$90,000 of General Fund to the Project and authorizes the City Manager to execute a Contract with Romtec, Inc. in the amount of \$260,063 for the purchase and installation of a new 2-stall restroom building at Pittsburgh City Park.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 3rd day of November 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk

Project Title:

Project #:

City Park Restroom Facility

1754



Project Category: Park
Location: City Park
Project Manager: T. Tan
Project Priority: 1A – Essential
Project Status: Construction
Est. Completion Date: 2025/26

Description/Justification:

This project will replace the existing double restroom on Davi Avenue at City Park with a new double restroom facility. The current restroom facility at City Park is outdated and could benefit from upgrading. City staff will evaluate different restroom manufactures to analyze which restroom facility includes features to best address some of the current issues being experienced at this park such as vandalism, misuse, lighting, etc. This is the second phase of the City Park Restroom Facility Project restoration.

Supplemental Information:

None

PROJECT FINANCING		CURRENT		PROPOSED					
PROJECT EXPENDITURES		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
101	Staff Time		\$ 10,000	\$ 11,500					\$ 21,500
2122	Design	\$ 5,850	\$ 16,208						\$ 22,058
2281	Construction		\$ 306,941	\$ 968,001					\$ 1,274,942
2372	Administrative Overhead		\$ 10,000	\$ 11,500					\$ 21,500
TOTAL		\$ 5,850	\$ 343,149	\$ 991,001					\$ 1,340,000
PROJECT FUNDING		Prior	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	TOTAL
298	ARPA	\$ 1,250,000							\$ 1,250,000
110	General Fund			\$ 90,000					\$ 90,000
TOTAL		\$ 1,250,000		\$ 90,000					\$ 1,340,000

**AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
ROMTEC INC.
PURSUANT TO SOURCEWELL CONTRACT NO. 052725-RMT**

THIS Agreement ("Agreement") is made by and between the City of Pittsburg, a municipal corporation ("City") and Romtec Inc., an Oregon corporation ("Romtec") (together referred to as the "Parties") as of November 4, 2025, (the "Effective Date").

WHEREAS, Pittsburg Municipal Code Section 2.85.090(B) authorizes the City to enter into a contract through a contract already entered into by a cooperative entity and a vendor if the contracting procedure was substantially similar to the City's required procedure of the same type and dollar amount; and

WHEREAS, Sourcewell is a cooperative that conducts competitive solicitations for bids substantially similar to the City's required procedure; and

WHEREAS, City seeks to contract through Romtec Inc. through Sourcewell Contract No. 081721-RMT for one double restroom; and

WHEREAS, City seeks to add or clarify certain terms of the Sourcewell Contract for purposes of applicability to City.

NOW, THEREFORE, City and Romtec agree as follows:

1. **Scope of Supplies and Services.** Romtec shall provide and perform the supplies and services as set forth in that Proposal/PO dated October 3, 2025. Delivery terms are FOB Pittsburg, California.
2. **Governing Law and Venue.** The laws of the State of California shall govern this Agreement and Contract No. 052725-RMT ("Sourcewell Contract"). In the event that either party brings any action against the other under this Agreement or the Sourcewell Contract, 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.
3. **Insurance and Workers' Compensation.** Romtec shall, at its sole cost and expense, maintain all insurance required under the Sourcewell contract with insurance company(ies) licenses or authorized to do business in the State of California, and Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Romtec in the amount required by applicable law. Romtec shall provide certificate(s) of insurance to the City prior to commencing under this Agreement.

4. **Compliance with Applicable Laws.** Romtec and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Romtec 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.

5. **Order of Precedence.** In the event of any inconsistency between this Agreement and the Sourcewell Contract, or Proposal/PO or any other writing, the terms of this Agreement shall govern.

6. **Representations.** Romtec represents and warrants that it is bound to the City by all terms in Sourcewell Contract except as set forth in this Agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF PITTSBURG

Maria M. Aliotti, Interim City Manager

ROMTEC INC.

Signed by:



Dayna M. Lewis, CFO

Approved as to Form:

Donna Mooney, City Attorney

**MASTER AGREEMENT #052725****CATEGORY: Restroom and Shower Facilities Solutions****SUPPLIER: Romtec, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Romtec, Inc., 18240 North Bank Road, Roseburg, OR 97470 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 10, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #052725 to Participating Entities. In Scope solutions include: Restroom and Shower Facility Solutions, including permanent, portable, trailer-mounted, or towable:
- Flush, waterless (vault), or compostable toilets and restrooms;
 - Showers and changing rooms;
 - Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities;
 - Equipment, products, accessories, and supplies related to the solutions described in subsections 1. a. – c. above; and,
 - Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions.
- 8) **Included Solutions.** Supplier’s Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier’s Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier’s Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier’s open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

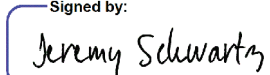
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

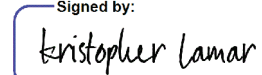
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Romtec, Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 7/7/2025 | 7:34 PM CDT

Signed by:

 By: 9FAFCB0ACF1B461...
 Kristopher Lamar
 Title: Contracts Administrator
 Date: 7/7/2025 | 1:47 PM CDT

RFP 052725 - Restroom and Shower Facility Solutions

Vendor Details

Company Name: Romtec, Inc.
Does your company conduct business under any other name? If yes, please state: No
Address: 18240 North Bank Road
Roseburg, Oregon 97470
Contact: Kris Lamar
Email: klamar@romtec.com
Phone: 541-496-3541 236
HST#: 95-3375642

Submission Details

Created On: Tuesday April 08, 2025 09:26:47
Submitted On: Thursday May 22, 2025 15:07:19
Submitted By: Kris Lamar
Email: klamar@romtec.com
Transaction #: e23250da-e2ed-464e-9754-3759400f480f
Submitter's IP Address: 147.243.242.172

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Romtec, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Romtec, Inc. is the sole entity that will be responsible for offering and performing delivery of Solutions within this proposal.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: GHLZEAA8BLS9	*
5	Provide your NAICS code applicable to Solutions proposed.	236220	
6	Proposer Physical Address:	18240 North Bank Road Roseburg, OR 97470	*
7	Proposer website address (or addresses):	ww.romtec.com; www.romtecutilities.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Kristopher Lamar; Contracts Administrator; 18240 North Bank Road Roseburg, OR 97470; klamar@romtec.com; 541.496.3541	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristopher Lamar; Contracts Administrator; 18240 North Bank Road Roseburg, OR 97470; klamar@romtec.com; 541.496.3541	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dayna Lewis; Chief Financial Officer; 18240 North Bank Road Roseburg, OR 97470; dlewis@romtec.com; 541.496.3541	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Family owned and operated since 1979, Romtec Inc. found its start with the simple yet innovative polyethylene toilet riser that is still used in waterless "vault" restrooms nationwide today. Over the years, Romtec grew as a supplier of both "campground" and urban parks and recreation structures. Romtec has supplies thousands of structures nationwide. We have relationships with federal, state, county, and municipal agencies across the country. Founded on strong engineering, combined with a passion for quality, each Romtec building speaks for itself. Our line of advanced products is constantly expanding with the development of new structures using the latest in building materials. Today, the Romtec product line includes restroom structures of all types and designs, concession buildings, pavilions, storm shelters, urban restrooms, and much more. Here at Romtec, each and every project is unique, and we make it our mission to create a finished product that make both Romtec and our customers proud. With years of experience, an emphasis on quality, and an exceptional team, Romtec will continue to design and construct beautiful and functional buildings and structures in all 50 states and continue to act as the leader in the restroom industry. It is the Mission of Romtec, Inc. to provide the highest quality parks & recreation and public utility buildings to public and private organizations in all 50 states. We believe that every American park and recreation site is a special resource and that our customers deserve the most attractive and durable buildings to meet their unique project needs. Romtec works with many unique customer requirements on every project. From ADA compliance to matching existing buildings, Romtec has the design expertise and the industry experience to meet many special requirements. Our goal is to work with our customers to provide the best site-built building or structure to meet their special needs. Romtec designs, manufactures, supplies, and constructs buildings and structures for all types of applications. We are architects, engineers, manufacturers, and contractors. Our process begins by designing a building that is particular to the needs of each customer. Then, Romtec provides the complete building plan sets and specifications for customer approval. Each project can then be sent out to bid or purchased directly. Finally, Romtec manufactures and supplies the complete building to be constructed by the contractor or by Romtec as a "turnkey" project.	*
12	What are your company's expectations in the event of an award?	Romtec anticipates that, if awarded, we will continue to build upon the success of our previous Sourcewell Award (081721-RMT). This award has played a vital role in enabling Romtec to expand our team and facilities, contribute meaningfully to our local community, enhance service to our existing customers and their communities, and reach new customers across the United States. Looking ahead, Romtec remains committed to fostering the relationships we've established with Sourcewell Members while also forging new partnerships with Entities we have not yet had the opportunity to serve.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Romtec is providing the following information to demonstrate our financial strength and stability: 1. Bank Assurance Letter 2. Bond Recommendation Letter 3. CPA Recommendation Letter 4. Credit Report These documents are uploaded in the "Financial Information" zip file.	*
14	What is your US market share for the Solutions that you are proposing?	Romtec estimates our current U.S market share is approximately 30% - 35% for the Solutions we are proposing.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Romtec's current Canadian market share is 0%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Romtec, nor any responsible party within the organization, has no current nor any completed bankruptcy proceedings within the past seven years, nor at anytime in the past. Romtec understand that it must provide notice to Sourcewell if it enters bankruptcy during the pendency of the RFP evaluation.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Romtec is best described as a manufacturer. Romtec sales and service forces are direct employees of Romtec and all of Romtec's business is conducted through our facilities at 18240 North Bank Road, Roseburg, OR 97470.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Romtec holds Commercial General Contractor Licenses in: Oregon: License #192589; License #192588 California: License #849246; License #936076 Washington: License #CC ROMTEI*926NF; License #CC ROMTEUI901J7 Alaska: License #CONE38230 Arizona: License #286519 Arkansas: License #0409850621 Idaho: License #RCE-53756 Nevada: License #0077469 New Mexico: License #376795 Utah: License #11887264-5501 In addition to the Commercial General Contractor Licenses above, Romtec holds numerous local municipality contractor licenses. Romtec employees licensed engineers and architects who themselves are licensed in all 50 States to provide sealed plans and calculations for Romtec's products. This includes all structural, mechanical, plumbing, and electrical plans and calculations.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Romtec has no past debarments or suspension, nor does any Responsible Party, within the past seven years, nor has it ever had past debarments or suspensions. Romtec will provide notice in writing to Sourcewell if it enters debarment or suspension status at any time during the pendency of this RFP evaluation.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Romtec was featured in the March 2025 issue of Landscape Architect Magazine for our work on the South Fontana Park Project in Fontana, CA. Romtec was featured in October 2024 issue of Parks and Recreation Magazine for our work with the City of Medford, OR and the anti-vandalism features of the Romtec structure provided for this project. Romtec's Lead Designer, Cassandra Ruport, was featured in the May 2024 issue of Parks and Recreation Magazine highlighting Romtec's design capabilities and innovations in All-Gender Restroom designs. GSA-Recognized as an Exceptional Vendor 2020	*
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately 80% of Romtec's sales in the last three years were to the governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Approximately 5% of Romtec's sales in the last three years were to the education sector in the last three years.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	BuyBoard Purchasing Cooperative: 679-22 Sales Volume: Approximately \$350K Annually (2022 - 2024) AEPA State Member Cooperatives: 023.5B Sales Volume: Approximately \$339K (2022 - 2024) Keystone Purchasing Cooperative: 202401-02 Sales Volume: Approximately \$76K Annually (2022 - 2024)	*

24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CMAS Contract: 4-24-08-1004 (Sourcewell 081721-RMT based agreement) Sales Volume: Approximately \$407K Annually (2022 - 2024) Washington DES: 02620 (Sourcewell 081721-RMT based agreement) Sales Volume: Approximately \$368K Annually (2022 - 2024) Nevada State: 081721-RMT (Sourcewell 081721-RMT based agreement) Sales Volume: \$0 (2022 - 2024) *Currently pending sales PA CoStars: 014-E22-285 Sales Volume: \$516K Annually (2022 - 2024)	*
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Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Corona, CA	Rachel McLure, CIP Supervisor	951-739-4840	*
City of Rockaway Beach, OR	Dan Emerson, Public Works Superintendent	503-374-0586	*
OC Parks, CA	Renee Glosecki, Project Manager	949-923-3761	*
City of Irvine, CA	Corey Lakin, Community Services Deputy Director	949-724-6790	
City of Lakeville, MN	Mark Kruse, Parks Superintendent	952-985-2720	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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26	Sales force.	Romtec's Sales force has doubled since being awarded as a Sourcewell Vendor in 2021. Romtec now employs 6 full-time personnel dedicated specifically to sales. Cody Dooley, Sales Manager Cody has over 23 years sales experience and over 10 years experience at Romtec. Cody was promoted in this last year to the Sales Manager and oversees all sales activity and sales staff at Romtec. Cody has the experience and professionalism required to deliver complex projects on schedule and within customer budgets. Travis Olson, Business Development Manager, Front-End Sales Engineer Travis has over 23 years experience here at Romtec. As a member of the family that owns the Romtec Companies, Travis possess vast knowledge of the products and processes that continue to make the Romtec Companies successful. Travis' duties in the Romtec Sales Department focus on developing repeat business with existing customers, as well as developing new markets and customers. Jeremiah Murphy, Post Sales Coordinator Jeremiah has been with Romtec now for 3 years. His previous experience includes over 17 years in civil construction project management and stormwater infrastructure rehabilitation. Jeremiah's sales duties are focused existing customers and developing repeat business. Loren Culberhouse, Front-End Sales Engineer, Construction Estimating Loren has 6 years of sales experience prior to joining Romtec in 2022. Loren's primary role in the Sales Department at Romtec is installation estimating for projects which will or may include Romtec's installation services. Loren also participates in initial inquiries with new and existing customers. Matt Cugley, Front-End Sales Engineer Matt has 8 years experience prior to joining the Romtec Sales staff in 2024. Matt's primary duties in the Sales Department are focused on developing inquiries from new and existing customers through receipt of a purchase order. Matt Armstrong, Front-End Sales Engineer Matt joined the Romtec Sales Department in 2023 and manages inquiries from new and existing customers from the inquiry phase, through receipt of a purchase order.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods (including subcontractors).	All of Romtec's business is conducted from our facilities in Roseburg, OR. Romtec does not utilize dealers, distributors, resellers, or other distribution methods to conduct its business.	*

