



**CITY OF PITTSBURG
AGENDA**

OCTOBER 18, 2021

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

**YOUTH COMMISSION APPLICANT INTERVIEWS
5:00 P.M.**

**REGULAR MEETINGS
7:00 P.M.**

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

PRESIDING

**Marilyn “Merl” Craft, Mayor/Chair
Holland Barrett White, Vice- Mayor/Chair
Shanelle Scales-Preston, Council Member/Board Member
Juan Antonio Banales, Council Member/Board Member
Jelani Killings, Council Member/Board Member**

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

Pittsburg City Council 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.

PUBLIC ADVISORY:
THE CITY COUNCIL CHAMBER WILL NOT BE OPEN TO THE PUBLIC

This meeting will be held in compliance with California Government Code Section 54953(e)(2), which was added by Assembly Bill 361 which became effective Oct. 1, 2021, pursuant to the Governor's Executive Order N-15-21. On October 4, 2021, the City Council authorized teleconferenced meetings of the City Council and Commissions upon findings made in Resolution 21-13997 as required by state law. City Council Members/Commissioners will be participating electronically and will not be physically present in the Council Chamber. Pursuant to Government Code Section 54953(e)(3), the City Council authorization is effective for 30 days, and may be extended every 30 days if the City Council makes required findings.

The public is invited to watch and participate in meetings via the methods listed below:

Watch the live meeting via the City's webcast (www.pittsburgca.gov), or on Delta TV Comcast Channel 32, or Delta TV AT&T U-Verse Channel 99.

Members of the public may submit a live remote public comment via Zoom video conferencing. Download Zoom from its website: www.zoom.com. Zoom also allows you to join the meeting by phone. Written comments will not be read aloud by staff during the meeting. Join the meeting at any point, but be sure you are in the meeting prior to the City Council/Commission consideration of the item on which you would like to provide comments.

From a PC, Mac, iPad, iPhone or Android log in <https://zoom.us/join>

- Webinar ID: **831 7193 0388**
- Passcode: **106491**
- By phone: **US: +1-669-900-6833 or +1346-348-7799**

Speakers are asked to provide their name and city of residence for the record, although providing this is not required for participation.

Each speaker will be afforded up to 3 minutes to speak (at the discretion of the Mayor).

When the Mayor opens a public comment period on the item on which you would like to comment, please use the "Raise Hand" feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide. You will be invited to speak when it is your turn. Speakers will be muted until their opportunity to provide public comment. You will not be seen or heard until it is your turn to speak. You will be muted again after the allotted time to speak. Just as in a live meeting inside the Council Chamber, only one comment per agenda item per person is allowed.

When making public comment during the meeting, please

1. Try to be in a room or space without a lot of background noise.
2. Mute your microphone until it is your turn to speak, then mute your speakers while speaking.
3. Have a strong, reliable internet connection or cell phone signal.

In the event of a disruption which prevents the City Council/Commission from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

5:00 P.M. - YOUTH COMMISSION CANDIDATE INTERVIEWS

7:00 P.M. - CONVENE IN OPEN SESSION FOR REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

See Public Advisory.

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)

CITY COUNCIL MEETING

CONFLICT OF INTEREST STATEMENT

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

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

1. Minutes of October 4, 2021
2. Adoption of a City Council Resolution Approving Speed Humps on Bayside Drive

The City's Traffic Calming Policy includes specific criteria to be used when considering the use of speed humps to calm traffic on City streets. If the City Council approves the proposed speed humps on Bayside Drive, installation can be scheduled later this year.

3. Adoption of a City Council Resolution to Accept Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project as Complete and Authorize the City Engineer to File a Notice of Completion

Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project (the "Project") replace pavement on West Leland Road between Bailey Road and Railroad Avenue, and a segment of Loveridge Road from East Leland Road to State Route 4. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

4. Adoption of a City Council Resolution to Authorize Execution of the First Amendment to the Consultant Agreement with Harrison Engineering, Inc. For Project 2019, BART Pedestrian Bicycle Connectivity Project

Project 2019, BART Pedestrian and Bicycle Connectivity Project (the “Project”) is for the construction of pedestrian/bicycle trails and bicycle lanes around the Pittsburg Center BART Station in order to provide better access. This resolution will authorize an amendment to the Consultant Services Agreement with Harrison Engineering, Inc., for additional design services necessary to complete the Project design.

5. Adoption of a City Council Resolution Approving a Consultant Agreement for Project 3118, Corporation Yard Fueling System Replacement Project

Project 3118, Corporation Yard Fueling System Replacement Project (the “Project”) is for the construction of a new above ground fueling system at the Environmental Center. The attached Resolution will authorize award of a consultant contract in the amount of \$82,426 for design of the Project.

6. Adoption of a City Council Resolution to Amend the Staffing Allocation in the Finance Department

The City Manager, upon recommendation of the Director of Finance, recommends changing the staffing allocation plan by reducing one (1) Accounting Technician and adding one (1) Payroll Specialist in the Finance Department.

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 1, 2021

NOTICE TO PUBLIC

GENERAL INFORMATION

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 City holidays). The full packets are also located on the City's website at www.pittsburgca.gov. If any reports or documents, which are public records, are distributed to the City Council less than 72 hours before the meeting, those reports or documents will be available for public inspection in the City Clerk's Office and on the day of the meeting in the Council Chamber at the public counter area below the dais.

SPEAKER'S CARD

Members of the audience who wish to address the City Council on issues that are not scheduled for the agenda and on any items listed as part of the agenda should complete a Speaker's Card available at the dais. Please read the card carefully in order to fill out the card properly. Submit the completed card to the City Clerk before the item is called, preferably before the meeting begins. Individuals will be given 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 citizens. 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 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 Minutes page. Past meetings are also archived on that webpage. City Council meetings are also broadcast live on CCTV, Channel 24 also re-run at a later date. For more information, please contact the City Clerk's office at 252-4850.

City Council Outside Agency / Liaison / Sub-Committees Assignments - 2021

Updated August 16, 2021

<u>OUTSIDE AGENCY BOARDS</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
ABAG	Merl Craft / Holland White Alternate	Standing	Annual	G. Evans
Delta Diablo**	Juan Banales / Shanelle Scales-Preston Alt.	Standing	2 nd Wednesday	R. Abono
East Co. Co. County Habitat Conservancy	Juan Banales / Jelani Killings Alternate	Standing	Monthly	Planning
East County Water Management	Juan Banales / Jelani Killings Alternate	Standing	Annual	R. Abono
MCE Clean Energy Board	Shanelle Scales-Preston / Holland White Alt.	Standing	4 Per Year	D. Buchanan
TRANSPLAN / ECCRFFA	Holland White / Juan Banales Alternate	Standing	2 nd Thursday	R. Abono
Tri-Delta Transit (2 reps)***	S. Scales-Preston & Merl Craft / Jelani Killings Alt.	Standing	Last Wednesday	R. Abono
<u>LIAISON TO</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
East Bay League of Calif. Cities	Shanelle Scales-Preston / Merl Craft Alt.	Standing	3 rd Thursday	*Rotational
Mayor's Conference	Merl Craft / Holland White Alt.	Standing	1 st Thursday	G. Evans
School Districts Committee (2x2)	Merl Craft & Holland White / Shanelle Scales-Preston Alt.	Standing	2 nd Thursday even months	G. Evans
<u>SUBCOMMITTEES</u>	<u>COUNCIL MEMBER(S)</u>	<u>TYPE</u>	<u>MEETS</u>	<u>STAFF</u>
American Rescue Plan Act (ARPA)	Merl Craft & Holland White	Ad Hoc	As needed	G. Evans
CAC CDBG Subcommittee	S. Scales-Preston & Jelani Killings / Holland White Alt.	Standing	As needed	M. Aliotti
City Council Policy and Procedures Review	Juan Banales & Merl Craft	Ad Hoc	As needed	G. Evans
City Infrastructure and Transportation	Holland White & Juan Banales / S. Scales-Preston Alt.	Standing	Ad needed	G. Evans
Community Services Subcommittee	Merl Craft & Shanelle Scales-Preston / Juan Banales Alt.	Standing	As needed	M. Aliotti
Constituent Management Services	S. Scales-Preston & Juan Banales / Holland White Alt.	Ad Hoc	As needed	G. Evans
Government Performance Subcommittee	Holland White & Juan Banales	Ad Hoc	As needed	G. Evans
Hills Committee	Juan Banales & Jelani Killings / Merl Craft Alt.	Ad Hoc	As needed	G. Evans
Pittsburg Recognition Committee	Merl Craft / Juan Banales Alt.	Standing	As needed	J. Hecht
Economic Develop/Waterfront Subcommittee	Jelani Killings & Holland White / Juan Banales Alt.	Standing	As needed	J. Davis
Finance Subcommittee	Juan Banales & Holland White / Jelani Killings Alt.	Standing	As needed	P. Rodrigues
Land Use Subcommittee	Juan Banales & Holland White / Merl Craft Alt.	Standing	As needed	J. Davis
Pittsburg Arts & Community Foundation	Merl Craft & S. Scales-Preston / Jelani Killings Alt.	Standing	As needed	G. Evans
Pittsburg Police Activities League (PAL)	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	Monthly	B. Addington
Power Company Advisory	S. Scales-Preston & Holland White / Juan Banales Alt.	Standing	As needed	D. Buchanan
Public Safety Subcommittee	Holland White & Shanelle Scales-Preston	Standing	As needed	B. Addington
Sister City Committee	Jelani Killings & Merl Craft / Holland White Alt.	Standing	As needed	K. Simonton

*Rotational Staff as assigned by City Manager

**Stipend of \$209 per month

***Stipend of \$100 per month

COMMISSION/SUBCOMMITTEE MEETING SCHEDULE

Following is a tentative list of currently scheduled Commission meetings for the upcoming month. For further information, please visit our website at www.pittsburgca.gov and click on the CALENDAR link for meetings, dates, times and locations.

Commission	Tentative Meeting Dates
Planning Commission	2 nd and 4 th Tuesdays
Community Advisory Commission	1 st Wednesday

Planning Commission meetings are regularly held the second and fourth Tuesdays of the month in the Pittsburg City Hall Council Chambers.

Community Advisory Commission meetings are regularly held the first Wednesday of the month in the Pittsburg City Hall Council Chambers.

In addition to the Commission Meetings listed above, there are several Council Member Subcommittees that meet on an “as needed basis”. For a list of subcommittees that Council Members and staff are assigned to, please see the “Council Committee List” attached to the agenda.