28	Service force.	Romtec's Service Force consist has also grown since being awarded as a Sourcewell Vendor in 2021. Romtec now employs 4 new personnel dedicated to service/project management in addition to Romtec's Vice President of Operations, Mark Sheldon. Mark has been with Romtec since it's beginning and currently oversees project management, engineering, marketing, and operations at Romtec. Mark's responsibility at Romtec is to ensure the company is working smoothly and efficiently in all aspects of operations, ultimately leading to the highest level of customer satisfaction with the end product and experience possible. Other Romtec key service personal are highlighted below: Dalton Deeks, Engineering Manager Dalton has been with Romtec for 15 years. Dalton's primary responsibilities include scheduling and coordinating all engineering aspects on each Romtec project. This includes communication to internal engineers and designers, sub consultants, comments responses and other key engineering related responsibilities. Dalton is a critical part of the Romtec process and a critical reason we are able to work efficiently and provide quality service to our customers. Lindsey Bogan, Senior Project Manager Lindsey has been with Romtec for five years and has been Romtec's senior project manager for the last 3 years. Lindsey is responsible for managing project timelines, Romtec commitments, and customer expectations from the time a purchase order is received, until project delivery. Lindsey currently oversees 2 other personnel responsible for project management. David Smith, Senior Construction Manager David is Romtec's Senior Construction Manager and has over 25 years experience in construction management experience, and over 10 years experience at Romtec. David handles Romtec installation projects from delivery of the building package, through the installation and warranty phase. David is also responsible for overseeing all aspects of production at Romtec, facilitating plans for review, scheduling the installation of Romtec structures, fielding installation related questions from 3rd party installers, and solving any installation challenges. David currently oversees 2 other construction project management staff at Romtec. Ken Perry, Romtec Construction Foreman Ken Perry is Romtec's primary installer and will manage a crew on site and be the primary site contact during construction. Ken has installed Romtec buildings for over twenty five years and handles and manages all aspects of construction on site.
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others (including subcontractors).	a.) Upon initial contact with a potential customer, the Romtec Sales Department will discuss options, project requirements and details, and provide budgetary estimates and sample drawings. At this stage of the ordering process Romtec is determining the overall viability of the project. By providing budgetary estimates, for not only Romtec's scope of work, but also work outside of our scope such as civil engineering and construction that may be required, Romtec is able to provide our customers with realistic expectation of the overall project cost. b.) Upon the customer's approval of the estimates, Romtec will produce an official quote and proposal for the customer's review, which will include project specific plan-view and elevation drawings, a scope of work letter, and a Sourcwell quote. Note: Typically at this stage, there can be multiple revisions of the proposal. Often city council approval, entity procurement department review and approval, and Romtec justification of the Sourcwell contract pricing for the entity is needed for the purchase to be approved. c.) Upon receipt of a purchase order, Romtec will produce the Scope of Supply and Design Submittal (SSDS), which will include the complete plans for the structure and product data sheets, within 14 business days typically. d.) The customer is then to distribute the SSDS to all project stakeholders, gather comments from stakeholders, and send the comments to Romtec. e.) Romtec then responds in writing to all the comments and provides any price changes for review and approval by the customer. f.) Romtec then revises the SSDS based on the Romtec comment responses and customer approved price changes and then resubmits for review. This process continues until there are no further comments. g.) Customer approves the design using the Approval form included in the SSDS, and releases Romtec to produce the sealed building plans. To approve the design, the customer must check, initial and sign where requested, and then email or mail the form to Romtec. h.) Romtec then produces the sealed building plans for review and approval by the appropriate building department. i.) After any comments and revisions of the sealed building plans, Romtec receives formal Notice to Proceed on Production from the customer (on a separate form). j.) Romtec begins production and sends projected delivery date to the customer (typical lead time is 8 weeks). k.) Romtec delivers the building package to the project site for installation by the customer's installer, or by Romtec's installation crew (details on Romtec installation are listed below in Line 37).
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All sales inquiries whether received through email, website forms, or direct phone calls are responded to within 24 hours or less. All Sales personnel are informed and aware of any new or existing inquiry and can provide responses if a customer's specific Sales representative is for some unable to respond in a timely manner. This ensures Sales related inquiries and customers are not waiting an unacceptable amount of time for responses, or important information from Romtec. Existing project related questions and required information is provided by Romtec's Project Management staff the same business day. Again, these inquiries are observable to all of Romtec's Project Management staff in case of absence. Romtec's Engineering Department provides initial plans for review and comments within 2 weeks of receiving a purchase order, and revisions to those plan sets within 2 weeks of receiving comments and/or redlines. Romtec Construction Management is available to answer any installation related questions the same business day, and is also available after normal business hours by cell phone. This ensures Romtec's ability to keep the installation of Romtec structures moving forward in a timely manner while maintaining quality. Romtec partners with hundreds of vendors across the United States. Romtec's vendors are fully capable of meeting timelines and ensuring the success of projects in partnership with Romtec. By utilizing multiple vendors for common and frequently used items, Romtec can meet our stated service goals for pricing and lead times and ultimately pass this value along to the Sourcwell Entity.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Romtec's business model relies heavily on repeat business and the relationships we build with our customers and project drivers. Over the last four years, being a Sourcewell awarded vendor has granted Romtec the opportunity to work with a large number of Sourcewell Participating Entities that may not have otherwise been aware of, or been able to work with Romtec in a direct purchase framework. As such, being a Sourcewell vendor has granted the opportunity for Romtec to develop strong relationships with a new customer base that we expect to last many years to come. Sourcewell has also provided opportunities for Romtec to offer our previously existing customer base a new approach to purchasing Romtec's products and services that greatly streamlines not only the purchasing, but also project timelines while also reducing project budgets. Romtec currently does, and in the event of an award, will continue to treat every lead and individual Sourcewell Entity with the utmost importance and respect. Romtec's ultimate goal is customer satisfaction through offering high quality and great value products and services while reducing the complexity necessary to deliver and produce those products and services for the customer. This is one of the greatest benefits of being a Sourcewell Awarded Vendor and Romtec's willingness to provide our products and services to Sourcewell Participating Entities is reflected in the results of the many successful projects completed nationally for Sourcewell Entities. Romtec is licensed to provide engineering and architect services in all 50 States. We are licensed contractors in multiple states with the ability to obtain licensure in any jurisdiction. Romtec is fully capable and authorized to sell our products and services to any Sourcewell Participating Entity within the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Although Romtec has not yet entered the Canadian market, Romtec is fully capable and willing to do so. As with Romtec's Sourcewell participating entity customer base in the United States, any lead received from Canadian participating entities will also be treated with the utmost importance.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Romtec can service all geographic areas of the United States and Canada. Note: Romtec's plans will be notated in imperial units (inches, ft, etc).	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All Sourcewell Participating Entities will have full access to the products and services Romtec is proposing for this agreement, including but not limited to, preliminary design services, quote and specification packages, building kit products, accessories, building options, delivery, and installation services.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	FOB Port of Debarkation for cargo ships. For most projects outside of the Continental US, Romtec's scope of shipment ends at the Port.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. Romtec will extend terms of a potential master agreement to non-profit entities.	*

37	Describe the installation process for your products and identify how installation is managed in the order process, if applicable.	Installation of Romtec structures generally consists of the following: 1. Foundation and Underslab • Equipment for excavation of foundation and slab. • Installation of forming material for foundation and slab. • Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical) • Backfill of Romtec underground utilities. • Placement of rebar. • Pouring of foundation slab. 2. Masonry Walls • Installation of CMU block • Placement of door frames, windows, and vents within CMU walls (if applicable) • Placement of J-bolts or Glulam Brackets as applicable 3. Roof Structure • Carpenters' installation of roof framing • Installation of roofing underlayment • Installation of roofing system 4. Interior Finish • Painting of interior walls • Placement of cove base tile • Sealing of all exposed wood 5. Rough-In Plumbing/Electrical • Installation of drain and vent lines • Installation of water lines • Installation of main breaker panel(s) 7. Installation of Finish Plumbing and Electrical • Installation of plumbing fixtures • Installation of electrical fixtures 8. Installation of all other applicable building kit components and fixtures (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.) 9. Completion of all applicable building inspections related to Romtec's installation 10. Demonstration of full function and operation per approved designs and data sheets If the Sourcewell Entity requests installation as part of Romtec's scope of services for a particular project, Romtec's Sales team will discuss and define realistic timelines for the project with the customer. As part of the quote package received by the customer during the sales phase, Romtec will provide a quote for the installation of the respective structure as well, in accordance with Romtec's Sourcewell Installation pricing. The quote package will also include a Scope of Supply, Design, and Installation Letter, which will clearly define the aspects of Romtec's installation services (defined generally above) being quoted. Upon receiving a signed Notice to Proceed with Production document from the customer, Romtec will produce the building package, and mobilization of Romtec's installation crew will coincide with the delivery of the building package to the customer's site. Romtec's installation crew will then install the building package per the permitted plans for the structure and as defined in Romtec's Scope of Supply and Installation Documents. Romtec will then request a walkthrough and sign off upon completion of the Romtec installation scope by the owner(s), owner's representative, and/or jurisdiction having authority.
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Romtec has established a multi-channel marketing strategy to promote our current Sourcewell award, and will utilize and expand this strategy with a potential award from Sourcewell. 1. Tradeshows • Marketing Materials: At every tradeshow, we distribute professional, branded flyers that highlight our Sourcewell contract as a streamlined purchasing solution. These materials emphasize the benefits of cooperative purchasing, saving time and cost for public agencies. • Pre/Post-Conference Email Campaigns: Prior to each event, Romtec sends targeted emails to attendees, featuring a recent project success story and when applicable linking showcasing our customers journey when using their Sourcewell membership. After the event, we also send emails with information about how to work with Romtec and reinforce the value of the cooperative purchasing agreements like our Sourcewell partnership and invite continued engagement. • Booth Branding: We proudly fly Sourcewell flags at our booth, often more than one, to clearly communicate our cooperative contract availability. These flags are a key visual element, helping draw attention to this easy-to-use procurement path. 2. Direct Email Marketing Campaigns • When engaging with public agencies, design firms, and project decision-makers Romtec frequently references our services and offerings and explain how easy it is to work with Romtec when utilizing the Sourcewell Cooperative agreement. The Romtec Marketing Department typically finds a real project that has utilized this cooperative and shares it with a targeted group, referencing Sourcewell Cooperative Purchasing, highlighting the benefits, and provide a link to our Sourcewell page on the Romtec website. 3. Website Promotion • Romtec maintains a dedicated Sourcewell landing page on our website that we actively use in direct email marketing campaigns and personal engagement. This page has our Sourcewell contract number and link to the Sourcewell website that explains how to work with Romtec via the contract. Furthermore, the direct link to the Sourcewell member portal for agencies to look up their account or register. This landing page is frequently referenced in Romtec email campaigns and or conversations with potential customers. 4. Virtual & In-Person Lunch and Learns • Romtec hosts multiple Virtual Lunch and Learn presentations each week with public agencies, design firms, and project decision-makers. During these presentations, we feature the Sourcewell contract as a solution for streamlined procurement while maintaining compliance. • Romtec also utilizes the Sourcewell promotional video as part of these presentations to visually reinforce the benefits and showcasing how easy it is to use. Romtec has uploaded the following representative samples with our response bookmarked in the pdf: 1. Marketing Plan Overview 2. Example Flyer for Tradeshows 3. Example Social Media Posts for Real Projects 4. Vertical Flyer used in email attachments and mailers
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Romtec maintains a social media marketing campaigns on Facebook, Instagram, and LinkedIn. We tag Sourcewell in posts about finished projects that were purchased through Sourcewell and/or add Sourcewell as a hashtag. We also mention Sourcewell purchasing in our project highlight pages on our website.

40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	As an awarded vendor under Sourcewell Agreement 081721, Romtec has found Sourcewell and its representatives to be consistently professional, responsive, and supportive in facilitating our sales and marketing initiatives. Our assigned Supplier Development Executive, Mr. Tyler Prokes, has provided ongoing engagement through the delivery of training seminars to Romtec's sales team. Additionally, Mr. Prokes has participated in high-level meetings with customer procurement representatives alongside Romtec personnel to address inquiries and mitigate concerns related to the procurement of Romtec products through the current agreement, often on short notice. In the event of an award under this agreement, Romtec expects similar engagement and encouragement from Sourcewell's representatives to promote the agreement and help Romtec convert inquiries from Sourcewell Entities into actual sales. Romtec also expects that as our relationship with Sourcewell and its representatives continues to grow, a better understanding of Romtec's available products and services will arise with our Sourcewell representatives, and through that understanding, they will be able to better direct potential customers toward Romtec when appropriate. Romtec's sales process is currently closely aligned with our existing Sourcewell agreement, and this integration will remain a core component of our operations in the event of an award. The Sales Department will continue to participate in virtual training conducted by our Supplier Development Executive. In addition, senior Sales Representatives will attend the H2O Supplier Forum and Sourcewell Academy training sessions, as scheduling permits. Romtec will maintain its practice of promoting Sourcewell as the primary purchasing mechanism for both new and existing customers. Our Contracts Administrator will continue to review all proposals and documentation to ensure full compliance with Sourcewell requirements. Leveraging the knowledge and experience gained from our current agreement, the Contracts Administrator will also support both customers and internal teams by providing guidance and addressing any questions related to the Sourcewell purchasing process.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to their nature, Romtec's building model products are not available for e-procurement. However, Romtec accessory items are available for e-procurement through Romtec's website: romtec.com. Most often, Romtec's accessory items are viewed online, or the customer can fill out an order form. Once the customer's request has been identified, a Romtec Sales person will respond with a quote including freight via email. Once a quote has been approved, an order will be generated and freight will be coordinated by Romtec to deliver to the customer's location. Please note: some Romtec accessory items can be shipped via common carriers such as UPS or USPS (depending on quantity and location) and can be ordered directly via e-procurement, but some accessory items such as our waterless vaults require shipping via flatbed truck which will require interaction from a Romtec Sales person.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Romtec offers comprehensive support services at no additional cost to Sourcewell participating entities. These services include optional operator training, product maintenance guidance, and technical support—though many entities will already be familiar with the standard equipment used in Romtec structures (e.g., toilets, sinks, lighting). Romtec also provides free technical assistance to third-party installers. Our construction management team delivers this support directly for every project by hosting installation meetings before, during and after the installation process. Romtec also maintains regularly updated video tutorials to assist with proper installation. Most operational or installation concerns can be resolved via phone or email. In cases where on-site assistance is necessary, a Romtec construction representative can be dispatched at no additional cost. Furthermore, Romtec offers support outside of normal business hours for urgent or emergency situations.	*