Subcommittee Meetings that are anticipated to occur in the coming month vary. The meeting dates, times and locations for these meetings are yet to be determined. This information will be posted on the City’s website, www.pittsburgca.gov, as soon as it is determined. Please check the Calendar on the City’s website for information.

For further information, contact the City staff member assigned to that Commission or Subcommittee.

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

DATE: October 4, 2021

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

CITY COUNCIL.AGENCY MEMBERS

Marilyn Craft, Mayor/Chair
Holland Barrett White, Vice-Mayor/Chair
Shanelle Scales-Preston, Council/Agency Member
Juan Antonio Banales, Council/Agency Member
Jelani Killings, Council/Agency Member
S.L. Floyd, Agency Member
Annie Hill Herring, Agency Member

APPOINTED OFFICIALS

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

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the regular meeting of the City Council for October 4, 2021 was conducted electronically for Closed Session and through Zoom with broadcasting live through Granicus on the City's website. Please be advised that pursuant to the Executive Order, and to ensure the health and safety of the public by limiting human contact that could spread the COVID-19 virus, the Council Chamber was not open for the meeting. Council Members participated electronically or through Zoom and were not physically present in the Council Chamber.

ROLL CALL

All Members were present.

Mayor Craft called the Special Meeting of the City Council to order at 5:12 P.M. in the City Council Chamber at City Hall, 65 Civic Avenue, Pittsburg, CA for the following item:

COMBINED CITY COUNCIL, HOUSING AUTHORITY, PITTSBURG POWER COMPANY, SOUTHWEST PITTSBURG GHAD II CONSIDERATION

1. Adoption of Resolutions Making Findings in Support of Continuing to Hold Public Meetings by Teleconference Pursuant to California Government Code Section 54953(e)

Bruce Ohlson, Pittsburg, commented on the ability for the public to speak during virtual meetings.

On Motion by Mayor Craft, seconded by Vice-Mayor White to adopt the resolutions and carried unanimously.

The City Council convened in Closed Session at 5:37 P.M. for the following items:

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Section 54956.8:

Property: W. Leland Rd. (APN 093-460-017); City negotiators: Garrett Evans, Jordan Davis; Negotiating parties: Robert Rowland on behalf of Gerald Alves; Under negotiation: Price and terms of payment

3. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Section 54957.6:

City designated representatives: Garrett Evans, Stacy Shell, Charles Sakai, Sloan Sakai Yeung & Wong LLP

Employee organizations: American Federation of State, County, and Municipal Employees Local 512 Management/Professional/Confidential Unit and Miscellaneous A Unit; Pittsburg Police Officers' Association; Pittsburg Police Managers Group; Teamsters Local 856; International Brotherhood of Electrical Workers Local 1295

Unrepresented employees: Management Group; Senior Executive Team

City Attorney Mooney stated there was no reportable action taken in Closed Session.

ROLL CALL

All Members were present.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PROCLAMATIONS

4. Clean Air Day
5. National Breast Cancer Awareness Month
6. National Arts and Humanities Month
7. National Filipino American History Month
8. National Italian American Heritage Month
9. National Immigrants Day

PRESENTATION

10. Contra Costa District Attorney's Office and Public Safety

The presentation was postponed to a later date.

CITY MANAGER REPORTS/REMARKS

City Manager Evans reported on COVID-19 management, as well as upcoming City events.

PUBLIC COMMENTS

There were no public comments.

COMMITTEE REPORTS

There were no committee reports.

PITTSBURG ARTS AND COMMUNITY FOUNDATION

CONSIDERATION

11. Adoption of a Pittsburg Arts and Community Foundation to approve the Budget for Fiscal Year 2021-22 and Appropriation of Funds for Fiscal Year 2021-22.

On Motion by Member Killings, seconded by Member Banales to adopt and carried unanimously.

CITY COUNCIL MEETING

PUBLIC HEARING

12. Introduction and Waive First Reading of Ordinances Amending Title 18 of the Pittsburg Municipal Code Related to Large Family Daycares, Vehicle Parking Requirements, and Other Miscellaneous Text Amendments

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

On Motion by Member Banales, seconded by Member Scales-Preston to introduce and waive first reading of the ordinances and carried unanimously.

CONFLICT OF INTEREST STATEMENT

Member Banales stated he would recuse himself from Item 17 on the Consent Calendar due to a financial conflict of interest as his employer owns the property within 500 feet of the subject property.

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

On Motion by Member Killings, seconded by Member Scales-Preston to adopt and carried unanimously.

13. Minutes of September 20, 2021

14. Adoption of a Pittsburg Power Company Resolution Authorizing the Use of Fund Balance to Supplement the Pittsburg Arts and Community Foundation Fiscal Year 2021-22 Deficit

15. Adoption of a City Council Resolution to Amend the Master Pay Schedule as Required by California Public Employees' Retirement System

16. Adoption of a City Council Resolution Authorizing an Application to the Proposition 68 Per Capita Grant Program for the Buchanan Park Pond Loop Replacement Project

17. Adoption of Ordinance No. 21-1495 Approving a Development Agreement for the Mt. Diablo Resource Recovery Enhancements Project

18. Adoption of a City Council Resolution to Authorize Appropriation of Measure M Funds to Park and Street Projects

COUNCIL REQUEST FOR FUTURE AGENDA ITEMS

There were no requests for future agenda items.

COUNCIL MEMBER REMARKS

There were no Council Member remarks.

ADJOURNMENT

The City Council adjourned at 7:55 P.M. to October 18, 2021, *in memory of Judy O'Connor*.

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: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving Speed Humps on Bayside Drive

MEETING DATE: October 18, 2021

EXECUTIVE SUMMARY

The City's Traffic Calming Policy includes specific criteria to be used when considering the use of speed humps to calm traffic on City streets. If the City Council approves the proposed speed humps on Bayside Drive, installation can be scheduled later this year.

FISCAL IMPACT

The engineer's estimate for this work is \$30,000. If approved, this project will be funded by Project 2023, 21/22 Citywide Traffic Calming, which has a sufficient balance to cover the estimated construction cost. No new funds are requested.

RECOMMENDATION

City Council adopt the attached resolution approving installation of speed humps on Bayside Drive.

BACKGROUND

On May 17, 2004, the City Council adopted Resolution 04-10078, approving the City's Traffic Calming Policy, which includes the use of speed humps meeting certain criteria.

On May 7, 2021, staff received an application for speed humps on Bayside Drive, between River Park Drive and Marina Boulevard, from a resident.

On August 4, 2021, the Community Advisory Commission received a presentation from the Engineering Division of the Public Works Department and recommended the City Council approve the installation of speed humps on Bayside Drive as proposed.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a subcommittee.

STAFF ANALYSIS

Staff has verified all criteria and warrants have been met for the installation of speed humps on Bayside Drive, between River Park Drive and Marina Boulevard. The criteria used is summarized on the attached Investigation Form for Bayside Drive.

ATTACHMENTS:

Exhibit I – Bayside Drive Resolution

Exhibit II – Bayside Drive Investigation

Bayside Drive Speed Hump Project Plan

22" Speed Hump Detail

Report Prepared By: Nhat Phan, Associate Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Approving Speed) RESOLUTION NO.
Humps on Bayside Drive)

WHEREAS, on May 17, 2004, the City Council adopted Resolution 04-10078, approving the City's current Traffic Calming Policy; and

WHEREAS, on May 7, 2021, the City has received an application for the installation of speed humps on the entire length of Bayside Drive; and

WHEREAS, on July 19, 2021, City staff has evaluated Traffic Calming Policy criteria for installing speed humps on Bayside Drive, between River Park Drive and Marina Boulevard and has determined that all criteria and warrants have been met; and

WHEREAS, on August 4, 2021, the City's Community Advisory Commission recommended that the City Council approve the installation of speed humps on Bayside Drive between River Park Drive and Marina Boulevard.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby approves the installation of speed humps on Bayside Drive between River Park Drive and Marina Boulevard.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 18th day of October 2021, by the following vote:

AYES:

NOES:

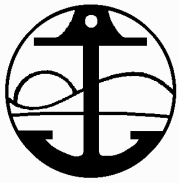
ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk



City of Pittsburgh

Engineering Department

Civic Center, P.O. Box 1518, Pittsburgh CA 94565

Phone: (925) 439-4930

Speed Hump Request Investigation

Street Name: Bayside Drive

Posted Speed: 30 mph

Limits: River Park Drive and Marina Boulevard

- Initial Petition Submitted and Verified Yes ☐ No ☒ No. Of Signatures: Exempt
- Residential local or collector street ☒ Yes ☐ No ☒ Local ☐ Collector
- No Bus Route ☒ Yes ☐ No
- Improved streets with curb and gutter ☒ Yes ☐ No
- Posted speed limit of 25 or 30 MPH ☒ Yes ☐ No Posted: 30
- 15% of traffic must be at least 6 MPH greater than the existing speed limit ☒ Yes ☐ No Critical Speed: 39
- The average daily traffic is more than 500 and no more than 3000 vehicles per day ☒ Yes ☐ No A.D.T: 1465
- Street with a grade equal or less than 5 percent ☒ Yes ☐ No Grade: 1%
- Street segment 750' or longer ☒ Yes ☐ No Length: 1780 Ft
- Two Other Traffic Calming Strategies Deemed Ineffective ☒ Yes ☐ No 1.) targeted police enforcement
2.) radar speed feedback trailer
- All Preliminary Warrants Met ☒ Yes ☐ No
- The installation of speed humps shall not unduly affect response times of emergency services as determined by the City Traffic Engineer.
- "Request for Speed Humps" petition on file and addresses verified with 67% approval. Yes ☐ No ☒ %: Exempt