43	Describe any technological advances that your proposed Solutions offer.	Romtec takes pride in integrating technological advancements into our product offerings to meet the evolving needs of our customers. Our commitment to innovation is deeply rooted in our company's history and continues to drive our development of advanced, purpose-built public facilities. One of Romtec's foundational innovations is the Sweet Smelling Technology (SST) system, developed by company founder David Bogan. This system, along with the polyethylene toilet riser he designed, is used in most commercially available waterless vault restroom systems today, not just Romtec structures. SST dramatically reduces odors in remote restroom facilities that lack access to conventional plumbing. The system includes louvered vents, a vent pipe, the specially designed toilet riser, and a waterless vault. SST works through a combination of airflow dynamics, solar heat, and air pressure differentials to ventilate and eliminate odors efficiently. Proper site placement is also crucial to the system's success. Building on this legacy of innovation, Romtec has recently expanded its offerings to include storm shelter-capable structures, such as restrooms, restroom-concession buildings, and restroom-shower facilities designed to meet or exceed ICC-500 and FEMA 361 standards. These structures are constructed with durable concrete block to withstand 250 mph wind speeds and missile impacts up to 150 mph. They also incorporate emergency escape doors and emergency telecommunications systems. Each design is reviewed and verified by third-party engineers to ensure safety and compliance. These multi-use facilities provide communities in extreme weather zones with both essential public amenities and life-saving shelters - successfully merging function, safety, and aesthetic value. Romtec has also developed the Sidewalk Restroom, a structure designed specifically for high-traffic urban environments. These prefabricated, all-steel buildings feature vandal-resistant components such as stainless-steel toilets and dispensers. The design promotes quick use and discourages misuse, with occupancy-indicating lighting, open-air ventilated louvers, and features that deter illicit activity, including needle use. This product offers cities and local agencies a practical and attractive solution for providing public restrooms in challenging urban settings. Additionally, Romtec has enhanced its fire-proofing and flood-proofing capabilities. We have delivered multiple structures equipped with flood barriers and fire-protection elements, including fire-treated logs for pavilions and sprinkler systems for enclosed buildings. These features are especially valuable for communities facing increased risks due to environmental conditions. Romtec remains committed to advancing our design capabilities to address the unique needs of each customer. Our design team regularly attends industry events to stay at the forefront of construction and public facility innovation. Romtec leadership fosters a culture of continual improvement, encouraging our teams to explore new materials, methods, and technologies to bring more value to our customers and their communities.
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Dark Sky Association Romtec designs structures with lighting that meets International Dark Sky Association (IDA) requirements. Romtec can equip lighting for a building with exterior lighting fixtures that are fully shielded and emit no light above the horizontal plane and use lighting of 3,000K or less. Lights of 3,000K or less emit less blue light, which is known to disrupt animal ecosystems on disrupt human sleep cycles. Additionally, these lights consume less electricity than those of greater than 3,000K. When these lights are used in conjunction with motion sensors, Romtec buildings can produce light at the right temperature and only when necessary, making the building safe, energy-efficient, and attractive. U.S Green Building Council Romtec offers multiple options for our building designs that earn agencies points toward LEED certification and Romtec has designed multiple LEED certified structures. Some of these components include low-flow toilets, low-flow urinals, low-flow faucets, off-grid solar packages, grid-tied solar packages, and grid interactive solar packages. Romtec also offers SIP (structurally insulated panels) for roof structures and walls. These products are frequently used for projects seeking LEED certification. Romtec can also provide Mitsubishi HVAC systems with our structures which are ISO 14001 certified, and anti-graffiti coatings by Rain Guard which are LAUSD – OESH approved.

45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Romtec products (Building Models) themselves do not have any third party issued eco-labels, ratings, or certifications. However, components that are/can be included in Romtec structures do: Low Flow Faucets The low-flow single-handle lavatory faucet used in Romtec buildings produces 1.2 gallons per minute (GPM) of water. This product is third-party certified to meet EPA criteria by WaterSense, certified by IAPMO R&T, certified to NSF 61/9 & 372, and meets ASME A112.18.1. Products marked with 1.2 GPM are compliant with California water efficiency programs and comply with California Proposition 65 and with the Federal Safe Drinking Water Act. Another faucet available in Romtec Buildings is the Innsbrook Electronic Metering Faucet. This product meets or exceeds the following codes and standards: ANSI A117.1; ASME A112.18.1; NSF 61 Section 9, Annex G; CALGreen. It also meets the ADA guidelines and ANSI A117.1 requirements for accessible and usable building facilities. Low-flow Flush Valves Low-flow toilets fixtures and faucets are another example of green initiatives in Romtec buildings. The wall mounted 1.28 GPF high-efficiency flush valve bowl used in Romtec Buildings uses 20 percent less water than standard low consumption toilets. The flush valve bowl is ADA compliant, IAPMO certified, and is per ASME A112.196.2 and meets or exceeds ASME/ANSI A112.19.2M. In other buildings Romtec uses a Madera FloWise toilet, which meets the specifications for a high efficiency toilet as well. This product has received UL Environmental Product Declaration and meets the EAP standards for WaterSense.
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46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Romtec offers several unique attributes for Sourcewell participating entities. Romtec's design capabilities and methodologies provide aesthetic, functional, value engineering attributes that are unique in the industry. Aesthetic Attributes Matching themes and architectural aesthetics is one of Romtec's most established skills. Romtec structures are built using conventional construction materials and methods. This allows Romtec to provide a wide variety of aesthetic options for roofing, siding packages, wainscoting, decorative trusses, single slope or multi-pitched roofs, and other materials or design features that can match existing structures and surroundings or provide unique design elements for Sourcewell participating entities. As part of Romtec's free proposal services Sourcewell entities will also receive floor plan/elevation drawings and even renderings depicting their requested aesthetic architectural elements. The proposal and drawings/renderings can be revised as many times as necessary to ensure the Sourcewell entity gets the building they want, within their budget. Romtec operates our own metal and wood fabrication shops at our facilities in Roseburg, OR. These facilities, in collaboration with our design department, provide Romtec the ability to manufacture custom steel and wood components to meet Sourcewell participating entities' needs for specific aesthetic or functional considerations. Decorative steel brackets and log porches or roof extensions are among the unique features Romtec's fabrication abilities can provide to a Sourcewell entity. Functional Attributes Romtec's use of traditional construction materials and methods enables seamless integration of plumbing fixtures, mechanical systems, electrical components, and other utility options. For instance, if a Sourcewell participating entity's maintenance team has standardized specific plumbing fixtures or other components across its district, Romtec can effortlessly incorporate these elements into our designs. These attributes also provide Romtec the ability to tailor our structures to the Sourcewell entity's specific needs regarding the footprint of the structure. The position of doors, room size, and fixture quantities and locations, for example, can all be easily adjusted to meet the needs of a particular project. Value Engineering Attributes Romtec maintains a large in-house design, engineering, estimating, and purchasing team. This allows Romtec to constantly refine our designs to meet jurisdictional building codes and value-engineer our existing models and designs. Romtec's design team periodically redesigns our complete range of building models. We look at every floor plan and improve the layouts, reduce the materials cost, and include lower cost options when possible. Romtec's estimating department works to reduce the cost of our buildings by doing ongoing industry research to find vendors with better pricing. Nearly every week our engineering, quoting, and production personnel find new low-cost options for faucets, hinges, roofing screws, hand dryers, and many more building materials and components. Romtec's purchasing department also works to reduce costs by connecting with building material suppliers across the country. Then, we can drastically reduce our shipping costs of heavy building materials like concrete block by drop-shipping them from a location closer to each construction site nationally. Since Romtec uses conventional construction materials on most of our buildings, we consistently find reliable and well-manufactured products nationwide to lower shipping costs. The final way we work to lower our building prices is by improving our internal working efficiency. This is accomplished by improving our documentation and internal communications so that we can pass on time savings to Sourcewell participating entities. It takes us less time now to review and change our building designs. We have heavily invested in new software over recent years to increase our speed and volume of work. These improvements reduce revisions and improve turnaround times to help projects move faster and more affordably.
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47	What specific design features ensure Americans with Disabilities Act (ADA) accessibility?	All of Romtec's Waterless Original, Waterless Traditional, Waterless Aspen, plumbed Restroom, Restroom-Concession, and Restroom-Shower Sierra models are designed to meet or exceed the latest ADA code and requirements. Some specific design features include ensuring the adequate turning space circumferences within the occupancy to ensure wheelchair accessibility, the proper height and location of grab bars, toilets, sinks, toilet paper dispensers other fixtures, and the appropriate signage. The incorporation of push button door access is also a common and necessary design feature. Romtec is also now incorporating adult changing tables into our restroom designs. These have become increasingly popular, and in some instances required for ADA compliance. Romtec has buildings equipped with models designed to accommodate anyone who can't use a toilet, with either manual or electric folding mechanisms. The changing tables can include side safety rails, safety belts, and can be equipped with wired hand control.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
48	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	Romtec is Small Disadvantaged Business certified. Romtec is Small Business Enterprise certified. Documentation from Romtec's SAM registration has been uploaded for these certifications. Romtec does not have any of the other certifications listed below.	*
49		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Romtec is not Minority Business Enterprise certified.	*
50		Women Business Enterprise (WBE)	☐ Yes ☒ No	Romtec is not Women Business Enterprise certified.	*
51		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Romtec is not Disabled-Owned Business Enterprise certified.	*
52		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Romtec is not Veteran-Owned Business Enterprise certified.	*
53		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Romtec is not Service-Disabled Veteran-Owned Business certified.	*
54		Small Business Enterprise (SBE)	☒ Yes ☐ No	Romtec is Small Business Enterprise certified. Documentation from Romtec's SAM registration has been uploaded.	*
55		Small Disadvantaged Business (SDB)	☒ Yes ☐ No	Romtec is Small Disadvantaged Business certified. Documentation from Romtec's SAM registration has been uploaded.	*
56		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Romtec is not Women-Owned Small Business certified.	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
57	Describe your payment terms and accepted payment methods.	Once a purchase order is received, Romtec's accounting department will establish terms based on a credit application and job information. Most typically, Romtec will require a 20% deposit at the time that a Notice to Proceed (NTP) with production form has been signed and received from the customer, with the remaining 80 % due NET 30 from delivery/deliverability.	*

58	Describe any leasing or financing options available for use by educational or governmental entities.	At this time, Romtec does not offer leasing or financing options.	*
59	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Romtec's Proposal includes the following documentation: Scope of Work Letter, Drawings/Renderings, Quote, Terms and Conditions Documents. The Romtec Proposal document also serves as the Purchase Order form. Romtec's Quote forms for Sourcwell Participating Entities will clearly indicate the 5% discount received, and will include the Sourcwell award number and logo. An example Standard Romtec Proposal/Purchase Order form has been uploaded to the response and the pdf has been bookmarked in the following order: 1. Example Title Page 2. Example Scope of Design and Supply 3. Example Rendering/Drawings 4. Example Quote/Purchase Order 5. Example Terms and Conditions. Note: Terms and Conditions for both Building Supply only, and Turnkey Installation Terms have been uploaded as separate documents for clarity. Warranty Terms and Conditions has been uploaded as a separate document. These items are included in the zip file titled "Line Item 59-80 Transaction Documents".	*
60	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Romtec does not accept P-card procurement at this time.	*
61	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Romtec's pricing model is line-item discounts. Romtec's pricing materials have been uploaded with this proposal response which details Romtec's pricing for all products and services proposed for this solicitation.	*
62	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Romtec is proposing not-to-exceed square footage installation pricing for specific Romtec model categories (Traditional and Aspen Waterless Restrooms, Standard Sierra Plumbed Model Restrooms, Sierra Plumbed Model Restrooms with Options, and Pavilion Models). The square footage price for installation includes all installation work within the footprint of the structure. This pricing is applicable to all localities in the United States, and the pricing proposed is inclusive of all prevailing wage requirements. Romtec has found this pricing model for installation to compliment Romtec's flexible and highly customizable model offering for Sourcwell participating entities who are able to purchase turnkey services from Romtec utilizing the Sourcwell contract. In most cases, Romtec's quoted installation pricing for Sourcwell entities is well under the proposed not-to-exceed pricing.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Romtec is proposing a 5% to Sourcwell participating entities from the Catalog Price.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Discount: Purchase of 2 building models will increase the basic discount to 6%. The purchase of 3 or more building models will increase the basic discount to 7%. Note: Volume discount is only applicable to the building models. Romtec offers no rebate programs.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Romtec's proposed method of facilitating "sourced"/"open market"/"non-contracted items" products or related services is to provide the customer a quote for the specific items. At the time that Romtec provides an initial quote and proposal, Romtec can and does provide a separate line item for such products or services. If a purchase order has been received already, a change order would be issued with a quote for the sourced items for the customer to sign and approve.	*

66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Installation Responsibilities When Romtec Is Not the Installer for a Sourcewell Entity Project If Romtec is not contracted as the installer for a Sourcewell Entity's project, installation, storage, and off-loading of the Romtec Building Model are not included in Romtec's proposal or quoted pricing. In such cases, the scope of supply and services provided by the third-party installer typically includes: 1. Site Preparation and Utility Work • Site grading and excavation for structures • Backfill and/or structural backfill All work outside the building footprint, including but not limited to: • Asphalt paving • Gutters and downspouts • Branch circuit breakers • Backflow prevention and drain valves • Landscaping • Site plans • Geotechnical reports • Special inspection services 2. Receiving and Storage of Romtec Building Materials • Off-loading: The installer is responsible for all labor and equipment required to off-load the building package at the project site. This includes providing a forklift with at least 8,000 lb. lifting capacity and 6 ft. fork extensions or equivalent equipment. • Material Protection: The installer is responsible for protecting all delivered materials from weather, damage, and theft. Note: Romtec will provide detailed instructions and recommendations for receiving and storing the building materials. 3. Foundation and Building Package Installation • Construction of foundation or pad • Complete assembly and installation of the building package, including: Structural Installation • Plumbing rough-in and final installation • Electrical rough-in and final installation • All other work within the building footprint as required by code or final plans, unless explicitly supplied or provided by Romtec The cost of these services will be borne by the third-party installer. Installation by a third party is generally procured separately by the project owner through a public bid or another procurement method that complies with the owner's procurement regulations. This work is typically awarded to a licensed General Contractor. Romtec's Sales, Service, and Construction Management teams will coordinate with the selected contractor throughout the bid, installation, and final completion phases of the project. Romtec is committed to supporting the installer to ensure the Sourcewell Participating Agency receives a high-quality completed structure.	*
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67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Romtec's freight is F.O.B. Roseburg, OR and is prepaid and added to the quote/purchase order. Delivery of shipment will be in accordance with a mutually agreed upon timeline as stated in Romtec's Notice to Proceed on Production document.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Romtec terms for shipping to Alaska, Hawaii, Canada, and any offshore delivery is FOB Port of Debarkation for cargo ships. For most project outside of the continental United States, Romtec's shipment scope ends at the Port.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Romtec strategically utilizes drop shipping from a broad network of trusted vendors across the United States to significantly reduce shipping and logistics costs for Sourcewell Participating Entities. By coordinating directly with vendors located near the project site, Romtec can source and deliver key building materials such as roof truss systems, CMU blocks, and other large or heavy components more efficiently and cost-effectively. Our purchasing and estimating departments actively maintain and expand this vendor network to ensure that we are continually offering the most competitive pricing for both materials and freight. This localized sourcing approach minimizes long-distance hauling, reduces lead times, and helps avoid unnecessary freight charges, all of which contribute to lower total project costs for Sourcewell Entities. In addition to providing economic benefits to our direct customers, this approach also promotes local economic development. By sourcing from regional suppliers, Romtec supports small and medium-sized businesses in the areas where projects are being constructed. This creates a ripple effect of value, not just for the Sourcewell member, but also for the surrounding community. Romtec has seen tremendous growth in the use of this drop shipping strategy, particularly through the success and expansion of our offerings as a Sourcewell-awarded vendor. As more clients utilize Sourcewell to procure Romtec structures, our network of local suppliers continues to grow, further enhancing our ability to deliver value nationwide. This scalable logistics model has allowed Romtec to enter new geographic markets, reduce costs for clients across diverse regions, and improve the delivery timeline for complex building packages. The end result is a win-win scenario: Sourcewell Participating Entities receive exceptional value, projects are completed more efficiently, and local vendors benefit from increased business.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Every project quoted by the Romtec Sales Department is reviewed by Romtec's Contract Administrator for compliance. The Romtec proposal and quote is reviewed for the proper percentage discount applied, as well as a detailed review of the pricing to ensure compliance. This document is saved to Romtec's servers along with every quote, and can be provided to the Sourcewell Participating Entity upon request for their procurement department to review.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	If awarded, Romtec will utilize the methodologies we have developed since being awarded the 081721-RMT Sourcewell contract, and expand and develop these procedures. Romtec's Contracts Administrator will be responsible for tracking each purchase order that is received. This is accomplished through the utilization of Romtec's CRM software where all project information resides. Within the software, tasks are set for each project to track the progress of deliverables, payment and invoicing milestones, and ultimately when a project needs to be reported to Sourcewell. Romtec has developed a software reporting system which can pull the information from Romtec's CRM and generate monthly, quarterly, yearly, etc. of sales made through the Sourcewell contract. In addition, all documents such as Excel spreadsheets of quarterly reports and PDFs of Purchase Orders, are stored and backed up on Romtec's own servers. The ability to cross reference this information, provides Romtec with valuable information and measure our success with the Sourcewell agreement.	*

72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Romtec proposes and Administration Fee of 3% payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement.	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Romtec's pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	SST WATERLESS RESTROOMS Romtec offers three styles of waterless restrooms. There is the Original, the Traditional, and the Aspen. The Original Waterless Restroom was Romtec's very first product. It is a single user facility prefabricated out of light and durable polyethylene and delivered on-site ready for installation. The Traditional styles are available with one or two single-user restrooms. The Traditional Waterless Restroom facilities are also prefabricated structures and include options for siding packages, pitched gable roofs, porches, privacy walls, and more. The Aspen Building Models are constructed primarily of concrete masonry block. These models are available with one to six private restroom configurations. The Aspen buildings include the entire array of Romtec design options from siding packages to skylights and more. All of the SST® waterless restrooms come with 750-gallon or 1000-gallon, polyethylene vaults: one per toilet riser. The larger vaults can handle approximately 15,000 uses before they need to be pumped and cleaned. Romtec named its waterless toilets the SST® facilities because they are designed with Romtec's own Sweet Smelling Technology. The SST® design utilizes natural air pressure and prevailing winds to vent odors through the vent stack and away from the building to create a more comfortable atmosphere. A vent screen option is also available to protect wildlife from becoming trapped in the vent. SIERRA MODELS (Conventional Restrooms, Restroom-Concessions, Restroom-Showers) Romtec Sierra Model Restrooms, Restroom-Concessions, and Restroom Shower structures are all designed in-house to meet the exact needs of each project for Sourcewell Entities in all 50 states. Romtec's Sierra Restroom Models provide public facilities that range from simple, one-room structures to large multi-user buildings with storage space. Romtec's Sierra Restroom-Concession Models are diverse structures that make great additions to any recreation facility. The Restroom-Concession building can be configured with a ticket window, food preparation space, office space, extra storage, and more. Romtec's Sierra Restroom-Shower Models are designed with a wide range of standard layouts. Facilities can be provided as separate or combined restroom and shower facilities, and can range in size from single-occupant buildings all the way up to large multiuser buildings and can include changing rooms, washing machine/dryer rooms, storage spaces, or other multi-purpose spaces. PAVILIONS AND SHELTERS MODELS Romtec provides pavilions in three types of materials: logs, steel, and dimensional timber. With these features, there are many design elements that can be included such as column wraps with stone or other siding options. Romtec offers four models of handcrafted log pavilions, ranging in standard sizes from 16' x 20' up to 32' x 40'. These handcrafted log pavilions are designed and built to last. Each log column	*

post is over 14" in diameter while rafters are at least 12" to preserve strength and reduce weight. Romtec's open steel frame pavilions are durable and contemporary structures that make a perfect feature for a park, sports complex, or recreation site. Romtec's steel pavilions range in size from 16' x 20' up to 28' x 45'. This category also includes Romtec's 2, 4, and 6 post steel shelters. Our shelters are versatile structures suitable for many applications, such as control shelters or transportation stops. Romtec's dimensional lumber wood pavilions are constructed of rough-sawn DougFir for an eye-catching appearance with strength, versatility, and durability. These pavilions range in size from 16' x 20' up to 35' x 45'.

UTILITY BUILDING MODELS

Romtec's Utility Building Model offering fulfill very different functions depending on the needs of the Sourcewell Entity's specific use-case. These structures can be designed as simple storage structures for housing maintenance equipment, to large structures designed to house pumping systems or other complex electrical or plumbing equipment. These structures are often sold as a housing structure for Romtec's water pumping systems (described below).

SIDEWALK RESTROOMS

A modern, urban design with an all metal exterior and louvered vents all around the structure for heavy ventilation. This low-cost, prefabricated restroom that can be customized to match local urban scape. Easy to install and maintain with innovative design elements that discourage vandalism, crime, and misuse, making this structure a safer, more durable option for urban areas. These structures come in 1 and 2 user configurations.

ACCESSORIES

Romtec offers restroom related products, most specifically waterless restroom related components, that can be purchased outside of Romtec's Building Model products. These products are typically purchased as replacement parts for Romtec or non-Romtec waterless restroom buildings or as a package of components for the construction of a new non-Romtec waterless restroom. Accessory items include items such as the Toilet Riser, 750/1000 gallon vault tanks, vent pipes, etc.

BUILDING MODEL OPTIONS

These are products are only available to be purchased in-addition to Romtec's Building Model products. Romtec's Building Model Options represent a wide variety of product types that are intended to enhance Romtec's Building Model products. Roof system options, roofing materials, roof extensions, siding packages, toilet options, HVAC systems, drinking fountain options, and lighting options are just a few of the products offered under this category.

PUMPING SYSTEMS (Stormwater, Wastewater Lift Stations, Booster Pump Stations, Clean Water Pumping, Industrial Pumping, Irrigation Systems)

Romtec designs, manufactures, supplies, and installs pump stations for any type of water, in much the same manner as our pre-engineered structures. These pumping systems include applications for Wastewater, Stormwater, Industrial Water, Clean Water Potable Water, and other use cases. Sourcewell Entities get the complete package pump station from design to start-up for any pumping scenario. Romtec provides complete plans, engineering, manufacture and delivery, and start-up, testing, and warranty services for these pumping systems.

INSTALLATION

Romtec offers installation services for all of our Building Models and related Building Model Options. The details of this service are described below in Lines 77-80.

DESIGN/BUILD SERVICES

Design/Build Services are provided on a case-by-case basis for projects in which both the SOURCEWELL Entity and Romtec mutually agree that Romtec will be the best fit for such a solution. Romtec's Building Model, Building Model Options, and Installation Services as defined in this document and in Romtec's standard Scope of Design, Supply, and Installation documents will be priced and discounted per Romtec's Sourcewell pricing for Design/Build Projects. However, services that fall outside of Romtec's typical scope may be included in Design/Build projects as requested by the customer. These services may include: Site Visits, Domestic Water and Sewer Service studies, Civil Plans and Engineering (site plan, grading plans, utility plans, Hydrology and Hydrological Reports, etc.). All of Romtec's scope and exclusions will be detailed in Romtec's Design/Build proposal to the SOURCEWELL Entity. Romtec does not provide Design/Build services exclusive of a Romtec Building Model

		purchase for Sourcewell Entities.	
75	What levels of service (material only, turnkey, other) are being proposed?	Romtec is proposing both material only, which Romtec refers to as our "Design & Supply" package, as well as Turnkey, which includes our Design & Supply package and Installation.	*
76	Does the response include installation services?	Yes. Romtec is proposing installation services for this solicitation.	*
77	If the answer to Line #76 (edited) above is Yes, describe in detail the following elements (Lines #77-80, edited) of installation services.	INSTALLATION SERVICES Installation Services for Romtec Building Models. Romtec's principal contact for all projects is the Romtec Construction Management Department. All communication on the project shall go through the Romtec office. Romtec contacts include: Construction Management: David Smith Construction Foreman: Ken Perry Accounting: Dayna Lewis Shipping/Dispatch: Lindsey Bogan Romtec, Inc., Construction Management Dept. 18240 North Bank Road, Roseburg, OR 97470 541-496-3541 Fax: 541-496-0803 E-mail: dsmith@romtec.com ROMTEC EMPLOYEES AND TRADE SUBCONTRACTORS Romtec shall be responsible for its employees and any other Trade Subcontractors (i.e., plumbing, electrical) working on the project. The work of all persons employed by Romtec and Trade Subcontractors shall be the responsibility of Romtec. Adherence to federal, state and local employment and safety laws by all such persons is Romtec's responsibility. ROMTEC SCHEDULES AND SCOPE OF WORK The agreement between Romtec and our SOURCEWELL customers is contained in the Romtec Proposal/Purchase Order Document; Final Plans and Materials Specification; and the SOURCEWELL Agreement. Any other agreements, documents, or requirements will be negotiated on a case-by-case basis. SITE INSPECTION Romtec shall be responsible for knowing the conditions at the construction site. Owner can provide information about the site, but first-hand inspection of the site by Romtec and Trade Subcontractor(s) is highly recommended. WORK SCHEDULE Romtec will specify days of the week to be worked (i.e., Monday through Friday, etc.). This will comply with all federal regulation as well as local or job specific requirements. Any request to work on weekends or holidays will be requested in writing through the customer. CONSTRUCTION INSPECTIONS At the time of issuance of the building permit, Romtec shall receive from Building Department the list of required building inspections. Romtec shall notify Building Department 48 hours before anticipated inspections, or as required. At each inspection, Romtec shall receive written approval of the work completed. If any part of the inspected work does not pass inspection, Romtec shall receive written explanation of what part(s) of the work is/are deficient and specific written instructions on what is required to correct the deficiency. CONSTRUCTION TO CONFORM TO PLANS, SPECIFICATIONS, SCOPE OF WORK The Romtec Proposal/Purchase Order; Final Sealed Plans, Materials Specification and the SOURCEWELL Agreement are the governing documents for the project. Construction of the building shall conform to the governing documents. Any changes or deviations from these documents must be submitted to Romtec in writing from the governing representative or project manager. If this entails additional charges a Change Order will be generated for approval by both parties. BUILDING CODES COMPLIANCE The design of the building and manufacture of all its components comply with national, state and local building codes. Romtec has submitted the plans and specifications to the customer in charge of the project and has received approval to construct the building as drawn and specified. Romtec and our Trade Subcontractors shall construct the building according to the Romtec Final Plans and Materials	

Specification. If any part of the plans and specifications do not meet applicable building codes, the customer shall notify Romtec immediately. All inquiries related to code compliance shall be directed to Romtec.

CHANGE ORDERS

The customer must specify any change order in writing to Romtec. If such a change order is agreed to between the Sourcewell Agency and Romtec, Romtec will provide a written change order and specification change to the customer for approval. Only can Romtec communicate change orders to Trade Subcontractors.

TRADE SUBCONTRACTOR-SUPPLIED MATERIALS

Trade Subcontractors are responsible for supplying any items required by building codes, which are not supplied by Romtec, unless these items are expressly stated as supplied by Others.

ITEMS SUPPLIED BY OTHERS

Materials to be supplied by others (i.e., Customer, Owner, utility company, etc.) are listed in the Materials Specification as "Supplied by Others." Trade Subcontractors may be required to install such materials.

ITEMS NOT SUPPLIED BY ROMTEC OR TRADE SUBCONTRACTORS

Materials excluded from supply by both Romtec and Trade Subcontractors are listed in the Materials Specification as "items not supplied by Romtec or Installer." For example, neither Romtec nor their Trade Subcontractors shall supply a sidewalk around the building perimeter, unless the supply of such a sidewalk is expressly stated in the Plans and Materials Specification. Any description of such materials is for the future use by Owner after the installation of the building is completed. Note: The Exterior Concrete Pad Within Building Footprint is supplied by Installer and is listed as such in the Materials Specification. This is the concrete pad located between the building's privacy walls at the restroom entries.

LANDSCAPING NOT SUPPLIED

Landscaping materials and labor are not included in the project. Such materials and labor shall not be supplied by Romtec or Trade Subcontractors.

TEMPORARY EROSION CONTROL

Romtec shall supply temporary erosion control, suitable to conditions at the construction site.

TEMPORARY CONSTRUCTION FENCE

Romtec shall erect a temporary fence around the construction site and shall maintain the fence for the duration of the project. Romtec and Trade Subcontractors shall limit access within the fenced area to only those persons authorized to be present there.

TEMPORARY TOILET FACILITY

Romtec shall supply and maintain a temporary portable toilet at the construction site for the duration of the project.

TEMPORARY ELECTRICAL POWER TO CONSTRUCTION SITE

Romtec shall be responsible for supplying electrical power to the site by whatever means necessary for construction purposes if electrical power is not available at the construction site.

TEMPORARY WATER TO CONSTRUCTION SITE

Romtec shall be responsible for supplying water to the site by whatever means necessary for construction purposes if water is not already available to the construction site.

SITE PLAN, BUILDING LOCATION, ORIENTATION, FINISH FLOOR ELEVATION

The Project Manager or authorized representative of the customer shall supply a detailed site plan to Romtec. This should include accurate identification and marking of the building location, orientation and finish floor elevation. Romtec shall verify with Owner or Owner's representative, the building location, building orientation and finish floor elevation before beginning construction.

Note: The term, "Plan North" is for identification on the plans only. Actual site orientation of the building may be different from that that shown on the plans.

UTILITY LOCATES, SITE EXCAVATION & PREPARATION FOR CONSTRUCTION

Romtec is responsible for ordering the location and marking of all underground and overhead utilities and other services on and adjacent to the site prior to beginning excavation. Romtec shall maintain such marks throughout the project. If utilities and other services conflict with the building construction site, Romtec shall contact the authorized Agency Representative immediately. Spoils from site excavation shall be dealt with as directed by the customer.

DELIVERY & OFF-LOADING OF BUILDING AT SITE

Romtec shall coordinate delivery of building materials with the Customer. Romtec shall unload trucks delivering building materials shipped by Romtec and other suppliers. A forklift with fork extensions and capable of handling 8000 lbs. is the minimum requirement. Romtec's contractor personnel on site shall inspect delivered materials at the time of delivery and report, in writing, any damage or shortages to the home office and the delivery company.