NOTES: _____

Investigation Completed By: Nhat Phan

Date: 7/19/2021

Priority Score (PS)= V+AR

V: 9

AR: 0.1

PS: 9.1



1.	TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE CONTRACTOR'S RESPONSIBILITY. ALL SIGNS AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.	4.	UNDERGROUND FACILITIES ARE NOT SHOWN. HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO VERIFY THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES WITHIN THE HORIZONTAL AND VERTICAL LIMITS OF THE WORK AREA PRIOR TO COMMENCING ANY EXCAVATION. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT (800) 227-2600 OR 811 AT LEAST TWO WORKING DAYS, BUT NOT MORE THAN 14 CALENDAR DAYS PRIOR TO COMMENCING THAT EXCAVATION, IF THE EXCAVATION WILL BE CONDUCTED IN AN AREA THAT IS KNOWN, OR REASONABLY SHOULD BE KNOWN, TO CONTAIN SUBSURFACE INSTALLATIONS.	6.	THE FACT THAT ANY UNDERGROUND FACILITY IS NOT SHOWN UPON THE PLANS SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY, PURSUANT THERETO, TO ASCERTAIN THE LOCATION OF THOSE UNDERGROUND IMPROVEMENTS OR FACILITIES WHICH MAY BE SUBJECT TO DAMAGE BY REASON OF THE CONTRACTOR'S OPERATIONS.	8.	THE CONTRACTOR IS RESPONSIBLE FOR SECURING STORED EQUIPMENT AND/OR MATERIAL FROM THEFT, VANDALISM, WEATHER, OR OTHER LOSS OR DAMAGE AT ALL TIMES. THE CITY AND BART WILL NOT BE RESPONSIBLE FOR ANY LOST OR DAMAGED MATERIAL OR EQUIPMENT.
2.	THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED PRACTICES, THAT CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONDITIONS AT THE JOB SITE AND SAFETY OF THE WORK DURING THE COURSE OF THE PROJECT. THESE PLANS DO NOT INCLUDED NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.	5.	FOR UNDERGROUND SERVICE ALERT REQUESTS THE CONTRACTOR SHALL DELINEATE WITH WHITE PAINT OR OTHER SUITABLE MARKINGS THE AREA TO BE EXCAVATED. CONTACTING U.S.A. DOES NOT RELIEVE THE CONTRACTOR FROM THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION AND DEPTH OF SUBSURFACE INSTALLATIONS. USA MARKINGS SHALL BE REMOVED UPON COMPLETION OF WORK.	7.	THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE SITE OR THE SURROUNDING AREA AS A RESULT OF THE CONTRACTOR'S WORK OR OPERATIONS. EXISTING CURB AND GUTTER, TRAFFIC LINES AND MARKINGS, OR OTHER IMPROVEMENTS THAT ARE DAMAGED OR DISPLACED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S SOLE EXPENSE.	9.	THE CONTRACTOR IS REQUIRED TO NOTIFY AND COORDINATE WITH PROPERTY OWNERS 2 WEEKS IN ADVANCE IF THERE ARE ANY ACTIVITIES THAT POSE A POSSIBLE DANGER, RISK OF PROPERTY DAMAGE, OR ANY POTHOLE ACTIVITIES THAT MIGHT DISRUPT THE DAILY ACTIVITIES OF THE OWNERS.
3.	THE CONTRACTOR SHALL AT ALL TIMES COMPLY WITH THE CONSTRUCTION SAFETY ORDERS AS SET-FORTH IN THE CALIFORNIA CODE OF REGULATIONS.						

DESCRIPTION							
REV							
DATE							
SHEET NO. 2 OF 3							
DWG. NO.							

CITY OF
PITTSBURGH

NO.	DATE	REVISION
	3/30/01	ORIGINAL DRAFT

APPROVED

ASSISTANT CITY ENGINEER R.C.E. NO. 29196

DATE

DRAWN BY: J.H.P.
 CHECKED BY:
 DATE: 3/30/01
 SCALE: NONE

STANDARD DETAIL
 22' ASPHALT COLLECTOR
 SPEED HUMP

SHEET 2 OF 2

T-619

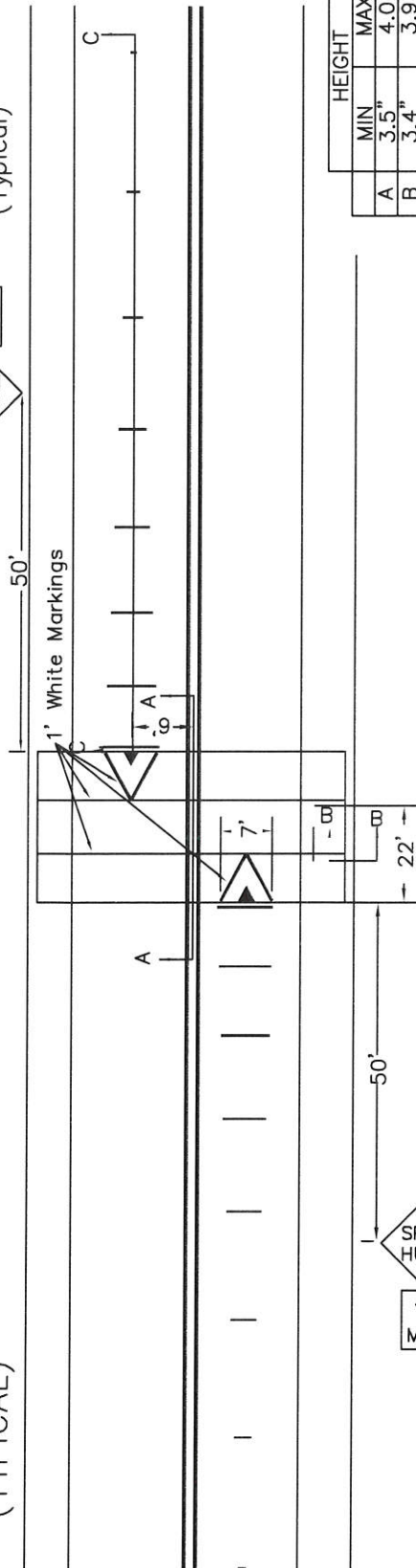
22' SPEED HUMP (TYPICAL)

W17-1 (30"X30")
(Typical)

W13-1 (18"X18")
(Typical)

15 MPH

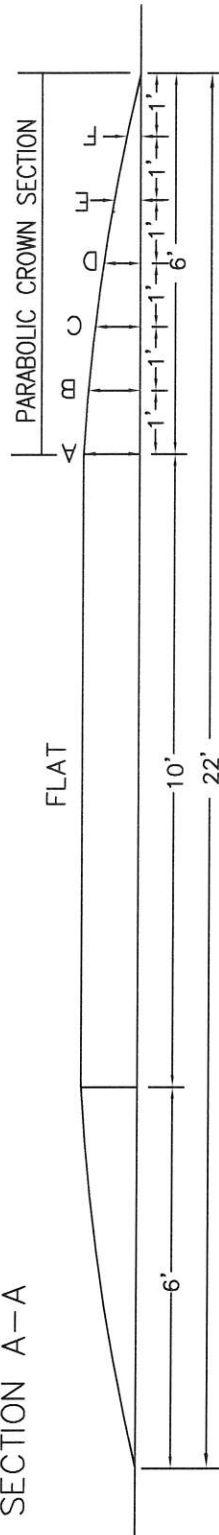
SPEED HUMP



	MIN	MAX
A	3.5"	4.0"
B	3.4"	3.9"
C	3.1"	3.6"
D	2.6"	3.0"
E	1.9"	2.2"
F	1.1"	1.2"

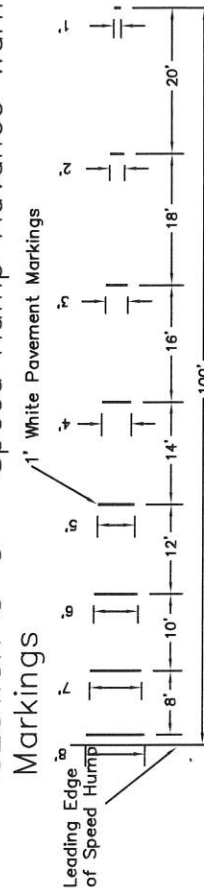
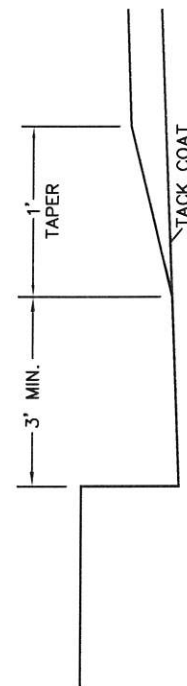
HEIGHT

SECTION A-A



SECTION B-B - Curb Detail

SECTION C-C - Speed Hump Advance Warning





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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Accept Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project as Complete and Authorize the City Engineer to File a Notice of Completion

MEETING DATE: October 18, 2021

EXECUTIVE SUMMARY

Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project replaced pavement on West Leland Road between Bailey Road and Railroad Avenue, and a segment of Loveridge Road between East Leland Road and State Route 4. This Resolution will accept the construction contract as complete and authorize the City Engineer to file a notice of completion.

FISCAL IMPACT

Project 2223 was funded by a combination of funds, including \$895,000 allocated to Project 2223, 2019/20 SB-1 Project; \$195,391 from Project 2218, West Leland Road Pavement Management Project; \$327,553 from Project 2229, 20/21 SB-1 Pavement Management Project; \$458,619 from Project 3121, Loveridge Road Pavement Improvements and a \$30,000 insurance payment to the City (322-20081) for repairs on Loveridge Road, for a total project budget of \$1,906,564.

The project was completed within the budget approved by the City Council. A detailed Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution accepting the Contract for Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project as complete and authorizing the City Engineer to execute a Notice of Completion for the Project. Staff recommends all unspent funds be returned to the various source funds for use on other projects.

BACKGROUND

On July 2, 2010, the City received a \$30,000 payment of an insurance claim the City received for repair of pavement on Loveridge Road within the limits of the Project. The Project was an appropriate use for these funds.

On June 3, 2019, the City Council adopted Resolution 19-13638 accepting Project 2218, SB-1 West Leland Road Pavement Management Project as complete and authorized unspent funds (\$195,391) be made available for other street projects.

On June 17, 2019, the City Council adopted Resolution 19-13643, approving the City budget for Fiscal Year 2019-20 and allocating funds for several capital projects, including \$895,000 from Gas Tax to Project 2223, West Leland Road and Loveridge Road Rehabilitation Project.

On December 16, 2019, the City Council adopted Resolution 19-13730 to allocate \$458,619 from General Fund to Project 3121, Loveridge Road Pavement Improvement Project. The scope of work from this project was added to the Project that is the subject of this report.

On June 29, 2020, the City Council adopted Resolution 20-13799, approving the City's operating budget for Fiscal Year 2020-21 and allocating funds for several capital projects, including \$327,553 from SB1 Gas Tax to Project 2229, 2020/21 SB-1 Citywide Management Project for pavement repairs on West Leland Road.

The total approved budget for the combined road project was \$1,906,564.

On July 20, 2020, the City Council approved Resolution 20-13807 awarding a construction contract to the lowest responsive, responsible bidder, Bay Cities Paving & Grading, Inc., with a base bid in the amount of \$1,612,925.40.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

The work of this Project consisted of pavement rehabilitation on portions of West Leland Road from Bailey Road to Railroad Avenue and on Loveridge Road from East Leland Road to State Route 4. This Project also included repair and replacement of sidewalk, curb and gutter and curb ramps, traffic signal detector loop replacement and striping.

The Project included three contract change orders totaling \$32,420, or less than 2 percent of construction costs, for quantity adjustments, extra work related to a water break that occurred during construction, and concrete work added to the Project during construction.

The project was completed on time and within the budget approved by the City Council.

The Contractor reached substantial completion on March 1, 2021. The one-year warranty period began on March 1, 2021. Total anticipated expenditures for the Project are \$1,874,815. After all expenditures are paid, unexpended funds totaling \$31,749 will be available for other similar projects.

ATTACHMENTS: Resolution
Project Budget Summary

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

A Resolution Accepting Project 2223,)
SB-1 West Leland Road and)
Loveridge Road Rehabilitation Project)
As Complete and Authorizing the City)
Engineer to File A Notice of Completion)

Resolution No. 21-

WHEREAS, Project 2223, SB-1 West Leland Road and Loveridge Road Rehabilitation Project (the "Project"), is for rehabilitating the pavement on portions of West Leland Road between Bailey Road and Railroad Avenue and Loveridge Road from East Leland Road to State Route 4; and

WHEREAS, on July 2, 2010, the City received \$30,000 payment of an insurance claim the City received for repairs to Loveridge Road within the limits of the Project. The Project is an appropriate use for these funds; and

WHEREAS, On June 3, 2019, the City Council adopted Resolution 19-13638 accepting Project 2218, SB-1 West Leland Road Pavement Management Project as complete and authorized unspent funds (\$195,391) be available for other street projects; and

WHEREAS, on June 17, 2019, the City Council adopted Resolution 19-13643, approving the operating budget for Fiscal Year 2019-20 and allocating funds for several capital projects, including \$895,000 from Gas Tax to the West Leland Road and Loveridge Road Rehabilitation Project (Project 2223); and

WHEREAS, on December 16, 2019, the City Council adopted Resolution 19-13730 approving the appropriation of \$458,620 from the General Fund to the Loveridge Road Pavement Improvement Project (Project 3121). The scope of this project has been added to the Project that is the subject of this report; and

WHEREAS, on June 29, 2020, the City Council adopted Resolution 20-13799, approving the City's operating budget for Fiscal Year 2020-21 and allocating funds for several capital projects, including \$327,553 from SB1 Gas Tax to Project 2229, 2020/21 SB-1 Citywide Management Project for pavement repairs on West Leland Road; and

WHEREAS, the approved budget for the combined Project is \$1,906,564; and

WHEREAS, advertising for the Project began on May 27, 2020. Bids for construction of the Project were opened on July 1, 2020, and Bay Cities Paving & Grading, Inc. was the lowest responsive, responsible Base Bid in the amount of \$1,612,925.40; and

WHEREAS, the Project included three contract change orders for a total of \$32,420.45, or less than 2 percent of construction costs, for quantity adjustments, extra work related to a water break during construction, and concrete work added to the Project during construction; and

WHEREAS, the total contract amount, including three contract change orders is \$1,645,345.85; and

WHEREAS, the Contractor reached substantial completion on March 1, 2021. The one-year warranty period began on March 1, 2021; and

WHEREAS, total anticipated expenditures for the Project are \$1,874,815 and after all expenditures are paid, unexpended funds totaling \$31,749 will be available for other similar projects; and

WHEREAS, staff requests that the City Council accept the Contract as complete and authorize the City Engineer to execute a Notice of Completion for the Project.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburg hereby finds and determines as follows:

Section 1.

The Project is hereby accepted as complete.

Section 2.

The City Engineer is hereby authorized and directed to execute a Notice of Completion.

Section 3.

The City Engineer is directed to file said document with the Office of the Recorder of the County of Contra Costa, State of California, within ten (10) days from the date hereof.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of October 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Contract 2019-20, SB1 Pavement Management Project-West Leland/Loveridge

Project 2223

Project Funding

SB1 19/20 Allocation	\$895,000
2018-09 West Leland Road Pavement Management (2218)	\$195,391
SB1 20/21 Allocation (Project 2229)	\$327,553
Loveridge Road Pavement Improvements (Project 3121)	\$458,620
Insurance Claim (Account 322-20081)	\$30,000
Funding Total	\$1,906,564

Actual Project Expenditures:

Design: (Code 2122)	Consultant Design Fee	\$128,804
	Amendment #1	\$1,500
	Subtotal	\$130,304

Miscellaneous: (Code 1399)	Advertising	\$673
	Pavement Evaluation	\$10,220
	Electrical Equipment	\$2,282
	Subtotal	\$13,175

Construction: (Code 2281)	Construction Contract	\$1,612,925
	Contingency	\$32,420
	Misc. Construction & Material Testing	\$13,888
	Subtotal	\$1,659,234

Wages/Benefits (Code 1101)	Staff Time for Design Management	\$10,000
	Staff Time for Construction Management	\$24,995
	Subtotal	\$34,995

Admin Overhead (Code 2372)	Staff Costs During Design Management	\$12,000
	Staff Costs During Construction Management	\$25,107
	Subtotal	\$37,107

Estimated Expenditures Total \$1,874,814



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Authorize Execution of the First Amendment to the Consultant Agreement with Harrison Engineering, Inc. for Project 2019, BART Pedestrian and Bicycle Connectivity Project

MEETING DATE: October 18, 2021

EXECUTIVE SUMMARY

Project 2019, BART Pedestrian and Bicycle Connectivity Project (the “Project”) is for the construction of pedestrian/bicycle trails and bicycle lanes around the Pittsburg Center BART Station in order to provide better access. This resolution will authorize an amendment to the Consultant Services Agreement with Harrison Engineering, Inc., for additional design services necessary to complete the Project design.

FISCAL IMPACT

The design fee for the Project, including the First Amendment, will be \$767,745. Funding for the proposed additional compensation will be provided from the current approved Project budget, which includes \$3,870,000 from a One Bay Area Grant – 2 (OBAG-2), \$600,000 from a Pedestrian, Bicycle, and Trail Facilities grant (PBTF), \$58,000 from a Transportation Development Act grant (TDA), \$50,000 Measure J Fund (Fund 204), \$700,000 BART Safe Routes To Transit Grant, \$300,000 Local Transportation Mitigation Fee (Fund 303) for a total Project budget of \$5,578,000. No new funds are requested.

A Project Budget Summary is attached.

RECOMMENDATION

City Council adopt the attached Resolution authorizing execution of the First Amendment to the Consultant Agreement with Harrison Engineering, Inc. to extend the performance period, add to the scope of services, and increase compensation to complete the design.

BACKGROUND

The purpose of this project is to improve pedestrian/bicycle access to the Pittsburg Center BART Station. The Project includes construction of Class I trails located in the green space on the west side of Railroad Avenue from the Delta DeAnza Trail to Highway 4, the existing

BART parking lot located on Bliss Avenue to Railroad Avenue, a Class I trail with parking on the south side of California Avenue from Railroad Avenue to Harbor Street, and construction of a Class IV bicycle lanes on Railroad Avenue from 17th Street to California Avenue.

On January 22, 2019, staff received notification from the California Department of Transportation (Caltrans) that preliminary engineering funds were approved for the Project and the E-76, Authorization to Proceed with design, was issued.

On May 6, 2019, the City Council adopted Resolution 19-13624 accepting \$3,870,000 OBAG-2 grant, \$600,000 PBTF grant, \$58,000 TDA grant, allocating \$50,000 from the Measure J Fund (Fund 204) and establishing a budget in the amount of \$4,578,000.

On June 11, 2019, four Statements of Qualifications (SOQ) were received from various consultants and were evaluated by staff. Harrison Engineering Inc. was ranked as the most qualified based on the SOQ submitted.

On December 16, 2019, the City Council adopted Resolution 19-13732 authorizing the City Manager to Execute an Agreement for Project design with Harrison Engineering Inc. in the amount of \$648,000. The Consultant Services Agreement with Harrison Engineering was executed on December 18, 2019.

On December 21, 2020, the City Council adopted Resolution 20-13864 accepting a \$700,000 Safe Routes to Transit (SR2T) Grant for the Project and allocating \$300,000 Local Transportation Mitigation Fee (Fund 303) as the grant match for the Project.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

Harrison Engineering Inc. was selected for design of the Project based on their familiarity with other grant funded projects, their staff expertise, and previous history of providing high quality engineering services to the City.

During Caltrans review, agency staff requested substantial changes to the design, in-depth geotechnical testing, and additional studies before the agency will consider approval of the Project.

Harrison Engineering, Inc. has prepared a proposal for the additional design work at a cost not to exceed \$119,745. The proposal was reviewed by Director of Public Works/City Engineer, who determined the additional costs were appropriate. These costs can be incorporated into the existing budget for the Project.

ATTACHMENTS: Resolution
 Project Budget Summary
 Consultant Services Agreement First Amendment

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of First Amendment)
to Consulting Agreement for Project 2019)
BART Pedestrian Bicycle Connectivity Project)

RESOLUTION NO. 21-

WHEREAS, Project 2019, BART Pedestrian and Bicycle Connectivity Project (the "Project") is for the construction of pedestrian/bicycle trails and bicycle lanes around the Pittsburgh Center BART Station in order to provide better access; and

WHEREAS, on June 11, 2019, four Statement of Qualifications (SOQ) were received from various consultants and were evaluated by staff. Harrison Engineering Inc. was ranked as the most qualified based on the SOQ they submitted; and

WHEREAS, on December 16, 2019, the City Council adopted Resolution 19-13732 authorizing the City Manager to Execute an Agreement for Project design with Harrison Engineering Inc. in the amount of \$648,000; and

WHEREAS, the Consultant Services Agreement with Harrison Engineering was executed on December 18, 2019; and

WHEREAS, during Caltrans review, agency staff requested substantial changes to the design, in-depth geotechnical testing, and additional studies before they will consider approving the Project; and

WHEREAS, Harrison Engineering, Inc. prepared a proposal for the additional design work at a cost not to exceed \$119,745; and

WHEREAS, the proposal was reviewed by the Public Works Director/City Engineer, Richard Abono, and the additional costs were deemed appropriate and can be incorporated into the existing budget for the Project; and

WHEREAS, if approved, the First Amendment will authorize a revised design fee for completion of the design of the Project of \$767,745 and extend the performance period.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the First Amendment to the Consulting Services Agreement Between the City of Pittsburgh and Harrison Engineering, Inc..