TEMPORARY STORAGE OF BUILDING MATERIALS

Romtec shall store building materials in a secure and safe manner throughout the project. If the fenced construction site does not provide adequate security, Romtec shall provide additional secure storage, either on or off site.

FINISHED GRADE & DRAINAGE OUTSIDE BUILDING

Romtec shall be responsible for ensuring that the finished grade outside the building slopes away from the building, for a minimum width of five feet, to provide adequate drainage away from the building and foundation. Gutters and downspouts are not included with the building. No special surface water drains are included in Romtec's proposed installation services.

CONSTRUCTION BEYOND BUILDING FOOTPRINT

Except as included in the Proposal/Purchase Order, Plans, Materials Specification, or as negotiated and priced outside the SOURCEWELL schedule with the Customer, no construction beyond the building footprint shall be construed to be part of the project. The building footprint is defined as the area covered by the building and to a distance five feet out from the building's foundation.

UTILITIES TO FINISHED BUILDING

The Customer is responsible for supplying utilities (electric, water, sewer/septic) to within five feet of building. Romtec makes no claims as to the suitability of such utilities for use with the restroom building to be supplied.

Electric: Unless specified otherwise in the Romtec Final Sealed Plans and Materials Specification, the Customer and electric utility are responsible for supplying underground electrical service to the building. If an electrical meter is required at the building, the meter shall be supplied and installed by the electric utility company. Power lines to the electrical meter shall be supplied and installed by the electric utility company.

Water: Unless specified otherwise in the Romtec Proposal/Purchase Order, Final Sealed Plans and Materials Specification, the customer and water utility are responsible for supplying a water line within ten feet of the building foundation. Romtec shall connect the building's main water pipe to this water line. The Customer and water utility are responsible for supplying adequate water pressure to the building. Romtec's minimum requirement is 50-psi pressure in a 1.5" diameter pipe with adequate volume to operate the plumbing fixtures as specified by the fixture manufacturers. Romtec shall confirm that the existing water source provides at least the minimum required water pressure and volume. Romtec shall supply and install a water shut-off valve and drain to be located approximately five feet from the building foundation. The valve and drain shall be accessible and located within a utility box to be supplied by Romtec.

Sewer/Septic System: Unless specified otherwise in the Romtec Final Sealed Plans and Materials Specification, Owner and sewer utility are responsible for supplying a sewer or septic tank drain line within ten feet of the building foundation. Romtec is responsible for connecting the building's main drainpipe to this sewer or septic tank drain line. If required by state and local plumbing codes, Romtec shall supply and install a sewer backflow check valve to be located approximately five feet from the building foundation. The backflow check valve shall be accessible and located within a utility box to be supplied by Romtec.

78	How does the Participating Entity select an installer?	In the case that the Sourcewell Participating Entities have chosen not to utilize Romtec as the installer of our building packages, the Sourcewell Participating Entity can bid the installation of the owner supplied building package to local general contractors. In this case, Romtec will provide complete specifications for the building package, as well as For Construction plans to provide to bidders. Romtec's Construction Management team will also be available pre and post bid to discuss any questions that the bidding or awarded contractor may have regarding the installation of the Romtec structure. In certain cases and locations, Romtec has developed a network of 3rd party installing contractors that have previously installed our structures and may be able to recommend installers to the Sourcewell Participating Entity. The Sourcewell Entity may also have General Contractors under contract that can provide the installation of our structures. Due to the nature of Romtec's products, any General Contractor with the ability to perform concrete, masonry, carpentry, electrical/mechanical, and plumbing construction should be able to complete the installation of Romtec products for the Sourcewell Entity.	*
79	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Romtec's installers are licensed General Contractors in multiple states. Further, Romtec and it's installers will obtain any required state or local licensing needed for a particular project where Romtec is not already licensed. Romtec will also meet any necessary insurance or bonding requirements a Sourcewell entity's jurisdiction may require. Romtec's installers complete 20-50+ projects a year in multiple states and have been performing installation work for Romtec for over 20 years. For projects in which 3rd party installers will perform installation work, the Sourcewell entity will typically bid this work to local General Contractors. Bid requirements should include all necessary jurisdictional licensing, insurance and bonding requirements. Because Romtec structures utilize conventional construction materials and methodologies, 3rd party installers with experience in concrete, masonry, carpentry, electrical, plumbing, and mechanical installation can install Romtec structures. There is no specialty experience needed other than these trades.	*
80	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	Yes, Romtec has standard installation terms and conditions that are included with our "turnkey"/installation proposals. These terms and conditions have been uploaded with Romtec's response in the "Line Item 59-80 Transaction Documents" zip file.	*
81	Describe applicable vandalism resistance or vandalism abatement measures or attributes incorporated in the design or manufacture of your products.	Romtec offers a number of vandal resistant and abatement options. Romtec Building Model Options include stainless steel fixtures such as toilets, sinks, toilet paper dispensers, drinking fountains, vandal resistant lighting fixtures, motion sensor lighting, and timed door locks. Romtec also offers anti-graffiti coatings for exterior surfaces such as CMU block and siding packages, as well as epoxy flooring options. Further, Romtec frequently custom designs vandal resistant features for more challenging circumstances. Utilizing our in-house metal shop fabrication, Romtec can provide custom steel gate/door systems. These custom door systems can be padlocked in the open position during the day and in the closed position at night for additional security. Romtec can also design ground level extended louvers which provide ventilation, and also allows the owner's staff or law enforcement to monitor occupancy while maintaining the privacy needed in such facilities. All of these features and more can be combined to design restrooms and other public use facilities for urban or other challenging environments. Romtec has the knowledge, experience, and manufacturing capabilities to design secure facilities for Sourcewell participating entities and address their concerns about vandalism in an efficient and effective manner.	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
82	Flush, waterless (vault), or compostable toilets and restrooms	☒ Yes ☐ No	Romtec offers a variety restroom structures. Romtec waterless (vault) restrooms come in two distinct varieties: Prefabricated polyethylene structures and CMU block structures. Romtec plumbed restroom models are CMU block structures. Romtec also offers prefabricated steel plumbed restroom structures in one and two-user configurations.	*
83	Showers and changing rooms	☒ Yes ☐ No	Romtec utility building models can be configured as standalone shower and changing room structures.	*
84	Combination restroom, shower, changing room, and ancillary or accessory use structures or facilities	☒ Yes ☐ No	Romtec offers a variety of combination restroom-shower, restroom-concession, restroom-pavilion, and restroom-storage building structures. These structures are designed to encompass a wide variety of use cases from small single and double user occupancy, to large multi-use facilities.	*
85	Equipment, products, accessories, and supplies related to the solutions described in subsections 82-84 above	☒ Yes ☐ No	Romtec offers a tailored line of restroom accessory items that can be purchased separately from the building model offering. These products are related to restroom structures in general, and more specifically toward the waterless vault toilet components that Romtec has developed over the last 46 years. Romtec also offers a wide variety of Building Options that are intended to be purchased in conjunction with our Building Model structures.	*
86	Services related to the solutions described in subsections 1. a. - d. above, including design-build services, site assessment, site preparation, customization, delivery, assembly, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions.	☒ Yes ☐ No	Romtec offers a range of standard Services that relate specifically to our Building Model products proposed in this solicitation. The first service offered is delivery. Romtec Design and Consultation Services intended for customization services. Design-Build Services are provided on a case-by-case basis to be determined by the Sourcewell Entity and Romtec. Romtec includes a standard 1-year warranty for every building.	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 87. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Romtec Proposed Price List 5-27-25.xlsx - Tuesday May 20, 2025 11:29:16
 - [Financial Strength and Stability](#) - Financial Information.zip - Wednesday May 21, 2025 15:46:49
 - [Marketing Plan/Samples](#) - Romtec - Sourcewell Marketing Plan.pdf - Wednesday May 14, 2025 11:39:48
 - [WMBE/MBE/SBE or Related Certificates](#) - Romtec - Disadvantaged Business Representation.pdf - Monday May 12, 2025 13:02:42
 - [Standard Transaction Document Samples](#) - Line Item 59-80 Transaction Documents.zip - Thursday May 22, 2025 13:19:27
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Romtec Catalog.pdf - Wednesday May 21, 2025 11:43:59

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kristopher Lamar, Contracts Administrator, Romtec, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Restroom and Shower Facility Solutions 052725 Mon May 19 2025 08:41 AM	☒	1
Addendum 1 Restroom and Shower Facility Solutions 052725 Thu May 15 2025 07:13 AM	☒	1



ROMTEC

Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Pittsburg City Park
Customer: City of Pittsburg
Location: Pittsburg, California
Date: October 3, 2025



OVERVIEW

The following is a general scope of products and services that will be included as part of the Romtec's work. Romtec's proposal includes supply and installation work for the specified building kits as defined in the separate previously executed agreement dated 10/22/24 and subsequent executed contract Change Order No. 2 dated 5/16/25. Specifically, this proposal includes the following items and work as defined in the separate previous agreement and change order. Note that the previous agreement is not related to this proposal or any new agreement and is used only for purposes of defining the scope of work items.

- A. Manufacturing of Double Restroom Building (Previous Schedule of Values Item 2, partial)
- B. Delivery of Double Restroom Building Package (Previous Schedule of Values Item 3)
- C. Freight for Double Restroom Building (Previous Schedule of Values Item 4)
- D. Installation of Double Restroom Building Package (Previous Schedule of Values Items 11-16, including demolition of existing building)
- E. Sales Tax as required

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is **2** months. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by **2/15/2026**. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than **11/15/2025**
 - b. Romtec site delivery/mobilization to begin no later than **2/15/2026**
 - c. Romtec construction complete no later than **4/15/2026**

Note: All site prep activities must be completed (by others) before Romtec can schedule mobilization of the install crew. Any changes to the schedule caused by others or outside of Romtec's control will result in price changes. Any delay to mobilization requires rescheduling based on the availability of Romtec's install crew. Romtec's install crew does not remain on standby during extended delays caused by others.
2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The approving authority must perform a walk through and sign off immediately upon completion of Romtec's installation scope. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.

1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
6. **Site Utilities.** Site utilities (as applicable, electrical, water, gas, and sewer) must be in place and operational prior to Romtec's mobilization to the site unless otherwise stated herein.
7. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage required.
 2. Compliance with Davis Bacon Act required.
 3. **NO** Skilled and Trained Workforce compliance included.
 4. **NO** Project Labor Agreement compliance included.
 5. **NO** LCP tracker.
8. **Abatement**
This proposal does not include any hazardous materials survey or abatement work. Any required abatement must be completed prior to Romtec's mobilization for installation work.

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
 - a. Romtec provides the SSDIS in Romtec's standard electronic submittal format.
 - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
 - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production
 - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
 - b. The customer's approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
 - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set and requests Notice to Proceed on Production

- a. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec's standard electronic format (and no other, see Section 4.5.6 below). The full plans are for review by the local building department (or relevant permitting authority).
 - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 - c. Romtec's standard plan size is 11"x17".
5. The local building department reviews and comments on the Romtec plans
 - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
6. The local building department approves the revised Romtec plans
 - a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation
 - a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
 - b. Romtec Installer completes installation.
 - c. Romtec's warranty period begins.

2. Structure

Romtec will supply structural materials as defined in the separate previously executed contract dated 10/22/24 for the Double Restroom building.

3. Restroom and Plumbing Fixtures

Romtec will supply plumbing fixtures and accessories as defined in the separate previously executed contract dated 10/22/24 for the Double Restroom building.

4. Electrical Fixtures

Romtec will supply electrical fixtures per the separate previously executed contract dated 10/22/24 for the Double Restroom building.

2. Romtec Demolition

Romtec will perform demolition work for the existing building per the separate previously executed contract dated 10/22/24 for the Double Restroom building.

3. Romtec Fabrication and Installation

Romtec will perform fabrication and installation work per the separate previously executed contract dated 10/22/24 for the Double Restroom building.

4. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. **Soil Disposal**

Romtec is not disposing of any soils from the site.

3. **Surveying and Staking**

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Utilities (All Structures)

1. **Site Utilities**

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. **Electrical Transformer(s), Service Meter(s), and Meter Base(s)**

Romtec is excluding the supply and installation of any required electrical transformer, service meter, and meter base. If required, these items must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. **Electrical Junction Box**

Romtec is excluding the supply of any required external electrical junction box associated with the Romtec building(s). Any required external junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. **Other Electrical**

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

3. Site Concrete and Landscaping (All Structures)

1. **Sidewalks and Sidewalk Approaches**

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. **Landscaping**

Romtec is excluding the supply and installation of any landscaping.

1. Demolition

1. **Demolition Plan(s)**

Romtec is not responsible for the creation or evaluation of demolition or abatement plans.

2. **Permits**

Romtec is not responsible for applying for, obtaining, or maintaining any required permits related to demolition activities, including but not limited to demolition permits and air quality permits.

3. **Hazard Analysis Report**

Romtec is not responsible for producing or performing any Hazard Analysis Reports.

4. **Handling and Removal of Hazardous Material**

Romtec is not responsible for handling or removal of any hazardous material from the site.

5. **Utilities**

All electrical, gas, and water services must be shut off prior to Romtec's arrival for demolition work. This includes any coordination, scheduling, and labor associated with the removal of an electrical meter base, if applicable.

6. **Metal Utility Piping**

Romtec is excluding any required cutting/capping of metal piping associated with water, sewer, or gas utilities.

4. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:

1. All Permits related to construction and installation of Romtec Building 2. Bonding (unless otherwise stated) 3. Storm water and/or pollution prevention plans 4. Erosion control plans 5. Site specific safety plans 6. Site specific protection plans 7. Tree protection plans 8. Site preparation per geotechnical report 9. Backfill required for all structures 10. Additional licenses except for a City Business License, if required 11. Special inspection services 12. Rock excavation 13. Demolition of existing structures 14. Removal of excavated materials 15. Site grading or asphalt paving	16. Masonry pavers 17. Booster pumps &/or pressure reducing valves 18. Backflow check valves 19. Fire alarm & fire suppression equipment 20. Irrigation Equipment 21. Gutters and downspouts 22. Lighting equipment not attached to the building 23. Electrical transformer(s), external electrical junction box(es), service meter(s)/meter base(s) 24. Landscaping 25. Plumbing freeze protection 26. Site plans 27. Sidewalks 28. Construction mock-ups 29. Construction fencing
--	--
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.