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting on the 18th day of October 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

**FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
CITY OF PITTSBURG
AND HARRISON ENGINEERING INC.**

This First Amendment to the Principal Agreement made and entered into on December 18, 2019, hereafter referred to as Agreement, between Harrison Engineering Inc., a California corporation, therein referred to as Consultant or Harrison Engineering Inc., and the City of Pittsburgh, a municipal corporation, therein referred to as City, is made and entered into on this ____ day of October, 2021.

WHEREAS, the parties entered into Consulting Services Agreement Between the City of Pittsburgh and Harrison Engineering, Inc. on December 18, 2019; and

WHEREAS, the Agreement provides at Section 1.1, Performance Period, shall end on December 18, 2021, unless extended by Agreement Amendment, and

WHEREAS, Caltrans is requiring additional design work for approval of the project; and

WHEREAS, the parties seek to to extend the performance period and increase the amount of compensation by \$119,745 to complete additional work required by Caltrans for project approval.

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

1. Exhibit A. Exhibit A is hereby amended to add the services set forth in Attachment 1 to this Amendment.

2. Performance Period. Section 1.1(a) of the Agreement is hereby amended to read as follows:

This Agreement shall go into effect on (12/18/19), contingent upon approval by City and Consultant shall commence work after notification to proceed by City's Contract Administrator. The Agreement shall end on (3/18/2023), unless extended by Agreement amendment.

3. Compensation. The first sentence of Section 2 of the Agreement is hereby amended to read as follows:

City hereby agrees to pay Consultant a sum not to exceed Seven Hundred Sixty-Seven Thousand Seven Hundred and Forty-Five Dollars (\$767,745), as set forth in Exhibit Exhibit B.

4. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written

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

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

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

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

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

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

CONSULTANT:

HARRISON ENGINEERING, INC., a
California corporation

By: _____

Randell Harrison, Principal

CITY:

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

By: _____

Garrett Evans, City Manager

ATTEST:

By: _____

Alice E. Evenson, City Clerk

APPROVED AS TO FORM:

By: _____

Donna Mooney, City Attorney



HARRISON ENGINEERING INC.
1987 BONIFACIO STREET • CONCORD, CA 94520
PH: (925) 691-0450 • WWW.HARRISON-ENGINEERING.COM

EXHIBIT "A"

September 21, 2021

Gina Haynes, PE
City of Pittsburg - Engineering Division
65 Civic Avenue
Pittsburg, CA 94565

**RE: BART Pedestrian/ Bicycle Connectivity Project Contract No. 18-03
Amendment No. 1 for extra work related to Caltrans Permit Process**

Dear Ms. Haynes,

HEI (Harrison Engineering Inc.) is submitting this Amendment No. 1 to the City of Pittsburg for the BART Pedestrian/ Bicycle Connectivity Project for additional services related to the Caltrans process, permitting requirements, and resulting design changes.

This Amendment is requesting an increase to the project budget for additional work anticipated and already requested by Caltrans in order for them to permit the project. HEI had originally scoped a simple Encroachment Permit for this project, however, Caltrans has since implemented a new procedure call a Design Engineering Evaluation Report (DEER), which includes a Storm Water Data Report (SWDR), plus a variety of other specialized documents.

Another change resulting from the DEER process was to change the plan borders on the project plans to a Caltrans Border, which alone resulted in over \$10K of unplanned work effort. In addition, the delays caused by Caltrans' inability to make decisions have added an additional year to the project schedule. The original project budget is exhausted, and the design team will require additional funds to complete the project. The total cost and scope of services required are somewhat ambiguous since Caltrans keeps adding on to the number of required reports and studies. We have estimated that an additional budget allowance of \$30,000.00 will be sufficient to complete the permitting and design process with Caltrans.

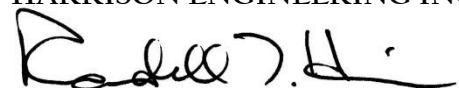
Most recently Caltrans off-handedly rejected 50% of the project, which we helped get reinstituted into the project scope. As a result of the negotiations, the path along California Avenue will be a combination of Class I and Class IV path, which requires a moderate redesign effort. The work will require revisions to the following sets of plans: Typical Sections, Demolitions Plans, Layout Plans, New Grading Detail, New Pavement Delineation Plans, and Lighting Plans.

The total cost and scope of services is estimated in the following table. We hope that this additional budget allowance will be sufficient to complete the permitting and design process with Caltrans.

Task	Budget
Phase I Initial Site Assessment (Cornerstone Earth Group)	\$4,500
Soil Quality Evaluation (Cornerstone Earth Group)	\$23,250
JMEC - Cost to Address Caltrans Comments	\$3,500
AAA - Cost to Address Caltrans Comments	\$2,800
HEI -Cost to Prepare DEER and Other Support Documents	\$30,000
HEI -PS&E Changes after 100% Design Completed	\$15,000
HEI -Redesign of Project Along California Avenue	\$30,000
Fehr & Peers – Redesign of Lighting along California Avenue	\$10,695
Total	\$119,745

If you have any questions, please do not hesitate to call.

Sincerely,
HARRISON ENGINEERING INC.



Randell T. Harrison, President

Attachments: Cornerstone Proposal for ISA, Sampling and Testing

Date: August 26, 2021
Proposal No.: P10905

Prepared For: Mr. Randell Harrison
HARRISON ENGINEERING
1987 Bonifacio Street
Concord, CA 94520

Re: Proposal for Phase I Environmental Site Assessment (Caltrans
Initial Site Assessment)
Pittsburg BART Pedestrian/Bicycle GE
Railroad Avenue
Pittsburg, California

Dear Mr. Harrison:

Thank you for this opportunity to submit our proposal for the preparation of a Phase I Environmental Site Assessment (ESA), which is the equivalent of an Initial Site Assessment (ISA) as defined by CalTrans. Our proposal is based on the information provided to date, conversations with you and our understanding of the proposed development.

Project Background

Based on our understanding, the project will include new Class IV buffered bike lanes along Railroad Avenue from California Avenue to 17th Street, a new Class 1 multi-purpose path along California Avenue between Railroad and Harbor Street, a new Class 1 multi-purpose path along Railroad Avenue between Highway 4 and the Delta DeAnza Trail, and a new Class 1 multi-purpose path along the Highway 4 onramp between Railroad Avenue and the existing BART parking lot on Bliss Avenue. As a part of this project, retaining walls, sound walls and/or security walls are planned along the Highway 4, Railroad Avenue and California Avenue path alignments. These walls will be designed in accordance with Caltrans design standards. In addition, two new stormwater treatment facilities will be constructed near the BART parking lot and near the corner of California Avenue and Harbor Street.

Purpose

The Scope of Work presented in this Agreement was prepared in general accordance with ASTM E 1527-13 titled, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM Standard). The ASTM Standard is in general compliance with the Environmental Protection Agency (EPA) rule titled, "Standards and Practices for All Appropriate Inquiries; Final Rule" (AAI Rule). The purpose of this Phase I ESA is to strive to identify, to the extent feasible pursuant to the Scope of Work presented in the Agreement, Recognized Environmental Conditions¹, Controlled Recognized Environmental

¹ The presence or likely presence of hazardous substances or petroleum products on the Site: 1) due to significant release to the environment; 2) under conditions indicative of a significant release to the environment; or 3) under conditions that pose a material

Conditions² or Historical Recognized Environmental Conditions³ at the property. De minimis conditions are not Recognized Environmental Conditions.

Sampling and analysis of on-site building materials, air, soil vapor or ground water are not included in this Scope of Work. We have included the collection/laboratory analyses of soil samples from the project that is located within the CalTrans right-of-way.

Project Team

Our team for your project will be managed by Peter M. Langtry, P.G., C.E.G., whose contact information is shown below. Mr. Langtry will be supported by various technical and administrative staff as required. Chris Heiny, P.G., will serve as the Cornerstone Earth Group internal quality assurance reviewer.

Project Manager	Peter M. Langtry, P.G., C.E.G.
Email	plangtry@cornerstoneearth.com
Office	(925) 988-9500 x 217
Cell	(925) 817-8814

Environmental Services

TASK 1. PHASE I ESA/ISA

The scope of work presented below is in general accordance with ASTM Designation E1527-13.

Local Agency File Reviews

To obtain commonly known and reasonably ascertainable information on hazardous materials usage and to assist in evaluating the possible releases of hazardous materials at the site, readily available site files will be requested from the local building department and from the local agencies responsible for implementing California's Unified Hazardous Waste and Hazardous Materials Management regulatory program (Unified Program). The Unified Program is typically implemented by the local fire department and/or the county health department. These files will be reviewed if access is provided within the time constraints of the project schedule. Please note that these agencies often require a street address to conduct a file search. Harrison Engineering must provide the current and historical addresses to Cornerstone. Information contained in agency files often contains site history details needed to meet ASTM requirements, such as information regarding past occupants and owners of the site (and dates of ownership or occupancy), site uses, equipment installations (such as tanks and sumps), agency inspection records, wastewater discharge permits, etc.

threat of a future significant release to the environment.

² A Recognized Environmental Condition that has been addressed to the satisfaction of the applicable regulatory agency with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls or restrictions.

³ A past Recognized Environmental Condition has been addressed to the satisfaction of the applicable regulatory agency or meeting unrestricted use criteria established by the applicable regulatory agency without subjecting the Site to required controls or restrictions.

Regulatory Agency Database Review

Cornerstone will acquire a report from a firm specializing in the search of readily available environmental agency databases to help establish the presence and type of contamination incidents reported in the site vicinity. We will request a database search report that follows general ASTM E 1527-13 requirements. Cornerstone will review the results of this database search and attempt to identify those facilities that appear likely to have significantly impacted the site based on inferred groundwater flow direction and proximity. Cornerstone is not responsible for inaccuracies, omissions, or deficiencies in this database report.

Site History Review

To help develop a history of the previous uses of the site and adjacent area, our study will include a review of the following sources, if they are readily available:

- 1) Aerial photographs
- 2) Topographic maps
- 3) City directories
- 4) Sanborn fire insurance maps

Please note that ASTM E 1527 requires that obvious uses of the property be identified from the present back to the property's obvious first developed use or back to 1940, whichever is earlier. Review of historical sources at less than approximately five year intervals is not required by ASTM E 1527. If the specific use of the property appears unchanged over a period longer than five years, then it is not required by ASTM E 1527 to research the use during that period. For example, if fire insurance maps show a structure on-site in 1912 and the next available historical resource is a 1935 aerial photograph that shows the same site features, then the period in between does not need to be researched. However, if site use appeared to have significantly changed from 1912 to 1935, then the lack of information would affect the ability of the environmental professional to provide an opinion on the likelihood of recognized environmental conditions on-site.

Site Hydrogeology

Based on readily available public information (California's GeoTracker database and USGS topographic maps) and our local experience, we will prepare a brief summary of anticipated site hydrogeology, including approximate depth to ground water and flow direction. This information is useful in evaluating the potential for nearby hazardous material releases, if any, to significantly affect ground water quality beneath the site.

Site Reconnaissance

Cornerstone staff will make one site visit to observe existing conditions and note readily observable indications of past or present activities that may have or could, in our opinion, cause significant site contamination. In addition, we will collect readily available information on current site usage. Cornerstone staff will assess and observe those areas that are reasonably and

readily accessible, clearly safe to observe, and do not require moving materials or structures that may limit our observations.

Site Vicinity Reconnaissance

At the time of our site visit, our representative will conduct a brief drive-by survey of the adjacent properties to note the current land use and, to the extent readily observable, note facilities that appear likely to use, handle, or store significant quantities of hazardous materials. This reconnaissance will only be made from the site and public roadways.

Interviews

We understand the property is owned by the City of Pittsburg and CalTrans. Per ASTM guidance, a reasonable attempt will be made to interview the site owner regarding the potential for contamination at the property, if you provide the contact information of those individuals to us.

Report

We will prepare a Phase I ESA report for the site presenting the results of the study, our conclusions, and recommendations. The report will include a vicinity map, site plan, and selected copies of the records obtained and reviewed. The conclusions and recommendations presented in the report will be based on our interpretation of the readily available information reviewed and the conditions observed. We will summarize the recognized environmental conditions, if any, derived from the readily observed site conditions and reasonable ascertainable information. We will attempt to identify and comment on significant data gaps that affect the ability to identify recognized environmental conditions.

Please note that the proposed scope of work does not provide a warranty that the presence, absence, or extent of contamination at the site will be identified. This Phase I ESA is a limited inquiry into the environmental condition of the site. It will be based on information readily available to Cornerstone and represent conditions observed by us at the site at the time of our study. This scope of work is not sufficient to document every potential source of environmental liability, if any, at the site. Note that ASTM E1527-13 considers reports to be valid for 180 days after they are prepared.

TASK 2. PRELIMINARY SOIL QUALITY EVALUATION

We understand that an evaluation of near-surface soil quality is desired for the portions of the project that are within the Caltrans right-of-way. These consist of the project alignment along California Avenue and along the eastbound on-ramp onto Highway 4.

We will collect soil samples at eight locations, with samples collected from the ground surface to a depth of approximately ½ foot and at a depth of approximately 1 ½ to 2 feet at each location. To help evaluate soil management alternatives for soil excavated during construction, the 16 soil samples will be analyzed for the following:

- Organochlorine pesticides (OCPs) (EPA Test Method 8081)
- Polychlorinated biphenyls (PCBs) (EPA Test Method 8082)
- CAM 17 metals (EPA Test Method 6010/7471)
- Total petroleum hydrocarbons as diesel (TPHd) and oil (TPHo) (EPA Test Method 8015B)
- Semi-volatile organic compounds (SVOCs) (EPA Test Method 8270C)
- Volatile organic compounds (VOCs) and total petroleum hydrocarbons as gasoline (TPHg) (EPA Test Method 8260B)
- Asbestos (CARB 435 by PLM, 400 point count)

If the concentration one or more of total metals is detected in a sample exceeding 10 times the California soluble hazardous waste limit (Soluble Threshold Limit Concentration [STLC]), an STLC extraction will be performed on the sample. Our fee includes performing STLC extractions and metals analysis on up to five samples.

We will request a standard one-week laboratory response. Actual laboratory response will depend on the laboratory's availability.

Laboratory analytical results will be incorporated into the Phase I ESA/ISA, discussed above. The analytical data will be compared to the following screening levels⁴: CHHSLs, RSLs and ESLs.

Schedule

Performance of the Phase I ESA, collection/laboratory analyses of the soil samples and preparation of the draft report will take approximately four to five weeks to complete after receiving authorization to proceed.

Proposal Fees

We will perform our services for the fixed fees shown in Table 1. Our services will be provided in accordance with the terms and conditions previously negotiated with Harrison Engineering. If unforeseen conditions are encountered, or if we experience delays or circumstances beyond our control, we will notify you immediately to discuss modifications to the scope of services and/or project fees. Payment for services shall be due upon receipt of Cornerstone Earth Group's Invoice. To be recognized, any dispute over charges must be claimed in writing within 30 days of the billing date. Disputes or questions about a statement shall not be cause for withholding payment for remaining portions due. Requested changes to this contract must be approved in writing before we proceed. Additional services that are not outlined in this agreement, such as attendance at meetings, will be charged on a time and materials basis.

⁴ California Human Health Screening Levels – CHHSLs
Environmental Screening Levels – ESLs
Regional Screening Levels – RSLs

TABLE 1 – ENVIRONMENTAL SERVICES

Task	Fixed Fee	Initial to Authorize
Task 1. Phase I Environmental Site Assessment/ISA	\$4,500	_____
Task 2. Soil Quality Evaluation	\$23,250	_____

Authorization

Please acknowledge your receipt of and agreement with the terms and conditions contained in this agreement by signing this agreement and returning one signed original to us. To help expedite approval and project initiation, an email authorization that references this proposal and authorized fee can be sent to plangtry@cornerstoneearth.com.

We thank you for this opportunity and look forward to working with you on this important project. Should you have any questions regarding this proposal, or if we may be of further service, please contact us at your convenience.

Sincerely,

Cornerstone Earth Group, Inc.



Peter M. Langtry, P.G., C.E.G.
Senior Principal Geologist

Harrison Engineering

Name

Date

Please Print Name and Title

Copies: Addressee (1 by email)

Attachments: Terms and Conditions

Exhibit "A" - Budget Summary
Project 2019, BART Pedestrian and Bicycle Connectivity Project

Project Funding	OBAG-2 Grant	\$3,870,000
	PBTF Grant	\$600,000
	Safe Routes to Transit (SR2Transit)	\$700,000
	Local TMF (Fund 303)	\$300,000
	TDA Grant	\$58,000
	Measure J	\$50,000
Funding Total		\$5,578,000

Project Expenditures:

Design: (Code 2122)	Consultant Design	\$623,000
	Design Amendment One	\$119,745
	Right-of Way	\$25,000
	Subtotal	\$767,745

Miscellaneous: (Code 1399)	Advertising	\$1,000
	Reproduction	\$1,000
	Postage	\$500
	Subtotal	\$2,500

Construction: (Code 2281)	Construction	\$3,888,935
	Construction Contingency (~10%)	\$388,894
	Construction Support	\$62,416
	Material Testing	\$75,000
	Subtotal	\$4,415,245

Staff Time: (Code 1101)	Staff Time During Design	\$44,650
	Staff Time During Construction	\$151,610
	Subtotal	\$196,260

Admin Overhead: (Code 2372)	Staff Administrative Overhead During Design	\$44,650
	Staff Administrative Overhead During Construction	\$151,600
	Subtotal	\$196,250

Estimated Total Expenditures \$5,578,000



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution Approving a Consultant Agreement for Project 3118, Corporation Yard Fueling System Replacement Project

MEETING DATE: October 18, 2021

EXECUTIVE SUMMARY

Project 3118, Corporation Yard Fueling System Replacement Project (the "Project") is for the construction of a new above ground fueling system at the Environmental Center. The attached Resolution will authorize award of a consultant contract in the amount of \$82,426 for design of the Project.

FISCAL IMPACT

The design fee for the Project will be \$82,426. The Project is funded with \$400,000 from Building Maintenance Fund (Fund 621). The cost for design can be incorporated into the existing budget for the Project. A detailed Project Budget Summary is attached to this report.

RECOMMENDATION

City Council adopt the attached resolution approving a Consultant Agreement with Trident Environmental and Engineering in the amount of \$82,426 for design of Project 3118, Corporation Yard Fueling System Replacement Project and authorizing the City Manager to execute the Agreement.

BACKGROUND

On December 16, 2019, the City Council adopted Resolution 19-13729 that approved the Five-Year Capital Improvement Program, Fiscal Year 2019/20 through 2023/24 and allocated \$400,000 Building Maintenance Fund (Fund 621) to the Project.

On July 23, 2021 staff posted a request for qualifications (RFQ) for design of the Project on the City website, and sent to the Consultant News Network (similar to a plan room for consultants).

On August 16, 2021, staff received one statement of qualifications (SOQ) from Trident Environmental and Engineering. The SOQ was evaluated by staff and Trident Environmental and Engineering was determined to be qualified to perform the design work.

Trident Environmental and Engineering submitted a proposal to the City in the amount of \$82,426 for the design of the Project.

SUBCOMMITTEE FINDINGS

This item was not reviewed by a Subcommittee.

STAFF ANALYSIS

The proposed fueling system will be an above ground UL 2085 Fireguard rated 12,000-gallon split tank. Facility design would include 1) structural tank pad, 2) fencing, 3) security, 4) electronic monitoring, 5) vapor recovery (if required) and dispensing systems.

The proposal was reviewed by the Public Works Director/City Engineer, Richard Abono, and the associated costs were deemed appropriate and can be incorporated into the existing budget for the Project. Staff will return to the City Council at a later date to award a construction contract. Bidding for the project is scheduled for Spring 2022.