4. Romtec does not provide LEED/CALGreen or similar compliance submittals, forms, or documentation as a standard service. Romtec can assist in providing information for products that may meet LEED/Green compliance standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED/CALGreen or similar standards. Any changes due to compliance requirements may result in a price change and increased lead time.
5. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.
6. Romtec's building plans have been approved by permitting authorities in hundreds of jurisdictions. Romtec's plans will be provided in Romtec's standard format only. No elective formatting changes, product color selections, interior elevation drawings, equipment not supplied by Romtec, informational tables, formatting coordination with plans by others, or any other formatting requests or customer directed elective changes will be made to or shown on the Romtec building plans.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

5. Warranty and Limitations

1. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

2. Disclaimers

1. Stone and mineral products such as tile, stone veneer, and concrete will all show surface cracks over time due to multiple factors, including building settling, wall movement, environmental conditions, and maintenance/upkeep (or lack thereof). Romtec cannot guarantee that stone products in the building will not eventually crack. Repairing of cracks in stone products is a maintenance issue, not a warranty issue. In other words, stone products in the building may eventually crack, and repair of these cracks is not covered under the Romtec warranty.
2. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



03/14/2025

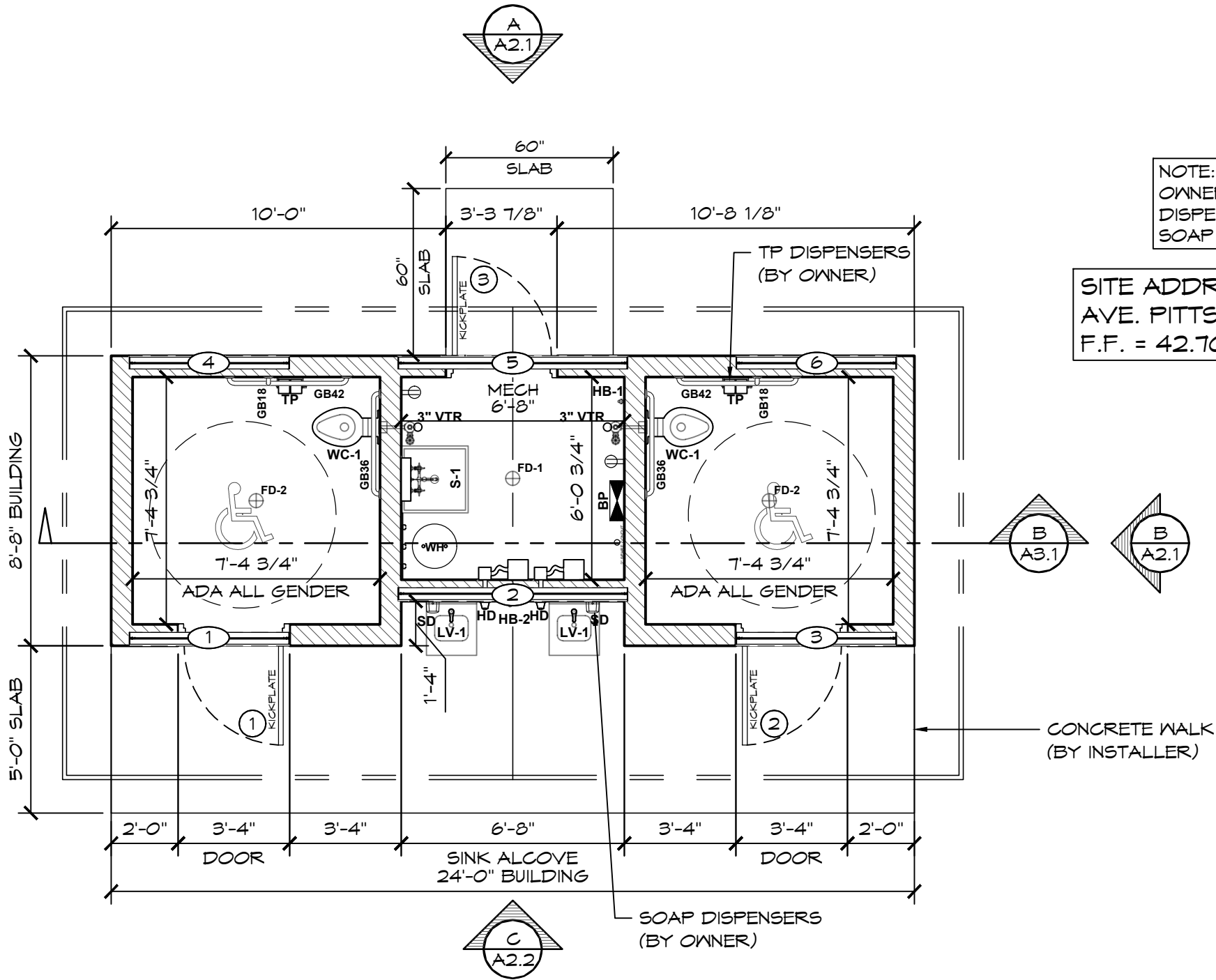


www.romtec.com
(541) 496-3541 FAX (541) 496-0803

PSE Consulting Engineers, Inc.
www.structure1.com
Klamath Falls Office
250 Main Klamath Falls, Oregon 97603
Phone: (541) 850-6300 Fax: (541) 850-6233
info@structure1.com
ROMTEC # 225-005

NOTE:
OWNER SUPPLIED TP
DISPENSOR AND
SOAP DISPENSOR

SITE ADDRESS: 60 CIVIC
AVE. PITTSBURG, CA 94565
F.F. = 42.70



1

FLOOR PLAN

SCALE: 1/4" = 1'-0"

A

D

C

B

PROJECT: **PITTSBURG CITY PARK - DOUBLE**
PITTSBURG, CALIFORNIA
SHEET TITLE: **FLOOR PLAN**

PROJECT #:		PSP01
DATE:		01/09/25
DRAWN BY:		NP
REV.	DATE:	BY:
3	01/23/25	NP

REVISIONS:

SHEET NO. **A1.1**

ROMTEC
www.romtec.com
(541) 496-3541 FAX (541) 496-0803

PROJECT: _____

PITTSBURG CITY PARK - DOUBLE
PITTSBURG, CALIFORNIA

SHEET TITLE: _____

EXTERIOR ELEVATION VIEWS

PROJECT #: PSP01
DATE: 01/09/25
DRAWN BY: NP

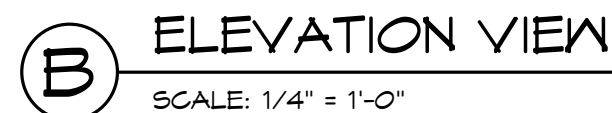
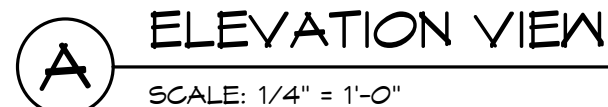
[illegible]

REVISIONS:

A2.1

SHEET NO

© 2025 ROMTEC, INC. ALL RIGHTS RESERVED. THESE PLANS AND DRAWINGS MAY NOT BE REPRODUCED, ADAPTED OR FURTHER DISTRIBUTED, AND NO BUILDINGS MAY BE CONSTRUCTED FROM THESE PLANS, WITHOUT THE WRITTEN PERMISSION OF ROMTEC, INC.



ROMTEC
www.romtec.com
(541) 496-3541 FAX (541) 496-0803

Architectural elevation drawing of a building facade. The drawing shows a central entrance area flanked by two side entrances. The central area contains two sinks with mirrors and soap dispensers. The side areas each have a door with a window. The roof is gabled with vents. The walls are made of concrete masonry blocks (CMU). The drawing includes various callouts for materials, fixtures, and signs.

Callouts and specifications:

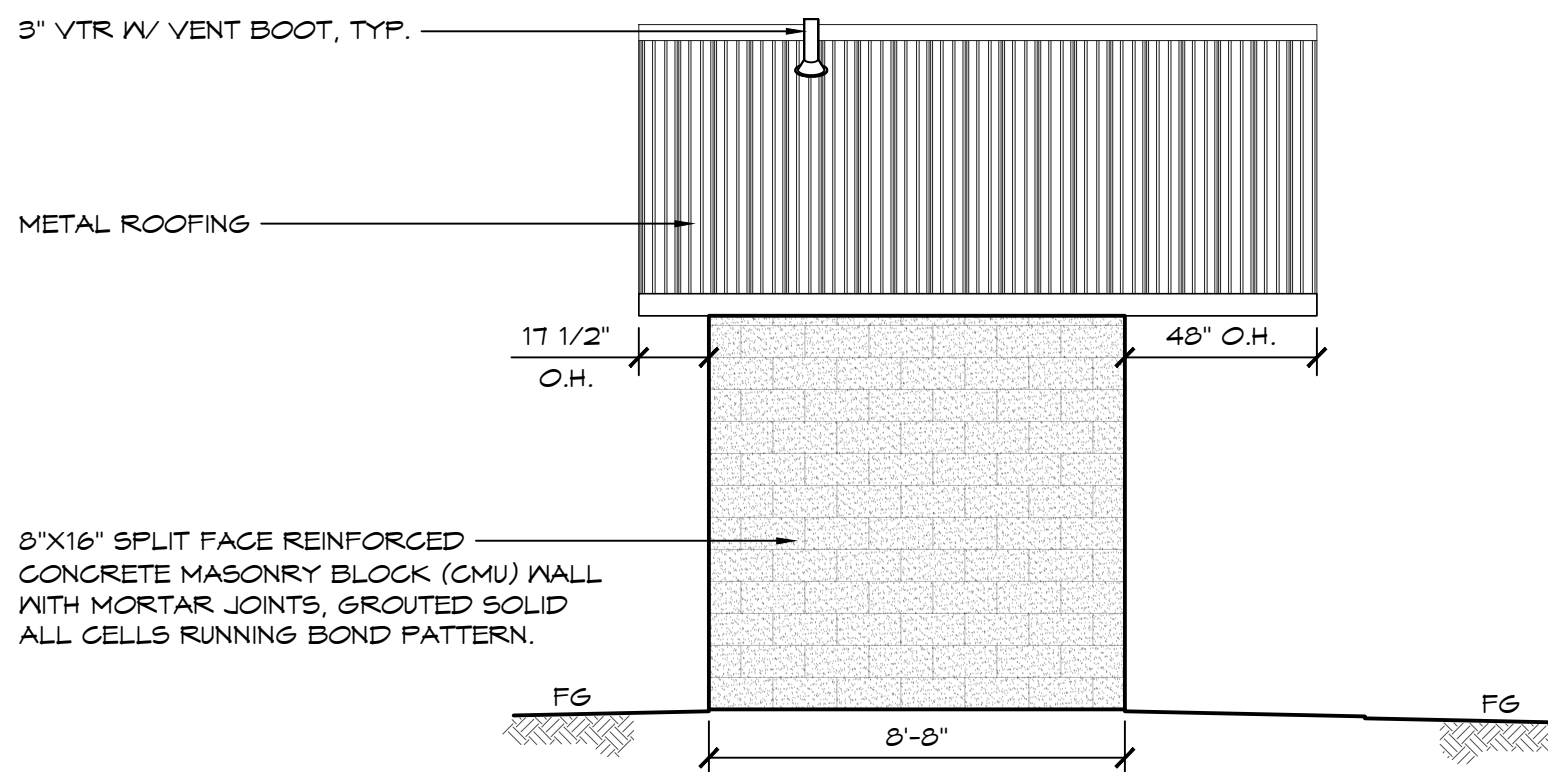
- 3" VTR W/ VENT BOOT, TYP.
- RIDGE VENT, TYP.
- RED SECURITY LIGHT
- GABLE VENT, TYP.
- WALL MOUNT LIGHT, TYP.
- ALL GENDER PICTORIAL ADA SIGN PER CBC 2019 11B-703.7.2.6
- ALL GENDER ISA WITH BRAILLE SIGN PER ADA & CBC 2022 11B-703
- 8"X16" SPLIT FACE REINFORCED CONCRETE MASONRY BLOCK (CMU) WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.
- SOAP DISPENSERS (BY OWNER)

Dimensions and other notes:

- 17 1/2" O.H.
- 10"
- 60"
- 24'-0"
- 4'-2"
- 10'-8"
- 6'-8"
- FG

ELEVATION VIEW

C ELEVATION VIEW
SCALE: 1/4" = 1'-0"



(D) ELEVATION VIEW
SCALE: 1/4" = 1'-0"

PROJECT: _____

PITTSBURG CITY PARK - DOUBLE
PITTSBURG, CALIFORNIA

SHEET TITLE: _____

EXTERIOR ELEVATION VIEWS

PROJECT #: PSP01
DATE: 01/09/25
DRAWN BY: NP

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REVISIONS:

SHEET NO

A2.2

PURCHASE AGREEMENT



18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Proposal Date

10/3/2025

#052725-RMT

Pittsburg City Park Phase 2 (Double Restroom)

Customer: City of Pittsburg
Mariana Mena
65 Civic Avenue
Pittsburg, CA 94565



CA DIR# 1000002582

California CCB# 849246

Quantity	Building Proposal Description	Extended Price
1	Romtec Double Restroom - "Design & Supply" per Romtec Scope of Supply & Services dated 10/3/2025	\$ 21,979.00
Sourcewell DISCOUNT: Available only to members of Sourcewell.		9.00% \$ (1,979.00)
Estimated Tax:		\$ 1,850.00
Freight/Packaging to: Pittsburg, CA		\$ 6,086.75
ROMTEC INC. SUPPLY SUBTOTAL		\$ 27,936.75
Double Restroom - "Demo & Installation" per Romtec Scope of Supply & Services dated 10/3/2025		\$ 232,126.24
ROMTEC INC. PURCHASE ORDER TOTAL		\$ 260,062.99

*Sales tax is required to be assessed at the time of delivery. Any sales tax amount shown above is an estimate only until the time of delivery. Romtec's invoicing will include any interim tax increases between the proposal date and delivery date.

*The price above is valid for thirty (30) days from the proposal date. If the Customer has not returned the signed Purchase Agreement within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

*The price above requires that the customer release the order for production within ninety (90) days of the proposal date. If, for any reason, Romtec, Inc. has not received formal Notice to Proceed with Production within ninety (90) days of the proposal date, Romtec, Inc. reserves the right to update the price to include inflationary cost changes.

*Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.

The prices quoted herein and anticipated lead times are based on the current tariff rates, duties, government charges, trade regulations, and product availability as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority in a manner that affects Romtec or any of Romtec's applicable suppliers/vendors for this order, Romtec reserves the right to adjust the pricing and delivery schedule of the affected goods to reflect the increased costs and/or lead times.

The price above is contingent on the use of this Purchase Agreement only. Any proposed modifications to the terms or use of an external purchase agreement may result in a price increase. Signing this form is explicit acceptance of the Romtec Terms & Conditions.