ATTACHMENTS: Resolution
 Project Budget Summary
 Consultant Services Agreement

Report Prepared By: Gina Haynes, Senior Civil Engineer

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Authorizing Execution of a Consultant)
Agreement For the Design of Project)
3118, Corporation Yard Fueling)
System Replacement Project)

RESOLUTION NO 21-

WHEREAS, Project 3118, Corporation Yard Fueling System Replacement Project (the "Project") is for the construction of a new above ground fueling system at the Environmental Center; and

WHEREAS, on December 16, 2019, the City Council adopted Resolution 19-13729 that approved the Five-Year Capital Improvement Program Fiscal Year 2019/20 through 2023/24 and allocated \$400,000 from Building Maintenance Fund (Fund 621) to the Project; and

WHEREAS, on July 23, 2021 staff posted a request for qualifications (RFQ) for design of the Project on the City website, and sent to and the Consultant News Network (similar to a plan room for consultants); and

WHEREAS, on August 16, 2021, staff received one statement of qualifications (SOQ) from Trident Environmental and Engineering. The SOQ was evaluated by staff and Trident Environmental and Engineering was determined to be qualified to perform the design work; and

WHEREAS, Trident Environmental and Engineering submitted a proposal to the City in the amount of \$82,426 for the design of the Project; and

WHEREAS, the proposal was reviewed by the Public Works Director/City Engineer, Richard Abono, and the associated costs were deemed appropriate and can be incorporated into the existing budget for the Project; and,

WHEREAS, staff requests approval of a Consultant Agreement with Trident Environmental and Engineering in the amount of \$82,426 for design of Project 3118, Corporation Yard Fueling System Replacement and authorizing the City Manager to execute the Agreement.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Pittsburgh hereby authorizes the City Manager to execute the consultant agreement with Trident Environmental and Engineering.

PASSED AND ADOPTED by the City Council of the City of Pittsburg at a regular meeting on the 18th day of October 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk

Project Budget Summary

Project 3118, Corporation Yard Fuel System Replacement Project

Project Funding

Building Maintenance Fund (Fund 621)		\$400,000
	Funding Total	\$400,000

Project Expenditures:

Design: (Code 2122)	Design Expense (Trident Environmental and Engineering)	\$82,426
	Subtotal	\$82,426
Miscellaneous: (Code 1399)	Advertising	\$0
	Postage	\$0
	Subtotal	\$0
Construction: (Code 2281)	Construction Base Bid Plus Bid Alternates	\$150,000
	Construction Contingency (~10%)	\$15,000
	Tank Removal at Corporation Yard	\$144,974
	Subtotal	\$309,974
Staff Time: (Code 1101)	Staff Time During Design	\$1,800
	Staff Time During Construction Management	\$2,000
	Subtotal	\$3,800
Admin Overhead (Code 2372)	Staff Costs During Design Phase	\$1,800
	Staff Costs During Construction Management	\$2,000
	Subtotal	\$3,800
Estimated Total Expenditures		\$400,000

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF PITTSBURG AND
TRIDENT ENVIRONMENTAL AND ENGINEERING**
(design professionals)

THIS Agreement ("Agreement") for consulting services is made by and between the City of Pittsburgh ("City") and Trident Environmental and Engineering ("Consultant") (together referred to as the "Parties") as of September 27, 2021 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2023, or the date the Consultant completes the services specified in Exhibit A, whichever occurs first, unless the term of the Agreement is otherwise terminated or extended, as referenced herein.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, requests in writing the reassignment of any such persons to ensure Consultant performs services in accordance with the Standard of Performance, Consultant shall, immediately upon receiving City's request, reassign such persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided herein above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed Eighty Two Thousand Four Hundred and Twenty Six Dollars \$(82,426), as set forth in Exhibit B, attached hereto and incorporated herein for services to be performed and reimbursable expenses incurred under this Agreement. This dollar

amount is not a guarantee that the City will pay that full amount to the Consultant, but is merely a limit of potential City expenditures under this Agreement.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information, unless waived by the City Manager, or his or her designee:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall pay undisputed invoices that comply with the above requirements within 30 days from the receipt of the invoice.

2.3 Final Payment. Consultant shall submit its final invoice within 60 days of completing its services. Consultant's failure to submit its final invoice

within this 60 day period shall constitute Consultant's waiver of any further billings to, or payments from, City.

- 2.4 Reimbursable Expenses.** Reimbursable expenses, if any, are specified in Exhibit B and included in the total compensation referenced in Section 2. Expenses not listed in Exhibit B are not chargeable to, or reimbursable by, City.
- 2.5 Payment of Taxes.** Consultant is solely responsible for the payment of all federal, state and local taxes, including employment taxes, incurred under this Agreement.
- 2.6 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of a written authorization from the City Manager, or his or her designee.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement

Section 4. INSURANCE REQUIREMENTS. Before beginning any services under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall be fully responsible for the acts and omissions of its subcontractors or other agents.

- 4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Consultant is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount

not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Consultant has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

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

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Consultant. Coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and non-contributing.

- d. The policy shall cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- e. Consultant agrees to give at least 30 days prior written notice to City before coverage is canceled or modified as to scope or amount.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Consultant’s errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Submittal Requirements. Consultant shall submit the following to City prior to beginning services:

- a. Certificate of Liability Insurance in the amounts specified in this Agreement; and
- b. Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

4.4.2 Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.3 Deductibles and Self-Insured Retentions. Insurance obtained by the Consultant shall have a self-insured retention or deductible of no more than \$100,000.

4.4.4 Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

4.4.7 Excess Insurance. If Consultant maintains higher insurance limits than the minimums specified herein, City shall be entitled to coverage for the higher limits maintained by the Consultant.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option: 1) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; 2) order Consultant to stop work under this Agreement and withhold any payment that becomes due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof; and/or 3) terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 General Indemnification. Consistent with California Civil Code Section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties, or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by City, Consultant shall defend any such suits at its sole cost and expense. If City elects to provide its own defense, Consultant shall reimburse City for any expenditures, including reasonable attorneys' fees and costs. Consultants' obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of City or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, City for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This Section 5.1 shall survive any expiration or termination of this Agreement.

5.2 PERS Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any

employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City.
- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder. Consultant shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.
- 7.3 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.
- 7.4 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national

origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Upon ten days' prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.
- 8.2 Amendments.** The parties may amend this Agreement only by a writing signed by the parties hereto.
- 8.3 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the City Manager, or his or her designee. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the City Manager, or his or her designee.
- 8.4 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability

between City and Consultant, including but not limited to the provisions of Section 5, shall survive the termination of this Agreement.

8.5 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.5.1 Immediately terminate the Agreement;

8.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

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

8.5.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

8.5.5 The remedies mentioned in this Agreement are not exclusive of any other right, power or remedy permitted by law. The City's failure or delay in exercising any remedy shall not constitute a waiver of such remedy or preclude the further exercise of City's rights.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement, and the City may use, reuse or otherwise dispose of the documents without Consultant's permission. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications,

reports and other documents are confidential drafts and will not be released to third parties by Consultant without prior written approval of City.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in Contra Costa County or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

10.7 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.8 Notices. Any notice, demand, request, consent or approval that either party is required to give the other pursuant to this Agreement, shall be in writing and may be given by either (i) personal service, or (ii) certified United States mail, postage prepaid, return receipt requested, Notice shall be effective upon personal delivery or delivery to the addresses specified below, as reflected on the receipt of delivery or return receipt, as applicable.

Consultant: Lenneke Heckthorn, CEO
Trident Environmental and Engineering
110 L Street, Suite 1
Antioch, CA 94509

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

10.9 Professional Seal. Where applicable in the determination of the City Manager, or his or her designee, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The

stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility."

10.10 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there are any inconsistencies between this Agreement, the Exhibits, and Consultant's proposal, the Agreement shall control. To the extent there are any inconsistencies between the Exhibits and the Consultant's Proposal, the Exhibits shall control.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.12 Construction of Agreement. Each party hereto has had an equivalent opportunity to participate in the drafting of the agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

10.13 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties hereto, with no intent to benefit any third parties.

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

CITY OF PITTSBURG

CONSULTANT

Garrett Evans, City Manager



Lenneke Heckathorn, CEO

Attest:

Alice Evenson, City Clerk

Approved as to Form:

Donna Mooney, City Attorney



Trident Environmental and Engineering, Inc.

110 L Street, Suite 1, Antioch, California 94509

Lic. #A-760516

Phone (925) 706-6931 Fax (925) 778-9067

September 13, 2021

Gina Haynes
Director of Water Utilities
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

EXHIBIT "A" SCOPE OF SERVICES

RE: Proposal to Provide Engineering Services for the Design of an Aboveground Storage Tank, CONTRACT 2021-10B

Location: The Environmental Center
2581 Harbor Street, Pittsburg, CA 94565

Dear Ms. Haynes:

Trident Environmental and Engineering, Inc. (Trident) is pleased to submit this proposal for the above referenced services. Proposed costs are based on the Scope of Work described below and the attached cost estimate.

PROJECT OVERVIEW

The City would like a new above ground fleet fueling system. The proposed tank will be an above ground UL 2085 Fireguard rated 12,000-gallon split tank, 8,000 gallons unleaded fuel and 4,000 gallons diesel fuel. The fuel dispensers will be attached to the AST as opposed to a remote dispenser system. A concrete block wall will also be designed to screen the tank from the surrounding neighborhood. Plan specifications to include removal of the existing aboveground fuel tank system. Facility design to include; 1) structural tank pad, 2) fencing, 3) security, 4) electronic monitoring, 5) vapor recovery (if required) and dispensing systems.

1.0 SCOPE OF WORK

- 1.1 Data gathering site visit and project kick-off meeting.
- 1.2 City SOW#1: Evaluate City's requirements for fleet fuel system.
- 1.3 City SOW#2: Perform site investigation and study to familiarize with site. Engineer's walk down to assess job site, meet with site manager, take photographs, and investigate utility tie-ins.
- 1.4 City SOW#3: Perform a Siting Report and present to the Fire District and other State and local agencies for approval. General arrangement plan for the site to show offset distances required by building and fire code, location of barrier wall (if required), distance from property lines and easements, means of ingress and egress, classified area and location of E-Stop and fire extinguishers, etc.
- 1.5 City SOW#4: Provide design for ancillary requirements such as tank pad and anchorage, 10'-12' CMU wall design, pavement redesign, fencing and security gates.