Customer/Owner Authorized Signature	Date	Signed by: Dayna M Lewis	Date: 10/23/2025
Customer/Owner Printed Name		Romtec Inc. Authorized Signature	Date
Customer/Owner Company		Dayna M Lewis	
		Romtec Inc. Printed Name	



Turnkey Purchase Agreement Terms & Conditions

Rev. Date: 5/20/2025

Credit, Invoicing, and Payment

1. For all purchases whereby Romtec's customer (Customer) is not pre-paying one-hundred percent (100%) of the total contract value, Romtec, Inc. (Romtec) will provide a Schedule of Values for the project based on the available project info, including but not limited to the Customer's credit report, any applicable bond info provided by the Customer, and the mutually agreed project schedule. Customer agrees to promptly provide project info upon Romtec's request, including but not limited to the Customer's legal info and billing address with accounts payable contact info, the project site address(es), and a copy of any applicable payment bond(s).
2. Customer may submit payments via check, wire transfer, or credit card (Visa, MasterCard, Discover or American Express). A separate fee will be charged for payments exceeding \$20,000 made by credit card.
3. For all purchases whereby the Customer is not pre-paying one-hundred percent (100%) of the total contract value, Romtec is effectively extending credit terms to the Customer by providing the Schedule of Values. Romtec reserves the right to modify the Schedule of Values based on changes to the customer's credit info, bond info, failure by the Customer to pay as agreed, or any other relevant info in Romtec's sole discretion.
4. Unless otherwise specifically included in the Romtec Purchase Agreement, tax amounts for sales, use, consumption, value added, or other goods/services related taxation is not included in the purchase price. Sales tax for goods is assessed at the time of delivery, so any sales tax amount included in the purchase price and/or Schedule of Values is an estimate only until the time of delivery.
5. Notwithstanding any external agreements between Customer and a project owner (Owner) or other entity, Customer's payment(s) to Romtec are not conditional upon Customer receiving payment from any other entity or per any external terms. Romtec may in its sole discretion coordinate the Schedule of Values to accommodate Customer payment preferences or Customer's external obligations, but no external terms shall affect the agreed Schedule of Values, payment terms, purchase agreement terms & conditions, or any other aspect of the purchase agreement unless explicitly agreed in writing by both Customer and Romtec.
6. Unless otherwise specifically agreed in the Schedule of Values or in writing, Customer payments to Romtec are due Net 30 of invoice date.
7. If the Customer fails to make timely payment(s) as agreed, past due amounts shall bear interest and Customer agrees to pay interest at the rate of fifteen percent (15%) per annum, or the highest rate allowed under applicable law, with interest accruing beginning at the original payment due date. Romtec may also require pre-payment of any remaining payment milestones as a condition of Romtec's continued performance.
8. For all Customer accounts that are fifteen (15) days or more past due, Romtec may in its sole discretion withhold performance of Romtec's obligations under the purchase agreement until the Customer's account is fully paid and in good standing. Notwithstanding any terms herein, the Romtec warranty period will not be affected or tolled.
9. If the Customer fails to pay as agreed for any reason, the Customer shall be liable to pay Romtec upon demand for any costs, expenses, and damages of any kind incurred in Romtec's pursuit of collecting payment, including but not limited to attorney fees, regardless of whether formal litigation is commenced.

Warranty

10. Romtec's standard warranty terms can be reviewed at the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>
11. Romtec reserves the right to update its standard warranty terms at any time. The most current terms of the Romtec warranty at the date of purchase agreement execution will remain in effect for that agreement.
12. Notwithstanding any other terms herein, any modification of the standard Romtec warranty that is explicitly included in the purchase agreement documents shall supersede the standard Romtec warranty terms. For example, if Romtec agrees to include an extended warranty period, the agreed warranty period will be as defined in the purchase agreement documents.

13. Unless another specific time period is agreed in writing, the Romtec warranty period begins upon Romtec's completion of installation work and demobilization from the project site.
14. In the event that for any reason Romtec delivers goods to the Customer prior to Romtec's mobilization for installation work, Romtec may, in Romtec's sole discretion, agree to delay the warranty start date for the delivered goods for up to six (6) months from the delivery date. The Customer (or Customer's receiving agent) remains responsible for protection and preservation of delivered goods while the goods are not in Romtec's possession.
15. In Romtec's sole discretion, any request or requirement for Romtec to begin its warranty on delivered goods that Romtec has been prevented from installing later than six (6) months from delivery of the Romtec goods (other than a delay caused by Romtec) may result in a change order for the extended warranty period.

Changes, Delays, and Termination

16. Customer may request change(s) to Romtec's scope of work at any time, and Romtec will respond to the Customer's request within a reasonable time to confirm whether the changes are feasible. If the requested change(s) are feasible, Romtec will provide a proposed change order for Customer's review that includes a description of the change(s) and the pricing for the change(s). If the Customer agrees with the change order, they shall sign and return the change order to confirm. If the Customer does not agree to the change order, they shall explicitly reject the change in writing, and Romtec will not proceed with the change order work or related price adjustment.
17. Unless otherwise agreed in writing, Romtec's change order pricing is valid for 30 days from the CO date shown on Romtec's proposed change order. If the Customer has not formally accepted the change order before the 30-day expiration, Romtec may update the change order pricing at any time thereafter in its sole discretion.
18. From time to time, Romtec may receive comments/markups on the Romtec preliminary submittal, full plan set, or construction submittals from various reviewers and authorities. If these comments/markups require Romtec to make changes that affect the price or project schedule, Romtec will provide a proposed change order and proceed in the same manner as described above.
19. Time is of the essence of this purchase agreement for performance by both Romtec and the Customer.
20. Customer agrees that the project schedule will be adjusted as needed for any changes.
21. For any delay to the agreed project schedule that is not caused by Romtec or under Romtec's control, Romtec shall not be liable for any incurred costs nor liable for any affect on the project schedule, and the Customer agrees to accept and pay for a corresponding price change and project schedule adjustment, or else the Customer may terminate the purchase agreement for its convenience per the applicable terms herein. Furthermore, if such delay not caused by Romtec impedes Romtec's progress such that Romtec cannot complete the work within 6 months of the agreed time, Romtec may in its sole discretion invoice the customer for all work completed up to the invoice date, and Customer agrees to pay such invoice within a reasonable time, notwithstanding any separate agreed Schedule of Values or conflict to these terms therein.
22. In the event that Romtec is responsible for a delay to the agreed project schedule, Romtec will make commercially reasonable efforts to mitigate the delay. Romtec is not liable for any damages of any kind to the Customer, Owner, or any other party in event of a delay by Romtec unless specific types and amounts of damages are explicitly agreed in writing by Romtec. Customer agrees to accept any required schedule change because of a delay, or else the Customer may terminate the agreement for its Convenience per the terms defined herein.
23. In the event of any other default or breach of this agreement by Romtec that is not cured by Romtec within a reasonable time, Customer's sole remedy shall be to terminate the agreement per the terms defined herein.
24. Unless alternate termination terms are explicitly approved by Romtec in writing, in the event of termination of the purchase agreement by the Customer for any reason, Romtec shall cease work as quickly as commercially reasonable and attempt to mitigate costs of termination to the extent commercially reasonable. Upon termination for any reason, Customer shall pay Romtec a termination fee per the following fee schedule.

- a. Termination prior to Customer formally approving the Romtec preliminary submittal (SSDIS): 30% of the supply portion of the contract value plus 25% of the installation portion of the contract value.
 - b. Termination prior to Customer formally releasing Romtec to begin production of the order, but after formally approving the preliminary submittal: 75% of supply portion of the contract value plus 25% of the installation portion of the contract value.
 - c. Termination after Customer formally releases Romtec to begin production of the order, but prior to Romtec's mobilization for installation work: 100% of the supply portion of the contract value plus 25% of the installation portion of the contract value.
 - d. Termination after Romtec has mobilized for installation work: 100% of the supply portion of the contract value plus payment for any installation work completed prior the termination, payment for any installation materials procured prior to the termination, and payment for Romtec' demobilization and administrative costs.
 - e. In any case, the total payment due for termination shall not exceed the total agreed purchase price, inclusive of any agreed change orders.
25. Any other agreed termination terms notwithstanding, in any event the Customer shall pay Romtec upon request no less than the amount due for work completed prior to any termination.

Project Schedule

26. If a project schedule is included in the purchase agreement documents, then any changes to that project schedule must be agreed in writing by both Romtec and the Customer.
27. If a project schedule is not included in the purchase agreement, then no specific performance times by Romtec are guaranteed, and the Customer and Romtec shall establish a mutually agreed project schedule at their earliest convenience.
28. Romtec has no control over the timing of review and approval of any Romtec submittal(s) by the reviewing authority, and Romtec shall not be liable for any delay, interim cost increases, or damages caused by a reviewing authority's time to review and approve Romtec's submittal(s).
29. Romtec cannot provide firm production or delivery lead times until at minimum two (2) weeks after the Customer formally releases Romtec to begin production of the order.
30. If Romtec's installation work is delayed or suspended for any reason beyond Romtec's control, and Romtec agrees to adjust the project schedule, the project schedule shall be adjusted in accordance with the availability of Romtec's installation crew(s).

Shipping and Handling

31. For goods that Romtec will deliver to Romtec's installer at the final installation site, Romtec will remain responsible for all goods while the goods are in Romtec's possession. If for any reason Romtec delivers goods to the Customer prior to Romtec's mobilization to the site, Romtec will ship all items per FCA terms from Roseburg, Oregon (from Romtec's facility) unless other shipping terms are specifically included in the purchase agreement.
32. Unloading is by the receiver, which is typically the Romtec installer. In the event that Romtec delivers goods to the Customer or Customer's representative prior to Romtec's mobilization to the project site, then neither Romtec nor Romtec's carrier is responsible for unloading of delivered goods at the destination.
33. Special equipment may be required for unloading, including but not limited to a fork lift with sufficient fork length and lifting capacity, and/or an appropriately sized crane for large items. Typically, Romtec will deliver goods to Romtec's installer at the project site. However, in the event that Romtec delivers goods to the Customer or Customer's representative prior to Romtec's mobilization to the project site, Romtec is not responsible for determining the means and methods for unloading.
34. Unless other arrangements are specifically included in the purchase agreement, Romtec will package the completed order with Romtec's standard packaging. Romtec's standard packaging includes shrink wrapping all palletized items and items that may be subject to degradation if exposed to weather during shipping. However, Romtec's packaging is not designed for ongoing exposed storage. Romtec's completed goods are intended for immediate construction/installation upon delivery. If the Customer intends to store the delivered Romtec goods for longer than 30 days after delivery before beginning construction/installation work, the Customer is responsible for opening the Romtec packaging and storing items under cover or in a climate controlled indoor environment as applicable for the particular type of items.

35. In addition to Romtec's specific storage and handling recommendations, Romtec may also provide manufacturer recommendations for individual components, and the Customer shall store and handle individual components that are in the Customer's possession per the recommendations of the component manufacturer.
36. Romtec is not liable for damage or degradation of items that were improperly stored or handled by the Customer (or Customer's agents). However, Romtec can assist the customer in obtaining repair or replacement of such items (at the Customer's expense).
37. Romtec will ship all items using the minimum number of deliveries for efficient transport, as determined by Romtec. If the Customer elects to increase the number of deliveries, it may result in a change order for the increased shipping costs.
38. Romtec does not have capacity for long-term storage of completed goods. In the event of any delay to Romtec's mobilization or delivery to the project site, Romtec may, in Romtec's sole discretion, offer to store completed goods for the Customer at a minimum rate of \$450/month depending on the nature of the completed goods and the availability of storage space.
39. Regardless of any delay to Romtec's mobilization or shipping completed goods, Romtec will invoice for and Customer shall pay as agreed for Romtec's completed work based upon the date the goods were ready to ship.
40. Unless otherwise specifically agreed in writing, Romtec shall not be liable to the Customer, Owner, or any other entity for any costs or damages related to delays in shipping or delivery for any reason.

Insurance

41. Romtec will provide its standard insurance certificate with the Customer and/or Owner listed as an additional insured upon request. Coverage includes:
 - a. Commercial General Liability: \$1 million per occurrence, \$2 million aggregate
 - b. Automobile: \$1 million (any auto, owned, rented, not owned)
 - c. Installation Floater: \$2 million
 - d. Umbrella/Excess: \$5 million
42. Customer and Romtec agree to waive all rights of subrogation against each other and their respective officers, agents, subcontractors, and employees.
43. Customer and Romtec agree to waive any special, indirect, incidental, consequential, or punitive damages against each other and their respective officers, agents, subcontractors, and employees.

General

44. The contract documents consists of the Romtec Purchase Agreement, these Terms & Conditions, the Romtec preliminary submittal (SSDIS), any executed change orders, and any other documents specifically included with, attached to, or referenced within the Romtec Purchase Agreement and Terms & Conditions.
45. Except for specific changes agreed in writing in the Contract Documents, these Terms & Conditions shall control and supersede any other provisions, terms, conditions, writings, or agreements, including but not limited to a customer's Purchase Order, confirmation, or other communication between Romtec and the Customer.
46. The Purchase Agreement is effective and binding upon execution of the agreement by both parties, unless an alternate date of effect is included in the Purchase Agreement.
47. The Purchase Agreement may be executed in multiple counterparts, all of which shall constitute one agreement regardless whether all parties have signed the same counterpart.
48. The parties agree that electronically signed copies of the agreement shall be of the same effect as wet signed physical copies of the agreement.
49. Unless otherwise specifically agreed in the contract documents, all legal matter shall be interpreted per the laws of the State of Oregon, and the legal venue and jurisdiction for all legal proceedings shall be the courts of the State of Oregon in Douglas County, without regard for any conflict of law rules or principles.
50. For any required notices, the party providing the notice shall deliver the notice to the other party via one of the following methods: Physical copy via personal delivery by the sender or sender's agent at the designated office of the recipient; Physical copy sent via recognized U.S. overnight carrier; Physical copy sent via postage prepaid, registered/certified mail with the U.S. Postal Service; Electronic copy via email to and from a confirmed and valid email address; Electronic copy via facsimile. In any

case, Notice shall be deemed delivered upon receipt by the recipient, but no later than two (2) days after being sent via any of the methods above.

51. In the event of any legal proceeding between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all applicable costs, damages, and expenses, including but not limited to reasonable attorney fees. This recovery is in addition to any monetary judgment or award resulting from litigation of any kind, including but not limited to arbitration, trial, bankruptcy, or similar proceedings.
52. If any term(s) of the agreement are found to be invalid or legally unenforceable, those terms shall be considered severed and shall not effect the remaining terms of the agreement, except to the extent such remaining terms may be revised in a legally acceptable manner to effect the intent of the parties in originally including the severed term(s).
53. A waiver of any provision or requirement of the agreement or failure by either party to enforce strict performance as agreed shall not be a waiver of any subsequent violation or prejudice either party's rights and remedies as defined herein.
54. Neither party shall be liable for any delay or failure to perform any obligation under this agreement nor shall either party be liable for damages (including indirect or consequential damages) to the extent such non-performance, delay, loss, or damage that results from circumstances beyond the reasonable control of the defaulting party (Force Majeure events). Such Force Majeure events include Acts of God, fire, flood, earthquake, explosion, extreme weather, war or related hostilities, blockades, public disorder, pandemic or other public health emergency, quarantine restrictions, embargo, labor strike or other labor disturbance, unavailability of electronic communication or equipment, and/or compliance with any legal requirement or lawful order, insistence, or directive from any government and/or military authority.



**18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541-496-3541
Fax: 541-496-0803**

Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

Customer/Contractor Info

Company Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Accounts Payable Contact: AP Phone: AP Email:

Federal ID No.: Tax Exempt? ☐ No ☐ Yes (Please provide certificate)

Project Info

Project Name: Government Agency:

Project Main Contact: Phone:

Site Address:

City: State: Zip:

Prime Contractor (General Contractor)

Company Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Owner

Org Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Project Bond Info - If Project is Bonded, please provide a copy

Bonding Company: Address:

City: State: Zip: Phone:

Bond No.: Underwriter: Fax:

Romtec - Pittsburg City Park (CA) - Schedule of Values

City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Job# 20336

Application No:
Application Date:
Period To:

A	B	C	D	E	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL COMPLETED	% (G/C)	RETENTION 5%	BALANCE TO
			FROM PREVIOUS	THIS PERIOD				
	Double Restroom							
002	Execution of PO - Deliverability	\$ 20,000.00			\$ -	0%	\$ -	\$ 20,000.00
004	Freight	\$ 6,086.75			\$ -	0%	\$ -	\$ 6,086.75
005	Sales Tax **ESTIMATE**	\$ 1,850.00			\$ -	0%	\$ -	\$ 1,850.00
	Installation - Double RR							
011	Site Work & Rough-in Plumbing & Electrical	\$ 32,000.00			\$ -	0%	\$ -	\$ 32,000.00
012	Foundation & Slab	\$ 55,000.00			\$ -	0%	\$ -	\$ 55,000.00
013	Erection of Walls	\$ 40,000.00			\$ -	0%	\$ -	\$ 40,000.00
014	Roof System	\$ 32,000.00			\$ -	0%	\$ -	\$ 32,000.00
015	Top Out Plumbing & Electrical	\$ 32,000.00			\$ -	0%	\$ -	\$ 32,000.00
016	Installation of Finishes & Accessories	\$ 22,376.24			\$ -	0%	\$ -	\$ 22,376.24
	Change Orders							
024	Remobilization Cost	\$ 18,750.00			\$ -	0%	\$ -	\$ 18,750.00
	GRAND TOTALS	\$ 260,062.99	\$ -	\$ -	\$ -	0%	\$ -	\$ 260,062.99

Notes:

- Romtec will invoice monthly for work completed related to all payment milestones above.
- All payments are due NET 30 of invoice date.
- Romtec reserves the right to require receipt of payment for the current milestone before proceeding with the next milestone.
- Once Romtec completes it's installation work and demobilizes, the City must take possession of the work site and release final retainage within 60 days, regardless of any ongoing work at the project site by others over which Romtec has no control.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.



**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 an Ordinance Amending Pittsburg Municipal Code Chapter 2.80 Youth Commission

MEETING DATE: November 3, 2025

EXECUTIVE SUMMARY

Staff is proposing updating the Pittsburg Municipal Code Chapter 2.80 Youth Commission to correct and align the current practices.

FISCAL IMPACT

This item has no fiscal impact.

RECOMMENDATION

Staff recommends Adoption of an Ordinance Amending Pittsburg Municipal Code Chapter 2.80 Youth Commission.

BACKGROUND

On August 17, 2020, the City Council adopted Ordinance 20-1477 adding Chapter 2.80 to the Pittsburg Municipal Code relating to the establishment and structure of the Pittsburg Youth Commission and also directed staff to prepare bylaws to reflect the policies and procedures in the handbook.

On March 22, 2022, Council approved a Resolution to adopt the bylaws for the Youth Advisory Commission.

On October 20, 2025, staff presented the first reading of the Ordinance amending Pittsburg Municipal Code Chapter 2.80 Youth Commission to the City Council, which was approved by unanimous vote.

SUBCOMMITTEE FINDINGS

This item was presented before the Life Enrichment Subcommittee meeting on the August 20, 2025.

STAFF ANALYSIS

The roles and responsibilities of each advisory body are set forth in the Pittsburg Municipal Code, by City Council resolution, and through various regulations and state laws. Each commission also uses bylaws adopted by the City Council to govern their meetings and activities.

The bylaws are designed as reference documents for basic protocols and procedures to be followed by each commission. The documents also set forth requirements for meeting times, attendance, and eligibility for appointment to the advisory bodies.

Staff assigned to work with the Youth Advisory Commission recommend approval of the attached revised bylaws, as well as adoption of the attached Ordinance to update the appropriate sections of Title 2 of the Pittsburg Municipal Code.

The most significant changes to the bylaws and municipal code reflect the following:

- Revise the quorum threshold to half of the voting members plus one;
- Revise the annual report on progress to an annual presentation to City Council;
- Revise the Youth Advisory Commission composition to a minimum of five and maximum of 9 members;
- Revise the membership composition to remove the Community Advisory Commission liaison; and
- Revise the meeting schedule to not less than 8 times per year.

ATTACHMENTS: Ordinance

Report Prepared By: Sam Alley, Recreation Coordinator

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Revising Pittsburgh Municipal Code Chapter 2.80)
Regarding the Youth Advisory Commission)

ORDINANCE NO. 25-

WHEREAS, the City of Pittsburgh maintains various advisory bodies that provide information and assistance in addressing specific issues, facilitate community decision-making, and serve as a conduit between residents, City staff, and the City Council; and

WHEREAS, the advisory bodies are governed by the Pittsburgh Municipal Code, City Council Resolutions, bylaws, and state law; and

WHEREAS, the public is best served by advisory bodies that are knowledgeable about their roles and responsibilities of their position; and

WHEREAS, on August 17, 2020, the City Council adopted Ordinance No. 20-1477 adding Chapter 2.80 to the Pittsburgh Municipal Code related to the formation and structure of the Pittsburgh Youth Commission; and

WHEREAS, staff proposes amendments to Pittsburgh Municipal Code Chapter 2.80 regarding the Youth Advisory Commission to align with the composition and meeting schedule of the body.

NOW, THEREFORE, the City Council of the City of Pittsburgh does ORDAIN as follows:

SECTION 1. Chapter 2.80.020 of the Pittsburgh Municipal Code, Youth Advisory Commission is hereby amended to read as follows (new language shown in bold italic font, deleted language shown in strikethrough):

2.80.020 Membership

A. The Youth Advisory Commission shall be composed of a minimum of **five (5)** ~~nine (9)~~ and a maximum of **nine (9)** ~~thirteen (13)~~ youth members and ~~three (3)~~ youth alternates. **Commission Members must be from high school and college.** ~~At least three (3) of the Commission Members must be from middle school and six (6) from high school, unless there are no applicants. Additionally, there shall be four (4) non-voting adult members representing Pittsburgh Police Activities League, Pittsburgh Unified School District, Los Medanos College, and the At-large Community.~~

~~B. One member of the Community Advisory Commission shall serve as a liaison to the Youth Advisory Commission.~~

~~B. C.~~ Youth members must be between the age of 13 years to 20 years at the time of appointment or reappointment and must reside within the city limits of Pittsburgh, California.

~~C. D.~~ Commission members are selected and appointed by the city council after submitting completed application and formal interview by the council.

~~D. E.~~ The term of office for a youth commissioner is two years commencing August 1st and terminating on May 31st or until their successors are appointed. According to city council policy, members of permanent advisory bodies shall not serve more than two consecutive two-year terms. Members who have served less than four years at the time their terms expire are eligible for reappointment. [Ord. 20-1477 § 1, 2020.]

SECTION 2. Chapter 2.80.040 of the Pittsburg Municipal Code, Youth Advisory Commission is hereby amended to read as follows (new language shown in ***bold italic*** font, deleted language shown in ~~strikethrough~~):

2.80.040 Meetings.

Meetings of the youth advisory commission shall be held on a regular basis and not less than ***eight (8)*** ~~ten (10)~~ times per year unless there are extraordinary circumstances or lack of business. Agendas shall be posted and noticed as prescribed by law. Commission members shall attend all meetings or notify staff if they are not able to attend. City staff shall provide the City Council with quarterly attendance reports.

SECTION 3. Chapter 2.80.060 of the Pittsburg Municipal Code, Youth Advisory Commission is hereby amended as follows (new language shown in ***bold italic*** font, deleted language shown in ~~strikethrough~~):

2.80.060 Authority and responsibilities.

The youth advisory commission shall have the following responsibilities:

A. ~~***Provide***~~ Generate an annual ***presentation to City Council and biannual presentation to the Community Advisory Commission*** to report on the progress of the Youth Advisory Commission.

SECTION 4. Severability

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 5. Publication

The ordinance shall be posted and published in accordance with the California Government Code.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Pittsburgh held on October 20, 2025, and was adopted and ordered published at a meeting of the City Council held on November 3, 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

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 to Accept the MLS GO Play Fund – NRPA Grant for the FY 2025-26 Youth Soccer League Program

MEETING DATE: November 3, 2025

EXECUTIVE SUMMARY

The City has been awarded a \$5,000 MLS GO Play Fund – NRPA Grant to support a youth soccer league program. Staff is requesting adoption of a resolution to accept the grant and allocate the funds to the FY 2025-26 Recreation budget.

FISCAL IMPACT

If approved, the resolution will authorize the acceptance and allocation of a \$5,000 MLS GO Play Fund – NRPA Grant to the FY 2025-26 Recreation budget. No additional expenditure from the General Fund is required for the receipt of the grant since no matching funds are required. The term of this grant is October 8, 2025 through April 8, 2026.

RECOMMENDATION

City Council adopt the attached resolution authorizing acceptance and allocation of a \$5,000 MLS GO Play Fund – NRPA Grant to the FY 2025-26 Recreation budget.

BACKGROUND

The City applied for and was awarded a \$5,000 MLS GO Play Fund – NRPA Grant, a collaboration between Major League Soccer (MLS), the National Recreation and Park

Association (NRPA), and RCX Sports Foundation. The MLS GO Play Fund was established to offer financial assistance for organizations that currently operate or plan to operate an MLS GO league. The fund was designed to help league operators run an efficient, low-cost program for their athletes and to increase the accessibility of soccer. The NRPA is the leading not-for-profit organization dedicated to building strong, vibrant, and resilient communities through the power of parks and recreation. The NRPA advances this mission by investing in and championing the work of park and recreation professionals and advocates, the catalysts for positive change in service of equity, environmental resilience, and overall health and well-being. The RCX Sports Foundation works to develop, promote, and implement diversity and inclusion in youth sports as the non-profit arm of RCX Sports. The RCX Sports Foundation focuses on expanding youth sports opportunities so all children can experience athletics in a safe, welcoming, and inclusive environment. The RCX Sports Foundation is a 501(C)3, tax-exempt organization as recognized by the Internal Revenue Service.

SUBCOMMITTEE FINDINGS

This item was not discussed at a subcommittee meeting.

STAFF ANALYSIS

MLS GO is the MLS' recreational youth program dedicated to providing an inclusive and high-quality soccer experience for everyone of all skill levels; from first-time players to future professional athletes. It is MLS' goal to make soccer fun and affordable, giving more kids, ages 4-14, the chance to play.

The Recreation Department offers a youth soccer league that serves over 300 children, ages 3 to 14. This program is designed to promote physical activity, teamwork, and skill development in a fun and supportive environment. By providing structured practices and games led by trained coaches and volunteers, the league fosters a positive experience for young athletes of all skill levels while encouraging community engagement and healthy lifestyles.

Together, MLS GO and the Recreation Department's youth soccer league demonstrate a shared commitment to expanding access to high-quality, inclusive soccer experiences for children of all backgrounds and abilities. By aligning resources and values, these programs not only make the game more accessible and enjoyable but also nurture the physical, social, and emotional development of young athletes. Awarded funds will be used to purchase necessary equipment to enhance play for the City's youth.

ATTACHMENTS: Resolution
The RCX Sports Foundation Award Letter Contract

Report Prepared By: Jerry Johnson, Coordinator of Recreation

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Accepting and Allocating Grant Funds From)
MLS GO Play Fund-NRPA Grant for)
FY 2025-26 Youth Soccer League Program)

RESOLUTION NO. 25-

WHEREAS, MLS GO is Major League Soccer's recreational youth program dedicated to providing an inclusive and high-quality soccer experience for all. The program aims to make soccer fun and affordable, ensuring more kids have the opportunity to play the game; and

WHEREAS, the MLS GO Play Fund was established to offer financial assistance for organizations that currently operate or plan to operate an MLS GO league. The fund was designed to help league operators run an efficient, low-cost program for their athletes and to increase the accessibility of soccer; and

WHEREAS, the MLS GO Fund is a collaboration between Major League Soccer, the National Recreation and Park Association, and RCX Sports Foundation; and

WHEREAS, the Recreation Department provides a youth soccer league serving over 300 youths, ages 3-14; and

WHEREAS, the City applied for and was awarded a \$5,000 grant for necessary program equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby accepts a \$5,000 MLS GO Play Fund – NRPA Grant from The RCX Sports Foundation and allocates the funds to the Recreation budget for FY 2025-26.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 3rd day of November 2025, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Jelani Killings, Mayor

ATTEST BY:

Alice E. Evenson, City Clerk



250 HEMBREE PARK DR, SUITE 100
ROSWELL, GA 30076
(772) 569-3060
FOUNDATION@RCXSPORTS.COM

October 8, 2025

Dear Jerry,

On behalf of Major League Soccer, the National Recreation and Park Association, and the RCX Sports Foundation, we are proud to award the City of Pittsburg with a \$5,000 grant through the MLS GO Play Fund – NRPA Grant. The funds from this grant will be directed specifically to support the launch of your first MLS GO season in March of 2026.

In accepting this grant funding, you acknowledge that this money must be used within the next 6 months towards your MLS GO program. Following the use of your funding, we ask that you please submit the following grant report:

https://rcxsportsfoundation.formstack.com/forms/mls_go_play_fund_grant_report

MLS GO is Major League Soccer's recreational youth program dedicated to providing an inclusive and high-quality soccer experience for all. The program aims to make soccer fun and affordable, ensuring more kids have the opportunity to play the game.

The MLS GO Play Fund was established to offer financial assistance for organizations that currently, or plan to operate an MLS GO league. The fund was designed to help league operators run an efficient, low-cost program for their athletes and to increase the accessibility of soccer.

The National Recreation and Park Association (NRPA) is the leading not-for-profit organization dedicated to building strong, vibrant and resilient communities through the power of parks and recreation. The NRPA advances this mission by investing in and championing the work of park and recreation professionals and advocates — the catalysts for positive change in service of equity, environmental resilience, and overall health and well-being.

The RCX Sports Foundation works to develop, promote, and implement diversity and inclusion in youth sports as the non-profit arm of RCX Sports. The foundation focuses on expanding youth sports opportunities so all children can experience athletics in a safe, welcoming, and inclusive environment. The RCX Sports Foundation is a 501(c)3 tax-exempt organization as recognized by the Internal Revenue Service.

Please sign and return this letter in acknowledgement of the funding, upon which we will release the grant to your program.

Sincerely,
The RCX Sports Foundation

X _____