- Including: (1) electrical design and incorporation of fuel dispensing equipment would be included, (2) Outdoor Lighting Improvements for the tank filling area and corresponding T24 Outdoor Lighting Energy Compliance documentation.
 - Including: Removal specifications for the existing aboveground tank system.
 - Assumes that a new electric service will not be required for the project and that sufficient power is available from the surrounding site facilities. If a new electric service is required add 26 hrs. for service entrance design and PG&E application.
 - Fuel dispensers to be attached to the AST and outfitted with the necessary Bay Area Air Quality Management District (BAAQMD) requirements for venting and monitoring. Local monitoring only. System will not be wired for remote monitoring.
 - Preliminary Drawings to be provided by Trident;
 1. Cover Sheet & Site Plan.
 2. Local Site Plan & Equipment Elevations.
 3. Equipment Plan & Schedules.
 4. Civil - Structural Concrete,
 5. Classified Area Plan,
 6. Site Power & Interconnection Plan
 7. Panel Schedules & Electrical Notes
 8. Outdoor Lighting Plan
 9. T-24 Energy Compliance Forms
- 1.6 City SOW#5: Prepare draft plans, specifications, and detailed cost estimates with a minimum of three progress submittals at 65%, 95% and 100%. It is anticipated that the 65% design level be reached performing City work scope items 1 – 5.
- 1.7 City SOW#6: Prepare Plans Specifications and Engineering Costs (PS&E) to complete project in accordance with the Contra Costa County Fire District and State and local building and environmental codes.
- 1.8 City SOW#7: Prepare final reproducible plans and specifications with a final cost estimate and submit to the City in electronic and hard copy format (6 sets).
- 1.9 City SOW#8: Prepare and facilitate bid documents for implementation contractors.
- 1.10 City SOW#9: Responsible for facilitating all necessary permitting and working with contractors to achieve proper filing for permits. Trident will determine required permit forms for this work and will complete and submit forms and plan sets; Trident will assist with plan check and permit application submittal to the local permitting agencies, County Fire Department, County Environmental Health Department, Plan Preparation BAAQMD, and any other agencies (fees to be paid by client).
- 1.11 City SOW#10: Obtain and pay for encroachment permits, easements, and utility approvals as required.

- 1.12 City SOW#11: Project meeting coordination and minutes preparation. Includes meeting time.
- 1.13 City SOW#12: Coordination with outside agencies, property owners, and utilities.
- 1.14 City SOW#13: Development of detailed project schedule with monthly updates.
- 1.15 City SOW#14: Include in bid documents the required language and forms.
- 1.16 City SOW#15: Support during project bidding.

Deliverables:

- 1) Project Drawings and specifications as identified in the City of Pittsburgh RFQ dated 23 July 2021 (Contract 2021-10B Above Ground Storage Tank Installation RFQ) and qualified in the work scope section of this proposal.
- 2) Two (2) sets of project hard copy PE wet stamped drawings.
- 3) Two (2) sets of PE wet stamped structural calculations.
- 4) Two (2) sets of PE wet stamped T24 Energy Calculation (if applicable)
- 5) Two (2) sets of technical specifications for incorporation into bid specifications
- 6) Electronic (pdf) files of all project drawings and documentation.

2.0 Optional Tasks – Spill Prevention, Control and Countermeasure (SPCC) Plan:

- Update the existing Facility SPCC Plan to reflect changes to be stamped by a registered civil engineer.
- Construction Storm-Water Pollution Prevention Plan
- Surveying if needed.
- Geotechnical Report if required for permitting.

3.0 BUDGET

Engineering Design and Support services for the above Scope of Work shall be provided on a time-and-materials basis.

Budget shall not exceed \$75,130 without prior authorization by the City of Pittsburgh.

4.0 ASSUMPTIONS, EXCLUSIONS and CLIENT RESPONSIBILITY

Assumptions include the following:

1. No pavement design is included.
2. No geotechnical report will be provided unless requested. The basis for design for all structural elements shall be based on California Building Code (CBC) minimum allowances for soil bearing pressure, etc.
3. No boundary survey of the project area is included unless requested. It shall be assumed that property lines and corners identified by the City are accurate for design and location reference purposes.

4. Petro Vend or Veeder-Root Fuel Management System to match existing City card reading system.
5. Security – security design is limited to an automatic gate opening closing system, actuated via a RF controller (clicker). No camera or gate breach intrusion detection is required.
6. Alarms associated with tank leaks, etc. shall be confined to local annunciation. No SCADA or remote signaling of an alarm condition is required.
7. Fueling area lighting changes will require California T24 Energy Calculations for Outdoor Lighting.
8. Base site plan information will be generated based on information provided by the City of Pittsburgh or from a local site boundary and topographic survey performed by others.
9. It is assumed that a specific fuel system equipment supplier will be identified in the course of the project investigation. The detailed design will be based on the selected equipment details and specifics for incorporation into the final design for bid.
10. It is assumed that there is sufficient electrical capacity to supply the fueling system and associated appurtenances from the existing service. Electrical service upgrade design is not included in the base proposal.
11. No communications and control design is included; however, communication infrastructure such as conduit and wiring / cabling is included based on fuel vendor and/or owner design input.
12. Construction Stormwater Pollution Prevention Plan (SWPPP) for this project is not included. It can be included as an optional task.
13. Scope of Work does not include the following:
 - a. Construction Permitting, environmental reports, storm-water improvements and storm-water pollution prevention plans.
 - b. Public outreach services.
 - c. Traffic control plans.
 - d. Road surfacing improvement plans.
 - e. Geotechnical engineering, soil testing or compaction testing.
 - f. Surveying services.
 - g. Construction Permitting fees.

Thank you for this opportunity to do business with the City of Pittsburgh. Should you have any questions regarding this submittal, please call Mike Heckathorn, Principal, at (925) 382-7616 or mheckathorn@tridenteng.com.

Yours truly,

Trident Environmental Engineering, Inc



Lenneke Heckathorn
C.E.O.

EXHIBIT B

COMPENSATION SCHEDULE

Trident Environmental and Engineering, Inc.

LABOR AND FEE ESTIMATE CITY OF PITTSBURG ENGINEERING SERVICES FOR THE DESIGN OF AN ABOVEGROUND TANK SYSTEM

Task Description		SE II	PIC	SE III	SPM II	AE	WP	Struc Engr	TRIDENT Hours	Total Cost
		\$155	\$185	\$172	\$149	\$125	\$82	\$4600		
Engineering Design Services										
1	Data gathering site visit and project kick-off meeting	15	3		16				34	\$5,264
2	Evaluate City's requirements for fleet fuel system.	0			1				1	\$149
3	Perform site investigation and study to familiarize with site.	0	1		8				9	\$1,377
4	Perform a Siting Report and present to the Fire District and other State and local agencies for approval.	40	1		10				51	\$7,875
5	Provide design for ancillary requirements such as tank pad and anchorage, 10'-12' CMU wall design, pavement redesign, fencing and security gates.	80			10			1	91	\$18,490
6	Prepare draft plans, specifications, and detailed cost estimates with a minimum of three progress submittals at 65%, 95% and 100%	40	3		16				59	\$9,139
7	Prepare Plans Specifications and Engineering Costs (PS&E) to complete project in accordance with the Contra Costa County Fire District and State and local building and environmental codes.	6	1	6	8	9	8		38	\$5,118
8	Prepare final reproducible plans and specifications with a final cost estimate and submit to the City in electronic and hard copy format	4	1	3	18	4	4		34	\$4,830
9	Prepare and facilitate bid documents for implementation contractors.	4		3	16	5	4		32	\$4,472
10	Responsible for facilitating all necessary permitting and working with contractors to achieve proper filing for permits.	4	1		20				25	\$3,785
11	Obtain and pay for encroachment permits, easements, and utility approvals as required.	4			12				16	\$2,408
12	Project meeting coordination and minutes preparation.	8	4		20				32	\$4,960
13	Coordination with outside agencies, property owners, and utilities.	0			12				12	\$1,788
14	Development of detailed project schedule with monthly updates.	4			8				12	\$1,812
15	Include in bid documents the required language and forms	3			8				11	\$1,657
16	Support during project bidding	4			8				12	\$1,812
	Mileage ¹									\$193
Totals		216	15	12	191	18	16	1	469	\$75,130
Legend										
Senior Engineer II	SEII	Senior Project Manager			SPM II					
Principal in Charge	PIC	Associate Engineer			AE					
Senior Engineer III	SEIII	Senior Contract			WP					

Notes:

1. Mileage based on Round Trip Miles @ \$0.56/mile

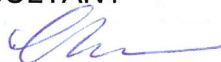
4 trips 43.2 Miles Round Trip CCC Fire District Office, Concord

2 trips 86.2 Miles Round Trip BAAQMD, San Francisco

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT



By: Lenneke Heekathorn

Title: C.E.O.

2784982.1

Trident Environmental & Engineering
110 "L" Street, Suite 1
Antioch, CA 94509



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

TO: Mayor and Council Members

FROM: Garrett Evans, City Manager

SUBJECT: Adoption of a City Council Resolution to Amend the Staffing Allocation in the Finance Department

MEETING DATE: October 18, 2021

EXECUTIVE SUMMARY

The City Manager, upon recommendation of the Director of Finance, recommends changing the staffing allocation plan by reducing one (1) Accounting Technician and adding one (1) Payroll Specialist in the Finance Department.

FISCAL IMPACT

There is no fiscal impact – no change in Full-Time employee count nor change in budget requirement. The minimal increase in Salaries and Benefits is negated by savings in overtime costs.

RECOMMENDATION

It is recommended that the City Council adopt a resolution amending the authorized positions by reducing one (1) Accounting Technician and adding one (1) Payroll Specialist in the Finance Department.

BACKGROUND

This City has always had one staff performing full function of Payroll Specialist. The City's payroll process has grown in volume and complexity. Specialized and advanced payroll functions can no longer be sustained by one staff member. Not having additional fully cross-trained Payroll Specialist leaves the City in a vulnerable condition should the one staff member need to take leave – extended or permanent. This request meets audit recommendation for internal control.

SUBCOMMITTEE FINDINGS

This item was not presented to a subcommittee.

STAFF ANALYSIS

In accordance with Personnel Rule 3.4, Allocation of Positions, the City Council is asked to change the staffing allocation plan in Finance Department by reducing one (1) Accounting Technician and adding one (1) Payroll Specialist.

ATTACHMENTS: Resolution

Report Prepared By: Janielyn Bayona, Finance Division Manager

BEFORE THE CITY COUNCIL OF THE CITY OF PITTSBURG

In the Matter of:

Amending Staffing Allocation in the)
Finance Department)

RESOLUTION NO. 21-

WHEREAS, the City's payroll process has grown in volume and complexity. Specialized and advanced payroll functions can no longer be sustained by one staff; and

WHEREAS, not having additional fully cross-trained Payroll Specialist leaves the City in vulnerable condition should the one staff need to take leave – extended or permanent; and

WHEREAS, there is no fiscal impact to the current fiscal year budget as previously authorized by Council.

NOW, THEREFORE BE IT RESOLVED that the City Council hereby authorizes the reduction of one Accounting Technician and the addition of one Payroll Specialist in the Finance Department.

PASSED AND ADOPTED by the City Council of the City of Pittsburgh at a regular meeting held on 18th day of October 2021, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

Merl Craft, Mayor

ATTEST:

Alice E. Evenson, City Clerk